Silverpeak NY LLC
Medical Marijuana
Cultivation & Manufacturing Facility

1001 South Oyster Bay Road
Bethpage, NY

Table of Contents

Section		Page(s)
Appendix B		1-13
Narrative Scope of Work & Outline Specifications		14-56
Drawings		
A	Gen Notes & Egress Calculations	57
SD-1	Site Plan	58
A-01	Egress Plan First Floor Phase 1	59

A-1A	**Phase 1 Proposed First Floor Plan & Phase II Key Plan**	**60**
A-1B	**Phase 1 – 2nd Floor Demo & Proposed Floor Plan/Egress Diagram**	**61**
A-02	**Egress Plan First Floor Phase 2 – (1 of 2)**	**62**
A-2A	**Phase 2 Proposed First Floor Plan (1 of 2)**	**63**
A-2B	**Phase 2 Proposed First Floor Plan (2 of 2)**	**64**
A-03	**Egress Plan First Floor Phase 2 - (2 of 2)**	**65**

SEC-1 Phase 1 Security Plan 66

SEC-2 Phase 1 Second Floor Security Plan 67

SEC-3 Phase 2 Security Plan 68

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B: Architectural Program

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

COMPANY INFORMATION

Business Name:	Silverpeak NY LLC
Facility Type:	Manufacturing Facility ☑ Dispensing Facility ☐
Use and Occupancy Classification:	NYS BC Occupancy Group B Business
Building Construction Type and Classification:	IIB
Facility Address:	1001 South Oyster Bay Rd., Bethpage , NY 11714
Primary Contact Telephone number:	516-465-8251
Primary Contact Fax number:	516-465-8179

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

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

☑ 6-15--7-1/2015	TOWN BOARD APPROVAL (Amend exist recent approval for comparable use) (See phasing below)
☑ 6-15--7-1/2015	PLANNING BOARD APPROVAL (Amend exist recent application for comparable use) (See phasing below)
☐ N/A	ZONING BOARD OF APPEALS APPROVAL
☑ 6-15--7-15/2015	PREPARATION OF CONSTRUCTION DOCUMENTS Phase I (with Phase II following immediately and concurrently)
☑ 7-15--9-1/2015	BUILDING PERMIT Phase I (with Phase II following immediately and concurrently)
☑ 7-15--8-1/2015	BIDDING PHASE Phase I (with Phase II following immediately and concurrently)
☑ 8-1--8-4/2015	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (1)
☑ 8-7/2015	COMMENCEMENT OF CONSTRUCTION Phase I (with Phase II following immediately and concurrently)
☑ 10--15-2015	COMPLETION OF CONSTRUCTION Phase I (with Phase II following immediately and concurrently)

Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

Energy Source:

- ☑ Natural Gas
- ☑ Oil
- ☑ Electric
- ☐ Solar
- ☐ Other _____

Engineering Systems:

- ☑ Heating System: Type HVAC, Size Scope Efficiency C.1.a.&b.,
  Ventilation Requirements _____
- ☑ Cooling System: Type HVAC, Size Scope Efficiency C.1.a.&b.,
  Ventilation Requirements _____
- ☑ Ventilation & Humidification Systems:
  Type HVAC, Size Scope, Efficiency C.1.a.&b.,
  Ventilation Requirements _____
- ☑ Electrical Distribution Available (2) 5000A Switchboards
- ☑ Water Supply: Municipal Water Service X or Private Well Water _____
- ☑ Sewage: Municipal Sewer System X or Private Septic System _____
- ☑ Emergency Power System:
  Type Battery, Size 90min-4hr Efficiency Exits/Sec,

Appendix B – Architectural Program

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

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- ☑ 2010 BUILDING CODE OF NYS
- ☑ 2010 FIRE CODE OF NYS
- ☑ 2010 PLUMBING CODE OF NYS
- ☑ 2010 MECHANICAL CODE OF NYS
- ☑ 2010 FUEL GAS CODE OF NYS
- ☑ 2010 PROPERTY MAINTENANCE CODE OF NYS
- ☑ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- ☑ 2012 IECC COMMERCIAL PROVISIONS
- ☑ 2010 EXISTING BUILDING CODE OF NYS
- ☑ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2014
- ☐ 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 Local Zoning Ordinance

Appendix B – Architectural Program

Select Project Type:
Check all that apply. Refer to the Existing Building Code for definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☐ Alteration Level 2
- ☑ Alteration Level 3
- ☐ Change of Occupancy
- ☑ Addition
- ☐ Historic Building
- ☐ Demolition
- ☑ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work Involved:
Check all that apply.

- ☑ General Construction
- ☑ Roofing
- ☐ Asbestos Abatement/Environmental
- ☑ Fire Alarm
- ☑ Structural
- ☑ Mechanical
- ☑ Plumbing
- ☑ Electrical
- ☑ Site Work
- ☑ Sprinkler
- ☐ Elevators
- ☑ Other: Telecommunications/Security

CODE COMPLIANCE REVIEW

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

1 Code Compliance Review is based on the 2010 NY State Building Code for New Construction. If any other building code applies to the location or type of construction, provide applicable code and sections that most closely relates and references the code topic and information in the code sections listed below. Provide appropriate abbreviations for other applicable codes, such as: **FC:** ***Fire Code*****, PC:** ***Plumbing Code*****, MC:** ***Mechanical Code*****, FGC:** ***Fuel Gas Code*****, ECCC:** ***Energy Conservation Code.***

2. Provide the Required standard for each applicable code section. (i.e.: area, quantity, classification type, materials, hourly separation, etc.). If section does not apply, indicate one of the following with explanation: **NA:** *Not Applicable*, **NR:** *Not Required*, **NP:** *Not Permitted*

3 Provide your facilities "Actual" value for each required standard as per applicable code section.

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	F-1	F-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]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.		N/A No High Piled Storage
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.	1 hr fire resistive partitioning	1 hr fire resistive partitioning
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	4 areas max.	2 areas -Analysis Rm & Chem Storage Rm
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	2 story+Unlimited Area	2 story existing + horizontal enlargement:Total Fl Area equals 100,491 sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	0 hr	1 Hr

Appendix B – Architectural Program

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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).	1 hr	1 hr
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	1 hr min for H in fully sprinklered building	1 hr
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	II B	II B
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	See drawing A-1	Complies - 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]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 hr all facades	0 hr all facades
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	<30' (but 60' min for unlimited floor area)	<60'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	1 hr at Analysis Rm & Chemical Storage Rm	1 hr at Analysis Rm & Chemical Storage Rm
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	1 hr	1 hr
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	1 hr	1 hr

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	0 hr	0 hr
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: ☑ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Required for unlimited floor area	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.	Not required	Not provided
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not required	Not provided
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Required	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]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/A	N/A
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See egress calculations on drawing A-0	See egress calculations on drawing A-0
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See occupancy loads on drawing A-0	See occupancy loads on drawing A-0
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See dimensions on A-1	See dimensions on 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.	Per 1104	Accessible route 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]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32"min clear	36" nominal min clear
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.	Existing - No Change	Existing - No Change
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	Conformant. See plans
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	32"min clear	36" nominal min clear
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 hr required	0 hr 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]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	60"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50' max	0'
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	See Plans	See Plans
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	1 hr	1 hr
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/A	N/A
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	See Plans	See Plans
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Plans	See Plans
44	Energy Conservation	2010 NYS ECCC & IECC 2012		Identify the R-Value and U-Value of each construction component and assembly of the building envelope as required in the applicable energy and building code(s).	No change to existing building envelope	No change to existing building envelope, except greenhouses
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	90 minutes for Egress Lighting & Exit Signage	90 minutes for Egress Lighting & Exit Signage 4 hr for security system
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Drawing A	See Drawing A
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing building, value not currently known	30-80psi at building req'd
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 apparatus access road within 150' of all building portions	Fire apparatus access road within 150' of all building portions

June 4, 2015

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

Re: Silverpeak NY LLC: Certify Medical Marijuana Cultivation and Manufacturing Facility at 1001 South Oyster Bay Road, Bethpage, NY 11714

Narrative

In accordance with PHL § 3365(3) and Title 10 of the New York Code of Rules and Regulations (NYCRR) § 1004.6, Silverpeak NY LLC, (Silverpeak) is proposing to certify a medical marijuana cultivation and manufacturing facility to be located at 1001 South Oyster Bay Road, Bethpage, NY 11714. Through this project, Silverpeak will convert an existing light manufacturing facility leasehold to accommodate a medical marijuana cultivation and manufacturing facility. This will be achieved through renovations to the facility, located within a free-standing two-story industrial occupancy structure, composed of steel frame, concrete floor deck, curtain and masonry wall, of incombustible construction, and will result in a code-compliant environment, conducive to staff satisfaction, as well as programmatic efficiencies.

General & Architecture Scope

The medical marijuana cultivation and manufacturing facility shall be composed of (i) partitioned spaces internal to the existing structure, including existing spaces scheduled to remain unaltered, areas to be altered to accommodate proposed uses, and spaces to be altered to provide conformance with requirements, (ii) partitioned spaces internal to the existing building including existing ancillary electro/mechanical spaces, and ; (iii) addition of greenhouses. Site, existing, proposed, egress, and security conditions are respectively depicted on drawings dated June 4, 2015, submitted herewith. Within the proposed project area, renovation will consist of gypsum board on metal framed stud partitioning, new hollow metal doors and new hardware, altered and new suspended lay-in acoustic ceilings, where ceilings are provided, modified and new architectural casework, modified and new floor and wall finishes, new toilet rooms and janitor's closets and misc. room accessories, new production rooms; new HVAC equipment and ductwork and devices; new electrical distribution and devices; new lighting, lighting controls, and exit signage; new security and security communication system; new hot and cold water supply piping, new drainage and vent piping, and new plumbing fixtures and fittings. Work will be carried out on the first and second floor, as well as at the roof level, at grade, and on site. See concomitant architectural drawings and MEP and Structural report for comprehensive depiction and listing.

Structural Scope

New structural steel modifications for stairs, exterior panel reinforcements. See Structural narrative herein.

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HVAC Scope
See HVAC outline specifications herein.

Smoke Detection
The building will be served by area smoke detectors, which shall be new.

Fire Protection
Building will be fully sprinklered.

Plumbing
ADA accessible compliant fixtures and fittings will be provided.

Electrical

New normal power distribution and lighting and lighting control systems will be installed at new spaces.

Low-Voltage Systems
Security
A new security system will control access to the suite and interior spaces; interior and building perimeter will be monitored by continuously recording video cameras and interior motion detectors. Security alert buttons will be provided for staff. Video intercom stations will be provided at corridor side of visitor and staff entry doors, reception station.

Telecommunications
New telecommunications will be provided and new devices connected to new dedicated servers will be installed.

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Specifications Abstact

Div. 1 General Requirements – Comply with AIA Documents A101 and A201, 2007 editions, respectively, included by reference, and NSLIJ 2014 Supplementary General Conditions, attached hereto at Appendix B Exhibit.

Div. 2 Demolition – Provide temporary protective barriers to isolate all occupied areas from construction activities. Provide negative pressure HEPA filtered exhaust to exterior from construction area. Maintain all required exits, exit signage and emergency exit lighting for all egress paths affected by the work. Cap and temporarily support all utilities as required. Provide temporary shunts as required. Maintain all fire resistive rated construction. Perform demolition as described or required on demolition plan.

Work shall be prosecuted in phases to permit ongoing business operations at the overall project site.

Remove existing partitioning at locations shown on the drawings, including, as may exist, appurtenant doors and doorframes, power distribution, telecommunications, and lighting switching, plumbing fixtures, drainage and venting and all other misc. accessories and elements. Within spaces scheduled for demolition demolish casework and shelving, remove existing floor mounted equipment and acoustic lay-in ceilings and aluminum grid, including all incorporated lighting, smoke detection, diffusers, returns, etc, and ductwork above, all loose and anchored equipment.

See divisions 15 and 16, this report, for additional demolition.

Div. 3 Patch misc. floor deck damage at removal of equipment anchorages, through deck penetrations at abandoned conduits, and at new penetrations for new work. Misc. concrete pours to patch floors.

Div. 4 Patch as required.

Div. 5 See Structural narrative.

Div. 6 Install all doors, doorframes, finish hardware and misc. accessories. Provide new casework. Provide plastic laminate and solid surface countertop at casework.

Div. 7 Sealants – Provide intumescent and fire resistive rated sealants as required, applied by certified technicians. Provide sanitary sealants at all plumbing fixtures and casework /floor interfaces. Provide paintable sanitary sealants at all casework counter/wall interfaces. New exterior insulated wall panels with R-20 total assembly minimum.

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Roofing – Provide all new roofing. At locations of new penetrations, install new pitch pockets, curbs, and flashings, consistent with existing roofing, in concert with existing roof warrantor. Insulated assembly shall be R-20 minimum.

Div. 8 Provide new hollow metal 18 GA doors, and 16 GA doorframes to match existing; new hardware equal to Schlage D series, all materials shall match existing building standard. All FPSC doors shall be equipped with UL listed fire door hardware. All vision panel glazing shall be tempered or laminated glazing, FR rated at FPSC. Provide electrified locks or strikes, interconnected with security software, and self closing devices at doors requiring credential readers, password protection or other security devices for authorized passage. Windows, double glazed, thermally broken frames.

Div. 9 All new partitioning shall be of galvanized steel stud construction, 25 ga minimum at 16" oc minimum extending from deck to deck; surfacing of (1) layer each side 5/8" gypsum board, infill with 2" thick mineral wool acoustic isolation batts. Provide steel or fire resistive treated plywood blocking as required for wall mounted accessories and equipment of this contract. All partitions demising the dispensary premises shall extend from floor to structural deck above; extend existing partitions as necessary. Provided fire resistive ratings as indicated on plans or schedules for fire protection.

Acoustic ceilings where provided shall be minimum 1 lb per square foot minimum uplift resistance rated 2' x 2' lay-in acoustic ceiling tiles with 15/16'" aluminum tee-grid at new areas.

Finished flooring shall be resilient, with rubber base up to 4" AFF, typical, at new areas. Floors at toilet room and janitor closet shall be porcelain ceramic tile type with matching 4" high wall base.

Wall finishes shall be 1 coat heavy duty primer, 2 coats semi gloss latex, equal to Benjamin Moore Eco-Spec paint family, with epoxy type at wet rooms.

Div. 10 Misc. Accessories: Provide surface mounted ABC type fire extinguishers \ distributed about facility in compliance with NFPA 10; paper towel, and soap and anti-bacterial agent dispensers at each sink location.

Div. 11 Equipment: See applicant's equipment schedule.

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Div. 12 Furnishings: See applicants's furnishings schedule. Provide new wall mounted ADA compliant signage at all door openings between rooms or spaces.

Div. 13 Not used

Div. 14 Not used.

Div. 15 See MEP narrative accompanying this report for additional commentary and scope.

Div. 16 See MEP narrative accompanying this report for additional commentary and scope.

Emergency Power:
Battery sourced emergency power to be provided at 90 minutes for egress path lighting and exit signage and at 4 hours for security hardware and devices.

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Lighting System:
New general work areas shall be equipped with ceiling mounted recessed 2'x2' LED lighting fixtures with associated switches. Provide lighting controls compliant with Energy Conservation Construction Code of NY State Section 805.2.1 at new areas. Provide exterior mounted, battery back-up, rapid restrike lighting fixtures at perimeter of building as shown on first floor plans.

Fire Alarm System and Smoke Detection:
Provide new devices and Duct detectors HVAC equipment. Supply duct smoke detectors shall be provided on all supplies in accordance with NFPA 72 and NFPA 90A. Provide horns, strobes, smoke detection, and other devices in accordance with NYS Building Code, and local authorities of jurisdiction.

Low-Voltage Systems
Provide a new security system, consisting of credential readers and electrified integrated locks to control access to and within the facilty during all hours and days. Egress will not be restricted from any space in any way at any time. At new interior spaces, building entry and lobby, and at exterior building perimeter video cameras connected to recording and monitoring system, as well as interior ceiling mounted motion detectors, will provide coverage of the entire project area, with closed circuit coverage within suite and reporting to central station monitoring. Staff security alert buttons will be provided at select locations within the facility. Existing building security system devices at existing building areas to remain shall remain operational, to control building entry and exit from all exterior man doors and within building at select locations, such as, but not limited, to electro/mechanical spaces other than within the dispensary, reporting to central station monitoring. See further security system description elsewhere in this application and architectural drawings for additional detailed information.

FUNCTIONAL SPACE PROGRAM

Entry to the building is accessibly obtained at grade via numerous entrances. See see plans. Within the facility, all required spaces and features shall be accessibly designed.

All visitor and staff functions shall be limited to the area of the dispensary. Additional electro-mechanical and other service areas throughout and above the building shall provide non-program supplemental services. The individual spaces of the facility are proposed as listed attached architectural program.

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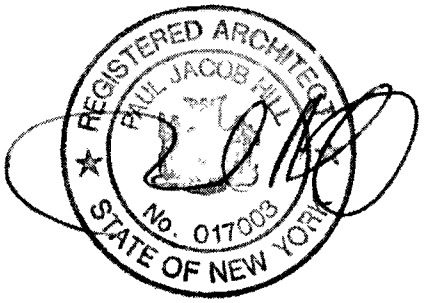
End of Narrative

Paul Jacob Hill, R.A.



NYS License #17003

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

OUTLINE SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

See referenced sections of abstract and Appendix B Exhibit Supplementary Conditions

DIVISION 02 EXISTING CONDITIONS

02 41 19 SELECTIVE DEMOLITION

DIVISION 03 - CONCRETE

03 05 10 CONCRETE MOISTURE VAPOR REDUCTION ADMIXTURE
03 11 30 CONCRETE FORMWORK SITE/CIVIL
03 15 20 CONSTRUCTION JOINTS SITE/CIVIL
03 21 20 REINFORCING STEEL SITE/CIVIL
03 30 00 CAST-IN-PLACE CONCRETE
03 31 10 CAST-IN-PLACE CONCRETE SITE/CIVIL
03 54 16 HYDRAULIC CEMENT UNDERLAYMENT

DIVISION 04 - MASONRY

04 01 20 MAINTENANCE OF UNIT MASONRY
04 10 00 MORTAR SITE/CIVIL
04 20 00 UNIT MASONRY
04 43 00 STONE MASONRY WALLS

DIVISION 05 - METALS

05 12 00 STRUCTURAL STEEL FRAMING
05 22 00 STEEL JOISTS AND JOIST GIRDERS
05 31 00 STEEL DECKING
05 40 00 COLD-FORMED METAL FRAMING
05 50 00 METAL FABRICATIONS
05 51 00 METAL STAIRS

DIVISION 06 WOOD, PLASTICS, AND COMPOSITES

06 10 53 MISCELLANEOUS ROUGH CARPENTRY
06 40 23 INTERIOR ARCHITECTURAL WOODWORK
06 64 00 PLASTIC PANELING

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 01 50.19 PREPARATION FOR RE-ROOFING
07 16 13 POLYMER MODIFIED CEMENT WATERPROOFING
07 21 00 THERMAL INSULATION
07 27 26 FLUID-APPLIED MEMBRANE AIR BARRIERS
07 41 13.23 INSULATED METAL ROOF PANELS
07 42 13.19 INSULATED METAL WALL PANELS
07 56 00 FLUID-APPLIED PROTECTED MEMBRANE ROOFING
07 71 00 ROOF SPECIALTIES
07 72 00 ROOF ACCESSORIES
07 81 00 APPLIED FIREPROOFING
07 84 13 PENETRATION FIRESTOPPING
07 84 46 FIRE-RESISTIVE JOINT SYSTEMS
07 92 00 JOINT SEALANTS
07 92 01 SPRAY FOAM SEALANTS
07 95 00 EXPANSION CONTROL

DIVISION 08 OPENINGS

08 11 13 HOLLOW METAL DOORS AND FRAMES
08 31 13 ACCESS DOORS AND FRAMES
08 33 13 COILING COUNTER DOORS
08 33 23 OVERHEAD COILING DOORS
08 36 13 SECTIONAL DOORS
08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 42 29 AUTOMATIC ENTRANCES
08 71 00 DOOR HARDWARE
08 80 00 GLAZING
08 83 30 MIRRORS
08 91 19 FIXED LOUVERS

DIVISION 09 FINISHES

09 21 16 GYPSUM BOARD ASSEMBLIES
09 21 16.23 GYPSUM BOARD SHAFT WALL ASSEMBLIES
09 30 00 TILING
09 51 13 ACOUSTICAL PANEL CEILINGS
09 65 13 RESILIENT BASE AND ACCESSORIES
09 65 16 RESILIENT SHEET FLOORING
09 65 19 RESILIENT TILE FLOORING
09 67 23 RESINOUS FLOORING
09 68 13 TILE CARPETING
09 72 00 WALL COVERINGS
09 91 00 PAINTING
09 96 66 WATER VAPOR EMISSION CONTROL SYSTEM

DIVISION 10 - SPECIALTIES

10 14 00 SIGNAGE
10 21 13 TOILET COMPARTMENTS
10 22 26 OPERABLE PARTITIONS
10 26 00 WALL PROTECTION
10 28 00 TOILET AND BATH ACCESSORIES
10 41 16 EMERGENCY KEY CABINETS
10 51 13 METAL LOCKERS
10 71 13 EXTERIOR SUN CONTROL DEVICES
10 82 13 EQUIPMENT SCREENS

DIVISION 11 - EQUIPMENT

11 13 13 LOADING DOCK BUMPERS
11 13 16 LOADING DOCK SEALS AND SHELTERS
11 13 19 STATIONARY LOADING DOCK EQUIPMENT

DIVISION 12 FURNISHINGS

12 24 13 ROLLER WINDOW SHADES
12 36 31 SIMULATED STONE COUNTERTOPS

DIVISION 13 SPECIAL CONSTRUCTION

Not included in Specification

DIVISION 14 CONVEYING EQUIPMENT
Not included in Specification

DIVISION 21 FIRE SUPPRESSION
Fire Sprinklers

DIVISION 22 PLUMBING
22 10 00 DUCTILE IRON PIPE SITE/CIVIL
22 10 10 DUCTILE IRON PIPE, FITTINGS AND SPECIALS SITE/CIVIL

DIVISION 23 HEATING VENTILATING AND AIR CONDITIONING
See report

DIVISION 26 ELECTRICAL
See report

DIVISION 27 COMMUNICATIONS
See security drawings

DIVISION 28 ELECTRONIC SAFETY AND SECURITY
See security drawings

DIVISION 31 EARTHWORK
31 10 00 DEMOLITION AND SITE CLEARING SITE/CIVIL
31 11 00 CLEARING, GRUBBING, STRIPPING TOPSOIL, AND TREE PROTECTION !

SITE/CIVIL
31 20 00 EARTHWORK SITE/CIVIL

DIVISION 32 EXTERIOR IMPROVEMENTS

32 10 00 PAVEMENTS !SITE/CIVIL
32 13 13 CONCRETE HAUNCHES AND SIDEWALKS SITE/CIVIL
32 17 13 REFLECTORIZED PAVEMENT MARKING PAINTS !SITE/CIVIL
32 36 00 MAINTENANCE AND PROTECTION OF TRAFFIC !SITE/CIVIL
32 90 00 TREES, SHRUBS, GROUNDCOVER AND PERENNIALS
32 91 20 SCREENED TOPSOIL SITE/CIVIL
32 92 19 SEEDING SITE/CIVIL
32 92 19 LAWNS AND GRASSES
32 92 23 SOD SITE/CIVIL
32 93 00 TREES, SHRUBS AND GROUND COVER ! SITE/CIVIL

DIVISION 33 UTILITIES

33 05 16 DRAINAGE STRUCTURES SITE/CIVIL
33 05 20 BURIED PIPE INSTALLATION SITE/CIVIL
33 05 22 PIPE AND PIPE FITTINGS SITE/CIVIL
33 41 00 HIGH DENSITY POLYETHYLENE (HDPE) PIPE SITE/CIVIL
33 71 19 MANHOLES AND HANDHOLES SITE/CIVIL

END OF TABLE OF CONTENTS

STRUCTURAL DESIGN GUIDELINES

FOR

MEDICAL MARIJUANA CULTIVATION &

MANUFACTURING FACILITY

PREPARED FOR

SILVERPEAK NY LLC

Submitted by:

Feld, Kaminetzky & Cohen
A Division of GEI Consultants Inc., P.C.
500 North Broadway, Suite 164
Jericho, NY 11753
516-433-0110

Dated: June 3, 2015
FKC/GEI Project No. 1507340

Pericles C. Stivaros, P.E.
Vice President

Table of Contents

1.	**GENERAL**		**3**
	1.1	Project Description	3
	1.2	Type of Construction	3
2.	**DESIGN REQUIREMENTS**		**4**
	2.1	Basic Requirements	4
		2.1.1 Codes	4
		2.1.2 Design	4
		2.1.3 Serviceability Requirements	4
		2.1.4 Analysis	4
	2.2	Design Method	5
	2.3	Loads	5
	2.4	Foundation Requirements	7
	2.5	Structural Materials	8
		2.5.1 Concrete	8
		2.5.2 Reinforcing Steel	8
		2.5.3 Structural Steel	8
		2.5.4 Masonry	9
	2.6	Special Inspections	9

1. GENERAL

Silverpeak NY LLC requires the development of structural design guidelines for medical marijuana cultivation and manufacturing facilities. This design guideline is intended to provide a general framework for the design of all structures in the project. It is expected that the following information and requirements will be adjusted as needed to suit individual structures.

This report summarizes the design provisions of the NYS Building Code, 2010 Edition, applicable to the above structures. This report covers the structural design guidelines only.

1.1 Project Description

The project consists of the following structures:

- Medical marijuana cultivation facility
- Support and processing facility
- Pharmaceutical manufacturing facility

The above structures are to be located at 1001 South Oyster Bay Road, Bethpage, New York. The site consists of an existing structure that is to be modified and expanded to meet the needs of this project.

1.2 Type of Construction

The structural frame of the existing structure and its expansion consists of a structural steel framing system with metal deck concrete floor system at the second floor. The first floor consists of concrete slab on ground. The second floor new low roof framing plan consists of structural steel beam frame with composite metal deck concrete slabs. The existing high roof consists of steel trusses with metal deck. The steel columns are supported on individual spread concrete footings. The exterior walls consist of concrete masonry units.

2. DESIGN REQUIREMENTS

2.1 Basic Requirements

2.1.1 Codes

The buildings shall comply with the 2010 Building Code of New York State and latest amendments.

The existing portions of the building shall comply with the 2010Existing Building Code of New York State and latest amendments.

2.1.2 Design

The structures shall be design and constructed to safely support all loads specified in this report and the building codes. These loads include the dead and live, collateral loads, snow, wind, seismic, and special equipment loads.

2.1.3 Serviceability Requirements

The structures and their components shall have adequate stiffness to limit vertical and transverse deflections, vibrations or any other deformation that may adversely affect their serviceability.

Dead and live load deflection shall not exceed the deflection limits specified in the building code.

Table 1604.3 of the code gives vertical deflection limits. While there are drift limits in the code for seismic design, lateral displacements are not regulated by the code for wind.

However, even when wind loads govern the design of a building, the lateral - force-resisting systems shall meet seismic detailing requirements and limitations prescribed in the code.

2.1.4 Analysis

The design of the structures, the load effect on the individual components and connections shall be by rational engineering analysis methods. Rational engineering analysis is a computational analysis, either by hand or computer, that uses accepted load distribution and determination methods. Unusual structural

and construction methods shall be based on engineering analysis or physical testing by an app roved laboratory.

The structures shall be analyzed for all building code required load conditions. Elements and components shall be designed for load combinations specified in the building code or referenced standards.

2.2 Design Method

2.2.1 Design of the greenhouse structure may be made by using the allowable stress design (ASD) or the strength (LRFD) design methods. The load combination equations used will depend on the design method. The ASD is the most common approach used by most engineers for greenhouse structures.

2.2.2 Safety factors for greenhouse components - Safety factors for the structural members are included in the code referenced standards.

2.3 Loads

Buildings and other structures shall be designed to resist the load combinations specified in the Chapter 16 and Chapters 18 through 23 of the New York State Building Code 2010. Applicable loads shall be considered, including both earthquake and wind, in accordance with the code specified load combinations. The following loads shall be considered in the design:

2.3.1 Dead loads

- Ground Floor Slab on grade
- Second Floor / Mezzanine 100 psf
- Intermediate Ceiling 60 psf
- Roof 20 psf

2.3.2 Live Loads

- Existing Building 2nd floor & Mezzanine 150 psf
- First Floor Corridor, Stairs and Lobby 100 psf
- First Floor Corridor, Stairs and Lobby 100 psf
- Intermediate Ceiling Framing 40 psf
- Roof 20 psf

2.3.3 Snow Loads

- Ground snow load Pg= 20 psf
- Snow exposure factor Ce= .9
- Importance factor Is= 1

- Thermal Factor Ct= 1
- Flat Roof Snow load Pf= 20 psf
- Slope Roof factor Cs= 1.0
- Slope roof snow load Ps= 20 psf
- Drift
  - o snow density = 16.6 pcf
  - o Drift height hd = 3.17 ft
    Pd = 52.64 psf
  - o Maximum drift load = 72.64 psf
  - o Drift load at end = 20 psf
  - o Drift Width W = 12.68 ft

2.3.4 Wind Loads

- Basic Wind velocity V= 115 mph
- Exposure Factor B
- Importance Factor Iw= 1
- ASCE 7-05 simplified procedure wind loads
  - o Building Occupancy II
  - o $\lambda = 1.09$
  - o Terrain Factor Kzt= 1.0
  - o Roof mean height hr = 40 ft
- Wind force MWFRS horizontal pressure.
  - o Zone A = 22.89 psf
  - o Zone C = 15.15 psf
- Wind force MWFRS vertical pressure.
  - o Zone E = -27.52 psf
  - o Zone F = -15.64 psf
  - o Zone G = -19.13 psf
  - o Zone H = -12.10 psf
- Distance a a = 8 ft
- Effective wind area of C&C = 100 sf.
- Wind force C&C horizontal pressure.
  - o Wall Zone 4 = -24.31 psf
  - o Wall Zone 5 = -26.98 psf
- Wind force C&C vertical pressure.
  - o Roof Zone 1 = -23.76 psf
  - o Roof Zone 2 = -28.18 psf
  - o Roof Zone 3 = -28.18 psf

2.3.5 Seismic Loads

- Seismic Loading calculated as per ASCE 7-05.
- Seismic Occupancy: II
- Ss= 0.304 g
- S1= 0.064 g
- Spectral Response Coefficient SDS= .316 g
- Spectral Response Coefficient SD1= .103 g
- Site Class: D
- Basic seismic force resisting system
  Steel systems not specifically detailed for seismic resistance.
- Response Coefficient R= 3
- Importance Factor Ie= 1.0
- Overstrenght factor Ω= 3
- Deflection Amplification Factor Cd= 3
- Building Height hr= 40 ft
- Natural period Tn= .318 sec
- Seismic Response Coefficient Cs= 10.5% g
- Seismic design Category B

2.3.6 Collateral Loads

- Mechanical Equipment - Irrigation, transfer systems, etc.
- Permanently mounted service equipment (heaters, fans, water lines, etc.) Such permanently mounted equipment shall be considered dead load when considering load combinations.

Collateral loads shall not be included in Wind Uplift resistance analysis. The se loads shall be considered a live load for wind design.

2.3.7 Plant Loads

- Hanging plants, 2 psf minimum , applied as a concentrated load at the truss panel points. Greenhouse purchasers may have additional or other criteria for hanging plant loads or mechanical watering systems.

2.4 Foundation Requirements

Foundations shall be designed in accordance with the recommendations of the geotechnical engineering investigation for the NSLIJ Health System, Bethpage, NY, dated January 7, 2015, prepared by Soil Mechanics Drilling Corp. Allowable soil bearing capacity shall be 3 tsf.

Footings/grade beams are to extend at least 36 inches below adjacent finished grade. Edge footings of exterior slabs on ground shall extend at least 12 inches below adjacent finished grade.

2.5 Structural Materials

2.5.1 Concrete

- Comply with ACI 301 Standard Specifications of Structural Concrete.
- All structural reinforced concrete shall be designed as per ACI 318-08 Building Code.
- Design concrete compressive strength shall be:

Walls and Foundations	3,000 psi
Interior Slabs on Ground	3,500 psi
Exterior Slabs on Ground	4,500 psi
Beams, Columns, Structural Slabs	4,000 psi
Composite Concrete Slabs	3,000 psi

2.5.2 Reinforcing Steel

Reinforcing steel shall conform with:

- ASTM A615, Grade 60
- ASTM A706, Weldable Reinforcing
- ASTM A185, Welded Wire Fabric

2.5.3 Structural Steel

Structural steel shall conform with:

- W-Shapes: ASTM A992, 50 ksi
- S, M, C, HP shapes: ASTM A572, 50 ksi
- Moment frame connection plates: ASTM A572, Grade 50
- Structural tubing: ASTM A500, Grade B
- Structural pipe: ASTM A53, Grade B
- Anchor rods: ASTM F1554, Grade 55
- Welded connections shall comply with AWS 1.1
- Bolted connections shall comply with ASTM A325 or A490.

- Structural steel design shall comply with AISC 13th Edition of Manual of Steel Construction.

2.5.4 Masonry

- CMU units shall be 1,500 psi compressive strength (f'm)
- Mortar shall be Type S
- Steel reinforcing shall be A615, 60 ksi
- Horizontal reinforcing shall be No. 9 gage wire ASTM A82

2.6 Special Inspections

The designated inspecting agency for special inspection approved by the code enforcement official and acceptable to the Structural Engineer retained by the owner/contractor shall perform on site inspection and testing in accordance with New York State Building code regulations under the supervision of a New York State licensed professional. Special inspection items include the following listed below.

The special inspection engineers are responsible for filing and obtaining approval of all statements, test and inspection reports, including steel, concrete, masonry producer's certificates. Copies to be sent to Engineer of Record.

All testing agency reports shall be signed and sealed by a New York State licensed Professional Engineer. Technical reports shall be filed with the Building Department for approval of said reports.

Contractor to notify the special inspection engineers at least 72 hours before the specific work commences. The contractor shall provide ample time for the testing agency to complete their work.

Contractor shall not conceal any work requiring special inspection until such work is inspected or tested and deemed to meet project criteria and code requirements.

SPECIAL INSPECTION (NYS)	CODE SECTION	EMPLOYED BY
SOIL INVESTIGATION (BORINGS/TEST PITS)	1802.5	OWNER
SOILS SITE PREPARATION	1704.7.1	OWNER
SOIL-FILL PLACEMENT AND IN-PLACE DENSITY	1704.7.2, 1704.7.3	OWNER
FOOTINGS AND FOUNDATION	Section 1805	OWNER

SPECIAL INSPECTION (NYS)	CODE SECTION	EMPLOYED BY
CONCRETE - CAST IN PLACE (REINFORCED CONCRETE)	TABLE 1704.4	OWNER
CONCRETE DESIGN MIX	1904,1905.2-1905.4 1914.2, 1914.3	CONTRACTOR
CONCRETE TEST CYLINDERS	1905.6, 1914.10	CONTRACTOR
STRUCTURAL STEEL -ERECTION & BOLTING	1704.3.3 .& TABLE 1704.3	OWNER
STRUCTURAL STEEL - WELDING	1704.3, TABLE 1704.3 ITEM 5, TAB LE 1704.4 ITEM 2 1707.2, 2208	OWNER
STRUCTURAL COLD-FORM STEEL CONSTRUCTION	SECTION 2210	OWNER
MASONRY	1704.5 TABLES 1704.5.1 & 1704.5.3	OWNER
WALL PANELS, CURTAIN WALLS & VENEER	1704.10	OWNER
STRUCTURAL SAFETY - STRUCTURAL STABILITY	1704.19	CONTRACTOR
SPRAYED ON FIRE PROTECTION	1704.1	OWNER

HVAC Scope of Work

A. General

1. Furnish all Labor, Supervision, Materials, Equipment and Accessories necessary to provide a complete HVAC system.

B. Codes

1. The HVAC systems shall comply with all current New York State Codes, local Municipality Codes and all Local Authorities having jurisdiction.

C. Support & Processing

1. Air Conditioning and Heating

a. Phase 1: Provide one (1) air cooled, gas fired, packaged roof top air conditioning unit. Unit sized for 6,000 cfm/20 tons of cooling and 210 mbh of heating. RTU to be complete with supply fan, cooling coil, gas-fired heating section, condenser heat exchanger, condensing fans, economizer section, filter frames and complete control package.

b. Phase 2: Provide two (2) air cooled, gas fired, packaged roof top air conditioning unit. Unit sized for 12,000 cfm/40 tons of cooling & 4,000 mgh of heating. RTU to be complete with supply fan, cooling coil, gas-fired heating section, condenser heat exchanger, condensing fans, economizer section, filter frames and complete control package.

c. Unit shall be capable of operating in ambient temperatures of 0° - 125° F.

d. Unit casing shall be constructed of zinc coated, heavy duty, galvanized steel. Exterior surfaces shall be finished with a weather-resistant baked enamel finish.

e. Compressors shall be direct-drive, hermetic, variable stage scroll type with centrifugal type oil pumps. Crankcase heaters shall be included.

f. Evaporator and Condenser coils shall be 5/16" copper tubes mechanically bonded to aluminum plate fins. Coils shall be leak tested to 600 psig.

g. The gas fired heating section shall have a tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall pull the combustion products through the firing tubes.

h. Provide a section of electric baseboard in the entry vestibule.

2. Air Distribution

a. All supply ductwork shall conform to the standards and recommendations of the latest edition of SMACNA – HVAC Duct Construction Standards.

b. All galvanized steel sheet metal shall conform to ASTM A653/A653M (G-90) having not less than 0.90 oz. of zinc per square foot of sheet and be of lock-forming quality.

c. The ceiling plenum shall act as a return plenum.

d. All duct/return air openings in rated partitions shall be provided with a 1 ½ hr rated fire damper.

e. All branch ducts shall be provided with balancing dampers.

f. All supply air ductwork to all areas shall be single wall ductwork with externally wrapped 1 1/2" foil faced fiberglass insulation. All low pressure return air ductwork will be single wall ductwork without insulation Interior ductwork where exposed shall be ready for finish painting by the General Trades Contractor.

g. New sheet metal supply and return ductwork diffusers will be provided in each comfort zone.

3. Fans

a. All toilet room shall be provided with roof mounted exhaust fans. Toilet exhaust fans shall be interlocked to run whenever the RTU is running. Toilet exhaust fans to be sized for .5 cfm/sf, minimum 50 cfm.

b. Each exterior doorway shall be provided with an air curtain/fly fan. Fan to be sized to match the width of the doorway with a capacity of approximately 450 cfm/lf of doorway.

c. Mechanical/Electrical equipment spaces shall be provided with roof mounted ventilation fans.

d. Miscellaneous processing rooms mat require roof mounted exhaust fans to provide odor control.

e. All exhaust systems shall be provided with a charcoal filter and pre-filter to scrub exhaust airflow. Filters shall be similar to Can-Filters Max-Filter.

D. Cultivation

1. Ventilation

a. Provide each Greenhouse section with wall mounted exhaust fans including wall mounting box for fan and discharge shutters. Fans shall be sized to provide 1.0 air change per minute of ventilation air.

b. At opposite end from exhaust fans provide each Greenhouse section with motorized inlet shutters including wall box with insect screens. Inlet shutters shall be sized for a maximum of 400 fpm inlet velocity. Inlet shutters shall be interlocked to open when exhaust fans start.

c. Provide each Greenhouse section with multiple horizontal air flow fans to create racetrack air flow patterns to prevent air temperature stratification.

d. All exhaust systems shall be provided with a charcoal filter and pre-filter to scrub exhaust airflow. Filters shall be similar to Can-Filters Max-Filter.

2. Heating

a. Provide each Greenhouse section with gas fired horizontal flow unit heaters. Provide two heaters for each Greenhouse section sized to provide 120 Btu/sf of heat.

b. Unit heaters shall have stainless steel tubular heat exchangers with sidewall venting.

c. Unit heaters shall have self-diagnostic board with LED display.

d. Phase 1: Provide an under bench radiant heating system. Hot water shall be provided by a new natural gas fired high efficiency hot water boiler rated for 575 mbh of heat output.

e. Phase 2: Provide an under bench radiant heating system. Hot water shall be provided by a new natural gas fired high efficiency hot water boiler rated for 2,000 mbh of heat output.

f. Provide an inline hot water distribution pump, chemical shot feeder and expansion tank for the new under bench heating system.

g. Expansion tank shall be pressurized captive air bladder type, with a replaceable elastomeric bladder suitable for a maximum operating temperature of 240°F.

3. HVAC Piping

a. Hot Water: Schedule 10, black steel pipe

1) 2 inches and smaller – 150 lb malleable screwed fittings
2) 2 ½ inch and larger – welded steel fittings

b. Hot Water Insulation: 1-1/2 in thick glass fiber with vapor barrier jacket up to 2 inches. 2 inch thick glass fiber with vapor barrier jacket for 2 ½ inches or larger.

E. Manufacturing Facility

1. Air Conditioning and Heating

a. Provide three (1) one air cooled, gas fired, packaged roof top air conditioning unit. Unit sized for 6,000 cfm/20 tons of cooling & 210 mgh of heating. RTU to be complete with supply fan, cooling coil, gas-fired heating section, condenser

heat exchanger, condensing fans, economizer section, filter frames and complete control package.

b. Provide three (3) air cooled, gas fired, packaged roof top air conditioning unit. Unit sized for 12,000 cfm/40 tons of cooling & 4,000 mbh of heating. RTU to be complete with supply fan, cooling coil, gas-fired heating section, condenser heat exchanger, condensing fans, economizer section, filter frames and complete control package.

c. Unit shall be capable of operating in ambient temperatures of 0° - 125° F.

d. Unit casing shall be constructed of zinc coated, heavy duty, galvanized steel. Exterior surfaces shall be finished with a weather-resistant baked enamel finish.

e. Compressors shall be direct-drive, hermetic, variable stage scroll type with centrifugal type oil pumps. Crankcase heaters shall be included.

f. Evaporator and Condenser coils shall be 5/16" copper tubes mechanically bonded to aluminum plate fins. Coils shall be leak tested to 600 psig.

g. The gas fired heating section shall have a tubular heat exchanger design using stainless steel burners and corrosion resistant steel throughout. An induced draft combustion blower shall pull the combustion products through the firing tubes.

h. Provide a section of electric baseboard in the entry vestibule.

i. A new 1 ton split air conditioning system will be provided to meet the cooling requirements of the new server room with a ceiling mounted fan coil and a rooftop mounted condensing unit. Connect the evaporator condensate outlet to the nearest drain line.

2. Air Distribution

a. All supply ductwork shall conform to the standards and recommendations of the latest edition of SMACNA – HVAC Duct Construction Standards.

b. All galvanized steel sheet metal shall conform to ASTM A653/A653M (G-90) having not less than 0.90 oz. of zinc per square foot of sheet and be of lock-forming quality.

c. The ceiling plenum shall act as a return plenum.

d. All duct/return air openings in rated partitions shall be provided with a 1 ½ hr rated fire damper.

e. All branch ducts shall be provided with balancing dampers.

h. All supply air ductwork to all areas shall be single wall ductwork with externally wrapped 1 1/2" foil faced fiberglass insulation. All low pressure return air ductwork will be single wall ductwork without insulation Interior ductwork

where exposed shall be ready for finish painting by the General Trades Contractor.

i. New sheet metal supply and return ductwork diffusers will be provided in each comfort zone.

3. Fans

a. All toilet room shall be provided with roof mounted exhaust fans. Toilet exhaust fans shall be interlocked to run whenever the RTU is running. Toilet exhaust fans to be sized for .5 cfm/sf, minimum 50 cfm.

b. Each exterior doorway shall be provided with an air curtain/fly fan. Fan to be sized to match the width of the doorway with a capacity of approximately 450 cfm/lf of doorway.

c. Mechanical/Electrical equipment spaces shall be provided with roof mounted ventilation fans.

d. Miscellaneous processing rooms mat require roof mounted exhaust fans to provide odor control.

e. All exhaust systems shall be provided with a charcoal filter and pre-filter to scrub exhaust airflow. Filters shall be similar to Can-Filters Max-Filter.

Electrical Scope of Work

A. Normal Power System

1. Electric service to the building shall be obtained from a new utility distribution system. Lighting and common area power will be served from panels located in central electrical closets. A space of this size and use type will utilize two (2), 277/480V-5000A switchboards.

B. Lighting

1. Interior lighting will be primarily LED, with flourscent sources being used only in specially designated areas as determined by the Architect and/or lighting designer. The LED lighting systems will utilize energy efficient lamps, electronic drivers and low brightness louvers or diffusers and reflectors. Strategically arranged corridor fixtures will be unswitched for egress lighting as well as providing economic night time illumination. Occupancy sensors and/or timers will be considered in the design of the facility to turn off lights automatically when not needed. A low voltage lighting control system connected to the buildings energy management system will be provided for the main lobby spaces, and exterior lighting.

C. Fire Alarm

1. The fire alarm system will be an extension of the existing analog/addressable type installed complete with annunciator panels in keeping with the existing building Design Standards. The system will provide complete fire detection and alarm capabilities with manual pull stations, automatic detectors and monitoring of sprinkler water flow and valve position. Signaling devices will be audible devices and flashing indicator lights in keeping with ADA requirements. The system will interface with the building monitoring and information system.

D. Scope of Work

1. The following general systems and equipment shall be provided as a minimum, but not be limited to the following:

   a. Primary Electric Service (distribution panels with sub-metering)

   b. Secondary Electric Service. (branch circuit panelboards).

   c. Internal Normal distribution system.

   d. Grounding.

   e. Lighting fixtures including lamps.

   f. Connections to HVAC, plumbing, elevators, pneumatic tube equipment.

   g. Testing, cleaning and adjusting.

h. Fees, permits, royalties, guarantees.

i. Firestopping, smokeproofing, waterproofing.

j. Shop Drawings, Record Drawings, Coordination Drawings.

k. Short circuit, voltage drop and coordination studies including breaker trip settings.

l. Fire alarm system.

m. Connections to Owner furnished equipment.

n. Lightning Protection System

E. Normal Distribution System

1. Primary Electric Service

a. Furnish and install two (1) 208 volt, 400 amp rated distribution panel board with a 225A branch circuit panelboard to feed lighting and receptacle loads. Large equipment loads will be fed via the distribution panelboard.

b. Sub-metering shall be installed ahead of the feeder that serves the fit-out space.

2. Distribution Transformers

a. Stepdown transformers, 480V to 208/120V, 3-phase 4-wire, shall be dry-type, 2-winding, self-cooled. All bus shall be copper.

b. Transformer sound levels shall not exceed the ANSI and NEMA self-cooled rating levels.

c. Transformers shall meet the efficiencies listed in NEMA standard TP-1 1996.

d. Transformers shall be Harmonic Mitigating type transformers.

F. Distribution and Branch Circuit Panels

1. Distribution, lighting and receptacle panelboards shall be deadfront construction with copper bussing utilizing thermal magnetic circuit breakers for 100 amp and below and true RMS solid state circuit breakers with adjustable trip units (LSI) for above 100 amps. Panels 225A and below may be series rated, for the available short circuit current, with the upstream device. Panels over 225A shall be fully rated for the available short circuit current. All trims shall be door-in-door type.

2. All panels and individually mounted circuit breakers shall have short circuit ratings as follows:

a. 240V Class Panels/Breakers

1) 10 kAIC where shown fed via 150 kVA transformer and less

2) 22 kAIC where shown fed via 225 kVA transformer

3) 42 kAIC where shown fed via 300 kVA transformer

4) 65 kAIC where shown fed via 500 kVA transformers

G. Raceways, Feeders, and Branch Circuits

1. Raceways

a. Raceways for feeders and branch circuits shall be metallic, rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT) subject to the restrictions of the National Electrical Code, minimum size 3/4". EMT shall not be used in concrete construction or where subjected to mechanical damage.

b. Exterior ductbanks shall be comprised of PVC Schedule 40 conduit encased in concrete. Concrete duct banks shall be formed of plywood. Where ductbanks penetrate foundation walls or manholes, rigid galvanized steel (RGS) conduit shall be used.

2. Feeders

a. 600V feeders shall be single-conductor, 600V rated with XHHW or XHHW-2 insulation, feeders shall be color coded using color tape at all connections and in all pull and junction boxes. All feeders shall be installed in conduit. All wiring #8 AWG and larger shall be stranded.

3. Branch Circuits

a. Branch circuit conductors shall be single-conductors 600V rated with THWN or THHN insulation with continuous color coding.

b. Branch circuit conductor shall be designed to utilize the advantage of multi-wire distribution, however, no more than (6) current carrying conductors (3-phase, 3 neutral) shall be installed in a common conduit.

c. Minimum size wire for branch circuit and power wiring shall be #12 AWG, for remote control signal circuit and interlock wiring can be #14 AWG. For 20A branch circuit runs exceeding 100'-0" in length from the panelboard to the first outlet, the entire branch circuit run shall be #10 AWG or larger. For runs over 175'-0" to the first outlet, use #8 AWG or larger for the entire branch circuit run.

d. All wiring shall be in conduit.

H. Wiring Devices

1. All wiring device shall be Industrial rated quick disconnect type.

I. Fire Alarm System

1. The fire alarm system for the facility shall be a multiplex addressable, microprocessor based system with system cabinets, power supplies, micro-controller, keyboard display,

led display, batteries, peripheral devices, voice evacuation system, firefighters communication equipment, etc. The fire alarm system shall be as tied to existing facility central monitoring and notification alarm system.

2. The system shall comply with all current, applicable codes including the following:

   a. National Electric Code (2011)

   b. National Fire Protection Agency

      1) NFPA 72 2007 Edition

      2) NFPA 101 Life Safety Code (2006)

   c. Fire Code of New York State (FCNYS-2010)

   d. New York State Building Code (BCNYS-2010)

   e. Nassau County Fire Prevention Order (NCFPO) – Ordinance No. 56-1962 (Latest Amendment August 08, 2012)

   f. All applicable UL standards

   g. Americans with Disabilities Act (ADA)

   h. Local Fire Department Requirement

3. Wiring

   a. All fire alarm wiring shall be supervised. All wire and cable shall be suitable for fire alarm use and shall be installed in conduit.

   b. All wiring shall be stranded and color coded per the Hospital's Standards.

J. Preliminary Electrical Equipment Manufacturers (For Review)

1. Electrical Distribution Equipment –Square D , GE, or Cutler Hammer

2. Wiring Devices – Pass & Seymour (PT83300 Series) with quick disconnect wiring harness, Hubbell, Levitton

3. Fire Alarm – Edwards or Siemens.

4. Step Down Distribution Transformers (480V to 280V) – Square D, GE, or Cutler Hammer

Plumbing Scope of Work

A. Design Statement

1. The new Plumbing systems shall have the following characteristics:

   a. Protection of the public water supply.

   b. User safety and comfort.

   c. Universal accessibility.

   d. Energy responsiveness.

   e. Flexibility for future changes.

   f. Durability.

   g. Ease of maintenance.

   h. Reliability and redundancy.

2. Every effort will be made to design, layout and install equipment in locations which will tend to encourage routine preventive maintenance by providing easy access for maintenance personnel. Manual isolation valves will be provided to enable servicing, expansion of, renovation or construction of any part of the existing facility without unscheduled interruption of services in adjacent areas.

3. All systems, equipment and fixtures shall be designed in accordance with the Building Code, New York State Plumbing Code, applicable local Codes and Ordinances, and good engineering practices.

B. Design Criteria Conditions

1. Water Consumption of Plumbing Fixtures:

   a. Water Closet: 1.6 gallons per flush

   b. Public Lavatory: 0.5 gpm

   c. Sink/Shower: 1.5 gpm

   d. Urinal: 0.125 gallon per flush

2. Water Supply:

   a. Water supply pressure within the system shall be maintained between 30 psi minimum and 80 psi maximum at all points.

   b. Potable water shall be protected from contamination by the use of the Code

approved cross connection control devices and practices.

3. Hot Water Supply:

   a. Hot water shall be distributed throughout the building at a temperature of 120°F. A hot water return system shall be provided to maintain the hot water supply temperature. A hot water recirculation pump shall be provided, it shall operate when the temperatures of the hot water system drops to 110°F.

   b. Hot water circulation piping shall pass within 20 feet of each and every fixture maximum.

4. The sanitary drainage system shall drain all above grade fixtures by gravity.

5. The storm drainage system shall be sized to remove rainwater from the building's roof. The system size shall be based upon local rainfall rates. Foundation drainage shall collect by gravity with discharge to the building's storm drain via a duplex sump pump.

6. The natural gas system shall be designed with a maximum system pressure drop of 0.5 inches water column.

7. A central RO/DI system shall be provided. The system shall be designed to provide CAP type II (1 megohm-cm) water to each point of use in the building. The piping system shall be designed to maintain 4-5 feet/second velocity.

8. A separate laboratory waste collection system shall be provided to drain all laboratory fixtures with discharge through central pH neutralizing system.

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Plumbing Contractor for the installation of all work as specified hereinunder. This specification represents the overall concept of the Plumbing system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

   a. Water Supply

      1) Provide a new 4" domestic water service. The service will connect to the municipal service and will be protected with duplex building containment reduced pressure backflow preventers.

      2) Provide a new water meter for the facility.

b. Sanitary Waste and Vent

1) Provide a complete sanitary waste and vent system throughout the building serving the toilet rooms, mechanical equipment and floor drains. Systems shall run by gravity flow wherever possible. All of the sanitary waste and vent systems shall be cast iron pipe.

2) A complete laboratory waste and vent system shall be provided throughout the flowering/growing areas in the building.

3) Flowering/growing area sinks, drains and equipment shall be connected by gravity to the laboratory waste system, utilizing polypropylene piping which will exit the building independent of the sanitary waste system. Laboratory vent piping shall also utilize polypropylene pipe and shall run through the roof independent of the sanitary vent system. A new pH monitoring system with a 30 day chart recorder shall be provided to monitor the laboratory waste effluent.

4) The laboratory waste collection system will connect to a central neutralizing system before connecting to the sanitary system outside the building. The central neutralizing unit will consist of a single tank, complete with a control unit, sensor in the central laboratory waste tank to sense the acid or alkaline rating of the tank contents. Adjacent to the tank/control unit, there will be two (2) tanks with pumps. One (1) tank will be filled with a liquid acid neutralizing agent and the other tank with an alkaline neutralizing agent. The control unit will automatically add the proper amount of acid to bring an alkaline solution down to neutral 7.0 or the proper amount of alkaline to bring an acid solution up to neutral 7.0. A sensor operated recording device shall also be provided on the laboratory waste line prior to connection with the sanitary sewer. The control system shall operate to discharge liquid waste in a range of 6.5 to 8.5 pH or as required by the Local Sewer Authority. The effluent will be monitored and alarmed for proper final discharge characteristics.

c. Hot Water

1) Provide a new hot water system to serve the facility.

2) There will be a fully recirculating hot water supply system as follows:

a) Domestic hot water will be produced by duplex, gas fired, storage water heaters as manufactured by PVI, Industries. The heaters shall operate with 4"wc natural gas and shall produce 140°F hot water. The hot water systems shall be equipped with electronic mixing valves (EMV's) capable of handling high and low flow conditions. The EMV's shall reduce the temperature of the distributed hot water to 120°F for use by building occupants. System shall be provided with circulators, mixing valve, and an expansion tank.

d. Storm Drainage System

1) Provide a complete gravity storm drainage system in the building. The system shall connect to each roof drain and area drain, including collection from the underslab drainage, as well as condensate drains from HVAC equipment. Storm drains which cannot flow by gravity will be collected in a duplex sump pump system. The underslab drainage system will connect to the duplex sump pump system through a sediment settling pit. The effluent from the sump pump will connect to the gravity system.

e. Natural Gas

1) The natural gas system shall be an extension of the municipal distribution system to the building through a meter and regulator. The building distribution system shall be supplied from the meter through the foundation wall and then is distributed to the building. The distribution system shall include all piping, fittings, valves, vents, regulators and connections to suit requirements. The gas system shall also supply gas to the new gas-fired domestic and HVAC heating equipment.

f. Tempered Water

1) A tempered water system for emergency water supply shall be provided. Distribution shall supply all emergency showers and eyewashes with ±85°F water. The tempered water will be supplied from the domestic water system through mixing valves located at each fixture.

g. Reverse Osmosis/Deionized (DI) Water System

1) A complete central reverse osmosis and deionized water (RO/DI) system located in the new building mechanical room with a continuous loop will be provided throughout the laboratories. The system is intended to provide CAP Type II (1 megohm-cm) water at the point of use. This system shall include a mixing valve, multi-media, duplex water softeners, carbon filters, carbon recirculation skid, skid mounted RO system, storage tanks, mixed bed deionizers, controls, PLC control panel and all piping, valves and filters to make a complete system. The system shall include butt fused polypropylene piping with diaphragm valves.

h. Safety Equipment

1) Emergency showers/eyewashes shall be provided as required by Code.

2) Supply piping shall be from the potable tempered water system. The system design shall be based on ANSI Guidelines.

i. Specialty Gas Systems

1) Specialty gas system (CO2) shall be provided as required, with all valves, piping and regulators. The systems will be located on each floor. All piping and valves shall be provided, capped and cleaned for oxygen service.

j. Site Utilities

1) Provide new connection to the existing municipal water service. The new 4" water service shall include wet tapping sleeve, thrust blocks, curb box and all appurtenances required to make installation complete. Provide a new 4" fire protection water service from the municipal water service. Both services shall enter the mechanical room separately.

2) Provide new manholes and piping to connect new storm and sanitary sewer lines and laboratory sewer lines to the existing sanitary and storm sewer.

D. Preliminary Plumbing Fixtures Selection
All products shall match products determined to be acceptable by the Owner.

Fixture	Type	Acceptable Mfr.
Water Closet	Wall hung Elongated vitreous china (1.6 gpf)	American Standard Kohler Eljer
Urinal	Wall hung Vitreous china (1.0 gpf)	American Standard Kohler Eljer
Lavatory	Wall hung China Metering faucets	American Standard Kohler Eljer
Electric Water Cooler	Wall hung Dual height	Elkay Halsey-Taylor Sunroc Oasis
Mop Receptors	Terrazo Base	Fiat Stern Williams
Roof Drains	Large sub-surface body with High dome	J.R.Smith Wade Zurn
Floor Drains	Various	J.R.Smith Wade Zurn
Wall Hydrants	Non-freeze	J.R.Smith Wade Zurn
Hose Bibbs	Loose key Vacuum breaker	Chicago T&S Brass
Faucets	Laboratory/Lavatory	Chicago American Standard
Flush Valve	Manual - exposed	Sloan Royal

E. Piping Materials

Piping	Type	Joints
Cold Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Soil/Waste Vent (Above Ground)	Service weight CI	No hub
Soil/Waste Vent (Below Ground)	Service weight CI.	Push-On
Storm Drains (Above Ground)	Service weight CI	No hub
Storm Drains (Below Ground)	Service weight C.I.	Push-On
Laboratory Waste/Vent (Above/Below Ground)	Polypropylene Schedule 40	Fusion
RO/DI Water	Polypropylene Schedule 40	Socket Fusion
Natural Gas	Schedule 40 steel	Screwed or Welded
Exterior Storm/Sanitary	PVC	Push-On
Exterior Water	Cement Lined Ductile Iron	Mechanical

F. Valving Selection

Service	Type	Joints
Cold Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Natural Gas	Lubricated plug gas cock	Screwed or flanged
Reverse Osmosis Water	Polypropylene diaphragm valve with viton seals and PTFE seats	Socket Fusion Weld

G. Preliminary Equipment Selection

1. Water Service

   a. Two (2) 4" reduced pressure backflow preventers (Watts 909), installed on building service in parallel for building containment and to protect the municipal water main.

   b. One (1) 3" reduced pressure backflow preventer (Watts 909), for supply to purified (RO/DI) water system and (1) 2-1/2" reduced pressure backflow preventer for mechanical make-up.

2. Hot Water Heaters

   a. Domestic Hot Water (Duplex)

      1) Gas fired water heater with hot water recirculating system, 140°F. Main thermostatic mixing valve.

3. Purified Water System

   a. Complete pre-treatment system including multi-media water softener and carbon filters.

   b. Storage tank, tightly covered, polypropylene with sterile vent filter and level switch.

   c. Stainless steel sanitary recirculation pump.

   d. Ultra violet sterilizer.

   e. 0.2 micron final filters.

   f. Continuously circulated, polypropylene, building piping system.

   g. RO unit rated for 7.5 gpm minimum product flow.

   h. Mixed bed regenerable deionization tanks.

   i. Complete system equal to Burt Process Systems, Inc.

4. Piping Insulation

   a. Owens-Corning ASJ-SSL, pre-formed piping insulation of 4 lb. density fiberglass with ASJ/self-sealing lap. Fittings shall be insulated with loose fiberglass and covered with pre-formed PVC jacket as by Zeston. Insulation thickness in accordance with the following schedule.

      1) Hot Water and Recirculation Hot Water: 1"

      2) Cold Water: 1" Vapor Sealed

      3) Rainwater Piping: 1" Vapor Sealed

      4) Indirect Waste: 1"

   b. At each support, provide a 12" long segment of non-compressible insulation with jacket to match adjacent covering, as by Pipe Shields or equal.

5. pH Adjustment

   a. One (1) polyethylene trim tank with agitator.

   b. One (1) caustic tank with two (2) injection pumps.

   c. One (1) acid tank with two (2) injection pumps.

   d. Control panel with constant monitoring devices and paper chart recorder.

   e. Discharge monitoring sensor probe.

f. Associated piping, valves, wiring and sensors.

g. Complete system equal to Burt Process Systems, Inc

H. System Installation

1. All systems shall be installed in strict accordance with Authorities having jurisdiction and manufacturer guidelines.

I. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

J. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, all pressure vacuum and piping systems shall be tested 150% of the normal working pressure.

Fire Protection Scope of Work

A. Design Statement

1. The new Fire Protection systems shall have the following characteristics:

   a. Occupant and building safety.

   b. No adverse effect on public water supply.

   c. Flexibility for future changes.

   d. Durability.

   e. Ease of maintenance.

   f. Reliability and redundancy.

2. Every effort will be made to design, layout and install equipment in locations which will tend to encourage routine preventive maintenance by providing easy access for maintenance personnel. Manual isolation valves will be provided to enable servicing, expansion of, renovation or construction of any part of the existing facility without unscheduled interruption of services in adjacent areas.

3. All systems and equipment shall be designed in accordance with New York State Building Code, Nassau County Fire Prevention Ordinance, recommendations of the National Fire Protection Association (NFPA), National Electrical Code (NEC), Factory Mutual (FM), and the Owner's insurance underwriter.

B. Design Criteria

The fire protection system shall be designed as follows:

1. Sprinklers shall be provided throughout the building to protect all areas.

2. Sprinklers in mechanical rooms, storage rooms and general areas shall be designed to meet ordinary hazard group II for occupancy class F-1.

3. The water service for the new automatic wet pipe sprinkler system shall be supplied from (1) 6" fire service the existing street mains. Supplementary pressure boosting shall not be required. Service shall be equipped with a DCDA type backflow preventer with bypass meter.

4. Sprinkler Densities:

   a. Ordinary hazard - 0.2 gpm per sq.ft. over the most remote 1500 sq.ft.

5. Protection area per sprinkler head shall be:

   a. Ordinary hazard - 100 square feet

6. Application

a. Ordinary hazard - General areas
Mechanical Rooms
Storage Rooms

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Fire Protection Contractor for the installation of all work as shown on the drawings and as specified hereunder. The specification represents the overall concept of the Fire Protection system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

a. A complete fire protection system will be provided as described hereinafter, from the new 6" water service, double check valve assembly, and sprinklers. The system shall be in accordance with all authorities having jurisdiction.

b. The sprinkler system shall be hydraulically designed and installed as per NFPA 13.

c. Provide a dry sprinkler system for protection of unheated areas.

d. Automatic sprinklers in the growing/flowering areas shall be corrosion resistant.

D. Systems

1. The entire facility will be provided with an automatic "wet" sprinkler system. Source of water will be as noted above. The system will include a fire department connection, located for convenient Fire Department access.

2. The sprinkler system shall have a floor zone control valve, complete with vane type flow alarm, test station, etc. to serve the sprinkler system.

E. Codes, Standards and References

1. The fire protection systems will be designed in accordance with the following:

a. Building Code

b. National Fire Protection Association (NFPA)

c. National Electrical Code (NEC)

d. Factory Mutual (FM)

e. Owner's Insurance Underwriter

F. Flow Test

1. Include all costs for conducting a flow test to verify hydraulic performance of the site system. Flow test will be run at times as directed by Owner and Local Authorities. Submit flow test data in conjunction with shop drawing submittal, for approval.

G. Pipe and Fittings

1. Pipe and fittings installed underground shall be Class 52 ductile iron cement lined with mechanical joints with a working pressure rating of 350 psig.

2. Sprinkler piping installed above ground and sized 2" and smaller shall be Schedule 40 black steel with threaded joints and fittings.

3. Sprinkler piping installed above ground and sized 2 ½ " and larger shall be Schedule 10 black steel with roll groove type connections and fittings, and mechanical couplings similar to Victaulic system. Pressure rating shall be 175 psig minimum.

H. Sprinkler Heads

1. Heads in hung ceilings shall be concealed type, color to match ceiling.

2. Heads in areas without ceilings shall be upright brass finish.

3. All heads shall be UL listed or FM approved type 1/2" nominal bore, 165°F rated.

4. Sprinklers shall be of one manufacturer and shall be located in the center of ceiling tiles.

5. Provide corrosion resistant sprinklers in all growing/flowering/moisture areas.

I. Backflow Preventer

1. Unit shall be in conformance with Local regulations. Provide spare parts kit. Unit shall be installed on incoming water service.

J. Valves

1. All valves shall be OS&Y type gate valves or butterfly valves, UL listed and/or FM approved for sprinkler service with a rated working pressure of 175 psig minimum.

2. All valves in the fire protection system shall be equipped with supervisory tamper switches, to be wired back to fire alarm control panel.

3. Dry valves shall be similar to Viking with nitrogen generator and tank.

K. System Installation

1. The entire facility shall be sprinkled in accordance with the Authorities having jurisdiction, including the Owner's Insurance Underwriter, Local Fire Department, and NFPA Guidelines. The system shall be installed in accordance with these Guidelines.

L. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

M. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, the systems shall be tested at 200 psi.

BUILDING CODE DATA

APPLICABLE NEW YORK STATE CODES

2010 NEW YORK STATE BUILDING CODE (NYSBC)
2010 NEW YORK STATE EXISTING BUILDING CODE
2010 NEW YORK STATE MECHANICAL CODE
2010 NEW YORK STATE PLUMBING CODE
2010 NEW YORK STATE FUEL GAS CODE
2010 NEW YORK STATE FIRE SAFETY CODE
2014 ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE (ECCCNYS)
NATIONAL ELECTRICAL CODE NFPA 70/2008 (NEC)
ASME A17.1 - 2007 SAFETY CODE FOR ELEVATORS AND ESCALATORS
ICC/ANSI A117.1/2003 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES (ANSI)

AUTOMATIC SPRINKLER SYSTEM (903) WILL BE PROVIDED AND SHALL MEET THE REQUIREMENTS OF THE NASSAU COUNTY FIRE PROTECTION ORDINANCE.

AUTOMATIC FIRE ALARM SYSTEM (907) WILL BE PROVIDED AND SHALL MEET THE REQUIREMENTS OF THE NASSAU COUNTY FIRE PROTECTION ORDINANCE.

MEANS OF EGRESS ILLUMINATION EMERGENCY POWER (1006.3) WILL BE PROVIDED.

EXIT SIGNS (1011.1) WILL BE PROVIDED.

REQUIRED NUMBER OF EXITS (T 1019.1) 1-500 OCCUPANTS => 2 501 - 1000 OCCUPANTS => 3 MORE THAN 1000 => 4

EXIT ACCESS TRAVEL DISTANCE (T 1016.1) F-1 = 250 FT MAX. S-2 = 250 FT MAX.

DEAD END (1017.3) 50 FT FOR F-1 OR 2.5 X WIDTH OF CORRIDOR MAX.

COMMON PATH OF TRAVEL (1014.3) 100 FT MAX. (FULLY SPRINKLERED)

HEIGHT AND AREA LIMITATIONS (T 503) 2 STORY UNLIMITED AREA BUILDING (507.4)

OCCUPANCY CLASSIFICATION (508) MIXED USE NONSEPARATED OCCUPANCY GROUPS F S (508.3.2) SEPARATED OCCUPANCY GROUP 'H'

REQUIRED EGRESS WIDTH PER OCCUPANT (T 1005.1) STAIRWAYS 2 INCHES PER OCCUPANT OTHERS 15 INCHES PER OCCUPANT (FULLY SPRINKLERED)

CORRIDOR WIDTH (1017.2) 44 INCHES MIN.

DOOR SIZE (1008.1.1) 32 INCH CLEAR MIN 48 INCH MAX LEAF 80 INCHES MIN. HEIGHT

INTERIOR WALL AND CEILING FINISH REQUIREMENTS (T 803.5)

USE	EXIT ENCLOSURES AND EXIT PASSAGEWAYS	CORRIDORS	ROOMS AND ENCLOSED SPACES
F (SPRINKLERED)	CLASS C	CLASS C	CLASS C
S (SPRINKLERED)	CLASS C	CLASS C	CLASS C

MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (T 2902.1)

USE	MALE WATER CLOSETS	FEMALE WATER CLOSETS	MALE LAVATORIES	FEMALE LAVATORIES	DRINKING FOUNTAINS	OTHER
F	1 PER 100	1 PER 100	1 PER 100	1 PER 100	1 PER 100	1 SERVICE SINK
S	1 PER 100	1 PER 100	1 PER 100	1 PER 100	1 PER 100	1 SERVICE SINK

FIRE RESISTANCE RATINGS (T 601)

CONSTRUCTION TYPE IIB

FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS)	REQUIRED
STRUCTURAL FRAME *a	0
BEARING WALLS	
EXTERIOR *g	0
INTERIOR	0
NONBEARING WALLS AND PARTITIONS	
EXTERIOR	0
INTERIOR *f	0
FLOOR CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	0
ROOF CONSTRUCTION INCLUDING SUPPORTING BEAMS AND JOISTS	0 *d

FOR SI 1 FOOT = 304.8 MM

a. THE STRUCTURAL FRAME SHALL BE CONSIDERED TO BE THE COLUMNS AND THE GIRDERS BEAMS TRUSSES AND SPANDRELS HAVING DIRECT CONNECTIONS TO THE COLUMNS AND BRACING MEMBERS DESIGNED TO CARRY GRAVITY LOADS. THE MEMBERS OF FLOOR OR ROOF PANELS WHICH HAVE NO CONNECTION TO THE COLUMNS SHALL BE CONSIDERED SECONDARY MEMBERS AND NOT A PART OF THE STRUCTURAL FRAME.

b. ROOF SUPPORTS FIRE-RESISTANCE RATINGS OF STRUCTURAL FRAME AND BEARING WALLS ARE PERMITTED TO BE REDUCED BY 1 HOUR WHERE SUPPORTING A ROOF ONLY.

c. EXCEPT IN F-1 H) AND S-1 OCCUPANCIES FIRE PROTECTION OF STRUCTURAL MEMBERS SHALL NOT BE REQUIRED INCLUDING PROTECTION OF ROOF FRAMING AND DECKING WHERE EVERY PART OF THE ROOF CONSTRUCTION IS 20 FEET OR MORE ABOVE ANY FLOOR IMMEDIATELY BELOW FIRE-RETARDANT-TREATED WOOD MEMBERS SHALL BE ALLOWED TO BE USED FOR SUCH UNPROTECTED MEMBERS.

d. IN ALL OCCUPANCIES HEAVY TIMBER SHALL BE ALLOWED WHERE A 1-HOUR OR LESS FIRE-RESISTANCE RATING IS REQUIRED.

e. AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION 903.3.1.1 SHALL BE ALLOWED TO BE SUBSTITUTED FOR 1-HOUR FIRE-RESISTANCE-RATED CONSTRUCTION, PROVIDED SUCH SYSTEM IS NOT OTHERWISE REQUIRED BY OTHER PROVISIONS OF THE CODE OR USED FOR AN ALLOWABLE AREA INCREASE IN ACCORDANCE WITH SECTION 506.3 OR AN ALLOWABLE HEIGHT INCREASE IN ACCORDANCE WITH SECTION 504.2. THE 1-HOUR SUBSTITUTION FOR THE FIRE RESISTANCE OF EXTERIOR WALLS SHALL NOT BE PERMITTED.

f. NOT LESS THAN THE FIRE-RESISTANCE RATING REQUIRED BY OTHER SECTIONS OF THIS CODE

g. NOT LESS THAN THE FIRE-RESISTANCE RATING BASED ON FIRE SEPARATION DISTANCE (SEE TABLE 602).

CORRIDOR FIRE RESISTANCE RATING (T 1017.1)

OCCUPANCIES F S = 0 HRS (FULLY SPRINKLERED)

VERTICAL EXIT ENCLOSURE FIRE-RESISTANCE RATING (1020.1)

LESS THAN FOUR STORIES = 1 HR

SHAFT ENCLOSURES (707)

LESS THAN THREE STORIES SHAFT ENCLOSURES NOT REQUIRED (707.2 EXC 7.1)

ELECTRICAL ROOM (NFPA 70 - 450.21.B)

FIRE-RESISTANCE RATING = 1 HR

SPRINKLER ROOM (NFPA 20 - 4.12.1.1.2)

FIRE-RESISTANCE RATING= 1 HR

EGRESS WIDTH PER OCCUPANT SERVED (T 1005.1)

STAIRWAYS = 0.2 INCHES PER OCCUPANT DOORS = 0.15 INCHES PER OCCUPANT

EGRESS LOAD - FIRST FLOOR

OCCUPANCY	AREA (SQUARE FEET)	SQUARE FEET PER OCCUPANT	# OF OCCUPANTS
GREENHOUSE / STORAGE	46 143	300 NET	154
F-1	56 911	100 GROSS	569
			723 TOTAL

EGRESS CAPACITY - FIRST FLOOR

EGRESS COMPONENT	WIDTH (INCHES)	EGRESS WIDTH PER OCCUPANT SERVED	CAPACITY
DOOR 1 - 16	(2) 33	(2) 35 x 16 / 0.15	7466
DOOR 17 & 18	35	0.15	466
DOOR 19 - 20	(2) 33	(2) 35 x 16 / 0.15	933
DOOR 21 - 23	35	0.15	466
DOOR 23	35	0.15	466
TOTAL EGRESS CAPACITY - FIRST FLOOR			9 797 TOTAL

EGRESS LOAD - SECOND FLOOR

OCCUPANCY	AREA (SQUARE FEET)	SQUARE FEET PER OCCUPANT	# OF OCCUPANTS
STORAGE	33,785	300 GROSS	113 ACTUAL
			113 TOTAL

EGRESS CAPACITY - SECOND FLOOR

EGRESS COMPONENT	WIDTH (INCHES)	EGRESS WIDTH PER OCCUPANT SERVED	CAPACITY
DOOR (STAIR #1)	35	0.15	233
DOOR (STAIR #2)	35	0.15	233
DOOR (STAIR #3)	33	0.15	220
			699 TOTAL

STAIRS - SECOND FLOOR

EGRESS COMPONENT	WIDTH (INCHES)	EGRESS WIDTH PER OCCUPANT SERVED	CAPACITY
STAIR #1	48	0.20	240
STAIR #2	44	0.20	220
STAIR #3	44	0.20	220
			680 TOTAL

SCALE 1/16"=1'-0" WHEN PRINTED ON 22 x 34
SCALE 1/32"=1'-0" WHEN PRINTED ON 11 x 17

This drawing submitted solely for application to become a New York State registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act.

Applicant:
Silverpeak NY LLC
c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Cultivation & Manufacturing
1001 South Oyster Bay Rd.
Bethpage, New York 11714

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011
TEL 212 206 7060 email: info@paulhillarchitects.com

Consultants:
BR+A Engineers
105 Madison Ave
New York, New York 10016
Feld, Kammetzky & Cohen
Division of GEI Consultants, Inc, P.C.
500 N. Broadway Suite 164
Jericho, New York 11753
A K R F Inc
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
GENERAL NOTES & EGRESS CALCULATIONS

Dwg. File: A0-03.dwg	Scale: 1/16"=1'-0"
Project Number: 3502	Date: 6-4-2015
Sheet Number: A	

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

THIS DRAWING SUBMITTED SOLELY FOR APPLICATION TO BECOME A NEW YORK STATE REGISTERED ORGANIZATION TO MANUFACTURE AND DISPENSE MEDICAL MARIJUANA UNDER THE COMPASSIONATE CARE ACT.

Applicant

Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development

NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:

Medical Marijuana Cultivation & Manufacturing Facility

1001 South Oyster Bay Road
Bethpage, NY 11714

PAUL JACOB HILL

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NEW YORK, NEW YORK 10011

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500 N. Broadway Suite 164
Jericho, New York 11753

A.K.R.F Inc.
440 Park Avenue South 7th Fl.
New York, New York 10016

Drawing Title.

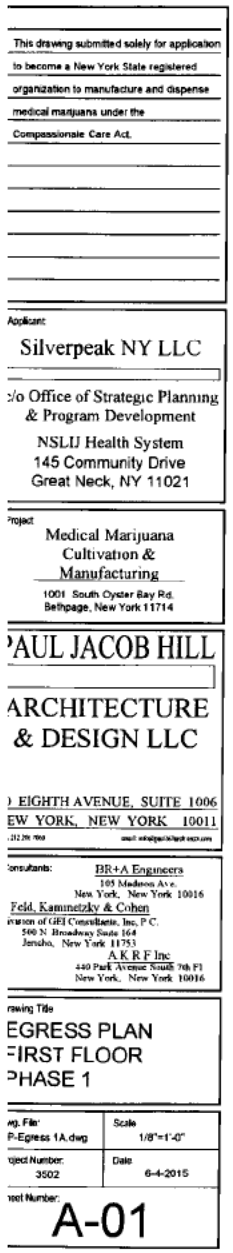
1001 SOUTH OYSTER BAY ROAD
BETHPAGE, NY 11714

Dwg. File.	Scale:
	1"=50'
Project Number: 12223	Date: 06/04/2015

Sheet Number:

SD-1

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



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Applicant:
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145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Cultivation & Manufacturing
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Bethpage, New York 11714

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300 N. Broadway Suite 164
Jericho, New York 11753
A.K.R.F Inc.
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
PHASE 1-PROPOSED FIRST FLOOR PLAN & PHASE 2 KEY PLAN

Dwg. File: CSP Phase 1.dwg	Scale: 1/8"=1'-0"
Project Number: 3502	Date: 6-4-2015

Sheet Number:
A-1A

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

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Applicant

Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development

NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project

Medical Marijuana Cultivation & Manufacturing

1001 South Oyster Bay Rd.
Bethpage, New York 11714

PAUL JACOB HILL

ARCHITECTURE & DESIGN LLC

80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants

BR+A Engineers
105 Madison Ave
New York, New York 10016

Feld, Kammetzky & Cohen
Division of CBI Consultants, Inc. P.C.
500 N. Broadway Suite 164
Jericho, New York 11753

A.K.R.F. Inc.
440 Park Avenue South 7th Fl.
New York, New York 10016

Drawing Title

PHASE 1 - 2nd FL. DEMO. & PROPOSED FLOOR PLAN / EGRESS DIAGRAM

Dwg. File:	Scale
AD1-20.dwg	1/16"=1'-0"
Project Number:	Date
3502	6-4-2015

Sheet Number:

A-1B

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

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

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Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Cultivation & Manufacturing
1001 South Oyster Bay Rd.
Bethpage, New York 11714

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80 EIGHTH AVENUE, SUITE 1006
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tel. 212 206 7060 email: info@paulhillarchitects.com

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500 N. Broadway Suite 164
Jericho, New York 11753
A K R F Inc
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
PHASE 2
PROPOSED FIRST FLOOR PLAN 1 OF 2

Dwg. File:	Scale:
AD1-20.dwg	1/16"=1'-0"
Project Number:	Date:
3502	6-4-2015

Sheet Number:
A-2A

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

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Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Cultivation & Manufacturing
1001 South Oyster Bay Rd.
Bethpage, New York 11714

PAUL JACOB HILL
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80 EIGHTH AVENUE, SUITE 1006
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Jericho, New York 11753
A K R F Inc
440 Park Avenue South 7th Fl
New York, New York 10016

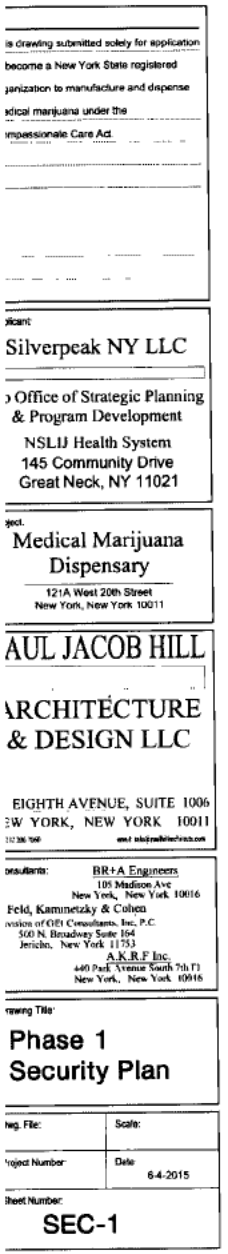
Drawing Title:
PHASE 2
PROPOSED FIRST FLOOR PLAN 2 OF 2

Dwg. File: AD1-20.dwg	Scale: 1/16"=1'-0"
Project Number: 3502	Date: 6-4-2015

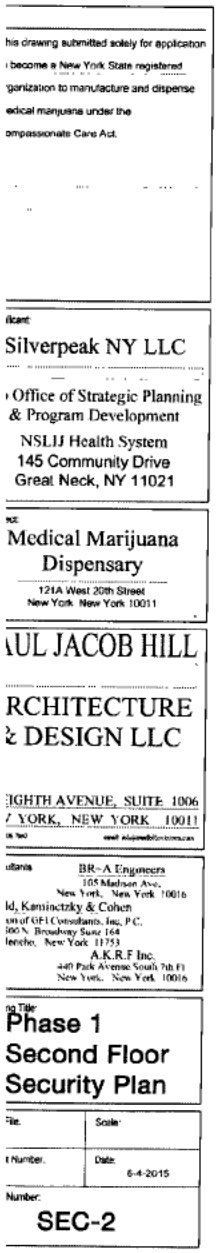
Sheet Number:
A-2B

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


his drawing submitted solely for application
become a New York State registered
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edical marijuana under the
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licant:
Silverpeak NY LLC

Office of Strategic Planning
& Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

ect:
Medical Marijuana
Dispensary
121A West 20th Street
New York New York 10011

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lericho, New York 11753
A.K.R.F Inc.
440 Park Avenue South 7th Fl
New York, New York 10016

ng Title:
Phase 1
Second Floor
Security Plan

File:
Scale:
t Number:
Date:
6-4-2015
Number:
SEC-2

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

This drawing submitted solely for application to become a New York State registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act

Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
121A West 20th Street
New York, New York 10011

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants:
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Jericho, New York 11753
A.K.R.F Inc.
440 Park Avenue South 7th Fl.
New York, New York 10016

Drawing Title:
Phase 2
Security Plan

Dwg. File:	Scale:
Project Number:	Date: 6-4-2015

Sheet Number:
SEC-3

Silverpeak NY LLC
Medical Marijuana Dispensary

907 Northern Boulevard
First Floor Suite A
Great Neck, NY (Town of North Hempstead)

Table of Contents

Section		Page(s)
Appendix B		1-13
Appendix B Data Sheet		14
Narrative Scope of Work & Outline Specifications		15-31
Drawings		
SD-1	Site Plan	32
D-1	Demolition Plan	33
A-0	Egress Plan	34
A-1	Proposed Plan	35
SEC-2	Security Plan	36

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:	Silverpeak NY LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	NYS BC Occupancy Group B Business
Building Construction Type and Classification:	IIB
Facility Address:	907 Northern Boulevard, First Floor Suite A, Great Neck New York, 11021 (Town of North Hempstead)
Primary Contact Telephone number:	516-465-8251
Primary Contact Fax number:	516-465-8179

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

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

☐ N/A	TOWN BOARD APPROVAL
☐ N/A	PLANNING BOARD APPROVAL
☐ N/A	ZONING BOARD OF APPEALS APPROVAL
☑ 7-1--7-15/2015	PREPARATION OF CONSTRUCTION DOCUMENTS
☑ 7-15--8-15/2015	BUILDING PERMIT
☑ 7-15--8-1/2015	BIDDING PHASE
☑ 8-1--8-15/2015	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (1)
☑ 9-1/2015	COMMENCEMENT OF CONSTRUCTION
☑ 12-1-2015	COMPLETION OF CONSTRUCTION

Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

Energy Source:

☑ Natural Gas ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:

☑ Heating System: Type See data, Size sheet Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type See data, Size sheet Efficiency _____,
Ventilation Requirements _____

☐ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available 400A 277/480 3PH 4W

☑ Water Supply: Municipal Water Service X or Private Well Water _____

☑ Sewage: Municipal Sewer System X or Private Septic System _____

☑ Emergency Power System:
Type Battery, Size 90min-4hr Efficiency Exits/Sec,

Appendix B – Architectural Program

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

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- ☑ 2010 BUILDING CODE OF NYS
- ☑ 2010 FIRE CODE OF NYS
- ☑ 2010 PLUMBING CODE OF NYS
- ☑ 2010 MECHANICAL CODE OF NYS
- ☑ 2010 FUEL GAS CODE OF NYS
- ☑ 2010 PROPERTY MAINTENANCE CODE OF NYS
- ☑ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- ☐ 2012 IECC COMMERCIAL PROVISIONS
- ☑ 2010 EXISTING BUILDING CODE OF NYS
- ☑ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2008
- ☐ 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 Nassau County Fire Prevention Ordinance

Appendix B – Architectural Program

Select Project Type:
Check all that apply. Refer to the Existing Building Code for definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☑ Alteration Level 2
- ☐ Alteration Level 3
- ☐ Change of Occupancy
- ☐ Addition
- ☐ Historic Building
- ☐ Demolition
- ☑ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work Involved:
Check all that apply.

- ☑ General Construction
- ☐ Roofing
- ☐ Asbestos Abatement/Environmental
- ☑ Fire Alarm
- ☐ Structural
- ☑ Mechanical
- ☑ Plumbing
- ☑ Electrical
- ☐ Site Work
- ☐ Sprinkler
- ☐ Elevators
- ☑ Other: Telecommunications/Security

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.	B Business	B Business - No Change

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.		None
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.		None
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		None
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	4 story 23,000 sf	2 story 3,000 & approx 3,500
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	1 hr	See Appendix B Data Sheet

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	No separations required	No separations required See Appendix B data sheet.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	II B	II B
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No Change to existing. See drawing A-1	No Change to existing.

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 hr all facades	0 hr all facades
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	<30'	<30'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 hr	2 hr
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	No to change to existing, except at Vestibule -Stair 1	Vestibule -Stair 1, Cannabinoid & Ordinary Storage

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	0 hr	0 hr
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: ☐ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Not required	Not 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.	Not required	Not provided
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not required	Not provided
22	Fire Alarm & Detection Systems	907	NCFPO 18-1-2	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	Not Required	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]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/A	N/A
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See egress calculations on drawing A-0	See egress calculations on drawing A-0
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See occupancy loads on drawing A-0	See occupancy loads on drawing A-0
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See dimensions on A-1	See dimensions on 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.	Per 1104	Accessible route 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]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32"min clear	36" nominal min clear
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.	No stairs within project area	No stairs within project area
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	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.	100'	35'
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.	32"min clear	36" nominal min clear
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 hr required >30 occupants	0 hr provided. Partitions deck to deck at dispensary

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36" per 1017.2, exception 2	60"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A occupancy <30	N/A
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 within dispensary 2 at first story	4 within dispensary 4 at first story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	1 hr required	1 hr provided
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	1 hr per 1021.3	1 hr
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	No change to exisitng	No change to existing
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.	Existing Site See Appendix B data sheet	Existing Site See Appendix B data sheet
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).	No change to existing building envelope	No change to existing building envelope
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	90 minutes for Egress Lighting & Exit Signage	90 minutes for Egress Lighting & Exit Signage 4 hr for security system
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	1 male + 1 female + 1 unisex	1 male + 1 female + 1 unisex
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing building, value not currently known	30psi-80psi req'd
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 apparatus road within 150' of all building portions	Fire apparatus road within 150' of all building portions

APPENDIX B
DATA SHEET
907 NORTHERN BOULEVARD
FIRST FLOOR SUITE A
GREAT NECK, NY (TOWN OF NORTH HEMPSTEAD)

Line #	Topic	Required/Allowed Value	Facility's Actual Value
Part III Engineering Systems			Heating:45,000 btu/hr of space heat provided by the existing AHU, gas fired. Cooling: 3-5 (1,200-2,000 CFM) tons of space cooling provided by the existing AHU, electric source. Spot Cooling at LAN 1 ton (300 CFM) split system, electric source.
6	Incidental Use Areas	1 hr	Cannabinoid Storage Ordinary Storage 1 hr separation rating req'd per Table 508.2
7	Mixed Occupancies	No separations required	No separations required per 508.3.1. Combined area of Housekeeping & Janitor's Closet =77 sf. Building floor area = 3,000 sf. Therefore, 10% = 300 sf > 77 sf.
43	Accessibility	Existing site – No Change	Existing site – No Change New features within first floor conform to Chapter 11 NYS BC and ICC/ANSI 117.1(03)

June 4, 2015

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

Re: Silverpeak NY LLC: Certify Medical Marijuana Dispensary at 907 Northern Boulevard
First Floor Suite A, Great Neck, NY 11021

Narrative

In accordance with PHL § 3365(3) and Title 10 of the New York Code of Rules and Regulations (NYCRR) § 1004.6, Silverpeak NY LLC, (Silverpeak) is proposing to certify a medical marijuana dispensary to be located at 907 Northern Boulevard, Great Neck, NY 11021 (Town of North Hempstead.) Through this project, Silverpeak will convert an existing single-tenant leasehold to accommodate a medical marijuana dispensary. This will be achieved through renovations to the facility, located within a free-standing two-story and cellar business occupancy structure, composed of steel frame, concrete floor deck, insulated metal and glass curtain wall, of incombustible construction, and will result in a code-compliant environment, conducive to patient and staff satisfaction, as well as programmatic efficiencies.

General & Architecture Scope

The medical marijuana dispensary shall be composed of (i) partitioned spaces internal to the existing structure, including existing spaces scheduled to remain unaltered, areas to be altered to accommodate proposed uses, and spaces to be altered to provide conformance with requirements, and (ii) partitioned spaces internal to the existing building including existing ancillary electro/mechanical spaces scheduled to remain unaltered. Existing, proposed, egress, and security conditions are respectively depicted on drawings dated June 4, 2015, submitted herewith. Within the proposed project area, renovation will consist of gypsum board on metal framed stud partitioning, new hollow metal doors and new hardware, altered and new suspended lay-in acoustic ceilings, modified and new architectural casework, modified and new floor and wall finishes, renovated and new toilet rooms, new janitor's closet and misc. room accessories; new HVAC equipment, modified and new ductwork and devices; modified and new electrical distribution and new devices; modified and new lighting, lighting controls, and exit signage; new security and security communication system; modified and new hot and cold water supply piping, modified and new drainage and vent piping, and new plumbing fixtures and fittings. Work will be carried out within the existing occupancy at the first floor, as well as at the unoccupied cellar level and the roof level. See concomitant architectural and MEP drawings and report for comprehensive depiction and listing.

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Ancillary mechanical, electrical and plumbing equipment rooms serving the unit are provided as base building services at areas outside of the unit, within and about the building and on the roof.

Structural Scope
No structural modifications are anticipated to be necessary in relation to the project.

HVAC Scope
The existing HVAC systems serving the existing space will be modified as required to serve the alterations proposed and a new split system air conditioning system will be provided for the new LAN Room.

Smoke & CO Detection
The building is served by area smoke detectors, which shall be relocated and supplemented as required by plan arrangements. Provide CO detectors as required.

Fire Protection
Fire sprinkler system is neither extant nor proposed.

Plumbing
Provide new or relocated plumbing fixtures and fittings at locations shown on plans; ADA accessible compliant fixtures and fittings. All new hand washing sinks set in base cabinets shall be provided with locking base cabinets, where provided.

Electrical

The existing electrical normal power distribution and lighting systems serving the existing space will be modified to serve the alterations proposed in this application. New normal power distribution and lighting and lighting control systems will be installed at new spaces. Electrical panels will be replaced at the first floor.

Low-Voltage Systems
Security
A new security system will control access to the suite and interior spaces; interior and building perimeter will be monitored by continuously recording video cameras and interior motion detectors. Security alert buttons will be provided for staff. Video intercom stations will be provided at corridor side of visitor and staff entry doors, communicating with Dispensary reception station.

Telecommunications
Existing telecommunications will be modified at existing areas to remain and new devices connected to new dedicated servers will be installed at new areas.

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Outline Specifications

Div. 1 General Requirements – Comply with AIA Documents A101 and A201, 2007 editions, respectively, included by reference, and NSLIJ 2014 Supplementary General Conditions, attached within application submission at Appendix B Exhibit.

Div. 2 Demolition – Provide temporary protective barriers to isolate all occupied areas from construction activities. Provide negative pressure HEPA filtered exhaust to exterior from construction area. Maintain all required exits, exit signage and emergency exit lighting for all egress paths affected by the work. Cap and temporarily support all utilities as required. Provide temporary shunts as required. Maintain all fire resistive rated construction. Perform demolition as described or required on demolition plan.

Work shall be prosecuted in phases to permit ongoing use of business operations at the overall project site.

Remove existing partitioning at locations shown on the drawings, including x-ray shielding, as may exist, appurtenant doors and door frames, power distribution, telecommunications, and lighting switching, plumbing fixtures, drainage and venting and all other misc. accessories and elements. Within spaces scheduled for demolition demolish casework and shelving, remove existing floor mounted equipment and acoustic lay-in ceilings and aluminum grid, including all incorporated lighting, smoke detection, diffusers, returns, etc, and ductwork above.

See divisions 15 and 16, this report, for additional demolition.

Div. 3 Patch misc. floor deck damage at removal of equipment anchorages, through deck penetrations at abandoned conduits, and at new penetrations for new work.

Div. 4 Not required.

Div. 5 Provide ½" diameter steel bar grating at not greater than 4" OC, set in angle iron frame securely anchored to partition studding at above ceiling air transfer grilles.

Div. 6 Install all doors, doorframes, finish hardware and misc. accessories. Provide plastic laminate and solid surface countertop casework base and wall units as shown on plans at new or modified spaces, furnished with integral locks.

Div. 7 Sealants – Provide intumescent and fire resistive rated sealants as required, applied by certified technicians. Provide sanitary sealants at all plumbing fixtures and casework /floor interfaces. Provide paintable sanitary sealants at all casework counter/wall interfaces.

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Roofing – At locations of new penetrations, install new pitch pockets, curbs, and flashings, consistent with existing roofing, in concert with existing roof warrantor. For purposes of estimation, existing roofing shall be presumed to be 2-ply modified bitumen.

Div. 8 Provide new hollow metal 18 GA doors, and 16 GA doorframes to match existing; new hardware equal to Schlage D series, all materials shall match existing building standard. All FPSC doors shall be equipped with UL listed fire door hardware. All vision panel glazing shall be tempered or laminated glazing, FR rated at FPSC. Provide electrified locks or strikes, interconnected with security software, and self closing devices at doors requiring credential readers, password protection or other security devices for authorized passage.

Div. 9 All new partitioning shall be of galvanized steel stud construction, 25 ga minimum at 16" oc minimum extending from deck to deck; surfacing of (1) layer each side 5/8" gypsum board, infill with 2" thick mineral wool acoustic isolation batts. Provide steel or fire resistive treated plywood blocking as required for wall mounted accessories and equipment of this contract. All partitions demising the dispensary premises shall extend from floor to structural deck above; extend existing partitions as necessary. Provided fire resistive ratings as indicated on plans or schedules for fire protection.

Ceilings shall be minimum 1 lb per square foot minimum uplift resistance rated 2' x 2' lay-in acoustic ceiling tiles with 15/16'" aluminum tee-grid at new areas.

Finished flooring shall be resilient, with rubber base up to 4" AFF, typical, at new areas. Otherwise, match existing building materials at modified existing areas to remain. To the maximum extent practicable, repair or replace exiting vinyl wall covering to match existing at project areas outside of dispensary demising. Floors at toilet room and janitor closet shall be porcelain ceramic tile type with matching 4" high wall base.

Wall finishes shall be 1 coat heavy duty primer, 2 coats semi gloss latex, equal to Benjamin Moore Eco-Spec paint family, with epoxy type at toilet room and janitor's closet.

Div. 10 Misc. Accessories: Provide ABC type fire extinguishers in fully recessed cabinets distributed about new dispensary suite in compliance with NFPA 10; paper towel, and soap and anti-bacterial agent dispensers at each sink location.

Div. 11 Equipment: See owner's equipment schedule.

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Div. 12 Furnishings: See owner's furnishings schedule. Provide new wall mounted ADA compliant signage to match existing building standard at all door openings between rooms or spaces.

Div. 13 Not used

Div. 14 Not used.

Div. 15 See MEP narrative accompanying this report for additional commentary and scope.

Existing 1st Floor:
Existing first floor supply branch ductwork shall be modified to serve new and existing areas.

New 1st Floor spaces:
New branch ductwork supplying air to the 1st floor will be provided and existing branch ductwork will be modified to supply conditioned air to new spaces, arranged as shown on plan A-1.

Provide new zero-degree Fahrenheit ambient temperature split type air conditioning system to serve new LAN Room. Provide ceiling mounted air-handling unit at LAN and rooftop mounted condensing unit. Connect air-handling unit condensate to nearest drain line via indirect funnel drain. Provide disconnect switches at air-handler and condensing unit.

Div. 16 See MEP narrative accompanying this report for additional commentary and scope.

Emergency Power:
Battery sourced emergency power to be provided at 90 minutes for egress path lighting and exit signage and at 4 hours for security hardware and devices.

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Lighting System:
New areas shall be equipped with ceiling mounted recessed 2'x2' LED lighting fixtures with associated switches. Modified areas shall have lighting controls relocated as required. Provide lighting controls compliant with Energy Conservation Construction Code of NY State Section 805.2.1 at modified areas to remain and new areas. Provide exterior mounted, battery back-up, rapid restrike lighting fixtures at perimeter of building as shown on first floor plan, A-1.

Fire Alarm System and Smoke Detection:
Existing fire alarm system control panel located at the first floor main entrance shall remain. Remove and relocate existing fire alarm and smoke detection devices in existing areas to be renovated. Provide new devices matching existing to suit new layout. Duct detectors shall remain on existing HVAC equipment and supply duct smoke detectors shall be provided on all supplies in accordance with NFPA 72 and NFPA 90A. Provide horns, strobes, smoke detection, and other devices in accordance with NYS Building Code, and Fire Marshal of authority.

Low-Voltage Systems
Within the dispensary suite and at building perimeter, a new security system shall be provided, consisting of credential readers and electrified integrated locks to control access to and within the suite during all hours and days. Egress will not be restricted from any space in any way at any time. At new interior spaces, existing modified building entry and lobby, and at exterior building perimeter video cameras connected to recording and monitoring system, as well as interior ceiling mounted motion detectors, will provide coverage of the entire project area, with closed circuit coverage within suite and reporting to central station monitoring. Staff security alert buttons will be provided at select locations within the dispensary. Video intercom stations will be provided at corridor side of visitor and staff entry doors, communicating with Dispensary reception station. Existing building security system devices at existing building areas to remain shall remain operational, to control building entry and exit from all exterior man doors and within building at select locations, such as, but not limited, to electro/mechanical spaces other than within the dispensary, reporting to central station monitoring. See further security system description elsewhere in this application and architectural drawings for additional detailed information.

FUNCTIONAL SPACE PROGRAM

Entry to the building housing the dispensary is accessibly obtained at grade via the existing primary entrance. See drawing SD-1. Within the dispensary, all spaces and features of the dispensary shall be accessibly designed.

All visitor and staff functions shall be limited to the area of the dispensary. Additional electro-mechanical and other service areas throughout and above the building shall provide non-program supplemental services. The individual spaces of the facility are proposed as listed below.

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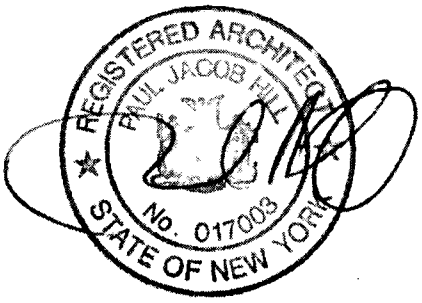
Space Name	Rm #	AreaProposed[2]
Reception/Secure Waiting		104s.f.
Consultation Room		357 s.f.
Manager's Office		92 s.f.
Cannibioid Storage		124 s.f.
Ordinary Storage		118 s.f.
Staff Room		175 s.f.
LAN/Security		99 s.f.
Housekeeping		52 s.f.
Janitor's Closet		25 s.f.
Staff Toilet Room		58 s.f
Sub-Total Program Space		1,204 s.f.
Internal Circ., Struc., Mech, Partitions, & project areas external to dispensary		1,261 s.f.
TOTAL PROJECT AREA		2,465 s.f.[1]

Notes:
1. Square footage listed is net, exclusive of exterior walls, and roof.
2. Individual space square footage listed is inclusive of cabinetry and net exclusive of intermediate and demising partitions.

End of Narrative and Space Program

Paul Jacob Hill, R.A.



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HVAC Scope of Work

A. General

1. Furnish all Labor, Supervision, Materials, Equipment and Accessories necessary to provide a complete HVAC system.

B. Codes

1. The HVAC systems shall comply with the 2010 New York State Uniform Construction Codes, local Municipality Codes and all Local Authorities having jurisdiction.

C. Dispensary

1. Air Conditioning and Heating

   a. The existing air cooled rooftop air handling unit (RTU) complete with a heating and cooling coil, supply air fan and condenser appears to be in satisfactory condition and will be reused.

   b. The existing RTU will provide nominal 3-5 tons of cooling and 45,000 btu/hr of space heating.

   c. A new 1 ton split air conditioning system will be provided to meet the cooling requirements of the new LAN room with a ceiling mounted fan coil and a rooftop mounted condensing unit. Connect the evaporator condensate outlet to the nearest drain line.

2. Air Distribution

   a. All supply ductwork shall conform to the standards and recommendations of the latest edition of SMACNA – HVAC Duct Construction Standards.

   b. All galvanized steel sheet metal shall conform to ASTM A653/A653M (G-90) having not less than 0.90 oz. of zinc per square foot of sheet and be of lock-forming quality.

   c. All supply air ductwork to all areas shall be single wall ductwork with externally wrapped 1 1/2" foil faced fiberglass insulation. Interior ductwork where exposed shall be ready for finish painting by the General Trades Contractor.

   d. Supply air ductwork currently serving the space will be cut back to the main vertical distribution riser served by the existing RTU.

   e. New supply air ductwork will be connected to the main vertical distribution to suit the new dispensary configuration.

   f. Existing floor fire dampers shall be checked for functionality and replaced as required.

g. New sheet metal supply ductwork diffusers and return grilles will be provided in each comfort zone.

h. The ceiling plenum shall act as a return plenum.

i. All duct/return air openings in rated partitions shall be provided with a 1 ½ hr rated fire damper.

j. All branch ducts shall be provided with balancing dampers.

k. All toilet rooms will be connected to existing vertical toilet exhaust ductwork. Toilet exhaust will be sized for .5 cfm/sf, minimum 50 cfm.

3. HVAC Piping

a. Refrigerant Piping: Hard drawn Type L Copper

1) 2 inches and smaller – Silver brazed joints

b. Refrigerant Pipe Insulation: 1-inch thick Molded fiberglass

Electrical Scope of Work

A. Normal Power System

1. Electric service to the building shall be obtained from the existing utility distribution system. Lighting and common area power will be served from panels located in central electrical closets. A space of this size and use type will utilize a 400A service. Sub-metering will be installed to give landlord billing capabilities.

B. Lighting

1. Interior lighting will be primarily LED, with flourscent sources being used only in specially designated areas as determined by the Architect and/or lighting designer. The LED lighting systems will utilize energy efficient lamps, electronic drivers and low brightness louvers or diffusers and reflectors. Strategically arranged corridor fixtures will be unswitched for egress lighting as well as providing economic night time illumination. Occupancy sensors and/or timers will be considered in the design of the facility to turn off lights automatically when not needed. A low voltage lighting control system connected to the buildings energy management system will be provided for the main lobby spaces, and exterior lighting.

C. Fire Alarm

1. The fire alarm system will be an extension of the existing analog/addressable type installed complete with annunciator panels in keeping with the existing building Design Standards. The system will provide complete fire detection and alarm capabilities with manual pull stations, automatic detectors and monitoring of sprinkler water flow and valve position. Signaling devices will be audible devices and flashing indicator lights in keeping with ADA requirements. The system will interface with the building monitoring and information system.

D. Scope of Work

1. The following general systems and equipment shall be provided as a minimum, but not be limited to the following:

   a. Primary Electric Service (distribution panels with sub-metering)

   b. Secondary Electric Service. (branch circuit panelboards).

   c. Internal Normal distribution system.

   d. Grounding.

   e. Lighting fixtures including lamps.

   f. Connections to HVAC, plumbing, elevators, pneumatic tube equipment.

   g. Testing, cleaning and adjusting.

h. Fees, permits, royalties, guarantees.

i. Firestopping, smokeproofing, waterproofing.

j. Shop Drawings, Record Drawings, Coordination Drawings.

k. Short circuit, voltage drop and coordination studies including breaker trip settings.

l. Fire alarm system.

m. Connections to Owner furnished equipment.

n. Lightning Protection System

E. Normal Distribution System

1. Primary Electric Service

a. Furnish and install two (1) 208 volt, 400 amp rated distribution panel board with a 225A branch circuit panelboard to feed lighting and receptacle loads. Large equipment loads will be fed via the distribution panelboard.

b. Sub-metering shall be installed ahead of the feeder that serves the fit-out space.

F. Distribution and Branch Circuit Panels

1. Distribution, lighting and receptacle panelboards shall be deadfront construction with copper bussing utilizing thermal magnetic circuit breakers for 100 amp and below and true RMS solid state circuit breakers with adjustable trip units (LSI) for above 100 amps. Panels 225A and below may be series rated, for the available short circuit current, with the upstream device. Panels over 225A shall be fully rated for the available short circuit current. All trims shall be door-in-door type.

2. All panels and individually mounted circuit breakers shall have short circuit ratings as follows:

a. 240V Class Panels/Breakers

1) 10 kAIC where shown fed via 150 kVA transformer and less

2) 22 kAIC where shown fed via 225 kVA transformer

3) 42 kAIC where shown fed via 300 kVA transformer

4) 65 kAIC where shown fed via 500 kVA transformers

G. Raceways, Feeders, and Branch Circuits

1. Raceways

a. Raceways for feeders and branch circuits shall be metallic, rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT) subject to

the restrictions of the National Electrical Code, minimum size 3/4". EMT shall not be used in concrete construction or where subjected to mechanical damage.

b. Exterior ductbanks shall be comprised of PVC Schedule 40 conduit encased in concrete. Concrete duct banks shall be formed of plywood. Where ductbanks penetrate foundation walls or manholes, rigid galvanized steel (RGS) conduit shall be used.

2. Feeders

a. 600V feeders shall be single-conductor, 600V rated with XHHW or XHHW-2 insulation, feeders shall be color coded using color tape at all connections and in all pull and junction boxes. All feeders shall be installed in conduit. All wiring #8 AWG and larger shall be stranded.

3. Branch Circuits

a. Branch circuit conductors shall be single-conductors 600V rated with THWN or THHN insulation with continuous color coding.

b. Branch circuit conductor shall be designed to utilize the advantage of multi-wire distribution, however, no more than (6) current carrying conductors (3-phase, 3 neutral) shall be installed in a common conduit.

c. Minimum size wire for branch circuit and power wiring shall be #12 AWG, for remote control signal circuit and interlock wiring can be #14 AWG. For 20A branch circuit runs exceeding 100'-0" in length from the panelboard to the first outlet, the entire branch circuit run shall be #10 AWG or larger. For runs over 175'-0" to the first outlet, use #8 AWG or larger for the entire branch circuit run.

d. All wiring shall be in conduit.

H. Wiring Devices

1. All wiring device shall be Hospital rated quick disconnect type.

I. Fire Alarm System

1. The fire alarm system for the facility shall be a multiplex addressable, microprocessor based system with system cabinets, power supplies, micro-controller, keyboard display, led display, batteries, peripheral devices, voice evacuation system, firefighters communication equipment, etc. The fire alarm system shall be as tied to existing facility central monitoring and notification alarm system.

2. The system shall comply with all current, applicable codes including the following:

a. National Electric Code (2011)

b. National Fire Protection Agency

1) NFPA 72 2007 Edition

2) NFPA 101 Life Safety Code (2006)

c. Fire Code of New York State (FCNYS-2010)

d. New York State Building Code (BCNYS-2010)

e. Nassau County Fire Prevention Order (NCFPO) – Ordinance No. 56-1962 (Latest Amendment August 08, 2012)

f. All applicable UL standards

g. Americans with Disabilities Act (ADA)

h. Local Fire Department Requirement

3. Wiring

a. All fire alarm wiring shall be supervised. All wire and cable shall be suitable for fire alarm use and shall be installed in conduit.

b. All wiring shall be stranded and color coded per the Hospital's Standards.

J. Preliminary Electrical Equipment Manufacturers (For Review)

1. Electrical Distribution Equipment –Square D , GE, or Cutler Hammer

2. Wiring Devices – Pass & Seymour (PT83300 Series) with quick disconnect wiring harness, Hubbell, Levitton

3. Fire Alarm – Extension of existing building system.

Plumbing Scope of Work

A. Design Statement

1. The new Plumbing systems shall have the following characteristics:

   a. Protection of the public water supply.

   b. User safety and comfort.

   c. Universal accessibility.

   d. Energy responsiveness.

   e. Flexibility for future changes.

   f. Durability.

   g. Ease of maintenance.

   h. Reliability and redundancy.

2. Every effort will be made to design, layout and install equipment in locations which will tend to encourage routine preventive maintenance by providing easy access for maintenance personnel. Manual isolation valves will be provided to enable servicing, expansion of, renovation or construction of any part of the existing facility without unscheduled interruption of services in adjacent areas.

3. All systems, equipment and fixtures shall be designed in accordance with the Nassau County Building Code, New York State Plumbing and Health Codes, applicable local Codes and Ordinances, and good engineering practices.

B. Design Criteria Conditions

1. Water Consumption of Plumbing Fixtures:

   a. Public Lavatory: 0.25 gal per cycle

   b. Mop Sinks: 2.5 GPM

2. Water supply pressure within the system shall be maintained between 30 psi minimum and 80 psi maximum at all points. Existing water service shall be reused.

   a. Potable water shall be protected from contamination by the use of the Code approved cross connection control devices and practices.

   b. Hot water shall be distributed throughout the building at a temperature of 120°F. A hot water return system shall be provided to maintain the hot water supply temperature. A hot water recirculation pump shall be provided, it shall operate when the temperatures of the hot water system drops to 110°F.

3. The sanitary drainage system shall drain all above grade fixtures by gravity.

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Plumbing Contractor for the installation of all work as specified hereinunder. This specification represents the overall concept of the Plumbing system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

a. Sanitary Waste and Vent

1. Provide a complete sanitary waste and vent system throughout the tenant area serving the new/relocated fixtures. Systems shall run by gravity flow. All of the sanitary waste and vent systems shall be cast iron pipe.

b. Water Supply

1. Provide new hot, cold and return piping for new fixture locations where required. All branches shall have valved shutoffs.

c. Site Utilities

1. Reuse existing water, sanitary, storm and natural gas services.

D. Preliminary Plumbing Fixtures Selection
All products shall match products determined to be acceptable by the College.

Fixture	Type	Acceptable Mfr.
Lavatory	Wall hung China Metering faucets	American Standard Kohler
Mop Receptors	Terrazo Base	Fiat Stern Williams Mustee
Faucets	Laboratory/Lavatory	T&S Brass American Standard

E. Piping Materials

Piping	Type	Joints
Cold Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Soil/Waste Vent (Above Ground)	Service weight CI	No hub

F. Valving Selection

Service	Type	Joints
Cold Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free

G. Preliminary Equipment Selection

1. Piping Insulation

   a. Owens-Corning ASJ-SSL, pre-formed piping insulation of 4 lb. density fiberglass with ASJ/self-sealing lap. Fittings shall be insulated with loose fiberglass and covered with pre-formed PVC jacket as by Zeston. Insulation thickness in accordance with the following schedule.

      1. Hot Water and Recirculation Hot Water: 1"

      2. Cold Water: 1" Vapor Sealed

   b. At each support, provide a 12" long segment of non-compressible insulation with jacket to match adjacent covering, as by Pipe Shields or equal.

H. Demolition

1. The continuous operation of all existing systems while demolition relocation work of new tie-ins is being performed is required.

2. Prior to any deactivation and relocation, capping, valving, tie-in or demolition work, consult the drawings and arrange a conference with the Architect and the Owner's representative in the field to inspect each of the items to be deactivated, removed or relocated. Care shall be taken to protect all equipment designated to be relocated and reused.

3. All draining of existing systems, filling and venting required to remove and relocate existing piping systems shall be included and provided under this Contract as required to perform the various equipment or piping relocations or new tie-ins.

4. Except as otherwise noted, all deactivation, safe capping, valving, etc., of systems designated to be demolished shall be provided by the Plumbing Contractor, as applicable, and all demolition, removal and disposal of demolished materials shall be performed by the GC/CM.

I. System Installation

1. All systems shall be installed in strict accordance with Authorities having jurisdiction and manufacturer guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, all pressure vacuum and piping systems shall be tested 150% of the normal working pressure.

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

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

This drawing submitted solely for application to become a New York State registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act.

Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
First Floor - Suite A
907 Northern Blvd.
Great Neck, New York

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants
BR+A Engineers
105 Madison Ave
New York, New York 10016
Feld, Kaminetzky & Cohen
Division of GEI Consultants, Inc. P.C.
500 N Broadway Suite 164
Jericho, New York 11753
A K R F Inc.
440 Park Avenue South 7th Fl.
New York, New York 10016

Drawing Title:
FIRST FLOOR DEMOLITION PLAN

Dwg. File	Scale
P-base.dwg	1/8"=1'-0" U.O.N.
Project Number: 3502	Date: 6-4-2015

Sheet Number:
D-1

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

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

This drawing submitted solely for application to become a New York State registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act.

Applicant:

Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development

NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:

Medical Marijuana Dispensary

First Floor - Suite A
907 Northern Blvd.
Great Neck, New York

PAUL JACOB HILL

ARCHITECTURE & DESIGN LLC

80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants:

BR+A Engineers
105 Madison Ave
New York, New York 10016

Feld, Kaminetzky & Cohen
Division of GEI Consultants, Inc, P.C.
500 N. Broadway Suite 164
Jericho, New York 11753

A K R F Inc
440 Park Avenue South 7th Fl
New York, New York 10016

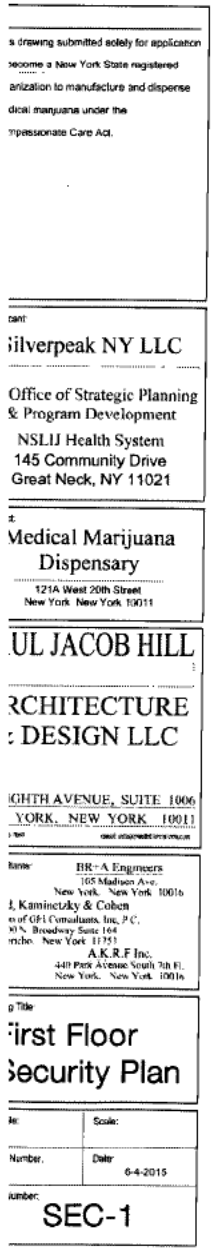
Drawing Title:

PROPOSED FIRST FLOOR PLAN

Dwg. File: P-Base.dwg	Scale: 1/8"=1'-0"
Project Number: 3502	Date: 6-4-2015

Sheet Number: A-1

Redacted pursuant to N.Y. Public Officers Law, Art. 6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ecome a New York State registered
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ant:
Silverpeak NY LLC

Office of Strategic Planning
& Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

t:
Medical Marijuana
Dispensary
121A West 20th Street
New York New York 10011

UL JACOB HILL
RCHITECTURE
DESIGN LLC

IGHTH AVENUE, SUITE 1006
YORK, NEW YORK 10011

Name:
HR+A Engineers
165 Madison Ave.
New York New York 10016
I, Kaminetzky & Cohen
es of GH Consultants, Inc, P.C.
93 S. Broadway Suite 164
nicho New York 11753
A.K.R.F Inc.
440 Park Avenue South 7th Fl.
New York New York 10016

g Title
First Floor
Security Plan

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Scale:
Number:
Date:
6-4-2015
umber:
SEC-1

Silverpeak NY LLC
Medical Marijuana Dispensary

121A West 20th Street
Cellar Floor
New York, NY 10011

Table of Contents

Section		Page(s)
Appendix B		1-13
Appendix B Data Sheet		14
Narrative Scope of Work & Outline Specifications		15-34
Drawings		
SD-1	Site Plan	35
D-1	Demolition Plan	36
A-0	Egress Plan	37
A-1	Proposed Plan	38
SEC-1	1st Fl Security Plan	39
SEC-2	Cellar Security Plan	40

Silverpeak NY LLC
Medical Marijuana Dispensary

121A West 20th Street
Cellar Floor
New York, NY 10011

Table of Contents

Section		Page(s)
Appendix B		1-13
Appendix B Data Sheet		14
Narrative Scope of Work & Outline Specifications		15-34
Drawings		
SD-1	Site Plan	35
D-1	Demolition Plan	36
A-0	Egress Plan	37
A-1	Proposed Plan	38
SEC-1	1st Fl Security Plan	39
SEC-2	Cellar Security Plan	40

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:	Silverpeak NY LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	NYC BC Occupancy Group E Business
Building Construction Type and Classification:	I A
Facility Address:	121A West 20th Street, Cellar Floor , New York, New York,
Primary Contact Telephone number:	516-465-8251
Primary Contact Fax number:	516-465-8179

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

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

☐ N/A	TOWN BOARD APPROVAL
☐ N/A	PLANNING BOARD APPROVAL
☐ N/A	ZONING BOARD OF APPEALS APPROVAL
☑ 7-1--7-15/2015	PREPARATION OF CONSTRUCTION DOCUMENTS
☑ 7-15--8-15/2015	BUILDING PERMIT
☑ 7-15--8-1/2015	BIDDING PHASE
☑ 8-1--8-15/2015	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (1)
☑ 9-1/2015	COMMENCEMENT OF CONSTRUCTION
☑ 12-1-2015	COMPLETION OF CONSTRUCTION

Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

Energy Source:

☑ Natural Gas ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:

☑ Heating System: Type See data, Size sheet Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type See data, Size sheet Efficiency _____,
Ventilation Requirements _____

☐ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available 400A FOR DISPENSARY

☑ Water Supply: Municipal Water Service X or Private Well Water _____

☑ Sewage: Municipal Sewer System X or Private Septic System _____

☑ Emergency Power System:
Type Battery, Size 90min-4hr Efficiency Exits/Sec,

Appendix B – Architectural Program

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

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- ☐ 2010 BUILDING CODE OF NYS
- ☐ 2010 FIRE CODE OF NYS
- ☐ 2010 PLUMBING CODE OF NYS
- ☐ 2010 MECHANICAL CODE OF NYS
- ☐ 2010 FUEL GAS CODE OF NYS
- ☐ 2010 PROPERTY MAINTENANCE CODE OF NYS
- ☐ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- ☐ 2012 IECC COMMERCIAL PROVISIONS
- ☐ 2010 EXISTING BUILDING CODE OF NYS
- ☑ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) NYC Elec Code 2014
- ☐ 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 Flood Plane Audit Division of NYC DOB, NYC Landmarks Preservation Commission

Appendix B – Architectural Program

Select Project Type:
Check all that apply. Refer to the Existing Building Code for definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☑ Alteration Level 2
- ☐ Alteration Level 3
- ☐ Change of Occupancy
- ☐ Addition
- ☐ Historic Building
- ☐ Demolition
- ☑ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work Involved:
Check all that apply.

- ☑ General Construction
- ☐ Roofing
- ☐ Asbestos Abatement/Environmental
- ☑ Fire Alarm
- ☐ Structural
- ☑ Mechanical
- ☑ Plumbing
- ☑ Electrical
- ☐ Site Work
- ☐ Sprinkler
- ☐ Elevators
- ☑ Other: Telecommunications/Security

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	NYC BC 27-237	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	E Business	E Business - No Change

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.		None
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.		None
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		None
5	Building Area & Height	501-507	NYC BC 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).	Unlimited Height Unlimited Area	5 story approx 10,750 sf
6	Incidental Use Areas	508.2	NYC BC 27-240	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	0 hr	See Appendix B Data Sheet

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	NYC BC 27-240	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	No separations required	No separations required See Appendix B data sheet.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	1-D	1-D
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No Change to existing. See drawing A-1	No Change to existing.

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	NYC BC Table 3-4	Identify required fire resistance rating of exterior walls on Building Plan(s).	See Drawing A-1	No Change
13	Exterior Fire Separation Distance	Table 602	NYC BC Table 3-4	Identify required fire separation distance of exterior walls between Buildings on Plan.	Varies See Site Plan SD-1	Varies See Site Plan SD-1
14	Fire Walls	705	NYC BC Table 5-1	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	4 hr max	No change to existing
15	Fire Barriers	706	NYC BC Table 5-1	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	4 hr max	N/A at dispensary
16	Shaft Enclosures	707	NYC BC Table 3-4	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 hr	2 hr
17	Fire Partitions	708	NYC BC Table 5-1	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	4 hr max	1hr at dispensary demising

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	NYC BC Table 3-4	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	2 hr	2 hr
19	Fire Protection: Sprinkler System	903	NYC BC 2014 903	Indicate Type of Sprinkler System: ☑ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Not Required	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.	Not required	Not provided
21	Standpipe System	905	NYC BC 2014	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not required	Provided
22	Fire Alarm & Detection Systems	907	NYC BC 2014 907	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Not Required at existing	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]
23	Emergency Alarm System	908	NYC BC 2014	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Not Required	Not Provided
24	Fire Department Connections	912	NYC BC 2014	Identify Fire Department connections in accordance with NFPA applicable standard.	Existing Permitted	N/A
25	Exits	1001.1 &2	NYC BC Chap 6	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See egress calculations on drawing A-0	See egress calculations on drawing A-0
26	Occupant Load	1004 & Table 1004.1.1	NYC BC Table 6-2	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See occupancy loads on drawing A-0	See occupancy loads on drawing A-0
27	Egress Width	1005	NYC BC Table 6-1	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See dimensions on A-1	See dimensions on A-1
28	Accessible Means of Egress	1007.1	NYC BC 2014 Chap 11	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Per 1104	Accessible route 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]
29	Doors, Gates, and Turnstiles	1008	NYC BC	Means of egress doors shall meet the requirements of this section.	32"min clear	36" nominal min clear
30	Interior Stairs	1009	NYC BC 27-375	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.	No stairs within project area	No stairs within project area
31	Ramps	1010.1	NYC BC 27-377	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/A	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.	Not Regulated	Not Regulated
33	Exit Doorway Arrangement	1015	NYC BC 27-361	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.	Clear Access	Clear Access
34	Corridor Fire Rating	1017.1	NYC BC 27-369	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hr min	1 hr 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]
35	Corridor Width	1017.2	NYC BC Table 6-1	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	60"
36	Dead End Corridor	1017.3	NYC BC Table 6-1	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50'	27'
37	Number of Exits and Continuity	1019	NYC BC Chap 6	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2 Exits	2 at Cellar story see drawing A-0
38	Vertical Exit Enclosures	1020	NYC BC Table 3-4	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	2 hr required	2 hr provided
39	Exit Passageways	1021	NYC BC 27-373	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	2 hr	2hr at 1st Fl Lobby
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	No change to exisitng	No change to existing
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.	Existing Site See Appendix B data sheet	Existing Site See Appendix B data sheet
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).	No change to existing building envelope	No change to existing building envelope
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	90 minutes for Egress Lighting & Exit Signage	90 minutes for Egress Lighting & Exit Signage 4 hr for security system
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Existing No Change	Existing Retained + 1 unisex
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing building, value not currently known	30-80psi at Dispensary req'd
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.	Building is lot line & fronts on street	No change

APPENDIX B
DATA SHEET
121A West 20th Street
CELLAR FLOOR
NEW YORK, NY 10011

Line #	Topic	Required/Allowed Value	Facility's Actual Value
Part III	Engineering Systems		Heating:45,000 btu/hr of space heat provided by the existing AHU, gas fired. Cooling: 3-5 (1,200-2,000 CFM) tons of space cooling provided by the existing AHU, electric source. Spot Cooling at LAN 1 ton (300 CFM) split system, electric source.
6	Incidental Use Areas	No separations required	Cannabinoid Storage Ordinary Storage 0 hr separation rating req'd per Table 3-1, same Fire Index as Business Use
7	Mixed Occupancies	No separations required	No separations required for Housekeeping & Jan Closet 0 hr separation rating req'd per Table 3-1, same Fire Index as Business Use
43	Accessibility	Existing site – No Change	Existing site – No Change New features within dispensary conforms to Chapter 11 NYS BC and ICC/ANSI 117.1(03)

June 4, 2015

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

Re: Silverpeak NY LLC: Certify Medical Marijuana Dispensary at 121A West 20th Street, New York, NY 10011

Narrative

In accordance with PHL § 3365(3) and Title 10 of the New York Code of Rules and Regulations (NYCRR) § 1004.6, Silverpeak NY LLC, (Silverpeak) is proposing to certify a medical marijuana dispensary to be located at 121A West 20th Street, New York, NY 10011. Through this project, Silverpeak will convert an existing single-tenant leasehold to accommodate a medical marijuana dispensary. This will be achieved through renovations to the facility, located within a lot line developed five-story community facility and residential occupancy structure, composed incombustible construction, and will result in a code-compliant environment, conducive to patient and staff satisfaction, as well as programmatic efficiencies.

General & Architecture Scope

The medical marijuana dispensary shall be composed of (i) partitioned spaces internal to the existing structure, including existing spaces scheduled to remain unaltered, areas to be altered to accommodate proposed uses, and spaces to be altered to provide conformance with requirements, and (ii) partitioned spaces internal to the existing building including existing ancillary electro/mechanical spaces scheduled to remain unaltered. Existing, proposed, egress, and security conditions are shown on drawings, each dated June 4, 2015, submitted herewith. Within the proposed project area, renovation will consist of gypsum board on metal framed stud partitioning, new hollow metal doors and new hardware, altered and new suspended lay-in acoustic ceilings, modified and new architectural casework, modified and new floor and wall finishes, new toilet room and janitor's closet and misc. room accessories; new HVAC equipment, modified and new ductwork and devices; modified and new electrical distribution and new devices; modified and new lighting, lighting controls, and exit signage; new security and security communication system; modified and new hot and cold water supply piping, modified and new drainage and vent piping, and new plumbing fixtures and fittings. Work will be carried out within the existing occupancy at the first floor, as well as at the roof level. See concomitant architectural and MEP drawings and report for comprehensive depiction and listing.

80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 212-206-7060 info@paulhillarchitects.com

Ancillary mechanical, electrical and plumbing equipment rooms serving the unit are provided as base building services at areas outside of the unit, within and about the building and on the roof.

Structural Scope
No structural modifications are anticipated to be necessary in relation to the project.

HVAC Scope
The existing HVAC systems serving the existing space will be modified as required to serve the alterations proposed and a new split system air conditioning system will be provided for the new LAN Room.

Smoke Detection
The building is served by area smoke detectors, which shall be relocated and supplemented as required by plan arrangements.

Fire Protection
Fire sprinkler system is present. Relocate and supplement as required.

Plumbing
New ADA compliant fixtures and fittings will be provided. All new hand washing sinks at base cabinets shall be provided with locking base cabinets.

Electrical

The existing electrical normal power distribution and lighting systems serving the existing space will be modified to serve the alterations proposed in this application. New normal power distribution and lighting and lighting control systems will be installed at new spaces.

Low-Voltage Systems
Security
A new security system will control access to the suite and interior spaces; interior and building perimeter will be monitored by continuously recording video cameras and interior motion detectors. Security alert buttons will be provided for staff. Video intercom stations will be provided at corridor side of visitor and staff entry doors, communicating with Dispensary reception station.

Telecommunications
Existing telecommunications will be modified at existing areas to remain and new devices connected to new dedicated servers will be installed at new areas.

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Outline Specifications

Div. 1 General Requirements – Comply with AIA Documents A101 and A201, 2007 editions, respectively, included by reference, and NSLIJ 2014 Supplementary General Conditions, attached within application submission at Appendix B Exhibit.

Div. 2 Demolition – Provide temporary protective barriers to isolate all occupied areas from construction activities. Provide negative pressure HEPA filtered exhaust to exterior from construction area. Maintain all required exits, exit signage and emergency exit lighting for all egress paths affected by the work. Cap and temporarily support all utilities as required. Provide temporary shunts as required. Maintain all fire resistive rated construction. Perform demolition as described or required on demolition plan.

Work shall be prosecuted in phases to permit ongoing use of business operations at the overall project site.

Remove existing partitioning at locations shown on the drawings, including, as may exist, appurtenant doors and doorframes, power distribution, telecommunications, and lighting switching, plumbing fixtures, drainage and venting and all other misc. accessories and elements. Within spaces scheduled for demolition demolish casework and shelving, remove existing floor mounted equipment and acoustic lay-in ceilings and aluminum grid, including all incorporated lighting, smoke detection, diffusers, returns, etc, and ductwork above.

See divisions 15 and 16, this report, for additional demolition.

Div. 3 Patch misc. floor deck damage at removal of equipment anchorages, through deck penetrations at abandoned conduits, and at new penetrations for new work.

Div. 4 Not required.

Div. 5 Provide ½" diameter steel bar grating at not greater than 4" OC, set in angle iron frame securely anchored to partition studding at above ceiling air transfer grilles.

Div. 6 Install all doors, doorframes, finish hardware and misc. accessories. Provide plastic laminate and solid surface countertop casework as shown on plans at new or modified spaces.

Div. 7 Sealants – Provide intumescent and fire resistive rated sealants as required, applied by certified technicians. Provide sanitary sealants at all plumbing fixtures and casework /floor interfaces. Provide paintable sanitary sealants at all casework counter/wall interfaces.

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Div. 8 Provide new hollow metal 18 GA doors, and 16 GA doorframes to match existing; new hardware equal to Schlage D series, all materials shall match existing building standard. All FPSC doors shall be equipped with UL listed fire door hardware. All vision panel glazing shall be tempered or laminated glazing, FR rated at FPSC. Provide electrified locks or strikes, interconnected with security software, and self closing devices at doors requiring credential readers, password protection or other security devices for authorized passage.

Div. 9 All new partitioning shall be of galvanized steel stud construction, 25 ga minimum at 16" oc minimum extending from deck to deck; surfacing of (1) layer each side 5/8" gypsum board, infill with 2" thick mineral wool acoustic isolation batts. Provide steel or fire resistive treated plywood blocking as required for wall mounted accessories and equipment of this contract. All partitions demising the dispensary premises shall extend from floor to structural deck above; extend existing partitions as necessary. Provided fire resistive ratings as indicated on plans or schedules for fire protection.

Ceilings shall be minimum 1 lb per square foot minimum uplift resistance rated 2' x 2' lay-in acoustic ceiling tiles with 15/16'" aluminum tee-grid at new areas.

Finished flooring shall be resilient, with rubber base up to 4" AFF, typical, at new areas. Otherwise, match existing building materials at modified existing areas to remain. To the maximum extent practicable, repair or replace exiting vinyl wall covering to match existing at project areas outside of dispensary demising. Floors at toilet rooms and janitor's closet shall be porcelain ceramic tile type with matching 4" high wall base.

Wall finishes shall be 1 coat heavy duty primer, 2 coats semi gloss latex, equal to Benjamin Moore Eco-Spec paint family, with epoxy type at toilet room and janitor's closet.

Div. 10 Misc. Accessories: Provide ABC type fire extinguishers in fully recessed cabinets distributed about new dispensary suite in compliance with NFPA 10; paper towel, and soap and anti-bacterial agent dispensers at each sink location.

Div. 11 Equipment: See owner's equipment schedule.

80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 212-206-7060 info@paulhillarchitects.com

Div. 12 Furnishings: See owner's furnishings schedule. Provide new wall mounted ADA compliant signage to match existing building standard at all door openings between rooms or spaces.

Div. 13 Not used

Div. 14 Not used.

Div. 15 See MEP narrative accompanying this report for additional commentary and scope.

Existing Cellar Floor:
Existing supply branch ductwork shall be modified to serve new and existing areas.

New 1st Floor spaces:
Existing branch ductwork supplying air to the 1st floor entry lobby will be modified to provide rated damper as required.

Provide new zero-degree Fahrenheit ambient temperature split type air conditioning system to serve new LAN Room. Provide ceiling mounted air-handling unit at LAN and rear yard mounted condensing unit. Connect air-handling unit condensate to nearest drain line via indirect funnel drain. Provide disconnect switches at air-handler and condensing unit.

Div. 16 See MEP narrative accompanying this report for additional commentary and scope.

Emergency Power:
Battery sourced emergency power to be provided at 90 minutes for egress path lighting and exit signage and at 4 hours for security hardware and devices.

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Lighting System:
New areas shall be equipped with ceiling mounted recessed 2'x2' LED lighting fixtures with associated switches. Modified areas shall have lighting controls relocated as required. Provide lighting controls compliant with Energy Conservation Construction Code of NY State Section 805.2.1 at modified areas to remain and new areas. Provide exterior mounted, battery back-up, rapid restrike lighting fixtures at perimeter of building as shown on first floor plan, A-1.

Fire Alarm System and Smoke Detection:
Remove and relocate existing fire alarm and smoke detection devices in existing areas to be renovated. Provide new devices matching existing to suit new layout. Duct detectors shall remain on existing HVAC equipment and supply duct smoke detectors shall be provided on all supplies in accordance with NFPA 72 and NFPA 90A. Provide horns, strobes, smoke detection, and other devices in accordance with NYS Building Code, and Nassau County Fire Marshal's Office.

Low-Voltage Systems
Within the dispensary suite and at building perimeter, a new security system shall be provided, consisting of credential readers and electrified integrated locks to control access to and within the suite during all hours and days. Egress will not be restricted from any space in any way at any time. At new interior spaces, existing modified building entry and lobby, and at exterior building perimeter video cameras connected to recording and monitoring system, as well as interior ceiling mounted motion detectors, will provide coverage of the entire project area, with closed circuit coverage within suite and reporting to central station monitoring. Staff security alert buttons will be provided at select locations within the dispensary. Video intercom stations will be provided at corridor side of visitor and staff entry doors, communicating with Dispensary reception station. Existing building security system devices at existing building areas to remain shall remain operational, to control building entry and exit from all exterior man doors and within building at select locations, such as, but not limited, to electro/mechanical spaces other than within the dispensary, reporting to central station monitoring. See further security system description elsewhere in this application and architectural drawings for additional detailed information.

FUNCTIONAL SPACE PROGRAM

Entry to the building housing the dispensary is accessibly obtained at grade via the existing primary entrance. Within the dispensary, all spaces and features of the dispensary shall be accessibly designed.

All visitor and staff functions shall be limited to the area of the dispensary. Additional electro-mechanical and other service areas throughout and above the building shall provide non-program supplemental services. The individual spaces of the facility are proposed as listed below.

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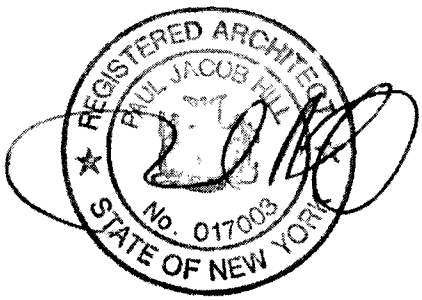
Space Name	Rm #	AreaProposed[2]
Reception/Secure Waiting		168 s.f.
Consultation Room		407 s.f.
Manager's Office		105 s.f.
Cannibioid Storage		144 s.f.
Ordinary Storage		128 s.f.
Staff Room		95 s.f.
Modified Staff Toilet Room		51 s.f
Housekeeping		20 s.f.
Janitor's Closet/ Housekeeping		23 s.f.
LAN/Security		29 s.f.
Sub-Total Program Space		1,170 s.f.
Internal Circ., Struc., Mech, Partitions, & project areas external to dispensary		1,855 s.f.
TOTAL PROJECT AREA		3,025 s.f.[1]

Notes:
1. Square footage listed is net, exclusive of exterior walls, and roof.
2. Individual space square footage listed is inclusive of cabinetry and net exclusive of intermediate and demising partitions.

End of Narrative and Space Program

Paul Jacob Hill, R.A.



NYS License #17003

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HVAC Scope of Work

A. General

1. Furnish all Labor, Supervision, Materials, Equipment and Accessories necessary to provide a complete HVAC system.

B. Codes

1. The HVAC systems shall comply with all 2014 New York City Construction Codes, local Municipality Codes and all Local Authorities having jurisdiction.

C. Dispensary

1. Air Conditioning and Heating

   a. The existing air handling unit (AHU) complete with a heating and cooling coil, supply air fan and rooftop air cooled condensing units appear to be in satisfactory condition and will be reused.

   b. The existing AHU will provide nominal 3-5 tons of cooling and 45,000 btu/hr of space heating.

   c. A new 1 ton split air conditioning system will be provided to meet the cooling requirements of the new LAN room with a ceiling mounted fan coil and a rooftop mounted condensing unit. Connect the evaporator condensate outlet to the nearest drain line.

2. Air Distribution

   a. All supply ductwork shall conform to the standards and recommendations of the latest edition of SMACNA – HVAC Duct Construction Standards.

   b. All galvanized steel sheet metal shall conform to ASTM A653/A653M (G-90) having not less than 0.90 oz. of zinc per square foot of sheet and be of lock-forming quality.

   c. All supply air ductwork to all areas shall be single wall ductwork with externally wrapped 1 1/2" foil faced fiberglass insulation. Interior ductwork where exposed shall be ready for finish painting by the General Trades Contractor.

   d. Supply air ductwork currently serving the space will be cut back to the main distribution header with in the mechanical room (MER).

   e. New supply air ductwork will be connected to the existing main supply air distribution header within the adjacent MER.

   f. New sheet metal supply ductwork diffusers and return grilles will be provided in each comfort zone.

g. The ceiling plenum shall act as a return plenum.

h. All duct/return air openings in rated partitions shall be provided with a 1 ½ hr rated fire damper.

i. All branch ducts shall be provided with balancing dampers.

j. All toilet rooms will be connected to existing vertical toilet exhaust ductwork. Toilet exhaust will be sized for .5 cfm/sf, minimum 50 cfm.

3. HVAC Piping

a. Refrigerant Piping: Hard drawn Type L Copper

1) 2 inches and smaller – Silver brazed joints

b. Refrigerant Pipe Insulation: 1-inch thick Molded fiberglass

Electrical Scope of Work

A. Normal Power System

1. Electric service to the building shall be obtained from the existing utility distribution system. Lighting and common area power will be served from panels located in central electrical closets. A space of this size and use type will utilize a 400A service. Sub-metering will be installed to give landlord billing capabilities.

B. Lighting

1. Interior lighting will be primarily LED, with flourscent sources being used only in specially designated areas as determined by the Architect and/or lighting designer. The LED lighting systems will utilize energy efficient lamps, electronic drivers and low brightness louvers or diffusers and reflectors. Strategically arranged corridor fixtures will be unswitched for egress lighting as well as providing economic night time illumination. Occupancy sensors and/or timers will be considered in the design of the facility to turn off lights automatically when not needed. A low voltage lighting control system connected to the buildings energy management system will be provided for the main lobby spaces, and exterior lighting.

C. Fire Alarm

1. The fire alarm system will be an extension of the existing analog/addressable type installed complete with annunciator panels in keeping with the existing building Design Standards. The system will provide complete fire detection and alarm capabilities with manual pull stations, automatic detectors and monitoring of sprinkler water flow and valve position. Signaling devices will be audible devices and flashing indicator lights in keeping with ADA requirements. The system will interface with the building monitoring and information system.

D. Scope of Work

1. The following general systems and equipment shall be provided as a minimum, but not be limited to the following:

   a. Primary Electric Service (distribution panels with sub-metering)

   b. Secondary Electric Service. (branch circuit panelboards).

   c. Internal Normal distribution system.

   d. Grounding.

   e. Lighting fixtures including lamps.

   f. Connections to HVAC, plumbing, elevators, pneumatic tube equipment.

   g. Testing, cleaning and adjusting.

h. Fees, permits, royalties, guarantees.

i. Firestopping, smokeproofing, waterproofing.

j. Shop Drawings, Record Drawings, Coordination Drawings.

k. Short circuit, voltage drop and coordination studies including breaker trip settings.

l. Fire alarm system.

m. Connections to Owner furnished equipment.

n. Lightning Protection System

E. Normal Distribution System

1. Primary Electric Service

a. Furnish and install two (1) 208 volt, 400 amp rated distribution panel board with a 225A branch circuit panelboard to feed lighting and receptacle loads. Large equipment loads will be fed via the distribution panelboard.

b. Sub-metering shall be installed ahead of the feeder that serves the fit-out space.

F. Distribution and Branch Circuit Panels

1. Distribution, lighting and receptacle panelboards shall be deadfront construction with copper bussing utilizing thermal magnetic circuit breakers for 100 amp and below and true RMS solid state circuit breakers with adjustable trip units (LSI) for above 100 amps. Panels 225A and below may be series rated, for the available short circuit current, with the upstream device. Panels over 225A shall be fully rated for the available short circuit current. All trims shall be door-in-door type.

2. All panels and individually mounted circuit breakers shall have short circuit ratings as follows:

a. 240V Class Panels/Breakers

1) 10 kAIC where shown fed via 150 kVA transformer and less

2) 22 kAIC where shown fed via 225 kVA transformer

3) 42 kAIC where shown fed via 300 kVA transformer

4) 65 kAIC where shown fed via 500 kVA transformers

G. Raceways, Feeders, and Branch Circuits

1. Raceways

a. Raceways for feeders and branch circuits shall be metallic, rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT) subject to

the restrictions of the National Electrical Code, minimum size 3/4". EMT shall not be used in concrete construction or where subjected to mechanical damage.

b. Exterior ductbanks shall be comprised of PVC Schedule 40 conduit encased in concrete. Concrete duct banks shall be formed of plywood. Where ductbanks penetrate foundation walls or manholes, rigid galvanized steel (RGS) conduit shall be used.

2. Feeders

a. 600V feeders shall be single-conductor, 600V rated with XHHW or XHHW-2 insulation, feeders shall be color coded using color tape at all connections and in all pull and junction boxes. All feeders shall be installed in conduit. All wiring #8 AWG and larger shall be stranded.

3. Branch Circuits

a. Branch circuit conductors shall be single-conductors 600V rated with THWN or THHN insulation with continuous color coding.

b. Branch circuit conductor shall be designed to utilize the advantage of multi-wire distribution, however, no more than (6) current carrying conductors (3-phase, 3 neutral) shall be installed in a common conduit.

c. Minimum size wire for branch circuit and power wiring shall be #12 AWG, for remote control signal circuit and interlock wiring can be #14 AWG. For 20A branch circuit runs exceeding 100'-0" in length from the panelboard to the first outlet, the entire branch circuit run shall be #10 AWG or larger. For runs over 175'-0" to the first outlet, use #8 AWG or larger for the entire branch circuit run.

d. All wiring shall be in conduit.

e. All wiring in patient areas shall be installed in Hospital Grade MC cable.

H. Wiring Devices

1. All wiring device shall be Hospital rated quick disconnect type.

I. Fire Alarm System

1. The fire alarm system for the facility shall be a multiplex addressable, microprocessor based system with system cabinets, power supplies, micro-controller, keyboard display, led display, batteries, peripheral devices, voice evacuation system, firefighters communication equipment, etc. The fire alarm system shall be as tied to existing facility central monitoring and notification alarm system.

2. The system shall comply with all current, applicable codes including the following:

a. National Electric Code (2011)

b. National Fire Protection Agency

1) NFPA 72 2010 Edition

2) NFPA 101 Life Safety Code

c. New York State Building Code (2010)

d. New York City Building Code (NYCBC-2014)

e. New York City Electrical Code (2014)

f. New York City Fire Code

g. All applicable UL standards

h. Americans with Disabilities Act (ADA)

i. Local Fire Department Requirement

3. Wiring

a. All fire alarm wiring shall be supervised. All wire and cable shall be suitable for fire alarm use and shall be installed in conduit.

b. All wiring shall be stranded and color coded per the Hospital's Standards.

J. Preliminary Electrical Equipment Manufacturers (For Review)

1. Electrical Distribution Equipment –Square D , GE, or Cutler Hammer

2. Wiring Devices – Pass & Seymour (PT83300 Series) with quick disconnect wiring harness, Hubbell, Levitton

3. Fire Alarm – Extension of existing building system.

Plumbing Scope of Work

A. Design Statement

1. The new Plumbing systems shall have the following characteristics:

   a. Protection of the public water supply.

   b. User safety and comfort.

   c. Universal accessibility.

   d. Energy responsiveness.

   e. Flexibility for future changes.

   f. Durability.

   g. Ease of maintenance.

   h. Reliability and redundancy.

2. Every effort will be made to design, layout and install equipment in locations which will tend to encourage routine preventive maintenance by providing easy access for maintenance personnel. Manual isolation valves will be provided to enable servicing, expansion of, renovation or construction of any part of the existing facility without unscheduled interruption of services in adjacent areas.

3. All systems, equipment and fixtures shall be designed in accordance with the Nassau County Building Code, New York State Plumbing and Health Codes, applicable local Codes and Ordinances, and good engineering practices.

B. Design Criteria Conditions

1. Water Consumption of Plumbing Fixtures:

   a. Public Lavatory: 0.25 gal per cycle

   b. Mop Sinks: 2.5 GPM

2. Water supply pressure within the system shall be maintained between 30 psi minimum and 80 psi maximum at all points. Existing water service shall be reused.

   a. Potable water shall be protected from contamination by the use of the Code approved cross connection control devices and practices.

   b. Hot water shall be distributed throughout the building at a temperature of 120°F. A hot water return system shall be provided to maintain the hot water supply temperature. A hot water recirculation pump shall be provided, it shall operate when the temperatures of the hot water system drops to 110°F.

3. The sanitary drainage system shall drain all above grade fixtures by gravity.

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Plumbing Contractor for the installation of all work as specified hereinunder. This specification represents the overall concept of the Plumbing system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

a. Sanitary Waste and Vent

1. Provide a complete sanitary waste and vent system throughout the tenant area serving the new/relocated fixtures. Systems shall run by gravity flow. All of the sanitary waste and vent systems shall be cast iron pipe.

b. Water Supply

1. Provide new hot, cold and return piping for new fixture locations where required. All branches shall have valved shutoffs.

c. Site Utilities

1. Reuse existing water, sanitary, storm and natural gas services.

D. Preliminary Plumbing Fixtures Selection
All products shall match products determined to be acceptable by the College.

Fixture	Type	Acceptable Mfr.
Lavatory	Wall hung China Metering faucets	American Standard Kohler
Mop Receptors	Terrazo Base	Fiat Stern Williams Mustee
Faucets	Laboratory/Lavatory	T&S Brass American Standard

E. Piping Materials

Piping	Type	Joints
Cold Water (Domestic and Non-	Type L hard temper	95/5 Solder

Piping	Type	Joints
Domestic)		Lead Free
Hot Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Soil/Waste Vent (Above Ground)	Service weight CI	No hub

F. Valving Selection

Service	Type	Joints
Cold Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free

G. Preliminary Equipment Selection

1. Piping Insulation

   a. Owens-Corning ASJ-SSL, pre-formed piping insulation of 4 lb. density fiberglass with ASJ/self-sealing lap. Fittings shall be insulated with loose fiberglass and covered with pre-formed PVC jacket as by Zeston. Insulation thickness in accordance with the following schedule.

      1. Hot Water and Recirculation Hot Water: 1"

      2. Cold Water: 1" Vapor Sealed

   b. At each support, provide a 12" long segment of non-compressible insulation with jacket to match adjacent covering, as by Pipe Shields or equal.

H. Demolition

1. The continuous operation of all existing systems while demolition relocation work of new tie-ins is being performed is required.

2. Prior to any deactivation and relocation, capping, valving, tie-in or demolition work, consult the drawings and arrange a conference with the Architect and the Owner's representative in the field to inspect each of the items to be deactivated, removed or relocated. Care shall be taken to protect all equipment designated to be relocated and reused.

3. All draining of existing systems, filling and venting required to remove and relocate existing piping systems shall be included and provided under this Contract as required to perform the various equipment or piping relocations or new tie-ins.

4. Except as otherwise noted, all deactivation, safe capping, valving, etc., of systems designated to be demolished shall be provided by the Plumbing Contractor, as applicable,

and all demolition, removal and disposal of demolished materials shall be performed by the GC/CM.

I. System Installation

1. All systems shall be installed in strict accordance with Authorities having jurisdiction and manufacturer guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, all pressure vacuum and piping systems shall be tested 150% of the normal working pressure.

Fire Protection Scope of Work

A. All systems and equipment shall be designed in accordance with 2010 New York State Building Code, recommendations of the National Fire Protection Association (NFPA), National Electrical Code (NEC), Factory Mutual (FM), and the Owner's insurance underwriter.

B. Design Criteria

The fire protection system shall be designed as follows:

1. Sprinklers shall be provided throughout the renovated areas to protect all spaces. All sprinklers shall be quick response type.

2. Sprinklers in mechanical rooms and storage rooms shall be designed to meet ordinary hazard group I.

3. The water service for the modified automatic wet pipe sprinkler system shall be supplied from the existing fire service. Supplementary pressure boosting shall not be required.

4. Sprinkler Densities:

a.	Light hazard	0.1 gpm per square foot over the most remote 1500 square feet.
b.	Ordinary Hazard	0.2 gpm per sq.ft. over the most remote 1500 sq.ft.

5. Protection area per sprinkler head shall be:

a.	Light hazard	200 square feet - smooth ceiling 168 square feet - other types of construction
b.	Ordinary hazard	130 square feet

6. Application

a.	Light hazard	Offices General Areas
b.	Ordinary hazard	Mechanical Rooms Storage Rooms

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Fire Protection Contractor for the installation of all work as shown on the drawings and as specified hereunder. The specification represents the overall concept of the Fire Protection system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

   a. The sprinkler system shall be hydraulically designed and installed as per NFPA 13.

D. Systems

1. The renovated areas will be provided with an automatic "wet" sprinkler system. Source of water will be as noted above.

E. Codes, Standards and References

1. The fire protection systems will be designed in accordance with the following:

   a. Building Code

   b. National Fire Protection Association (NFPA)

   c. National Electrical Code (NEC)

   d. Factory Mutual (FM)

   e. Owner's Insurance Underwriter

F. Flow Test

1. Include all costs for conducting a flow test to verify hydraulic performance of the site system. Flow test will be run at times as directed by Owner and Local Authorities. Submit flow test data in conjunction with shop drawing submittal, for approval.

G. Pipe and Fittings

1. Sprinkler piping installed above ground and sized 2" and smaller shall be Schedule 40 black steel with threaded joints and fittings.

2. Sprinkler piping installed above ground and sized 2 ½ " and larger shall be Schedule 10 black steel with roll groove type connections and fittings, and mechanical couplers similar to Victaulic system. Pressure rating shall be 175 psig minimum.

H. Sprinkler Heads

1. Heads in hung ceilings shall be concealed type, color to match ceiling.

2. Heads in areas without ceilings shall be upright brass finish.

3. All heads shall be UL listed or FM approved type 1/2" nominal bore, 165°F rated.

4. Sprinklers shall be of one manufacturer and shall be located in the center of ceiling tiles.

5. All sprinklers shall be quick response type.

I. System Installation

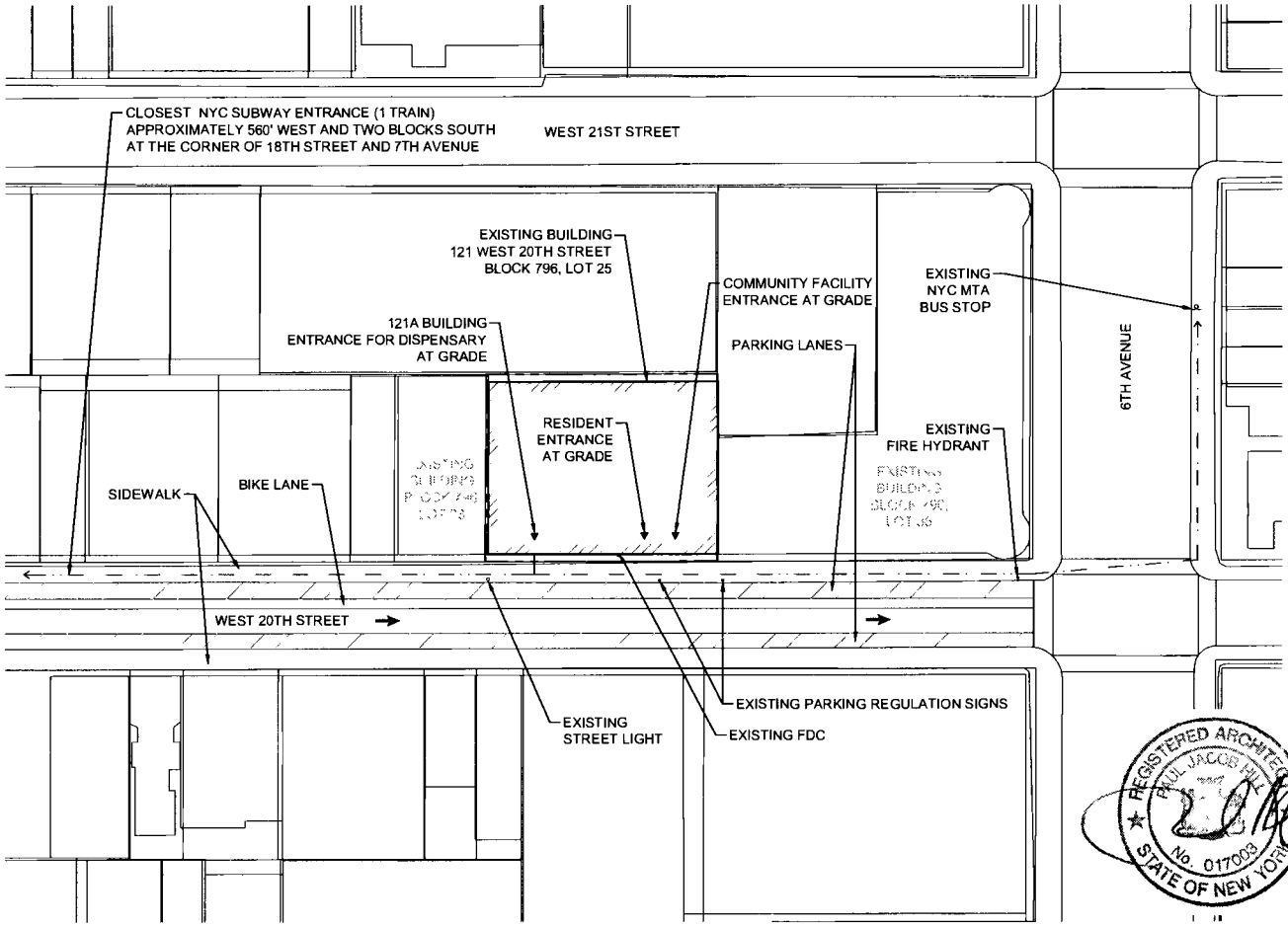
1. The entire facility shall be sprinkled in accordance with the Authorities having jurisdiction, including the Owner's Insurance Underwriter, Local Fire Department, and NFPA Guidelines. The system shall be installed in accordance with these Guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, the systems shall be tested at 200 psi.



NOTES

1. SITE IS LOCATED AT 121A WEST 20TH STREET NEW YORK, NEW YORK 10011.
2. ALL CONDITIONS SHOWN ARE EXISTING.
3. THE EXTERIOR OF THE BUILDING WILL NOT BE ALTERED.
4. ENTRY TO PREMISES IS LOCATED MORE THAN 1000' FROM THE NEAREST ENTRY TO ANY SCHOOL OR PLACE OF WORSHIP ONWEST 20TH STREET.
5. SEE PROPOSED FIRST FLOOR PLAN A-1 FOR EXTERIOR BUILDING PERIMETER LIGHTING.

LEGEND

PROPERTY LINE

PEDESTRIAN ROUTE TO PUBLIC TRANSPORTATION

BUILDING ENTRANCE/EXIT - SEE PLAN A-0, A-1, AND A-2 FOR DETAIL

APPROXIMATE SCALE: 1" = 30'

REGISTERED ARCHITECT PAUL JACOB HILL No. 017003 STATE OF NEW YORK

Applicant:
Silverpeak NY LLC
c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
121 West 20th Street
New York, New York 10011

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants
BR+A Engineers
105 Madison Ave.
New York, New York 10016
Feld, Kaminetzky & Cohen
Division of GEI Consultants, Inc. P.C.
500 N. Broadway Suite 164
Jericho, New York 11753
A.K.R.F Inc.
440 Park Avenue South 7th Fl.
New York, New York 10016

Drawing Title:
121A W. 20TH STREET
NEW YORK, NY 10011

Dwg. File:	Scale: 1"=30'
Project Number: 12223	Date: 06/04/2015
Sheet Number: SD-1	

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

This drawing submitted solely for application to become a New York State registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act.

Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
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Consultants
BR+A Engineers
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New York, New York 10016
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Division of GEI Consultants, Inc, P.C.
500 N Broadway Suite 164
Jericho, New York 11753
A K R F Inc
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
PARTIAL DEMOLITION FLOOR PLAN

Dwg. File: P-Base 121.dwg	Scale: 1/8"=1'-0"
Project Number: 3502	Date: 6-4-2015

Sheet Number:
D-1

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

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PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011
tel: 212 [redacted]
email: [redacted]

Consultants
BR+A Engineers
105 Madison Ave.
New York, New York 10016
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500 N Broadway Suite 164
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A K R F Inc
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title
CELLAR FLOOR EGRESS PLAN

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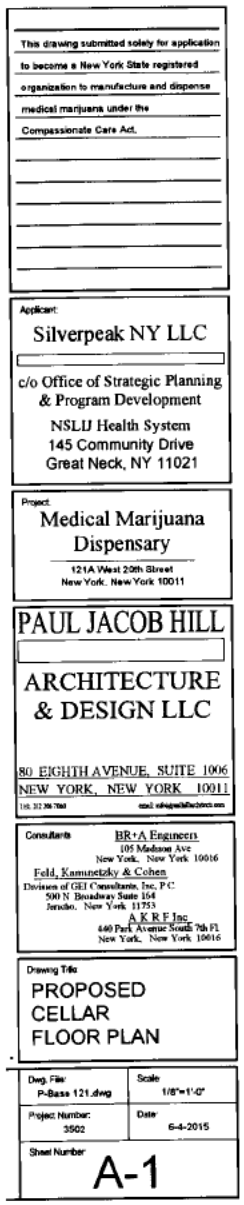
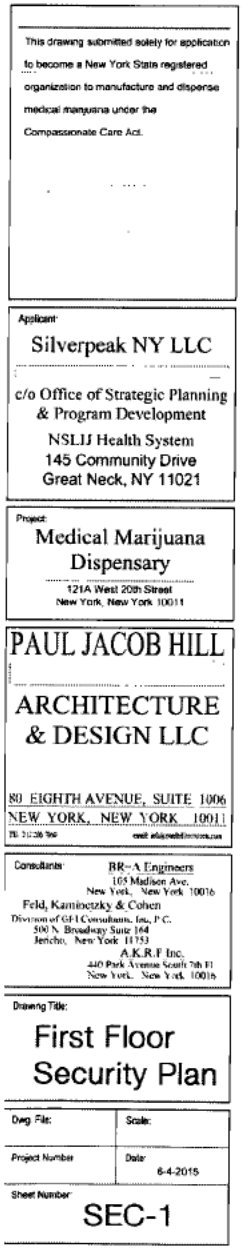
Sheet Number:
A-0

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



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



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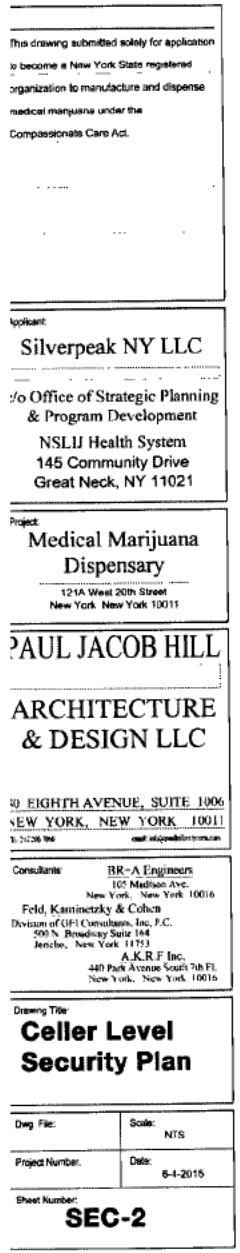

Silverpeak NY LLC
Medical Marijuana Dispensary

1 Edgewater Plaza
Sixth Floor
Staten Island, NY

Table of Contents

Section		Page(s)
Appendix B		1-13
Appendix B Data Sheet		14
Narrative Scope of Work & Outline Specifications		15-34
Drawings		
SD-1	Site Plan	35
D-1	Demolition Plan	36
A-0	Egress Plan	37
A-1	Proposed Plan	38
SEC-1	First Floor Security Plan	39
SEC-2	Sixth Floor Security Plan	40

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:	Silverpeak NY LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	NYC BC Occupancy Group E Business
Building Construction Type and Classification:	I A
Facility Address:	1 Edgewater Plaza, Sixth Floor , Staten Island, New York, 10305-4907
Primary Contact Telephone number:	516-465-8251
Primary Contact Fax number:	516-465-8179

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

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

☐ N/A	TOWN BOARD APPROVAL
☐ N/A	PLANNING BOARD APPROVAL
☐ N/A	ZONING BOARD OF APPEALS APPROVAL
☑ 7-1--7-15/2015	PREPARATION OF CONSTRUCTION DOCUMENTS
☑ 7-15--8-15/2015	BUILDING PERMIT
☑ 7-15--8-1/2015	BIDDING PHASE
☑ 8-1--8-15/2015	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (1)
☑ 9-1/2015	COMMENCEMENT OF CONSTRUCTION
☑ 12-1-2015	COMPLETION OF CONSTRUCTION

Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

Energy Source:

☑ Natural Gas ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems:

☑ Heating System: Type See data, Size sheet Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type See data, Size sheet Efficiency _____,
Ventilation Requirements _____

☐ Ventilation & Humidification Systems:
Type _____, Size _____, Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available 400A FOR DISPENSARY

☑ Water Supply: Municipal Water Service X or Private Well Water _____

☑ Sewage: Municipal Sewer System X or Private Septic System _____

☑ Emergency Power System:
Type Battery, Size 90min-4hr Efficiency Exits/Sec,

Appendix B – Architectural Program

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

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- ☐ 2010 BUILDING CODE OF NYS
- ☐ 2010 FIRE CODE OF NYS
- ☐ 2010 PLUMBING CODE OF NYS
- ☐ 2010 MECHANICAL CODE OF NYS
- ☐ 2010 FUEL GAS CODE OF NYS
- ☐ 2010 PROPERTY MAINTENANCE CODE OF NYS
- ☐ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- ☐ 2012 IECC COMMERCIAL PROVISIONS
- ☐ 2010 EXISTING BUILDING CODE OF NYS
- ☑ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) NYC Elec Code 2014
- ☐ 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 Flood Plane Audit Division of NYC DOB

Appendix B – Architectural Program

Select Project Type:
Check all that apply. Refer to the Existing Building Code for definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☑ Alteration Level 2
- ☐ Alteration Level 3
- ☐ Change of Occupancy
- ☐ Addition
- ☐ Historic Building
- ☐ Demolition
- ☑ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work Involved:
Check all that apply.

- ☑ General Construction
- ☐ Roofing
- ☐ Asbestos Abatement/Environmental
- ☑ Fire Alarm
- ☐ Structural
- ☑ Mechanical
- ☑ Plumbing
- ☑ Electrical
- ☐ Site Work
- ☐ Sprinkler
- ☐ Elevators
- ☑ Other: Telecommunications/Security

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	NYC BC 27-237	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	E Business	E Business - No Change

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.		None
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.		None
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		None
5	Building Area & Height	501-507	NYC BC 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).	Unlimited Height Unlimited Area	7 story 55,882
6	Incidental Use Areas	508.2	NYC BC 27-240	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	0 hr	See Appendix B Data Sheet

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	NYC BC 27-240	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	No separations required	No separations required See Appendix B data sheet.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	1-A	1-A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No Change to existing. See drawing A-1	No Change to existing.

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	NYC BC Table 3-4	Identify required fire resistance rating of exterior walls on Building Plan(s).	0 hr all facades	0 hr all facades
13	Exterior Fire Separation Distance	Table 602	NYC BC Table 3-4	Identify required fire separation distance of exterior walls between Buildings on Plan.	<30'	<30'
14	Fire Walls	705	NYC BC Table 5-1	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	4 hr max	N/A at dispensary
15	Fire Barriers	706	NYC BC Table 5-1	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	4 hr max	N/A at dispensary
16	Shaft Enclosures	707	NYC BC Table 3-4	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2 hr	2 hr
17	Fire Partitions	708	NYC BC Table 5-1	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	4 hr max	N/A at dispensary

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	NYC BC Table 3-4	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	4 hr	4 hr
19	Fire Protection: Sprinkler System	903	NYC BC 2014 903	Indicate Type of Sprinkler System: ☑ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Not Required	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.	Not required	Not provided
21	Standpipe System	905	NYC BC 2014	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not required	Provided
22	Fire Alarm & Detection Systems	907	NYC BC 2014 907	Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Not Required at existing	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]
23	Emergency Alarm System	908	NYC BC 2014	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	Not Required	Not Provided
24	Fire Department Connections	912	NYC BC 2014	Identify Fire Department connections in accordance with NFPA applicable standard.	Existing Permitted	N/A
25	Exits	1001.1 &2	NYC BC Chap 6	Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See egress calculations on drawing A-0	See egress calculations on drawing A-0
26	Occupant Load	1004 & Table 1004.1.1	NYC BC Table 6-2	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See occupancy loads on drawing A-0	See occupancy loads on drawing A-0
27	Egress Width	1005	NYC BC Table 6-1	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See dimensions on A-1	See dimensions on A-1
28	Accessible Means of Egress	1007.1	NYC BC 2014 Chap 11	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Per 1104	Accessible route 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]
29	Doors, Gates, and Turnstiles	1008	NYC BC	Means of egress doors shall meet the requirements of this section.	32"min clear	36" nominal min clear
30	Interior Stairs	1009	NYC BC 27-375	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.	No stairs within project area	No stairs within project area
31	Ramps	1010.1	NYC BC 27-377	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/A	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.	Not Regulated	Not Regulated
33	Exit Doorway Arrangement	1015	NYC BC 27-361	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.	Clear Access	Clear Access
34	Corridor Fire Rating	1017.1	NYC BC 27-369	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1 hr min	1 hr 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]
35	Corridor Width	1017.2	NYC BC Table 6-1	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44"	60"
36	Dead End Corridor	1017.3	NYC BC Table 6-1	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50'	15'
37	Number of Exits and Continuity	1019	NYC BC Chap 6	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	4 Exits	4 at sixth story see drawing A-0
38	Vertical Exit Enclosures	1020	NYC BC Table 3-4	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	2 hr required	2 hr provided
39	Exit Passageways	1021	NYC BC 27-373	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	2 hr	2hr at 1st Fl Lobby
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	No change to exisitng	No change to existing
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.	Existing Site See Appendix B data sheet	Existing Site See Appendix B data sheet
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).	No change to existing building envelope	No change to existing building envelope
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	90 minutes for Egress Lighting & Exit Signage	90 minutes for Egress Lighting & Exit Signage 4 hr for security system
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	Existing No Change	Existing Retained + 1 unisex
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing building, value not currently known	30-80psi at Dispensary req'd
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 apparatus road within 150' of all building portions	Fire apparatus road within 150' of all building portions

APPENDIX B
DATA SHEET
1 EDGEWATER PLAZA
SIXTH FLOOR
STATEN ISLAND

Line #	Topic	Required/Allowed Value	Facility's Actual Value
Part III	Engineering Systems		Heating:45,000 btu/hr of space heat provided by the existing AHU, gas fired. Cooling: 3-5 (1;200-2,000 CFM) tons of space cooling provided by the existing AHU, electric source. Spot Cooling at LAN 1 ton (300 CFM) split system, electric source.
6	Incidental Use Areas	No separations required	Cannabinoid Storage Ordinary Storage 0 hr separation rating req'd per Table 3-1, same Fire Index as Business Use
7	Mixed Occupancies	No separations required	No separations required for Housekeeping & Jan Closet 0 hr separation rating req'd per Table 3-1, same Fire Index as Business Use
43	Accessibility	Existing site – No Change	Existing site – No Change New features within dispensary conforms to Chapter 11 NYS BC and ICC/ANSI 117.1(03)

June 4, 2015

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

Re: Silverpeak NY LLC: Certify Medical Marijuana Dispensary at 1 Edgewater Plaza, New York, NY 10305-4907

Narrative

In accordance with PHL § 3365(3) and Title 10 of the New York Code of Rules and Regulations (NYCRR) § 1004.6, Silverpeak NY LLC, (Silverpeak) is proposing to certify a medical marijuana dispensary to be located at 1 Edgewater Plaza, New York, NY. Through this project, Silverpeak will convert part of an existing single-tenant leasehold to accommodate a medical marijuana dispensary. This will be achieved through renovations to the facility, located within a free-standing seven-story business occupancy structure, of incombustible construction, and will result in a code-compliant environment, conducive to patient and staff satisfaction, as well as programmatic efficiencies.

General & Architecture Scope

The medical marijuana dispensary shall be composed of (i) partitioned spaces internal to the existing structure, including existing spaces scheduled to remain unaltered, areas to be altered to accommodate proposed uses, and spaces to be altered to provide conformance with requirements, and (ii) partitioned spaces internal to the existing building including existing ancillary electro/mechanical spaces scheduled to remain unaltered. Existing, proposed, egress, and security conditions are respectively depicted on drawings dated June 4, 2015, submitted herewith. Within the proposed project area, renovation will consist of gypsum board on metal framed stud partitioning, new hollow metal doors and new hardware, altered and new suspended lay-in acoustic ceilings, modified and new architectural casework, modified and new floor and wall finishes, new toilet room and janitor's closet and misc. room accessories; new HVAC equipment, modified and new ductwork and devices; modified and new electrical distribution and new devices; modified and new lighting, lighting controls, and exit signage; new security and security communication system; modified and new hot and cold water supply piping, modified and new drainage and vent piping, and new plumbing fixtures and fittings. Work will be carried out within the existing occupancy at the sixth floor, as well as at the roof level. See concomitant architectural and MEP drawings and report for comprehensive depiction and listing.

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Ancillary mechanical, electrical and plumbing equipment rooms serving the unit are provided as base building services at areas outside of the unit, within and about the building and on the roof.

Structural Scope
No structural modifications are anticipated to be necessary in relation to the project.

HVAC Scope
The existing HVAC systems serving the existing space will be modified as required to serve the alterations proposed and a new split system air conditioning system will be provided for the new LAN Room.

Smoke Detection
The building is served by area smoke detectors, which shall be relocated and supplemented as required by plan arrangements.

Fire Protection
Fire sprinkler system is present. Relocate and supplement as required.

Plumbing
New ADA compliant fixtures and fittings will be provided. All new hand washing sinks at base cabinets shall be provided with locking base cabinets.

Electrical

The existing electrical normal power distribution and lighting systems serving the existing space will be modified to serve the alterations proposed in this application. New normal power distribution and lighting and lighting control systems will be installed at new spaces.

Low-Voltage Systems
Security
A new security system will control access to the suite and interior spaces; interior and building perimeter will be monitored by continuously recording video cameras and interior motion detectors. Security alert buttons will be provided for staff. Video intercom stations will be provided at corridor side of visitor and staff entry doors, communicating with Dispensary reception station.

Telecommunications
Existing telecommunications will be modified at existing areas to remain and new devices connected to new dedicated servers will be installed at new areas.

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Outline Specifications

Div. 1 General Requirements – Comply with AIA Documents A101 and A201, 2007 editions, respectively, included by reference, and NSLIJ 2014 Supplementary General Conditions, attached hereto at Appendix B Exhibit.

Div. 2 Demolition – Provide temporary protective barriers to isolate all occupied areas from construction activities. Provide negative pressure HEPA filtered exhaust to exterior from construction area. Maintain all required exits, exit signage and emergency exit lighting for all egress paths affected by the work. Cap and temporarily support all utilities as required. Provide temporary shunts as required. Maintain all fire resistive rated construction. Perform demolition as described or required on demolition plan.

Work shall be prosecuted in phases to permit ongoing use of business operations at the overall project site.

Remove existing partitioning at locations shown on the drawings, including, as may exist, appurtenant doors and doorframes, power distribution, telecommunications, and lighting switching, plumbing fixtures, drainage and venting and all other misc. accessories and elements. Within spaces scheduled for demolition demolish casework and shelving, remove existing floor mounted equipment and acoustic lay-in ceilings and aluminum grid, including all incorporated lighting, smoke detection, diffusers, returns, etc, and ductwork above.

See divisions 15 and 16, this report, for additional demolition.

Div. 3 Patch misc. floor deck damage at removal of equipment anchorages, through deck penetrations at abandoned conduits, and at new penetrations for new work.

Div. 4 Not required.

Div. 5 Provide ½" diameter steel bar grating at not greater than 4" OC, set in angle iron frame securely anchored to partition studding at above ceiling air transfer grilles.

Div. 6 Install all doors, doorframes, finish hardware and misc. accessories. Provide plastic laminate and solid surface countertop casework as shown on plans at new or modified spaces.

Div. 7 Sealants – Provide intumescent and fire resistive rated sealants as required, applied by certified technicians. Provide sanitary sealants at all plumbing fixtures and casework /floor interfaces. Provide paintable sanitary sealants at all casework counter/wall interfaces.

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Roofing – At locations of new penetrations, install new pitch pockets, curbs, and flashings, consistent with existing roofing, in concert with existing roof warrantor. For purposes of estimation, existing roofing shall be presumed to be 2-ply modified bitumen.

Div. 8 Provide new hollow metal 18 GA doors, and 16 GA doorframes to match existing; new hardware equal to Schlage D series, all materials shall match existing building standard. All FPSC doors shall be equipped with UL listed fire door hardware. All vision panel glazing shall be tempered or laminated glazing, FR rated at FPSC. Provide electrified locks or strikes, interconnected with security software, and self closing devices at doors requiring credential readers, password protection or other security devices for authorized passage.

Div. 9 All new partitioning shall be of galvanized steel stud construction, 25 ga minimum at 16" oc minimum extending from deck to deck; surfacing of (1) layer each side 5/8" gypsum board, infill with 2" thick mineral wool acoustic isolation batts. Provide steel or fire resistive treated plywood blocking as required for wall mounted accessories and equipment of this contract. All partitions demising the dispensary premises shall extend from floor to structural deck above; extend existing partitions as necessary. Provided fire resistive ratings as indicated on plans or schedules for fire protection.

Ceilings shall be minimum 1 lb per square foot minimum uplift resistance rated 2' x 2' lay-in acoustic ceiling tiles with 15/16'" aluminum tee-grid at new areas.

Finished flooring shall be resilient, with rubber base up to 4" AFF, typical, at new areas. Otherwise, match existing building materials at modified existing areas to remain. To the maximum extent practicable, repair or replace exiting vinyl wall covering to match existing at project areas outside of dispensary demising. Floors at toilet room and janitor closet shall be porcelain ceramic tile type with matching 4" high wall base.

Wall finishes shall be 1 coat heavy duty primer, 2 coats semi gloss latex, equal to Benjamin Moore Eco-Spec paint family, with epoxy type at toilet room and janitor's closet.

Div. 10 Misc. Accessories: Provide ABC type fire extinguishers in fully recessed cabinets distributed about new dispensary suite in compliance with NFPA 10; paper towel, and soap and anti-bacterial agent dispensers at each sink location.

Div. 11 Equipment: See owner's equipment schedule.

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Div. 12 Furnishings: See owner's furnishings schedule. Provide new wall mounted ADA compliant signage to match existing building standard at all door openings between rooms or spaces.

Div. 13 Not used

Div. 14 Not used.

Div. 15 See MEP narrative accompanying this report for additional commentary and scope.

Existing 6th Floor:
Existing sixth floor supply branch ductwork shall be modified to serve new and existing areas.

Provide new zero-degree Fahrenheit ambient temperature split type air conditioning system to serve new LAN Room. Provide ceiling mounted air-handling unit at LAN and rooftop mounted condensing unit. Connect air-handling unit condensate to nearest drain line via indirect funnel drain. Provide disconnect switches at air-handler and condensing unit.

Div. 16 See MEP narrative accompanying this report for additional commentary and scope.

Emergency Power:
Battery sourced emergency power to be provided at 90 minutes for egress path lighting and exit signage and at 4 hours for security hardware and devices.

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Lighting System:
New areas shall be equipped with ceiling mounted recessed 2'x2' LED lighting fixtures with associated switches. Modified areas shall have lighting controls relocated as required. Provide lighting controls compliant with Energy Conservation Construction Code of NY State Section 805.2.1 at modified areas to remain and new areas. Provide exterior mounted, battery back-up, rapid restrike lighting fixtures at perimeter of building as shown on first floor plan, A-1.

Fire Alarm System and Smoke Detection:
Remove and relocate existing fire alarm and smoke detection devices in existing areas to be renovated. Provide new devices matching existing to suit new layout. Duct detectors shall remain on existing HVAC equipment and supply duct smoke detectors shall be provided on all supplies in accordance with NFPA 72 and NFPA 90A. Provide horns, strobes, smoke detection, and other devices in accordance with NYS Building Code, and Nassau County Fire Marshal's Office.

Low-Voltage Systems
Within the dispensary suite and at building perimeter, a new security system shall be provided, consisting of credential readers and electrified integrated locks to control access to and within the suite during all hours and days. Egress will not be restricted from any space in any way at any time. At new interior spaces, existing modified building entry and lobby, and at exterior building perimeter video cameras connected to recording and monitoring system, as well as interior ceiling mounted motion detectors, will provide coverage of the entire project area, with closed circuit coverage within suite and reporting to central station monitoring. Staff security alert buttons will be provided at select locations within the dispensary. Existing building security system devices at existing building areas to remain shall remain operational, to control building entry and exit from all exterior man doors and within building at select locations, such as, but not limited, to electro/mechanical spaces other than within the dispensary, reporting to central station monitoring. See further security system description elsewhere in this application and architectural drawings for additional detailed information.

FUNCTIONAL SPACE PROGRAM

Entry to the building housing the dispensary is accessibly obtained at grade via the existing primary entrance. See drawing A-0. Within the dispensary, all spaces and features of the dispensary shall be accessibly designed.

All visitor and staff functions shall be limited to the area of the dispensary. Additional electro-mechanical and other service areas throughout and above the building shall provide non-program supplemental services. The individual spaces of the facility are proposed as listed below.

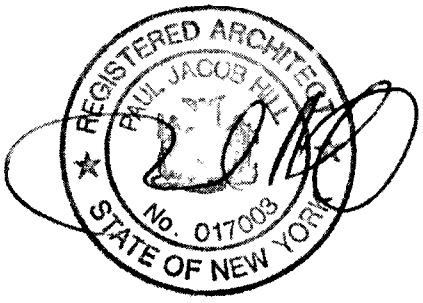
80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 212-206-7060 info@paulhillarchitects.com

Space Name	Rm #	AreaProposed[2]
Reception/Secure Waiting		163 s.f.
Consultation Room		440 s.f.
Manager's Office		96 s.f.
Cannibioid Storage		224 s.f.
Ordinary Storage		132 s.f.
Staff Room		374 s.f.
Staff Toilet Room		55 s.f
Janitor's Closet		32 s.f.
Housekeeping		44 s.f.
LAN/Security		46 s.f.
Sub-Total Program Space		1,606 s.f.
Internal Circ., Struc., Mech, Partitions, & project areas external to dispensary		394 s.f.
TOTAL PROJECT AREA		2,000 s.f.[1]

Notes:
1. Square footage listed is net, exclusive of exterior walls, and roof.
2. Individual space square footage listed is inclusive of cabinetry and net exclusive of intermediate and demising partitions.

End of Narrative and Space Program

Paul Jacob Hill, R.A.



NYS License #17003

80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 212-206-7060 info@paulhillarchitects.com

HVAC Scope of Work

A. General

1. Furnish all Labor, Supervision, Materials, Equipment and Accessories necessary to provide a complete HVAC system.

B. Codes

1. The HVAC systems shall comply with all 2014 New York City Construction Codes, local Municipality Codes and all Local Authorities having jurisdiction.

C. Dispensary

1. Air Conditioning and Heating

   a. The existing air handling unit (AHU) complete with a heating and cooling coil, supply air fan and rooftop air cooled condensing units appear to be in satisfactory condition and will be reused.

   b. The existing AHU will provide nominal 3-5 tons of cooling and 45,000 btu/hr of space heating.

   c. A new 1 ton split air conditioning system will be provided to meet the cooling requirements of the new LAN room with a ceiling mounted fan coil and a rooftop mounted condensing unit. Connect the evaporator condensate outlet to the nearest drain line.

2. Air Distribution

   a. All supply ductwork shall conform to the standards and recommendations of the latest edition of SMACNA – HVAC Duct Construction Standards.

   b. All galvanized steel sheet metal shall conform to ASTM A653/A653M (G-90) having not less than 0.90 oz. of zinc per square foot of sheet and be of lock-forming quality.

   c. All supply air ductwork to all areas shall be single wall ductwork with externally wrapped 1 1/2" foil faced fiberglass insulation. Interior ductwork where exposed shall be ready for finish painting by the General Trades Contractor.

   d. Supply air ductwork currently serving the space will be cut back to the main distribution header with in the mechanical room (MER).

   e. New supply air ductwork will be connected to the existing main supply air distribution header within the adjacent MER.

   f. New sheet metal supply ductwork diffusers and return grilles will be provided in each comfort zone.

g. The ceiling plenum shall act as a return plenum.

h. All duct/return air openings in rated partitions shall be provided with a 1 ½ hr rated fire damper.

i. All branch ducts shall be provided with balancing dampers.

j. All toilet rooms will be connected to existing vertical toilet exhaust ductwork. Toilet exhaust will be sized for .5 cfm/sf, minimum 50 cfm.

3. HVAC Piping

a. Refrigerant Piping: Hard drawn Type L Copper

1) 2 inches and smaller – Silver brazed joints

b. Refrigerant Pipe Insulation: 1-inch thick Molded fiberglass

Electrical Scope of Work

A. Normal Power System

1. Electric service to the building shall be obtained from the existing utility distribution system. Lighting and common area power will be served from panels located in central electrical closets. A space of this size and use type will utilize a 400A service. Sub-metering will be installed to give landlord billing capabilities.

B. Lighting

1. Interior lighting will be primarily LED, with flourscent sources being used only in specially designated areas as determined by the Architect and/or lighting designer. The LED lighting systems will utilize energy efficient lamps, electronic drivers and low brightness louvers or diffusers and reflectors. Strategically arranged corridor fixtures will be unswitched for egress lighting as well as providing economic night time illumination. Occupancy sensors and/or timers will be considered in the design of the facility to turn off lights automatically when not needed. A low voltage lighting control system connected to the buildings energy management system will be provided for the main lobby spaces, and exterior lighting.

C. Fire Alarm

1. The fire alarm system will be an extension of the existing analog/addressable type installed complete with annunciator panels in keeping with the existing building Design Standards. The system will provide complete fire detection and alarm capabilities with manual pull stations, automatic detectors and monitoring of sprinkler water flow and valve position. Signaling devices will be audible devices and flashing indicator lights in keeping with ADA requirements. The system will interface with the building monitoring and information system.

D. Scope of Work

1. The following general systems and equipment shall be provided as a minimum, but not be limited to the following:

   a. Primary Electric Service (distribution panels with sub-metering)

   b. Secondary Electric Service. (branch circuit panelboards).

   c. Internal Normal distribution system.

   d. Grounding.

   e. Lighting fixtures including lamps.

   f. Connections to HVAC, plumbing, elevators, pneumatic tube equipment.

   g. Testing, cleaning and adjusting.

h. Fees, permits, royalties, guarantees.

i. Firestopping, smokeproofing, waterproofing.

j. Shop Drawings, Record Drawings, Coordination Drawings.

k. Short circuit, voltage drop and coordination studies including breaker trip settings.

l. Fire alarm system.

m. Connections to Owner furnished equipment.

n. Lightning Protection System

E. Normal Distribution System

1. Primary Electric Service

a. Furnish and install two (1) 208 volt, 400 amp rated distribution panel board with a 225A branch circuit panelboard to feed lighting and receptacle loads. Large equipment loads will be fed via the distribution panelboard.

b. Sub-metering shall be installed ahead of the feeder that serves the fit-out space.

F. Distribution and Branch Circuit Panels

1. Distribution, lighting and receptacle panelboards shall be deadfront construction with copper bussing utilizing thermal magnetic circuit breakers for 100 amp and below and true RMS solid state circuit breakers with adjustable trip units (LSI) for above 100 amps. Panels 225A and below may be series rated, for the available short circuit current, with the upstream device. Panels over 225A shall be fully rated for the available short circuit current. All trims shall be door-in-door type.

2. All panels and individually mounted circuit breakers shall have short circuit ratings as follows:

a. 240V Class Panels/Breakers

1) 10 kAIC where shown fed via 150 kVA transformer and less

2) 22 kAIC where shown fed via 225 kVA transformer

3) 42 kAIC where shown fed via 300 kVA transformer

4) 65 kAIC where shown fed via 500 kVA transformers

G. Raceways, Feeders, and Branch Circuits

1. Raceways

a. Raceways for feeders and branch circuits shall be metallic, rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT) subject to the restrictions of the National Electrical Code, minimum size 3/4". EMT shall not be used in concrete construction or where subjected to mechanical damage.

b. Exterior ductbanks shall be comprised of PVC Schedule 40 conduit encased in concrete. Concrete duct banks shall be formed of plywood. Where ductbanks penetrate foundation walls or manholes, rigid galvanized steel (RGS) conduit shall be used.

2. Feeders

a. 600V feeders shall be single-conductor, 600V rated with XHHW or XHHW-2 insulation, feeders shall be color coded using color tape at all connections and in all pull and junction boxes. All feeders shall be installed in conduit. All wiring #8 AWG and larger shall be stranded.

3. Branch Circuits

a. Branch circuit conductors shall be single-conductors 600V rated with THWN or THHN insulation with continuous color coding.

b. Branch circuit conductor shall be designed to utilize the advantage of multi-wire distribution, however, no more than (6) current carrying conductors (3-phase, 3 neutral) shall be installed in a common conduit.

c. Minimum size wire for branch circuit and power wiring shall be #12 AWG, for remote control signal circuit and interlock wiring can be #14 AWG. For 20A branch circuit runs exceeding 100'-0" in length from the panelboard to the first outlet, the entire branch circuit run shall be #10 AWG or larger. For runs over 175'-0" to the first outlet, use #8 AWG or larger for the entire branch circuit run.

d. All wiring shall be in conduit.

H. Wiring Devices

1. All wiring device shall be Hospital rated quick disconnect type.

I. Fire Alarm System

1. The fire alarm system for the facility shall be a multiplex addressable, microprocessor based system with system cabinets, power supplies, micro-controller, keyboard display, led display, batteries, peripheral devices, voice evacuation system, firefighters communication equipment, etc. The fire alarm system shall be as tied to existing facility central monitoring and notification alarm system.

2. The system shall comply with all current, applicable codes including the following:

a. National Electric Code (2011)

b. National Fire Protection Agency

1) NFPA 72 2010 Edition

2) NFPA 101 Life Safety Code

c. New York State Building Code (2010)

d. New York City Building Code (NYCBC-2014)

e. New York City Electrical Code (2014)

f. New York City Fire Code

g. All applicable UL standards

h. Americans with Disabilities Act (ADA)

i. Local Fire Department Requirement

3. Wiring

a. All fire alarm wiring shall be supervised. All wire and cable shall be suitable for fire alarm use and shall be installed in conduit.

b. All wiring shall be stranded and color coded per the Hospital's Standards.

J. Preliminary Electrical Equipment Manufacturers (For Review)

1. Electrical Distribution Equipment –Square D , GE, or Cutler Hammer

2. Wiring Devices – Pass & Seymour (PT83300 Series) with quick disconnect wiring harness, Hubbell, Levitton

3. Fire Alarm – Extension of existing building system.

Plumbing Scope of Work

A. Design Statement

1. The new Plumbing systems shall have the following characteristics:

   a. Protection of the public water supply.

   b. User safety and comfort.

   c. Universal accessibility.

   d. Energy responsiveness.

   e. Flexibility for future changes.

   f. Durability.

   g. Ease of maintenance.

   h. Reliability and redundancy.

2. Every effort will be made to design, layout and install equipment in locations which will tend to encourage routine preventive maintenance by providing easy access for maintenance personnel. Manual isolation valves will be provided to enable servicing, expansion of, renovation or construction of any part of the existing facility without unscheduled interruption of services in adjacent areas.

3. All systems, equipment and fixtures shall be designed in accordance with the Nassau County Building Code, New York State Plumbing and Health Codes, applicable local Codes and Ordinances, and good engineering practices.

B. Design Criteria Conditions

1. Water Consumption of Plumbing Fixtures:

   a. Public Lavatory: 0.25 gal per cycle

   b. Mop Sinks: 2.5 GPM

2. Water supply pressure within the system shall be maintained between 30 psi minimum and 80 psi maximum at all points. Existing water service shall be reused.

   a. Potable water shall be protected from contamination by the use of the Code approved cross connection control devices and practices.

   b. Hot water shall be distributed throughout the building at a temperature of 120°F. A hot water return system shall be provided to maintain the hot water supply temperature. A hot water recirculation pump shall be provided, it shall operate when the temperatures of the hot water system drops to 110°F.

3. The sanitary drainage system shall drain all above grade fixtures by gravity.

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Plumbing Contractor for the installation of all work as specified hereinunder. This specification represents the overall concept of the Plumbing system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

a. Sanitary Waste and Vent

1. Provide a complete sanitary waste and vent system throughout the tenant area serving the new/relocated fixtures. Systems shall run by gravity flow. All of the sanitary waste and vent systems shall be cast iron pipe.

b. Water Supply

1. Provide new hot, cold and return piping for new fixture locations where required. All branches shall have valved shutoffs.

c. Site Utilities

1. Reuse existing water, sanitary, storm and natural gas services.

D. Preliminary Plumbing Fixtures Selection
All products shall match products determined to be acceptable by the College.

Fixture	Type	Acceptable Mfr.
Lavatory	Wall hung China Metering faucets	American Standard Kohler
Mop Receptors	Terrazo Base	Fiat Stern Williams Mustee
Faucets	Laboratory/Lavatory	T&S Brass American Standard

E. Piping Materials

Piping	Type	Joints
Cold Water (Domestic and Non-	Type L hard temper	95/5 Solder

Piping	Type	Joints
Domestic)		Lead Free
Hot Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Soil/Waste Vent (Above Ground)	Service weight CI	No hub

F. Valving Selection

Service	Type	Joints
Cold Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free

G. Preliminary Equipment Selection

1. Piping Insulation

   a. Owens-Corning ASJ-SSL, pre-formed piping insulation of 4 lb. density fiberglass with ASJ/self-sealing lap. Fittings shall be insulated with loose fiberglass and covered with pre-formed PVC jacket as by Zeston. Insulation thickness in accordance with the following schedule.

      1. Hot Water and Recirculation Hot Water: 1"

      2. Cold Water: 1" Vapor Sealed

   b. At each support, provide a 12" long segment of non-compressible insulation with jacket to match adjacent covering, as by Pipe Shields or equal.

H. Demolition

1. The continuous operation of all existing systems while demolition relocation work of new tie-ins is being performed is required.

2. Prior to any deactivation and relocation, capping, valving, tie-in or demolition work, consult the drawings and arrange a conference with the Architect and the Owner's representative in the field to inspect each of the items to be deactivated, removed or relocated. Care shall be taken to protect all equipment designated to be relocated and reused.

3. All draining of existing systems, filling and venting required to remove and relocate existing piping systems shall be included and provided under this Contract as required to perform the various equipment or piping relocations or new tie-ins.

4. Except as otherwise noted, all deactivation, safe capping, valving, etc., of systems designated to be demolished shall be provided by the Plumbing Contractor, as applicable,

and all demolition, removal and disposal of demolished materials shall be performed by the GC/CM.

I. System Installation

1. All systems shall be installed in strict accordance with Authorities having jurisdiction and manufacturer guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, all pressure vacuum and piping systems shall be tested 150% of the normal working pressure.

Fire Protection Scope of Work

A. All systems and equipment shall be designed in accordance with 2010 New York State Building Code, recommendations of the National Fire Protection Association (NFPA), National Electrical Code (NEC), Factory Mutual (FM), and the Owner's insurance underwriter.

B. Design Criteria

The fire protection system shall be designed as follows:

1. Sprinklers shall be provided throughout the renovated areas to protect all spaces. All sprinklers shall be quick response type.

2. Sprinklers in mechanical rooms and storage rooms shall be designed to meet ordinary hazard group I.

3. The water service for the modified automatic wet pipe sprinkler system shall be supplied from the existing fire service. Supplementary pressure boosting shall not be required.

4. Sprinkler Densities:

a.	Light hazard	0.1 gpm per square foot over the most remote 1500 square feet.
b.	Ordinary Hazard	0.2 gpm per sq.ft. over the most remote 1500 sq.ft.

5. Protection area per sprinkler head shall be:

a.	Light hazard	200 square feet - smooth ceiling 168 square feet - other types of construction
b.	Ordinary hazard	130 square feet

6. Application

a.	Light hazard	Offices General Areas
b.	Ordinary hazard	Mechanical Rooms Storage Rooms

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Fire Protection Contractor for the installation of all work as shown on the drawings and as specified hereunder. The specification represents the overall concept of the Fire Protection system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

   a. The sprinkler system shall be hydraulically designed and installed as per NFPA 13.

D. Systems

1. The renovated areas will be provided with an automatic "wet" sprinkler system. Source of water will be as noted above.

E. Codes, Standards and References

1. The fire protection systems will be designed in accordance with the following:

   a. Building Code

   b. National Fire Protection Association (NFPA)

   c. National Electrical Code (NEC)

   d. Factory Mutual (FM)

   e. Owner's Insurance Underwriter

F. Flow Test

1. Include all costs for conducting a flow test to verify hydraulic performance of the site system. Flow test will be run at times as directed by Owner and Local Authorities. Submit flow test data in conjunction with shop drawing submittal, for approval.

G. Pipe and Fittings

1. Sprinkler piping installed above ground and sized 2" and smaller shall be Schedule 40 black steel with threaded joints and fittings.

2. Sprinkler piping installed above ground and sized 2 ½ " and larger shall be Schedule 10 black steel with roll groove type connections and fittings, and mechanical couplers similar to Victaulic system. Pressure rating shall be 175 psig minimum.

H. Sprinkler Heads

1. Heads in hung ceilings shall be concealed type, color to match ceiling.

2. Heads in areas without ceilings shall be upright brass finish.

3. All heads shall be UL listed or FM approved type 1/2" nominal bore, 165°F rated.

4. Sprinklers shall be of one manufacturer and shall be located in the center of ceiling tiles.

5. All sprinklers shall be quick response type.

I. System Installation

1. The entire facility shall be sprinkled in accordance with the Authorities having jurisdiction, including the Owner's Insurance Underwriter, Local Fire Department, and NFPA Guidelines. The system shall be installed in accordance with these Guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, the systems shall be tested at 200 psi.

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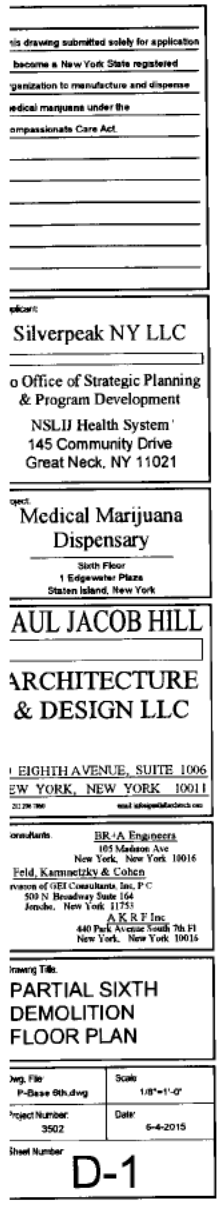

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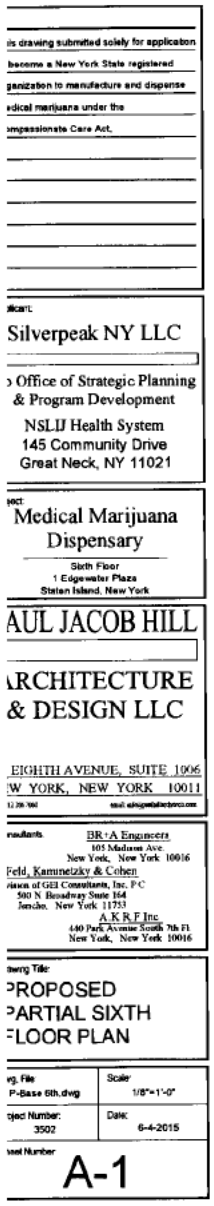

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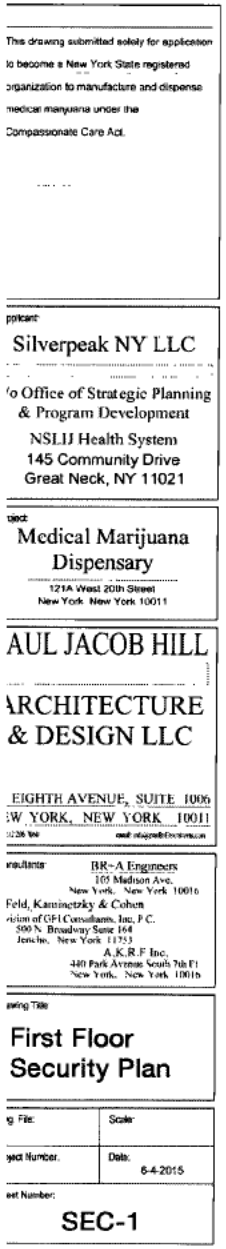

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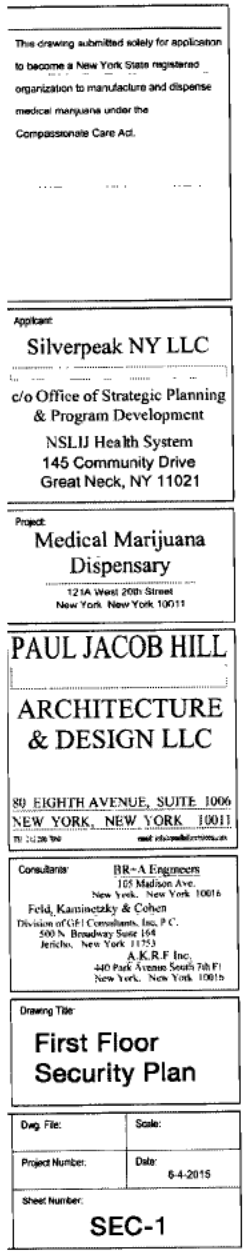

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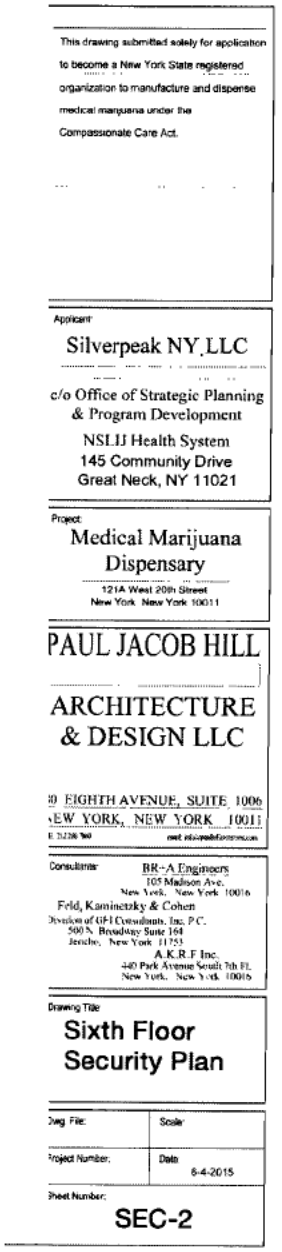

Silverpeak NY LLC
Medical Marijuana Dispensary

3001 Expressway Drive
Suite 102A
Islandia, NY 11749

Table of Contents

Section		Page(s)
Appendix B		1-13
Appendix B Data Sheet		14
Narrative Scope of Work & Outline Specifications		15-34
Drawings		
SD-1	Site Plan	35
D-1	Demolition Plan	36
A-0	Egress Plan	37
A-1	Proposed Plan	38
SEC-1	Building Security Plan	39
SEC-2	Roof Security Plan	40

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:	Silverpeak NY LLC
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	NYS BC Occupancy Group B Business
Building Construction Type and Classification:	IIB
Facility Address:	3001 Exressway Drive North Suite 102, Islandia , NY 11749
Primary Contact Telephone number:	516-465-8251
Primary Contact Fax number:	516-465-8179

PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:

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

☑ 7-15--8-15/2015	TOWN BOARD APPROVAL Special Permit (Note:approx 65% of bldg flr area is approved for sim bus. occ.)
☐ N/A	PLANNING BOARD APPROVAL
☐ N/A	ZONING BOARD OF APPEALS APPROVAL
☑ 7-1--7-15/2015	PREPARATION OF CONSTRUCTION DOCUMENTS
☑ 8-15--9-1/2015	BUILDING PERMIT
☑ 8-15--9-1/2015	BIDDING PHASE
☑ 9-1--9-4/2015	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (1)
☑ 9-7/2015	COMMENCEMENT OF CONSTRUCTION
☑ 12-1-2015	COMPLETION OF CONSTRUCTION

Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

Energy Source:

- ☑ Natural Gas
- ☐ Oil
- ☑ Electric
- ☐ Solar
- ☐ Other _____

Engineering Systems:

- ☑ Heating System: Type See data, Size sheet Efficiency _____,
  Ventilation Requirements _____
- ☑ Cooling System: Type See data, Size sheet Efficiency _____,
  Ventilation Requirements _____
- ☐ Ventilation & Humidification Systems:
  Type _____, 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 Battery, Size 90min-4hr Efficiency Exits/Sec,

Appendix B – Architectural Program

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

CHECK ALL APPLICABLE CODES FOR THE FACILITY

- ☑ 2010 BUILDING CODE OF NYS
- ☑ 2010 FIRE CODE OF NYS
- ☑ 2010 PLUMBING CODE OF NYS
- ☑ 2010 MECHANICAL CODE OF NYS
- ☑ 2010 FUEL GAS CODE OF NYS
- ☑ 2010 PROPERTY MAINTENANCE CODE OF NYS
- ☑ 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
- ☐ 2012 IECC COMMERCIAL PROVISIONS
- ☑ 2010 EXISTING BUILDING CODE OF NYS
- ☑ NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) 2014
- ☐ 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 Local Zoning Ordinance

Appendix B – Architectural Program

Select Project Type:
Check all that apply. Refer to the Existing Building Code for definitions.

- ☐ New Building
- ☐ Repair
- ☐ Alteration Level 1
- ☑ Alteration Level 2
- ☐ Alteration Level 3
- ☐ Change of Occupancy
- ☐ Addition
- ☐ Historic Building
- ☐ Demolition
- ☑ Chapter 3. Prescriptive Compliance Method
- ☐ Chapter 13. Performance Compliance Method

Select Work Involved:
Check all that apply.

- ☑ General Construction
- ☐ Roofing
- ☐ Asbestos Abatement/Environmental
- ☑ Fire Alarm
- ☐ Structural
- ☑ Mechanical
- ☑ Plumbing
- ☑ Electrical
- ☐ Site Work
- ☐ Sprinkler
- ☐ Elevators
- ☑ Other: Telecommunications/Security

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.	B Business	B Business - No Change

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.		None
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.		None
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.		None
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	4 story+increase for sprinkler 23,000 sf + increase for	No change to existing, all work interior. 1 story, 38, 190 sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	None 0 hr	See Appendix B Data Sheet

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	No separations required	No separations required See Appendix B data sheet.
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	II B	II B
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	No Change to existing. See drawing A-1	No Change to existing.

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	0 hr all facades	0 hr all facades
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	<30'	<30'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	N/A	N/A
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	No to change to existing	No to change to existing

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	0 hr	0 hr
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: ☐ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	Not required	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.	Not required	Not provided
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Not required	Not provided
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	Required	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]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	N/A	N/A
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See egress calculations on drawing A-0	See egress calculations on drawing A-0
26	Occupant Load	1004 & Table 1004.1.1		Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	See occupancy loads on drawing A-0	See occupancy loads on drawing A-0
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	See dimensions on A-1	See dimensions on 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.	Per 1104	Accessible route 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]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	32"min clear	36" nominal min clear
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.	Existing - No Change	Existing - No Change
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	100'	60'
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.	32"min clear	36" nominal min clear
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 hr required	0 hr provided. Partitions deck to deck at dispensary

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	36" per 1017.2, exception 2	60"
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	50' max	No Change in building. N/A within dispensary.
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1 from dispensary 2 at first story	2 from dispensary 5 at first story
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/A	N/A
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Existing No Change	Existing - No Change
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	No change to exisitng	No change to existing
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.	Existing Site See Appendix B data sheet	Existing Site See Appendix B data sheet
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).	No change to existing building envelope	No change to existing building envelope
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	90 minutes for Egress Lighting & Exit Signage	90 minutes for Egress Lighting & Exit Signage 4 hr for security system
46	Smoke Control Systems	2702.2.2		Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	See Appendix B Data Sheet	See Appendix B Data Sheet
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing building, value not currently known	30-80psi at Dispensary req'd
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 apparatus access road within 150' of all building portions	Fire apparatus access road within 150' of all building portions

APPENDIX B
DATA SHEET
3001 Expressway Drive North
FIRST FLOOR SUITE 102A
Islandia, NY 11749

Line #	Topic	Required/Allowed Value	Facility's Actual Value
6	Incidental Use Areas	None Req'd/0 hr	Cannabinoid Storage Ordinary Storage No separation rating req'd per Table 508.2
7	Mixed Occupancies	No separations required	No separations required per 508.3.1. Combined area of Housekeeping & Janitor's Closet =79 sf. Building floor area = 3,000 sf. Therefore, 10% = 300 sf > 79 sf.
43	Accessibility	Existing site – No Change	Existing site – No Change New features within dispensary conform to Chapter 11 NYS BC and ICC/ANSI 117.1(03)
47	Plumbing Fixture Count	10 WC, 6 Lav, 1 DF, 1 SS	25WC, 1 UR, 24Lav, 1 DF 2 SS (net add of 1 SS) all other fixture counts existing.

June 4, 2015

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

Re: Silverpeak NY LLC: Certify Medical Marijuana Dispensary at 3001 Expressway Drive North, Suite 102, Islandia, NY 11749

Narrative

In accordance with PHL § 3365(3) and Title 10 of the New York Code of Rules and Regulations (NYCRR) § 1004.6, Silverpeak NY LLC, (Silverpeak) is proposing to certify a medical marijuana dispensary to be located at 3001 Expressway Drive North, Suite 102, Islandia, NY 11749. Through this project, Silverpeak will convert an existing single-tenant leasehold to accommodate a medical marijuana dispensary. This will be achieved through renovations to the facility, located within a free-standing one-story business occupancy structure, composed of steel frame, concrete floor deck, insulated metal and glass curtain wall, of incombustible construction, and will result in a code-compliant environment, conducive to patient and staff satisfaction, as well as programmatic efficiencies.

General & Architecture Scope

The medical marijuana dispensary shall be composed of (i) partitioned spaces internal to the existing structure, including existing spaces scheduled to remain unaltered, areas to be altered to accommodate proposed uses, and spaces to be altered to provide conformance with requirements, and (ii) partitioned spaces internal to the existing building including existing ancillary electro/mechanical spaces scheduled to remain unaltered. Existing, proposed, egress, and security conditions are respectively depicted on drawings dated June 4, 2015, submitted herewith. Within the proposed project area, renovation will consist of gypsum board on metal framed stud partitioning, new hollow metal doors and new hardware, altered and new suspended lay-in acoustic ceilings, modified and new architectural casework, modified and new floor and wall finishes, new toilet room and janitor's closet and misc. room accessories; new HVAC equipment, modified and new ductwork and devices; modified and new electrical distribution and new devices; modified and new lighting, lighting controls, and exit signage; new security and security communication system; modified and new hot and cold water supply piping, modified and new drainage and vent piping, and new plumbing fixtures and fittings. Work will be carried out within the existing occupancy at the first floor, as well as at the roof level. See concomitant architectural and MEP drawings and report for comprehensive depiction and listing.

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Ancillary mechanical, electrical and plumbing equipment rooms serving the unit are provided as base building services at areas outside of the unit, within and about the building and on the roof.

Structural Scope
No structural modifications are anticipated to be necessary in relation to the project.

HVAC Scope
The existing HVAC systems serving the existing space will be modified as required to serve the alterations proposed and a new split system air conditioning system will be provided for the new LAN Room.

Smoke Detection
The building is served by area smoke detectors, which shall be relocated and supplemented as required by plan arrangements.

Fire Protection
Fire sprinkler system is present. Relocate or supplement as required.

Plumbing
ADA accessible compliant fixtures and fittings will be provided. All new hand washing sinks other than at toilet rooms shall be provided with locking base cabinets, where provided.

Electrical

The existing electrical normal power distribution and lighting systems serving the existing space will be modified to serve the alterations proposed in this application. New normal power distribution and lighting and lighting control systems will be installed at new spaces. Electrical panels will be replaced at the first floor.

Low-Voltage Systems
Security
A new security system will control access to the suite and interior spaces; interior and building perimeter will be monitored by continuously recording video cameras and interior motion detectors. Security alert buttons will be provided for staff. Video intercom stations will be provided at corridor side of visitor and staff entry doors, communicating with Dispensary reception station.

Telecommunications
Existing telecommunications will be modified at existing areas to remain and new devices connected to new dedicated servers will be installed at new areas.

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Outline Specifications

Div. 1 General Requirements – Comply with AIA Documents A101 and A201, 2007 editions, respectively, included by reference, and NSLIJ 2014 Supplementary General Conditions, attached hereto at Appendix B Exhibit.

Div. 2 Demolition – Provide temporary protective barriers to isolate all occupied areas from construction activities. Provide negative pressure HEPA filtered exhaust to exterior from construction area. Maintain all required exits, exit signage and emergency exit lighting for all egress paths affected by the work. Cap and temporarily support all utilities as required. Provide temporary shunts as required. Maintain all fire resistive rated construction. Perform demolition as described or required on demolition plan.

Work shall be prosecuted in phases to permit ongoing use of business operations at the overall project site.

Remove existing partitioning at locations shown on the drawings, including, as may exist, appurtenant doors and doorframes, power distribution, telecommunications, and lighting switching, plumbing fixtures, drainage and venting and all other misc. accessories and elements. Within spaces scheduled for demolition demolish casework and shelving, remove existing floor mounted equipment and acoustic lay-in ceilings and aluminum grid, including all incorporated lighting, smoke detection, diffusers, returns, etc, and ductwork above.

See divisions 15 and 16, this report, for additional demolition.

Div. 3 Patch misc. floor deck damage at removal of equipment anchorages, through deck penetrations at abandoned conduits, and at new penetrations for new work.

Div. 4 Not required.

Div. 5 Provide ½" diameter steel bar grating at not greater than 4" OC, set in angle iron frame securely anchored to partition studding at above ceiling air transfer grilles.

Div. 6 Install all doors, doorframes, finish hardware and misc. accessories. Modify existing casework at building lobby to remain. Provide plastic laminate and solid surface countertop casework as shown on plans at new or modified spaces.

Div. 7 Sealants – Provide intumescent and fire resistive rated sealants as required, applied by certified technicians. Provide sanitary sealants at all plumbing fixtures and casework /floor interfaces. Provide paintable sanitary sealants at all casework counter/wall interfaces.

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Roofing – At locations of new penetrations, install new pitch pockets, curbs, and flashings, consistent with existing roofing, in concert with existing roof warrantor. For purposes of estimation, existing roofing shall be presumed to be 2-ply modified bitumen.

Div. 8 Provide new hollow metal 18 GA doors, and 16 GA doorframes to match existing; new hardware equal to Schlage D series, all materials shall match existing building standard. All FPSC doors shall be equipped with UL listed fire door hardware. All vision panel glazing shall be tempered or laminated glazing, FR rated at FPSC. Provide electrified locks or strikes, interconnected with security software, and self closing devices at doors requiring credential readers, password protection or other security devices for authorized passage.

Div. 9 All new partitioning shall be of galvanized steel stud construction, 25 ga minimum at 16" oc minimum extending from deck to deck; surfacing of (1) layer each side 5/8" gypsum board, infill with 2" thick mineral wool acoustic isolation batts. Provide steel or fire resistive treated plywood blocking as required for wall mounted accessories and equipment of this contract. All partitions demising the dispensary premises shall extend from floor to structural deck above; extend existing partitions as necessary. Provided fire resistive ratings as indicated on plans or schedules for fire protection.

Ceilings shall be minimum 1 lb per square foot minimum uplift resistance rated 2' x 2' lay-in acoustic ceiling tiles with 15/16'" aluminum tee-grid at new areas.

Finished flooring shall be resilient, with rubber base up to 4" AFF, typical, at new areas. Otherwise, match existing building materials at modified existing areas to remain. To the maximum extent practicable, repair or replace exiting vinyl wall covering to match existing at project areas outside of dispensary demising. Floors at toilet room and janitor closet shall be porcelain ceramic tile type with matching 4" high wall base.

Wall finishes shall be 1 coat heavy duty primer, 2 coats semi gloss latex, equal to Benjamin Moore Eco-Spec paint family, with epoxy type at toilet room and janitor's closet.

Div. 10 Misc. Accessories: Provide ABC type fire extinguishers in fully recessed cabinets distributed about new dispensary suite in compliance with NFPA 10; paper towel, and soap and anti-bacterial agent dispensers at each sink location.

Div. 11 Equipment: See owner's equipment schedule.

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Div. 12 Furnishings: See owner's furnishings schedule. Provide new wall mounted ADA compliant signage to match existing building standard at all door openings between rooms or spaces.

Div. 13 Not used

Div. 14 Not used.

Div. 15 See MEP narrative accompanying this report for additional commentary and scope.

Existing 1st Floor:
Existing first floor supply branch ductwork shall be modified to serve new and existing areas.

New 1st Floor spaces:
New branch ductwork supplying air to the 1st floor will be provided and existing branch ductwork will be modified to supply conditioned air to new spaces, arranged as shown on plan A-1.

Provide new zero-degree Fahrenheit ambient temperature split type air conditioning system to serve new LAN Room. Provide ceiling mounted air-handling unit at LAN and rooftop mounted condensing unit. Connect air-handling unit condensate to nearest drain line via indirect funnel drain. Provide disconnect switches at air-handler and condensing unit.

Div. 16 See MEP narrative accompanying this report for additional commentary and scope.

Emergency Power:
Battery sourced emergency power to be provided at 90 minutes for egress path lighting and exit signage and at 4 hours for security hardware and devices.

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Lighting System:
New areas shall be equipped with ceiling mounted recessed 2'x2' LED lighting fixtures with associated switches. Modified areas shall have lighting controls relocated as required. Provide lighting controls compliant with Energy Conservation Construction Code of NY State Section 805.2.1 at modified areas to remain and new areas. Provide exterior mounted, battery back-up, rapid restrike lighting fixtures at perimeter of building as shown on first floor plan, A-1.

Fire Alarm System and Smoke Detection:
Remove and relocate existing fire alarm and smoke detection devices in existing areas to be renovated. Provide new devices matching existing to suit new layout. Duct detectors shall remain on existing HVAC equipment and supply duct smoke detectors shall be provided on all supplies in accordance with NFPA 72 and NFPA 90A. Provide horns, strobes, smoke detection, and other devices in accordance with NYS Building Code, and local authorities of jurisdiction.

Low-Voltage Systems
Within the dispensary suite and at building perimeter, a new security system shall be provided, consisting of credential readers and electrified integrated locks to control access to and within the suite during all hours and days. Egress will not be restricted from any space in any way at any time. At new interior spaces, existing modified building entry and lobby, and at exterior building perimeter video cameras connected to recording and monitoring system, as well as interior ceiling mounted motion detectors, will provide coverage of the entire project area, with closed circuit coverage within suite and reporting to central station monitoring. Staff security alert buttons will be provided at select locations within the dispensary. Existing building security system devices at existing building areas to remain shall remain operational, to control building entry and exit from all exterior man doors and within building at select locations, such as, but not limited, to electro/mechanical spaces other than within the dispensary, reporting to central station monitoring. See further security system description elsewhere in this application and architectural drawings for additional detailed information.

FUNCTIONAL SPACE PROGRAM

Entry to the building housing the dispensary is accessibly obtained at grade via the existing primary entrance. See drawing A-0. Within the dispensary, all spaces and features of the dispensary shall be accessibly designed.

All visitor and staff functions shall be limited to the area of the dispensary. Additional electro-mechanical and other service areas throughout and above the building shall provide non-program supplemental services. The individual spaces of the facility are proposed as listed below.

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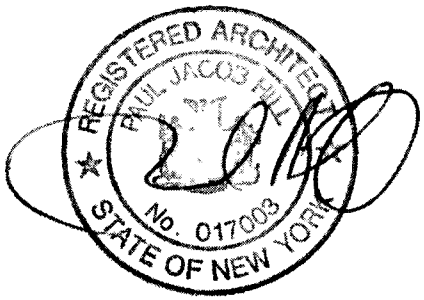
Space Name	Rm #	AreaProposed[2]
Secure Waiting		269 s.f.
Consultation Room		447 s.f.
Manager's Office		101 s.f.
Cannibioid Storage		180 s.f.
Ordinary Storage		189 s.f.
Staff Room		153 s.f.
LAN/Security		38 s.f.
Housekeeping		47 s.f.
Janitor's Closet		32 s.f.
Modified Staff Toilet Room		50 s.f
Sub-Total Program Space		1,317 s.f.
Internal Circ., Struc., Mech, Partitions, & project areas external to dispensary		683 s.f.
TOTAL PROJECT AREA		2,000 s.f.[1]

Notes:
1. Square footage listed is net, exclusive of exterior walls, and roof.
2. Individual space square footage listed is inclusive of cabinetry and net exclusive of intermediate and demising partitions.

End of Narrative and Space Program

Paul Jacob Hill, R.A.



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HVAC Scope of Work

A. General

1. Furnish all Labor, Supervision, Materials, Equipment and Accessories necessary to provide a complete HVAC system.

B. Codes

1. The HVAC systems shall comply with the 2010 New York State Uniform Construction Codes, local Municipality Codes and all Local Authorities having jurisdiction.

C. Dispensary

1. Air Conditioning and Heating

   a. The existing air cooled rooftop air handling unit (RTU) complete with a heating and cooling coil, supply air fan and condenser appears to be in satisfactory condition and will be reused.

   b. The existing RTU will provide nominal 3-5 tons of cooling and 45,000 btu/hr of space heating.

   c. A new 1 ton split air conditioning system will be provided to meet the cooling requirements of the new LAN room with a ceiling mounted fan coil and a rooftop mounted condensing unit. Connect the evaporator condensate outlet to the nearest drain line.

2. Air Distribution

   a. All supply ductwork shall conform to the standards and recommendations of the latest edition of SMACNA – HVAC Duct Construction Standards.

   b. All galvanized steel sheet metal shall conform to ASTM A653/A653M (G-90) having not less than 0.90 oz. of zinc per square foot of sheet and be of lock-forming quality.

   c. All supply air ductwork to all areas shall be single wall ductwork with externally wrapped 1 1/2" foil faced fiberglass insulation. Interior ductwork where exposed shall be ready for finish painting by the General Trades Contractor.

   d. Supply air ductwork currently serving the space will be cut back to the main vertical distribution riser served by the existing RTU.

   e. New supply air ductwork will be connected to the main vertical distribution to suit the new dispensary configuration.

   f. New supply air ductwork and distribution will be provided for the existing building lobby. A new fire damper will be installed at the lobby partition.

g. Existing floor fire dampers shall be checked for functionality and replaced as required.

h. New sheet metal supply ductwork diffusers and return grilles will be provided in each comfort zone.

i. The ceiling plenum shall act as a return plenum.

j. All duct/return air openings in rated partitions shall be provided with a 1 ½ hr rated fire damper.

k. All branch ducts shall be provided with balancing dampers.

l. All toilet rooms will be connected to existing vertical toilet exhaust ductwork. Toilet exhaust will be sized for .5 cfm/sf, minimum 50 cfm.

3. HVAC Piping

a. Refrigerant Piping: Hard drawn Type L Copper

1) 2 inches and smaller – Silver brazed joints

b. Refrigerant Pipe Insulation: 1-inch thick Molded fiberglass

Electrical Scope of Work

A. Normal Power System

1. Electric service to the building shall be obtained from the existing utility distribution system. Lighting and common area power will be served from panels located in central electrical closets. A space of this size and use type will utilize a 400A service. Sub-metering will be installed to give landlord billing capabilities.

B. Lighting

1. Interior lighting will be primarily LED, with flourscent sources being used only in specially designated areas as determined by the Architect and/or lighting designer. The LED lighting systems will utilize energy efficient lamps, electronic drivers and low brightness louvers or diffusers and reflectors. Strategically arranged corridor fixtures will be unswitched for egress lighting as well as providing economic night time illumination. Occupancy sensors and/or timers will be considered in the design of the facility to turn off lights automatically when not needed. A low voltage lighting control system connected to the buildings energy management system will be provided for the main lobby spaces, and exterior lighting.

C. Fire Alarm

1. The fire alarm system will be an extension of the existing analog/addressable type installed complete with annunciator panels in keeping with the existing building Design Standards. The system will provide complete fire detection and alarm capabilities with manual pull stations, automatic detectors and monitoring of sprinkler water flow and valve position. Signaling devices will be audible devices and flashing indicator lights in keeping with ADA requirements. The system will interface with the building monitoring and information system.

D. Scope of Work

1. The following general systems and equipment shall be provided as a minimum, but not be limited to the following:

   a. Primary Electric Service (distribution panels with sub-metering)

   b. Secondary Electric Service. (branch circuit panelboards).

   c. Internal Normal distribution system.

   d. Grounding.

   e. Lighting fixtures including lamps.

   f. Connections to HVAC, plumbing, elevators, pneumatic tube equipment.

   g. Testing, cleaning and adjusting.

h. Fees, permits, royalties, guarantees.

i. Firestopping, smokeproofing, waterproofing.

j. Shop Drawings, Record Drawings, Coordination Drawings.

k. Short circuit, voltage drop and coordination studies including breaker trip settings.

l. Fire alarm system.

m. Connections to Owner furnished equipment.

n. Lightning Protection System

E. Normal Distribution System

1. Primary Electric Service

a. Furnish and install two (1) 208 volt, 400 amp rated distribution panel board with a 225A branch circuit panelboard to feed lighting and receptacle loads. Large equipment loads will be fed via the distribution panelboard.

b. Sub-metering shall be installed ahead of the feeder that serves the fit-out space.

F. Distribution and Branch Circuit Panels

1. Distribution, lighting and receptacle panelboards shall be deadfront construction with copper bussing utilizing thermal magnetic circuit breakers for 100 amp and below and true RMS solid state circuit breakers with adjustable trip units (LSI) for above 100 amps. Panels 225A and below may be series rated, for the available short circuit current, with the upstream device. Panels over 225A shall be fully rated for the available short circuit current. All trims shall be door-in-door type.

2. All panels and individually mounted circuit breakers shall have short circuit ratings as follows:

a. 240V Class Panels/Breakers

1) 10 kAIC where shown fed via 150 kVA transformer and less

2) 22 kAIC where shown fed via 225 kVA transformer

3) 42 kAIC where shown fed via 300 kVA transformer

4) 65 kAIC where shown fed via 500 kVA transformers

G. Raceways, Feeders, and Branch Circuits

1. Raceways

a. Raceways for feeders and branch circuits shall be metallic, rigid metal conduit, intermediate metal conduit (IMC) or electrical metallic tubing (EMT) subject to

the restrictions of the National Electrical Code, minimum size 3/4". EMT shall not be used in concrete construction or where subjected to mechanical damage.

b. Exterior ductbanks shall be comprised of PVC Schedule 40 conduit encased in concrete. Concrete duct banks shall be formed of plywood. Where ductbanks penetrate foundation walls or manholes, rigid galvanized steel (RGS) conduit shall be used.

2. Feeders

a. 600V feeders shall be single-conductor, 600V rated with XHHW or XHHW-2 insulation, feeders shall be color coded using color tape at all connections and in all pull and junction boxes. All feeders shall be installed in conduit. All wiring #8 AWG and larger shall be stranded.

3. Branch Circuits

a. Branch circuit conductors shall be single-conductors 600V rated with THWN or THHN insulation with continuous color coding.

b. Branch circuit conductor shall be designed to utilize the advantage of multi-wire distribution, however, no more than (6) current carrying conductors (3-phase, 3 neutral) shall be installed in a common conduit.

c. Minimum size wire for branch circuit and power wiring shall be #12 AWG, for remote control signal circuit and interlock wiring can be #14 AWG. For 20A branch circuit runs exceeding 100'-0" in length from the panelboard to the first outlet, the entire branch circuit run shall be #10 AWG or larger. For runs over 175'-0" to the first outlet, use #8 AWG or larger for the entire branch circuit run.

d. All wiring shall be in conduit.

e. All wiring in patient areas shall be installed in Hospital Grade MC cable.

H. Wiring Devices

1. All wiring device shall be Hospital rated quick disconnect type.

I. Fire Alarm System

1. The fire alarm system for the facility shall be a multiplex addressable, microprocessor based system with system cabinets, power supplies, micro-controller, keyboard display, led display, batteries, peripheral devices, voice evacuation system, firefighters communication equipment, etc. The fire alarm system shall be as tied to existing facility central monitoring and notification alarm system.

2. The system shall comply with all current, applicable codes including the following:

a. National Electric Code (2011)

b. National Fire Protection Agency

1) NFPA 72 2007 Edition

2) NFPA 101 Life Safety Code (2006)

c. Fire Code of New York State (FCNYS 2010)

d. New York State Building Code (BCNYS 2010)

e. All applicable UL standards

f. Americans with Disabilities Act (ADA)

g. Local Fire Department Requirement

3. Wiring

a. All fire alarm wiring shall be supervised. All wire and cable shall be suitable for fire alarm use and shall be installed in conduit.

b. All wiring shall be stranded and color coded per the Hospital's Standards.

J. Preliminary Electrical Equipment Manufacturers (For Review)

1. Electrical Distribution Equipment –Square D , GE, or Cutler Hammer

2. Wiring Devices – Pass & Seymour (PT83300 Series) with quick disconnect wiring harness, Hubbell, Levitton

3. Fire Alarm – Extension of existing building system.

Plumbing Scope of Work

A. Design Statement

1. The new Plumbing systems shall have the following characteristics:

   a. Protection of the public water supply.

   b. User safety and comfort.

   c. Universal accessibility.

   d. Energy responsiveness.

   e. Flexibility for future changes.

   f. Durability.

   g. Ease of maintenance.

   h. Reliability and redundancy.

2. Every effort will be made to design, layout and install equipment in locations which will tend to encourage routine preventive maintenance by providing easy access for maintenance personnel. Manual isolation valves will be provided to enable servicing, expansion of, renovation or construction of any part of the existing facility without unscheduled interruption of services in adjacent areas.

3. All systems, equipment and fixtures shall be designed in accordance with the Nassau County Building Code, New York State Plumbing and Health Codes, applicable local Codes and Ordinances, and good engineering practices.

B. Design Criteria Conditions

1. Water Consumption of Plumbing Fixtures:

   a. Public Lavatory: 0.25 gal per cycle

   b. Mop Sinks: 2.5 GPM

2. Water supply pressure within the system shall be maintained between 30 psi minimum and 80 psi maximum at all points. Existing water service shall be reused.

   a. Potable water shall be protected from contamination by the use of the Code approved cross connection control devices and practices.

   b. Hot water shall be distributed throughout the building at a temperature of 120°F. A hot water return system shall be provided to maintain the hot water supply temperature. A hot water recirculation pump shall be provided, it shall operate when the temperatures of the hot water system drops to 110°F.

3. The sanitary drainage system shall drain all above grade fixtures by gravity.

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Plumbing Contractor for the installation of all work as specified hereinunder. This specification represents the overall concept of the Plumbing system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

a. Sanitary Waste and Vent

1. Provide a complete sanitary waste and vent system throughout the tenant area serving the new/relocated fixtures. Systems shall run by gravity flow. All of the sanitary waste and vent systems shall be cast iron pipe.

b. Water Supply

1. Provide new hot, cold and return piping for new fixture locations where required. All branches shall have valved shutoffs.

c. Site Utilities

1. Reuse existing water, sanitary, storm and natural gas services.

D. Preliminary Plumbing Fixtures Selection
All products shall match products determined to be acceptable by the College.

Fixture	Type	Acceptable Mfr.
Lavatory	Wall hung China Metering faucets	American Standard Kohler
Mop Receptors	Terrazo Base	Fiat Stern Williams Mustee
Faucets	Laboratory/Lavatory	T&S Brass American Standard

E. Piping Materials

Piping	Type	Joints
Cold Water (Domestic and Non-	Type L hard temper	95/5 Solder

Piping	Type	Joints
Domestic)		Lead Free
Hot Water (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Type L hard temper	95/5 Solder Lead Free
Soil/Waste Vent (Above Ground)	Service weight CI	No hub

F. Valving Selection

Service	Type	Joints
Cold Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free
Hot Water Recirculation (Domestic and Non-Domestic)	Bronze, 2-piece full port w/SS ball and stem and solder ends	95/5 Solder Lead Free

G. Preliminary Equipment Selection

1. Piping Insulation

   a. Owens-Corning ASJ-SSL, pre-formed piping insulation of 4 lb. density fiberglass with ASJ/self-sealing lap. Fittings shall be insulated with loose fiberglass and covered with pre-formed PVC jacket as by Zeston. Insulation thickness in accordance with the following schedule.

      1. Hot Water and Recirculation Hot Water: 1"

      2. Cold Water: 1" Vapor Sealed

   b. At each support, provide a 12" long segment of non-compressible insulation with jacket to match adjacent covering, as by Pipe Shields or equal.

H. Demolition

1. The continuous operation of all existing systems while demolition relocation work of new tie-ins is being performed is required.

2. Prior to any deactivation and relocation, capping, valving, tie-in or demolition work, consult the drawings and arrange a conference with the Architect and the Owner's representative in the field to inspect each of the items to be deactivated, removed or relocated. Care shall be taken to protect all equipment designated to be relocated and reused.

3. All draining of existing systems, filling and venting required to remove and relocate existing piping systems shall be included and provided under this Contract as required to perform the various equipment or piping relocations or new tie-ins.

4. Except as otherwise noted, all deactivation, safe capping, valving, etc., of systems designated to be demolished shall be provided by the Plumbing Contractor, as applicable,

and all demolition, removal and disposal of demolished materials shall be performed by the GC/CM.

I. System Installation

1. All systems shall be installed in strict accordance with Authorities having jurisdiction and manufacturer guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, all pressure vacuum and piping systems shall be tested 150% of the normal working pressure.

Fire Protection Scope of Work

A. All systems and equipment shall be designed in accordance with 2010 New York State Building Code, recommendations of the National Fire Protection Association (NFPA), National Electrical Code (NEC), Factory Mutual (FM), and the Owner's insurance underwriter.

B. Design Criteria

The fire protection system shall be designed as follows:

1. Sprinklers shall be provided throughout the renovated areas to protect all spaces. All sprinklers shall be quick response type.

2. Sprinklers in mechanical rooms and storage rooms shall be designed to meet ordinary hazard group I.

3. The water service for the modified automatic wet pipe sprinkler system shall be supplied from the existing fire service. Supplementary pressure boosting shall not be required.

4. Sprinkler Densities:

a.	Light hazard	0.1 gpm per square foot over the most remote 1500 square feet.
b.	Ordinary Hazard	0.2 gpm per sq.ft. over the most remote 1500 sq.ft.

5. Protection area per sprinkler head shall be:

a.	Light hazard	200 square feet - smooth ceiling 168 square feet - other types of construction
b.	Ordinary hazard	130 square feet

6. Application

a.	Light hazard	Offices General Areas
b.	Ordinary hazard	Mechanical Rooms Storage Rooms

C. Scope of Work and System Concepts

1. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation of all systems related to this Section, as indicated on the drawings and specified herein.

2. The specifications describe the minimum requirements that must be met by the Fire Protection Contractor for the installation of all work as shown on the drawings and as specified hereunder. The specification represents the overall concept of the Fire Protection system and are not intended to present all devices that will ultimately be required to serve the building.

3. The following is a general system description and associated equipment which shall be provided for the building.

   a. The sprinkler system shall be hydraulically designed and installed as per NFPA 13.

D. Systems

1. The renovated areas will be provided with an automatic "wet" sprinkler system. Source of water will be as noted above.

E. Codes, Standards and References

1. The fire protection systems will be designed in accordance with the following:

   a. Building Code

   b. National Fire Protection Association (NFPA)

   c. National Electrical Code (NEC)

   d. Factory Mutual (FM)

   e. Owner's Insurance Underwriter

F. Flow Test

1. Include all costs for conducting a flow test to verify hydraulic performance of the site system. Flow test will be run at times as directed by Owner and Local Authorities. Submit flow test data in conjunction with shop drawing submittal, for approval.

G. Pipe and Fittings

1. Sprinkler piping installed above ground and sized 2" and smaller shall be Schedule 40 black steel with threaded joints and fittings.

2. Sprinkler piping installed above ground and sized 2 ½ " and larger shall be Schedule 10 black steel with roll groove type connections and fittings, and mechanical couplers similar to Victaulic system. Pressure rating shall be 175 psig minimum.

H. Sprinkler Heads

1. Heads in hung ceilings shall be concealed type, color to match ceiling.

2. Heads in areas without ceilings shall be upright brass finish.

3. All heads shall be UL listed or FM approved type 1/2" nominal bore, 165°F rated.

4. Sprinklers shall be of one manufacturer and shall be located in the center of ceiling tiles.

5. All sprinklers shall be quick response type.

I. System Installation

1. The entire facility shall be sprinkled in accordance with the Authorities having jurisdiction, including the Owner's Insurance Underwriter, Local Fire Department, and NFPA Guidelines. The system shall be installed in accordance with these Guidelines.

J. System Identification

1. All piping systems and equipment shall be identified in accordance with current ANSI Standards.

K. System Testing

1. All systems shall be tested in accordance with the requirements of the Authorities having jurisdiction, and NFPA requirements. As a minimum, the systems shall be tested at 200 psi.

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

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

This drawing submitted solely for application to become a New York State registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act.

Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
First Floor - Suite 102
3001 Expressway Drive North
Islandia, New York 11749

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants:
BR+A Engineers
105 Madison Ave.
New York, New York 10016
Feld, Kammetzky & Cohen
Division of GEI Consultants, Inc, P.C.
500 N. Broadway Suite 164
Jericho, New York 11753
A.K.R.F. Inc.
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
PARTIAL FIRST FL. DEMOLITION FLOOR PLAN

Dwg. File: P-Base 3001.dwg	Scale: 1/8"=1'-0"
Project Number: 3502	Date: 6-4-2015
Sheet Number: D-1	

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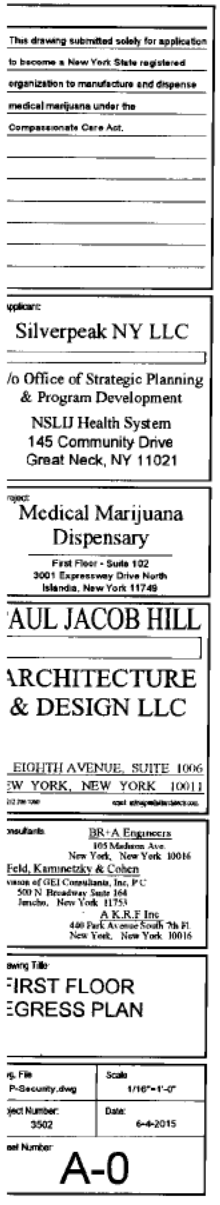

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NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
First Floor - Suite 102
3001 Expressway Drive North
Islandia, New York 11749

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
80 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011

Consultants:
BR+A Engineers
105 Madison Ave
New York, New York 10016
Feld, Kammetzky & Cohen
Division of GEI Consultants, Inc, P.C.
300 N. Broadway Suite 164
Jericho, New York 11753
A.K.R.F. Inc.
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
PROPOSED FIRST FLOOR PLAN

Dwg. File	Scale
P-Base 3001.dwg	1/8"=1'-0"
Project Number: 3502	Date: 6-4-2015

Sheet Number:
A-1

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Applicant:
Silverpeak NY LLC

c/o Office of Strategic Planning & Program Development
NSLIJ Health System
145 Community Drive
Great Neck, NY 11021

Project:
Medical Marijuana Dispensary
121A West 20th Street
New York, New York 10011

PAUL JACOB HILL
ARCHITECTURE & DESIGN LLC
50 EIGHTH AVENUE, SUITE 1006
NEW YORK, NEW YORK 10011
T: 212 206 799
email: info@pjhdesign.com

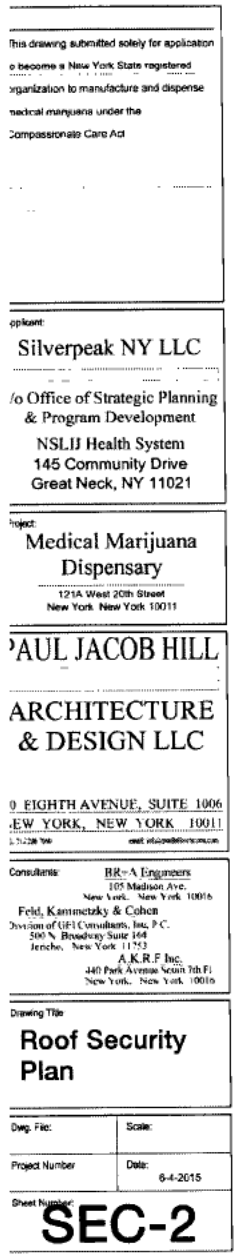
Consultants:
BR-A Engineers
105 Madison Ave.
New York, New York 10016
Feld, Kamnetzky & Cohen
Division of GH Consultants, Inc. P.C.
500 N. Broadway Suite 164
Jericho, New York 11753
A.K.R.F Inc.
440 Park Avenue South 7th Fl
New York, New York 10016

Drawing Title:
Building Security Plan

Dwg. File:	Scale:
Project Number	Date: 6-4-2015

Sheet Number:
SEC-1

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



SILVERPEAK NY

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

Silverpeak NY LLC is herein applying for licensure as a Registered Organization in the New York State Medical Marijuana program. Silverpeak NY LLC is a joint venture between the North Shore-LIJ Health System and the founding partners of Silverpeak Apothecary of Colorado.

North Shore-LIJ is the largest health system in New York State, comprised of 19 hospitals, 400+ ambulatory practices, a vast network of skilled-nursing facilities, and home care, rehabilitation and hospice services. It supports a robust educational program, including a medical school, residency and fellowship programs in all major specialties and subspecialties, post-graduate training for physicians and nurses, and clinical educational opportunities for allied health professionals. The 10,000 physicians, 11,000+ nurses, and the rest of the health care team deliver the highest-quality care to help prevent disease and manage the health of populations in the communities they serve.

In addition, North Shore-LIJ advances health care through research. Its Feinstein Institute for Medical Research is changing the way the world approaches and practices medicine through the development of novel research and treatments. The Feinstein Institute's unique role within the broader health system positions North Shore-LIJ to capitalize on these advances and conduct research that will improve the health and wellness of people throughout its service area and beyond.

Silverpeak Apothecary, founded in 2009, was one of the first medical dispensaries in Colorado. Today, it operates the premier cannabis cultivation and medical/retail operation in the country. Silverpeak was founded with an eye toward the future and the profound medical breakthroughs that cannabis science and technology could make possible. Silverpeak is a true leader in this nascent industry in terms of product quality, community education, service, consistency, regulatory compliance, bio-security, and professionalism. The leadership team behind Silverpeak's success is comprised of individuals who were proven in their respective fields for their abilities to best serve the communities in which they operated.

The combined strengths of these two organizations place Silverpeak NY LLC in a unique position to achieve the goals of the NYS Medical Marijuana program. First, in caring for residents of a six-county service area that encompasses more than eight million people, NSLIJ has more than four million patient contacts every year, many of whom could potentially benefit from medical marijuana treatment. Second, the capacity and knowledge within the health system to conduct

trials on marijuana for symptom reduction or multiple disease treatment aligns with current research efforts in areas such as Parkinson's disease, neurologic and psychiatric disorders, rheumatoid arthritis, Alzheimer's disease, lupus, leukemia and other cancers. As stated in the operational documents of the joint venture, a significant portion of all profits from medical marijuana dispensing activities will be reinvested in related pre-clinical research and clinical trials, based out of the nationally renowned Feinstein Institute for Medical Research. Our world-class researchers have already developed a full cannabinoid research roadmap (included in Attachment D) and look forward to commencing their efforts upon Silverpeak NY LLC's receipt of DOH license. Third, as noted earlier, North Shore-LIJ has built a strong educational enterprise that includes more than 120 graduate medical education programs that enroll approximately 1,600 residents and fellows, the Hofstra North Shore-LIJ School of Medicine, continuing medical and nursing education for over 20,000 clinicians, and the nation's first and largest health care corporate university, the Center for Learning and Innovation.

Through its innovative approach to health professional education, North Shore-LIJ has the capacity and infrastructure to educate a large number of current and future clinicians about acceptable uses and limitations of medical marijuana treatment. Lastly, North Shore-LIJ's scale allows for the establishment of partnerships and joint ventures with outside entities that have proven successful in delivering services more efficiently to patients and the community at large. Our partner in this venture, Silverpeak, was selected with great confidence after an exhaustive nationwide search. North Shore-LIJ, through collaboration with Silverpeak, is eager to immediately leverage its vast infrastructure to establish quality control measures, dispensaries and a delivery model for the provision of medical marijuana to patients.

Sincerely,

Thomas Thornton

SVP, North Shore Ventures
NSLIJ Health System

Jordan Lewis

CEO, Silverpeak NY LLC

The National Center on
Addiction and Substance Abuse
at Columbia University

COLUMBIA

633 Third Avenue
New York, NY 10017-6706

phone 212 841 5200
fax 212 956 8020
www.casacolumbia.org

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June 3, 2015

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

I write to express my strong support for Silverpeak NY LLC (a joint venture between North Shore-Long Island Jewish Health System (NSLIJ) and Silverpeak Apothecary of Colorado) in their application for licensure as a Registered Organization in the New York State Medical Marijuana program. In my role as President and Chief Executive Officer of The National Center on Addiction and Substance Abuse at Columbia University (CASAColumbia), I lead a national non-profit research and policy organization focused on improving the understanding, prevention, and treatment of substance use and addiction. Founded in 1992 by former U.S. Secretary of Health, Education, and Welfare, Joseph A. Califano, Jr., our interdisciplinary experts collaborate with others to promote effective policies and practices. We conduct and synthesize research, inform and guide the public, evaluate and improve healthcare, and analyze and recommend policies on substance use and addiction. I am also a Professor of Psychiatry at Yale School of Medicine where I have directed several clinical, education, and research programs in the Division of Addictions for the past 25 years.

A robust program of carefully conducted research on medical marijuana is urgently needed. Federal agency inaction in several key areas combined with persistent special interest group actions and a rapidly shifting landscape of public opinion has resulted in a situation that threatens the health of citizens. Specifically, state-level decision making has been insufficiently connected to the current state of scientific knowledge about the risks and benefits of marijuana for recreational or medicinal purposes. Four states and the District of Columbia have legalized marijuana for recreational purposes. And many others have approved medical marijuana for unproven lists of physical and behavioral health symptoms and/or insufficiently regulate prescribing or dispensing practices - which often amounts to de facto legalization. Public health experts have expressed serious concerns about the increased accessibility of marijuana to adolescents and the increased likelihood of substance abuse and addiction. In addition, there is limited use of the FDA-approved marijuana-derived medicines relative to the smoked/edible versions which have high potential for abuse, are addictive, and which the FDA does not approve.

These facts are especially relevant to my support for this specific licensure application. In my professional opinion as an addiction expert, New York State's decisions to permit liquid and capsule forms of the drug and not allow smoked marijuana, to limit the range of conditions for which use is approved, and to tightly control the scope of planned implementation represents one of most

COLUMBIA

sensible, scientifically justifiable approaches any state in this country has taken thus far. There do appear to be a handful of medical conditions for which research shows that many patients derive symptomatic relief from marijuana and should have access to non-smoked forms of the drug. And there are a number of other conditions in which efficacy for some patients may justify use and certainly justifies and requires more research. Although New York State's approach aligns very well with the current knowledge base, much more research on risks and benefits is needed. The partnering of the Silverpeak Apothecary with a highly regarded health system like NSLIJ and its research institute (Feinstein Institute for Medical Research) is the kind of initiative that has greater likelihood of ensuring a high quality and well-controlled process of clinical care and research. The careful evaluation by NSLIJ medical experts of treatment response among patients with a variety of health conditions should provide reliable, valid, and critically important information to guide policymakers and healthcare provider practice.

I believe that NSLIJ is an outstanding healthcare system and research institute to carry out this work. They are dedicated to high quality clinical care, research, and provider education. The complex nature of the clinical care and research issues surrounding marijuana almost demands that work be done within an academically-oriented healthcare system and research institute that emphasizes continuous quality improvement, evaluation of program effectiveness, patient satisfaction and safety. NSLIJ's strengths and expertise is reflected in many details of their application for licensure, including involvement of expert advisory groups for 13 medical and psychiatric conditions proposed for treatment or research, a detailed medical marijuana research plan, a well-developed cannabinoid research roadmap, and their excellent literature review.

I also can strongly support this application because the work proposed is highly consistent with CASAColumbia's recently released position statement about medical marijuana which can be found at http://www.casacolumbia.org/newsroom/position-statements . Although CASAColumbia opposes the legalization of marijuana for recreational use (i.e., largely due to serious concerns about access to youth; addiction risk; insufficient treatment availability), we support a rigorous program of research on a range of health conditions that might be helped through the liquid or capsule (not the smoked) form of the drug. Our recommendation is entirely consistent with the parameters of New York State's Compassionate Care Act and with the proposal by NSLIJ/Silverpeak to be a Registered Organization.

If my organization can provide any additional information that would support this application or work in the future, please feel free to contact me at sball@casacolumbia.org .
Sincerely,

Samuel A. Ball, PhD
President & CEO, CASAColumbia
Professor of Psychiatry, Yale School of Medicine

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

Section A: Business Entity Information

1. Business Name: Silverpeak NY LLC

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

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

4. Phone: 516-465-8251	5. Fax: 516-465-8179	6. Email: mmoskowi@nshs.edu

7. Business Address: c/o Office of Strategic Planning & Development 145 Community Drive

8. City: Great Neck	9. State: NY	10. ZIP Code: 11021

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

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

Section B: Primary Contact Information

15. Name: Michael Moskowitz		16. Title: Full title attached
17. Phone: 516-465-8251	18. Fax: 516-465-8179	19. Email: mmoskowi@nshs.edu

20. Mailing Address: 145 Community Drive

21. City: Great Neck	22. State: NY	23. ZIP Code: 11021

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: TBD

25. Proposed Facility Address: 1001 South Oyster Bay Road

26. City: Bethpage	27. State: **NY**	28. ZIP Code: 11714

29. County: Nassau

30. Property Status (choose one):
- [ ] Owned by the applicant
- [ ] Leased by the applicant
- [x] Other: Details outlined in ATTACHMENT C

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

31. Proposed Hours of Operation:

Monday:	8:00 AM to 5:00 PM	Friday:	8:00 AM to 5:00 PM
Tuesday:	8:00 AM to 5:00 PM	Saturday:	8:00 AM to 5:00 PM
Wednesday:	8:00 AM to 5:00 PM	Sunday:	8:00 AM to 5:00 PM
Thursday:	8:00 AM to 5:00 PM		

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

32. Proposed Facility Name: N/A		
33. Proposed Facility Address: N/A		
34. City: N/A	35. State: **NY**	36. ZIP Code: N/A
37. County: N/A	38. Property Status (choose one): ☐ Owned by the applicant ☐ Leased by the applicant ☐ Other: N/A **If you checked "Other" above, describe the property status in the field provided.**	

39. Proposed Hours of Operation:

Monday:	N/A	to N/A	Friday:	N/A	to N/A
Tuesday:	N/A	to N/A	Saturday:	N/A	to N/A
Wednesday:	N/A	to N/A	Sunday:	N/A	to N/A
Thursday:	N/A	to N/A			

Section D: Proposed Dispensing Facility #1 Information

40. Proposed Facility Name: TBD		
41. Proposed Facility Address: 907 Northern Boulevard, First Floor, Suite A		
42. City: Great Neck	43. State: **NY**	44. ZIP Code: 11021-5304
45. County: Nassau	46. Property Status (choose one): ☐ Owned by the applicant ☐ Leased by the applicant ☑ Other: Details outlined in ATTACHMENT C **If you checked "Other" above, describe the property status in the field provided.**	

47. Proposed Hours of Operation:

Monday:	9:00 AM	to 7:00 PM	Friday:	9:00 AM	to 7:00 PM
Tuesday:	9:00 AM	to 7:00 PM	Saturday:	9:00 AM	to 7:00 PM
Wednesday:	9:00 AM	to 7:00 PM	Sunday:	9:00 AM	to 7:00 PM
Thursday:	9:00 AM	to 7:00 PM			

Section E: Proposed Dispensing Facility #2 Information

48. Proposed Facility Name: TBD		
49. Proposed Facility Address: 121A West 20th Street, Cellar Level		
50. City: New York	51. State: **NY**	52. ZIP Code: 10011
53. County: New York	54. Property Status (choose one): ☐ Owned by the applicant ☐ Leased by the applicant ☑ Other: Details outlined in ATTACHMENT C **If you checked "Other" above, describe the property status in the field provided.**	

55. Proposed Hours of Operation:

Monday:	9:00 AM to 7:00 PM	Friday:	9:00 AM to 7:00 PM
Tuesday:	9:00 AM to 7:00 PM	Saturday:	9:00 AM to 7:00 PM
Wednesday:	9:00 AM to 7:00 PM	Sunday:	9:00 AM to 7:00 PM
Thursday:	9:00 AM to 7:00 PM		

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: TBD

57. Proposed Facility Address: 1 Edgewater Plaza, 6th Floor

58. City: Staten Island	59. State: **NY**	60. ZIP Code: 10305-4907

61. County: Richmond

62. Property Status (choose one):
- ☐ Owned by the applicant
- ☐ Leased by the applicant
- ☑ Other: Details outlined in ATTACHMENT C

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

63. Proposed Hours of Operation:

Monday:	9:00 AM to 7:00 PM	Friday:	9:00 AM to 7:00PM
Tuesday:	9:00 AM to 7:00 PM	Saturday:	9:00 AM to 7:00PM
Wednesday:	9:00 AM to 7:00 PM	Sunday:	9:00 AM to 7:00 PM
Thursday:	9:00 AM to 7:00 PM		

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: TBD

65. Proposed Facility Address: 3001 Expressway Drive North, Suite 102A

66. City: Islandia	67. State: **NY**	68. ZIP Code: 11749-5301

69. County: Suffolk

70. Property Status (choose one):
- ☐ Owned by the applicant
- ☐ Leased by the applicant
- ☑ Other: Details outlined in ATTACHMENT C

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

71. Proposed Hours of Operation:

Monday:	9:00 AM to 7:00 PM	Friday:	9:00 AM to 7:00 PM
Tuesday:	9:00 AM to 7:00 PM	Saturday:	9:00 AM to 7:00 PM
Wednesday:	9:00 AM to 7:00 PM	Sunday:	9:00 AM to 7:00 PM
Thursday:	9:00 AM to 7:00 PM		

Section H: Legal Disclosures

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

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

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

OR

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

☑Yes ☐No

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

74.

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

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

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

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

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

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

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

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

Section I: Required Attachments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section J: Attestation and Signature

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

95. Signature: ► Jordan A. L.

96. Date Signed: 6/3/15

97. Print Name: Jordan A. Lewis

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: Andrea DePaula	Notary Registration Number: 01DE5082165
Notary (Notary Must Affix Stamp or Seal)	Date: 6/3/15

Andrea DePaula
Notary Public, State of New York
No. 01DE5082165
Qualified in Nassau County
Commission Expires July 21, 2017

Andrea DePaula
Notary Public, State of New York
No. 01DE5082165
Qualified in Nassau County
Commission Expires July 21, 2017

NY STATE DEPARTMENT OF HEALTH
MEDICAL MARIJUANA APPLICATION

Silverpeak NY LLC

SECTION B:

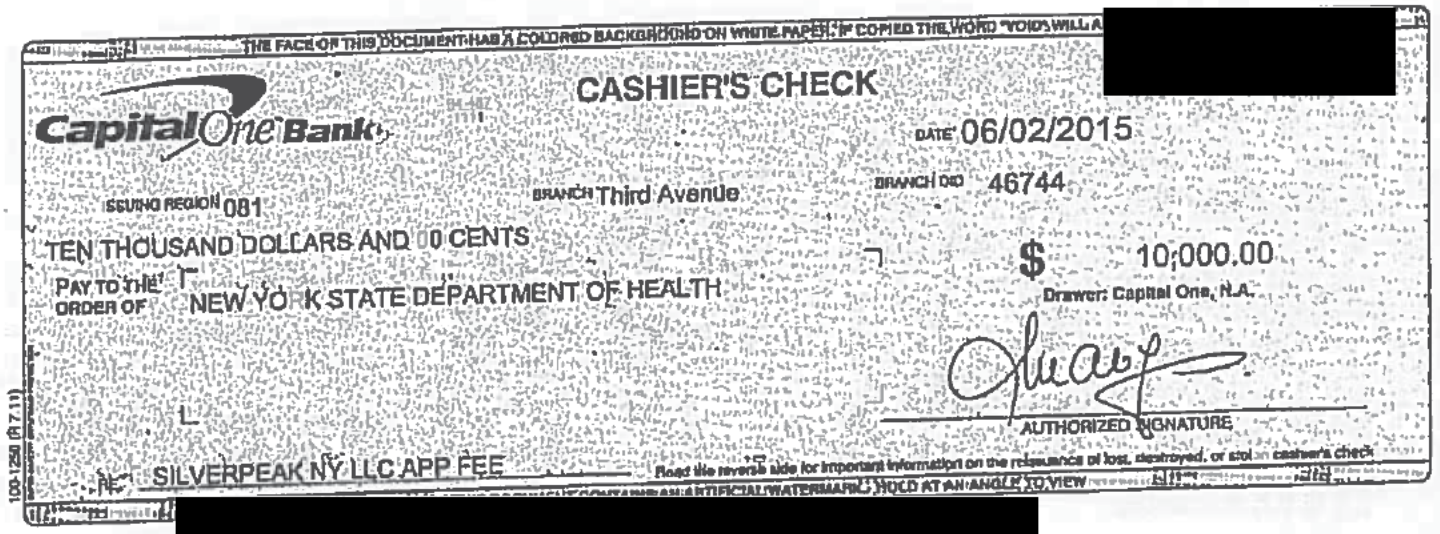
ATTACHMENT

Line Item #16 Title: Assistant Vice President of Program Development, Office of the Strategic Planning and Program Development, North Shore-LIJ Health System

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #77



CASHIER'S CHECK

[redacted]

Capital One Bank

DATE 06/02/2015 FEE $0.00

ISSUING REGION 081 BRANCH Third Avenue BRANCH DID 46744

TEN THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF NEW YORK STATE DEPARTMENT OF HEALTH

$ 10,000.00

CUSTOMER COPY

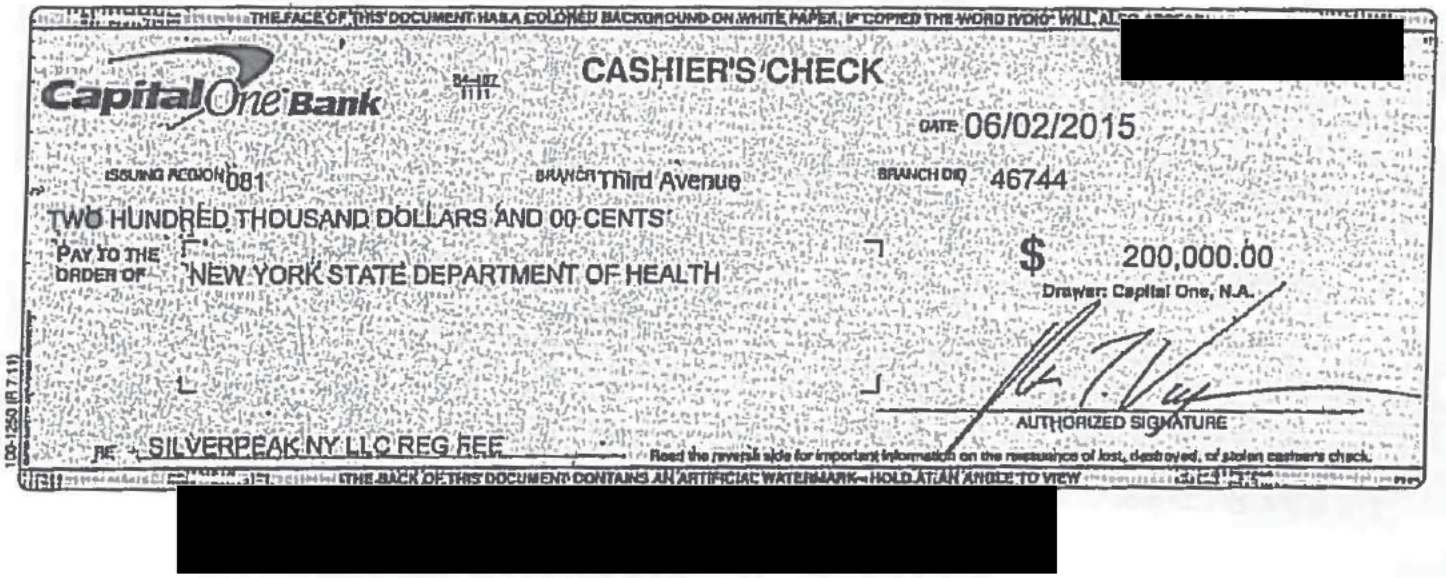
NON-NEGOTIABLE

RE: SILVERPEAK NY LLC APP FEE

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I –Line Item #78



[redacted]

CASHIER'S CHECK

[redacted]

Capital One Bank

DATE 06/02/2015 FEE $0.00

ISSUING REGION 081 BRANCH Third Avenue BRANCH DID 46744

TWO HUNDRED THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: NEW YORK STATE DEPARTMENT OF HEALTH

$ 200,000.00

CUSTOMER COPY

RE: SILVERPEAK NY LLC REG FEE

NON-NEGOTIABLE

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #79

Table of Contents:

Statement for Section H #73

Statement for Section H # 74 A & B

Statements and Schedules for Section H #75 & 76

Organizational Documents (Also provided in Attachment E)

Silverpeak NY LLC

North Shore Long Island Jewish (NSLIJ)
NSLIJ Green Ventures LLC
NSLIJ Health System Enterprises Inc
NSLIJ Health Care Inc
NSLIJ Health System Inc

Cooper Mason Ventures NY LLC
Belle Investments LLC
B. Zaitz & Sons LLC

Question 73 Response

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?

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.

North Shore-LIJ Green Ventures, LLC is an affiliate entity of the North Shore-Long Island Jewish Health System ("NSLIJ"). It is expected that in the applicant's moving forward with start-up operations and working to develop clinically effective treatments for the conditions targeted under the Act, NSLIJ may potentially provide the entity with (a) administrative services, including, but not limited to, human resources and real estate asset management, (b) clinical and research expertise, and (c) support and guidance on the entity's security operations. To the extent that the parties determine to have NSLIJ provide any and all of the foregoing, it will be done on fair market terms pursuant to arms-length agreements.

In addition, the applicant plans to enter into leases with affiliate entities of NSLIJ for the five dispensary sites described in the Application. Such leases will be on fair market terms pursuant to arms-length agreements. The estimated monthly rent for such leases is estimated to be approximately $100,000 in the aggregate, plus pass-through of operating and tax expenses on fair market terms.

Two managers of Cooper Mason Ventures NY LLC, Jordan Lewis and Ben Zaitz, have extensive agricultural knowledge. Jordan Lewis, through his company Cooper Mason Ventures LLC d/b/a Silverpeak Apothecary ("Silverpeak Apothecary"), was a leader in the implementation of the medical marijuana program in Colorado. Based on his expertise regarding optimal growing conditions and treatment of medical conditions using cannabis, he will contribute to the joint research effort with NSLIJ to develop clinically effective treatments. To the extent the parties determine that there is relevant product or raw materials or intellectual property that can facilitate the research efforts, such product or raw materials or intellectual property will be provided by

Silverpeak Apothecary on fair market terms pursuant to arms-length agreements. Silverpeak Apothecary is located at 434 East Cooper Avenue, Unit 205, Aspen, Colorado 81611.

Question 74 Response

A. Is the applicant a corporate subsidiary or affiliate of another corporation?

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.

Yes. The applicant is a joint venture among North Shore-LIJ Green Ventures, LLC ("Green Ventures") and Cooper Mason Ventures NY LLC ("CMV NY"). Green Ventures owns a 50% interest in the applicant and CMV NY owns a 50% interest in the applicant.

Green Ventures is a newly formed New York limited liability company which has been formed for the purpose of holding an investment in the applicant. Green Ventures is located at 145 Community Drive, Great Neck, New York 11021. The joint venture will have its own Board of Managers appointed by the members and will have officers appointed by its Board of Managers. The joint venture will be financed by both members.

Green Ventures is a pass-through limited liability company with its sole member being North Shore Health System Enterprises, Inc. ("Enterprises"), a New York for-profit corporation located at 150 Community Drive, Great Neck, New York 11021. The sole member of Enterprises is North Shore-Long Island Jewish Health Care, Inc. ("Health Care Inc."), whose sole member is North Shore-Long Island Jewish Health System, Inc. ("Health System"). Enterprises is a holding company of for-profit corporations of the Health System, and has its own Board of Managers and officers.

The Health System is a system of 19 hospitals and the largest health system in the State of New York, serving eight million people in the New York metropolitan area. The Health System is the owner of The Feinstein Institute for Medical Research in Manhasset, New York, an institute that ranks among the nation's top six percent of all institutions that receive funding from the National Institutes of Health. The Health System is also the home of the largest "corporate university" in the healthcare industry, the Center for Learning and Innovation, and owns an insurance company, North Shore-LIJ CareConnect Insurance Company, Inc.

Attached as Exhibit A are a certified copy of the Articles of Organization and amendments thereto of Green Ventures and the Operating Agreement of Green Ventures. Attached as Exhibit B are a

certified copy of the Certificate of Incorporation and amendments thereto of Enterprises and the By-Laws of Enterprises. Attached as Exhibit C are a certified copy of the Certificate of Incorporation and amendments thereto of Health Care Inc. and the By-Laws of Health Care Inc. Attached as Exhibit D are a certified copy of the Certificate of Incorporation and amendments thereto of the Health System and the By-Laws of the Health System.

The following entities in the CMV NY chain of ownership in the applicant hold a ten percent or greater indirect interest in the applicant: (1) Belle Investment, LLC, a Colorado limited liability company wholly owned by Jordan Lewis, owns a 41.225% interest in CMV NY; and (2) B. Zaitz & Sons, LLC, a Delaware limited liability company wholly owned by immediate family members of Ben Zaitz, David Zaitz (24.07%), Hilary Zaitz (24.07%) and Samantha Zaitz (24.07%), and BAZ Special Trust (27.79%) for which Ben Zaitz is the grantor, owns a 41.225% interest in CMV NY. Jordan Lewis was the founder of Cooper Mason Ventures, LLC d/b/a Silverpeak Apothecary, a leader in the implementation of the medical marijuana program in Colorado.

Attached as Exhibit E are a certified copy of the Articles of Organization and all amendments thereto of CMV NY filed with the NYS Department of State, and the Operating Agreement of CMV NY. Attached as Exhibit F are a certified copy of the Articles of Organization and all amendments thereto and the Operating Agreement of Belle Investments, LLC. Attached as Exhibit G are a certified copy of the Articles of Organization and all amendments thereto and the Operating Agreement of B. Zaitz & Sons, LLC.

B. Is any owner, partner or member of the applicant not a natural person?

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).

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Green Ventures is a pass-through limited liability company with its sole member being North Shore Health System Enterprises, Inc. ("Enterprises"), a New York for-profit corporation located at 150 Community Drive, Great Neck, New York 11021. The sole member of Enterprises is North Shore-Long Island Jewish Health Care, Inc. ("Health Care Inc."), whose sole member is North Shore-Long Island Jewish Health System, Inc. ("Health System"). Enterprises is a holding company of for-profit corporations of the Health System, and has its own Board of Managers and officers.

The Health System is a system of 19 hospitals and the largest health system in the State of New York, serving eight million people in the New York metropolitan area. The Health System is the owner of The Feinstein Institute for Medical Research in Manhasset, New York, an institute that ranks among the nation's top six percent of all institutions that receive funding from the National Institutes of Health. The Health System is also the home of the largest "corporate university" in the healthcare industry, the Center for Learning and Innovation, and owns an insurance company, North Shore-LIJ CareConnect Insurance Company, Inc.

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Attached as Exhibit E are a certified copy of the Articles of Organization and all amendments thereto of CMV NY filed with the NYS Department of State, and the Operating Agreement of CMV NY. Attached as Exhibit F are a certified copy of the Articles of Organization and all amendments thereto and the Operating Agreement of Belle Investments, LLC. Attached as Exhibit G are a certified copy of the Articles of Organization and all amendments thereto and the Operating Agreement of B. Zaitz & Sons, LLC.

Question 75 & 76 Response

Silverpeak NY LLC ("SPNY") is equally owned by North Shore LIJ ("NSLIJ") and its operating partner Cooper Mason Ventures ("CMV"). Each party brings to the table considerable financial stability, with NSLIJ holding over $9 billion in assets on its balance sheet and CMV providing access to smart capital familiar with both the marijuana industry specifically and the agricultural market generally.

Following submission of the application, SPNY's executed Operating Agreement calls for each owner to contribute in aggregate an estimated $4 million in cash earmarked specifically for construction and lease costs associated with near-term lease execution and construction.

Upon receipt of a license from the New York State Department of Health, SPNY's executed operating agreement calls for up to $35 million in additional funds to complete site development and shore up working capital to sustain the entity for 18 months, well past the targeted January, 2016 deadline to begin selling treatments. Indeed, SPNY began raising these funds 2 months ago from sophisticated, industry-specific investors associated with CMV's primary backer, B. Zaitz and Sons LLC, which itself holds assets worth in excess of $50 million.

The following schedules provide projected budget summaries for each of the proposed manufacturing and dispensing facilities. On each schedule one will find a timetable that portrays how long each one of the major phases of construction will take and the total construction costs to complete each project from beginning to end. For planning purposes the figures are considered to be conservatively high.

1001 Oyster Bay Road - Projected Construction Budget

Scheduling Summary:

Phase I Renovation: To include an internal renovation of the southernmost wing of existing building including approximately 18,250 sq. ft.

Entitlement Amendment: Land Use amendment to allow for the minor site plan adjustment and change of proposed use.

Site Improvements and Infrastructure: Including permit review and all structural and white box improvements including core MEP.

Core and Shell Improvements: Including permit review and all structural and white box improvements including core MEP.

FFE Improvements: All fixed finishes and equipment install and final inspections/certificate of occupancy.

[redacted]

Phase II Renovation/Addition To include an internal renovation of remaining ground level of building and addition of greenhouse structures to north totaling approximately 88,000 sq. ft.

Entitlement Amendment: Included in Phase I above

Site Improvements and Infrastructure: Included in Phase I above

Core and Shell Improvements: Including permit review and all structural and white box improvements including core MEP.

Greenhouse Erection Period: Site prep and erection of approx. 30,000 sq. ft. of pre-fabricated greenhouse structures

FFE Improvements: All fixed finishes and equipment install and final inspections/certificate of occupancy.

[redacted]

Build-Out Summary:

Site Area (sq. ft.): 328,442

Use Distributions	Phase I Floor Area (sq. ft.)	Phase II Floor Area (sq. ft.)
Support and Processing	5,735	25,071
Cultivation Area	8,839	28,042
Manufacturing	5,494	33,322
Total Square Footage	20,068	86,435

Construction Cost Summary:

Cost Summary	Original Budget	Adjustments	Scheduled Value	% Change	Cost/ sq. ft.	% of Total	Total Completed	Balance
PHASE I								
Site Work, Civil and Infrastructure	$3,500,000	$0	$3,500,000	0%	$10.66	63%	$0	$3,500,000
Support and Processing Area	$544,825	$0	$544,825	0%	$95	10%	$0	$544,825
Cultivation Area	$813,188	$0	$813,188	0%	$92	15%	$0	$813,188
Manufacturing Area	$686,750	$0	$686,750	0%	$125	12%	$0	$686,750
Phase I Total	**$5,544,763**	**$0**	**$5,544,763**	**0%**	**$276**	**100%**	**$0**	**$5,544,763**
PHASE II								
Cultivation and Support Area								
Core and Shell/White Box Construction Cos	$3,760,650	$0	$3,760,650	0%	$150	30%	$0	$3,760,650
Greenhouse Costs	$834,250	$0	$834,250	0%	$30	7%	$0	
FFE (excluding non-fixed items)	$2,496,311	$0	$2,496,311	0%	$47	20%	$0	$2,496,311
Manufacturing Area								
Core and Shell/White Box Construction Cos	$3,765,386	$0	$3,765,386	0%	$113	30%	$0	$3,765,386
FFE (excluding non-fixed items)	$1,566,134	$0	$1,566,134	0%	$47	13%	$0	$1,566,134
Phase II Total	**$12,422,731**	**$0**	**$12,422,731**	**0%**	**$144**	**100%**	**$0**	**$11,588,481**
Total Phase I & II Construction Costs	**$17,967,494**	**$0**	**$17,967,494**	**0%**	**$420**	**100%**	**$0**	**$17,967,494**

907 Northern Blvd. - Projected Construction Budget

Scheduling Summary:

Design completion:	4-6 weeks
Filing and jurisdictional approvals:	4-6 weeks
Construction:	8-10 weeks
Jurisdictional sign offs:	2-4 weeks
FF&E:	2 weeks

Build-Out Summary:

Site Area (sq. ft.): 2,465

	Phase I Floor Area (sq. ft.)
Dispensary area	2,465
Total Square Footage	2,465

Construction Cost Summary:

Cost Summary	***Original Budget***	***Adjustments***	***Scheduled Value***	***% Change***	***Cost/ sq. ft.***	***% of Total***	***Total Completed***	***Balance***
Fit Out								
Construction	$739,500		$739,500	0%	$300			$739,500
Soft costs	$110,925		$110,925		$45			$110,925
Manufacturing Area								
FFE (excluding non-fixed items)	$246,500	$0	$246,500	0%	$100	22%	$0	$246,500
Project Total	**$1,096,925**	**$0**	**$1,096,925**	**0%**	**$445**	**22%**	**$0**	**$1,096,925**

121 East 20th Street - Projected Construction Budget

Scheduling Summary:

Design completion:	4-6 weeks
Filing and jurisdictional approvals:	2-3 weeks
Construction:	8-10 weeks
Jurisdictional sign offs:	2 weeks
FF&E:	2 weeks

Build-Out Summary:

Site Area (sq. ft.): 3,025

	Phase I Floor Area (sq. ft.)
Dispensary area	3,025
Total Square Footage	3,025

Construction Cost Summary:

Cost Summary	***Original Budget***	***Adjustments***	***Scheduled Value***	***% Change***	***Cost/ sq. ft.***	***% of Total***	***Total Completed***	***Balance***
Fit Out								
Construction	$1,210,000		$1,210,000	0%	$400			$1,210,000
Soft costs	$136,125		$136,125					$136,125
Manufacturing Area								
FFE (excluding non-fixed items)	$302,500	$0	$302,500	0%	$100	18%	$0	$302,500
Project Total	**$1,648,625**	**$0**	**$1,648,625**	**0%**	**$545**	**18%**	**$0**	**$1,648,625**

1 Edgewater Plaza - Projected Construction Budget

Scheduling Summary:

Design completion:	4-6 weeks
Filing and jurisdictional approvals:	2-3 weeks
Construction:	8-10 weeks
Jurisdictional sign offs:	2 weeks
FF&E:	2 weeks

Build-Out Summary:

Site Area (sq. ft.): 2,000

	Phase I Floor Area (sq. ft.)
Dispensary area	2,000
Total Square Footage	2,000

Construction Cost Summary:

Cost Summary	***Original Budget***	***Adjustments***	***Scheduled Value***	***% Change***	***Cost/ sq. ft.***	***% of Total***	***Total Completed***	***Balance***
Fit Out								
Construction	$650,000		$650,000	0%	$325			$650,000
Soft costs	$90,000		$90,000		$45			$90,000
Manufacturing Area								
FFE (excluding non-fixed items)	$200,000	$0	$200,000	0%	$100	21%	$0	$200,000
Project Total	**$940,000**	**$0**	**$940,000**	**0%**	**$470**	**21%**	**$0**	**$940,000**

3001 Expressway Drive South - Projected Construction Budget

Scheduling Summary:

Design completion: 4 weeks
Filing and jurisdictional approvals: 4-6 weeks
Construction duration: 8-10 weeks
Jurisdictional sign off: 2-4 weeks
FF&E: 2 weeks

Build-Out Summary:

Site Area (sq. ft.): 2,385

	Phase I Floor Area (sq. ft.)
Dispensary area	2,385
Total Square Footage	2,385

Construction Cost Summary:

Cost Summary	Original Budget	Adjustments	Scheduled Value	% Change	Cost/ sq. ft.	% of Total	Total Completed	Balance
Fit Out								
Construction	$715,500		$715,500	0%	$300			$715,500
Soft costs	$107,325		$107,325		$45			$107,325
Manufacturing Area								
FFE (excluding non-fixed items)	$238,500	$0	$238,500	0%	$100	22%	$0	$238,500
Project Total	**$1,061,325**	**$0**	**$1,061,325**	**0%**	**$445**	**22%**	**$0**	**$1,061,325**

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 28, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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ARTICLES OF ORGANIZATION

OF

SILVERPEAK NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

SILVERPEAK NY LLC

SECOND: The county within this state in which the office of the Company is to be located is:

NASSAU COUNTY

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

Silverpeak NY LLC
c/o North Shore-Long Island Jewish Health System, Inc.
Office of Legal Affairs
145 Community Drive
Great Neck, New York 11021
Attn.: General Counsel

FOURTH: The Company shall be managed by a Board of Managers.

DATED: May 26, 2015

Vanessa Bourboulis, Organizer

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ARTICLES OF ORGANIZATION

OF

SILVERPEAK NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

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EXECUTION VERSION

OPERATING AGREEMENT

OF

SILVERPEAK NY LLC

(a New York limited liability company)

TABLE OF CONTENTS

		Page
ARTICLE 1	FORMATION AND NAME	1
1.1	Formation of Limited Liability Company; Name	1
1.2	Principal and Registered Office; Registered Agent	1
1.3	Purpose	1
1.4	Duration of Company	2
1.5	Further Assurances	2
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	MEMBER QUALIFICATIONS AND OBLIGATIONS	5
3.1	Members' Capital Contributions	5
3.2	Additional Contributions	6
3.3	Enforcement of Obligations	7
3.4	Return of Members' Contributions to Capital	7
3.5	Advances by the Members	7
3.6	Transactions Between Member and/or Managers and the Company	7
3.7	Arm's Length Transaction	8
3.8	Pledge or Mortgage	8
3.9	Confidentiality	8
ARTICLE 4	ADMISSION OF ADDITIONAL MEMBERS	8
4.1	Admission of Additional Members	8
4.2	Admission of Class A Members	9
ARTICLE 5	ALLOCATIONS AND DISTRIBUTIONS	9
5.1	Allocations of Profits and Losses	9
5.2	Special Allocations	9
5.3	Distributions	10
5.4	Capital Account Adjustments	11
5.5	Negative Balance	11
5.6	Covenant of Members	11
ARTICLE 6	MANAGEMENT	11
6.1	Board of Managers	11
6.2	Meetings of the Board of Managers	13
6.3	Limitations	14
6.4	Officers	14
6.5	Liability for Certain Acts	14
6.6	No Guaranty of Company Performance	14
6.7	Indemnification	14

6.8 Insurance 14
6.9 Salaries 14

ARTICLE 7 MEMBERSHIP RIGHTS 15
7.1 Meetings of the Members 15
7.2 Special Meetings 15
7.3 Place of Meeting 15
7.4 Notice of Meetings 15
7.5 Record Date 15
7.6 Action 15
7.7 Action by Members without a Meeting 16
7.8 Proxies 16
7.9 Miscellaneous 16

ARTICLE 8 TRANSFER OF A MEMBER'S INTEREST 16
8.1 Restrictions on Transfers 16
8.2 Permitted Transfers by Class A and Class B Members 18
8.3 Rights of First Offer/Refusal 19
8.4 Special Put Option 21
8.5 Terms and Conditions of Sale of Membership Interest; Closing Procedures 21
8.6 Drag Along Right 22
8.7 Effect of Transfer 22

ARTICLE 9 DETERMINATION OF VALUE OF A MEMBER'S INTEREST 23
9.1 Appointment of Appraiser 23
9.2 Baseball-Style Arbitration 23

ARTICLE 10 RESTRICTIVE COVENANTS 23
10.1 Non-Competition 23
10.2 Non-Solicitation 24
10.3 Reasonableness of Restrictive Covenants 24
10.4 Enforcement; Remedies 24

ARTICLE 11 ESCROW ARRANGEMENT FOR COLLATERAL 25

ARTICLE 12 TERM OF THE COMPANY 26

ARTICLE 13 TERMINATION OF A MEMBER 26

ARTICLE 14 FISCAL YEAR AND ACCOUNTING METHOD 26

ARTICLE 15 BOOKS AND RECORDS 27

ARTICLE 16 RESIGNATION OF A MEMBER 27

ARTICLE 17 TAX MATTERS MEMBER 27

ARTICLE 18 LIMITATION ON LIABILITY 28

ARTICLE 19 AMENDMENT 28

ARTICLE 20 UNIT CERTIFICATES; LEGEND 28

ARTICLE 21 ADMINISTRATIVE OBLIGATIONS OF PARTIES 29

ARTICLE 22 INTELLECTUAL PROPERTY 29

ARTICLE 23 RESEARCH 30
23.1 Purpose 30
23.2 Liaison 30
23.3 Sponsored Research Agreements 30
23.4 Research Results 30
23.5 Raw Material 30

ARTICLE 24 BRANDING 31

ARTICLE 25 EXPENSES 31

ARTICLE 26 PUBLICITY 31

ARTICLE 27 NO THIRD PARTIES 31

ARTICLE 28 SIGNAGE AND MARKETING MATERIALS 31

ARTICLE 29 CONTRACTS WITH AFFILIATED PERSONS 32

ARTICLE 30 MISCELLANEOUS 32
30.1 Timing of Receipt of Notice 32
30.2 Applicable Law 32
30.3 Venue: Waiver of Trial by Jury; and Acceptance of Service of Process 32
30.4 Severability 33
30.5 Waiver 33
30.6 Dispute Resolution 33
30.7 Benefit 33
30.8 Further Assurances 33
30.9 Construction 33
30.10 Execution; Counterparts 34
30.11 Headings 34
30.12 Entire Agreement 34
30.13 Assignment 34

30.14 Remedies for Breach; Indemnity 34

EXHIBIT A Capital Contributions and Membership Units .....

EXHIBIT B Form of Joinder Agreement .....

EXHIBIT C Decisions Requiring a Super-Majority Vote of the Board of Managers .....

EXHIBIT D .....

OPERATING AGREEMENT

OF

SILVERPEAK NY LLC

(a New York limited liability company)

THIS OPERATING AGREEMENT, made and effective as of the [redacted] of [redacted] is made by and between [redacted]) and [redacted]), as set forth on **Exhibit A** to this Agreement, and such other Persons who in the future execute a Joinder Agreement in the form of **Exhibit B** to this Agreement (collectively, the "Members"). Unless otherwise indicated, capitalized words and phrases in this Agreement shall have the meanings set forth Article 2 hereof.

WITNESSETH:

WHEREAS, Silverpeak NY LLC ("SP NY" or "the Company") was formed on [redacted] 2015, under the laws of the State of New York.

WHEREAS, the Company and the Members desire to enter into this Operating Agreement for the purposes hereinafter set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1

FORMATION AND NAME

1.1 Formation of Limited Liability Company; Name. The Members hereby associate themselves into a limited liability company pursuant to the provisions of the Act, upon the terms and conditions hereinafter set forth. The terms and provisions hereof will be construed and interpreted in accordance with the terms and provisions of the Act, and any applicable laws and regulations. The limited liability company's name shall be Silverpeak NY LLC.

1.2 Principal and Registered Office; Registered Agent. The registered and principal office of the Company shall be determined by the Board of Managers. The Company's registered office and principal office may be changed, from time to time, as the Board of Managers shall determine.

1.3 Purpose.

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

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

1.4 Duration of Company. The Company shall become effective on the filing of its Certificate of Formation and its existence shall be perpetual, unless terminated pursuant to any provisions of this Agreement or as otherwise provided by the Act or other applicable law.

1.5 Further Assurances. Without limiting the generality of Section 30.8, the parties agree to execute, file, record, and publish such certificates and documents which are required to form and operate a limited liability company under the laws of the State of New York. The parties will also execute, file, record and publish such certificates and documents as, upon advice of counsel, may be deemed necessary or appropriate to comply with other applicable laws governing the formation and operation of a limited liability company.

ARTICLE 2

DEFINITIONS

2.1 "Accountants" means the firm of independent certified public accountants then engaged by the Company to prepare the Company's tax returns and financial statements.

2.2 "Act" or "New York Act" means the New York Limited Liability Company Act, in effect at the time of the initial filing of the Articles, and as thereafter amended from time to time.

2.3 "Agreement" means this Operating Agreement, as originally executed and as amended from time to time, and the terms "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

2.4 "Bankruptcy" means, and a Member shall be deemed a "Bankrupt Member", upon the occurrence of any of the following: (a) the Member's voluntary commencement of any case or proceeding under any applicable bankruptcy, insolvency or other similar law, in which the Member seeks protection from his, her or its creditors; (b) the filing of an involuntary petition in bankruptcy against the Member if such petition is not dismissed within one hundred twenty (120) days of the date of filing; (c) the Member executes an assignment for the benefit of creditors; (d) the Member seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or substantially all of that Member's assets; (e) the Member fails, within one hundred twenty (120) days after the appointment, without the Member's consent or acquiescence, of a trustee, receiver or liquidator of the Member or of all or substantially all of that Member's properties, to have the appointment vacated or stayed; (f) the adjudication of the Member as a bankrupt or insolvent, or entry against the Member of an order for relief, in any bankruptcy or insolvency proceeding; or (g) the ordering of the winding up or liquidation of the Member.

2.5 "Board of Managers" means the individuals designated by the Class A Members, to whom are delegated the management duties of the Company's business as provided in Article 6 hereof ("Managers"). To the extent that a Class A Member is not a natural person, such Class

A Member shall have the right to designate any of its officers, directors, members, shareholders, partners, or managers who is a natural person to act on behalf of such Class A Member with respect to all matters contemplated by this Agreement, including with respect to any vote of the Board of Managers.

2.6 "Capital Account" means the account established and maintained for each Member on the books of the Company, which is initially equal to the capital contribution of the Member to the Company and, thereafter, is increased by (a) additional cash contributions, if any, made by the Member to the Company, (b) the fair market value to the Member of any property contributed by the Member to the Company (net of any liability assumed by the Company and any liability to which such property is subject pursuant to Section 752 of the Code), (c) the amount of any Profits allocated to the Member for federal income tax purposes and (d) allocations to the Member of income or gain as provided for herein or otherwise by Regulation Section 1.704-1(b)(2)(iv); and decreased by (w) the amount of any distributions of money made to the Member; (x) the fair market value to the Company of any distributions of property made to the Member (net of any liability assumed by the Member and any liability to which such property is subject pursuant to Section 752 of the Code), (y) the amount of any Losses allocated to the Member for federal income tax purposes, all in accordance with federal tax accounting principles, and (z) allocations to the Member of deduction or expense as provided for herein or otherwise by Regulation Section 1.704-1(b)(2)(iv). It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Section 704(b) of the Code, the Regulations promulgated thereunder, and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent therewith.

2.7 "Capital Contribution" or "Capital Contributions" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)) to the Company by a Member, net of liabilities assumed or to which the assets are subject, adjusted for the return or repayment by the Company to a Member of any Capital Contribution, and the re-characterization of Capital Contributions as capital loaned to the Company. The initial Capital Contributions of the Members are set forth on **Exhibit A** to this Agreement.

2.8 "Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Board of Managers. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

2.9 "Cause" means with respect to any Manager of the Company: (a) the Manager's willful misconduct in the performance of his or her duties, or material breach of his or obligations, as required by this Agreement; or (b) the Manager's death, or if such Manager is a Member, upon such Manager's Withdrawal as a Member of the Company, or if the Manager is designated by the Member, upon the Withdrawal of the Member appointing such Manager.

2.10 "Class A Members" shall refer to those Class A Members set forth on **Exhibit A** attached hereto and in the Company's books and records as holding Class A Units. Class A Members can designate additional classes of members as they deem appropriate.

2.11 "Class B Members" shall refer to those Members whose names are set forth on **Exhibit A** attached hereto and in the Company's books and records as holding Class B Units.

2.12 "Code" means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law, as interpreted or as otherwise modified by the Regulations issued thereunder, in each case as in effect from time to time.

2.13 "Company" shall refer to Silverpeak NY LLC.

2.14 "Deficit Capital Account" means with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the provisions of Regulation Section 1.704. The definition of Deficit Capital Account is intended to comply with the provisions of Regulation Section 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

2.15 "Disability" means with respect to any Manager of the Board of Managers appointed by Class A Member who, by reason of injury or illness, becomes unable, in any respect, to render services, or satisfy his or her usual duties, to the Company, as contemplated by this Agreement. A determination regarding whether or not such Manager is suffering from a Disability, and, if so, when his or her Disability commenced, shall be made by a vote of a majority of the Board of Managers. All Managers reasonably identified by the Board of Managers as having a Disability shall take any and all action requested by the Company to assist the Company in its determination as to whether such Manager is suffering from a Disability. The Company, at its own expense, may designate an independent licensed medical doctor to assist the Company to determine whether the Manager is suffering from a Disability within the terms of this Agreement. Such findings of the Board of Managers shall be conclusive and binding on the Company and the Manager in question.

2.16 "Interest" or "Membership Interest" means with respect to any Member the total number of Units owned by the respective Member, the Member's right to share in the Company's Profits, Losses and distributions of the Company's assets pursuant to this Agreement and the Act, and the right to participate in the management of the Company's business and affairs to the extent granted pursuant to this Agreement.

2.17 "Involuntary Withdrawal Event" means a Class A Involuntary Withdrawal Event or a Class B Involuntary Withdrawal Event, as applicable.

2.18 "Key Persons" shall mean Jordan Lewis, Ben Zaitz and David Zaitz.

2.19 "Officer" or "Officers" means one or more Class A Members selected by the Board of Managers to whom are delegated all of the day-to-day operational functions associated with the operation and conduct of the Company's business.

2.20 "Percentage Interest" means, as to each Member, a fraction expressed as a percentage, the numerator of which is the total Membership Units owned by such Member listed on **Exhibit A** hereto, as modified or adjusted from time to time on the books and records of the Company, and the denominator of which is the total of Membership Units owned by all of the Members, as similarly adjusted from time to time.

2.21 "Person" means an individual, association, corporation, general partnership, limited partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

2.22 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, credit, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), adjusted in accordance with the Regulations.

2.23 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.24 "Restricted Area" means within New York State.

2.25 "Super-majority Vote" means the affirmative vote or consent of (i) if there are four (4) members of the Board of Managers, all such Managers; (ii) if there are five (5) Managers on the Board of Managers, four (4) Managers, and if there are six (6) members of the Board of Managers, five (5) Managers.

2.26 "Units" or "Membership Units" means the total issued and outstanding Membership Units of each respective Member of the Company as set forth on **Exhibit A** to this Agreement, as modified or as adjusted from time to time.

2.27 "Withdrawal" shall mean the transfer or sale of a Member's Interest such that from and after the date thereof, such Person is no longer a Member.

ARTICLE 3

MEMBER QUALIFICATIONS AND OBLIGATIONS

3.1 Members' Capital Contributions.

(a) As his, her or its share of the initial Capital Contributions, each Member shall contribute such amount to the Company as is set forth in Exhibit A as its share of the initial Capital Contributions. No interest shall be paid on any initial or subsequent Capital Contribution.

(b) It is intended that the capitalization of [redacted] will be effected in two phases as follows:

(i) [redacted] and Ventures will each make a cash contribution of $105,000 to fund their respective shares of the application fees (the "Application Fees"), on June 5, 2015 and June 12, 2015, respectively. In addition to the Application Fees, between June 5, 2015 and the receipt of license (estimated late July, 2015), [redacted] and Ventures shall each make a contribution to cover expenses associated with any post-application related activity of up to $2 million, as mutually agreed to by the parties as needed (the "Phase I Contributions"). The form of Phase I Contributions will also be mutually agreed to by the parties. The Phase I Contributions shall occur no later than 90 days after application submission with a mutually agreed upon good-faith extension if necessary, but [redacted] agrees to fund such cash flow needs of the Company through June 5, 2015 that [redacted] reasonably deems necessary. During the period between June 5, 2015 and receipt of license, [redacted] and Ventures will review all consulting/other costs incurred by each party during the pre-application phase (manufacturing consultants, engineering consultants, architectural consultants, etc.) and mutually agree upon an equitable rebalance of expenses incurred. Pre-application legal costs will not be reviewed during this process and will remain the responsibility of each party.

(ii) Upon receipt of a license from the New York State Department of Health ("DOH") designating Company as a registered organization ("RO"), the second phase will be funded by a capital raise, estimated at $35 million (the "Phase II Contributions"). [redacted] shall be the sole and exclusive arranger of the capital raise for [redacted] provided that such funding sources and the terms of any such funding, including the dilution of existing Members' interests, shall all be subject to approval by [redacted] It is anticipated that the foregoing funding may result in a dilution of the Class A members interests as would result in an approximate 37.5% interest for each of [redacted] and [redacted] in [redacted] after the Phase II contributions take effect (assuming an approximate $35 million capital raise). [redacted] will direct any inquiries it receives regarding the capital raise of [redacted] to [redacted], and to the extent [redacted] identifies any potential equity-source of [redacted] [redacted] shall promptly provide all relevant information regarding such candidate to [redacted] so that [redacted] may lead discussions and negotiations with such potential equity-source.

(c) [redacted] and [redacted] recognize that there may be certain fees or other costs associated with the license application and capital raise process [redacted] (as well as other fees and expenses incurred in the pre-operating phase of [redacted] The foregoing shall be subject to consent of both [redacted] and [redacted] including, without limitation, any resulting reduction in the capitalization of [redacted] or any dilutive effect on the ownership interests of [redacted] or [redacted]

(d) [redacted] and [redacted]s intend that the Company will have an employee equity pool, which may have a dilutive effect on the ownership interests of [redacted] or [redacted] The employee equity pool and the exact extent and terms thereof shall be subject to prior approval of the Class A Members.

3.2 Additional Contributions. Each Member hereby agrees that the Board of Managers shall from time to time make a capital call, requiring contribution of additional funds as Capital Contributions to the Company, in such amount(s) as determined by the Board of Managers, in their sole and absolute discretion, in proportion to the Member's respective Interest

at the time of any capital call. Any capital call for additional funds must first be approved by a Super-Majority vote of the Board of Managers.

3.3 Enforcement of Obligations. In the event any Member fails to perform the obligations (the "Obligations") of that Member (the "Defaulting Member") pursuant to the terms and conditions of **Section 3.1** and **Section 3.2** hereof, the Board of Managers shall give the Defaulting Member notice of the failure to meet the Obligations. If the Defaulting Member fails to perform the Obligations within thirty (30) days of receipt of such notice of the failure to pay ("Notice of Failure"), the Board of Managers:

(a) shall request that the non-defaulting Members of the same Member class pay the unpaid amount of the Defaulting Member's Capital Contribution (the "Unpaid Contribution"), which payment may be made by any or all of said non-defaulting Members in their sole discretion; and to the extent the Unpaid Contribution is contributed by any of the non-defaulting Members, the Defaulting Member's Interests, shall be reduced, proportionately, and the Interests of each non-defaulting Member who makes up the Unpaid Contribution shall be increased, proportionately;

(b) may, in its sole and absolute discretion, withhold from the Defaulting Member's distributive share entitlement pursuant to **Section 5.3** the amount of the Unpaid Contribution until the amount of the Unpaid Contribution is fully paid; or

(c) may, in its sole and absolute discretion, in the case of failure to perform the Obligation set forth in **Section 3.3**, deem such failure an Involuntary Withdrawal Event.

The remedies contemplated in this Section 3.3 are not exclusive, do not create any precedent, and are in addition to any other remedies allowed by law or by this Agreement.

3.4 Return of Members' Contributions to Capital. Except as otherwise expressly provided herein, none of the Members shall be entitled to withdraw or demand a refund or return of any Capital Contributions, or any interest thereon. A Member, irrespective of the nature of his, her or its Capital Contribution, has only the right to receive cash in return for such Member's Capital Contribution.

3.5 Advances by the Members. A Member may from time to time, with the consent of the Board of Managers, advance additional monies to or for the Company's benefit, and each such advance shall be treated as a loan to the Company, on such terms as determined by the Board of Managers. Any such advance shall be evidenced by a promissory note executed and delivered by the Company to the Member, the terms thereof shall be commercially reasonable and determined by the Board of Managers.

3.6 Transactions Between Member and/or Managers and the Company. Except as otherwise provided in this Agreement, a Member or Manager may lend money to, act as a surety, guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other business with the Company and, subject to other applicable law, has the same rights and obligations with respect to any such matter as a Person who is not a Member or Manager. Notwithstanding the foregoing, except as contemplated by Articles 23 and 30, no Member or Manager (or any affiliate thereof) may transact or conduct any business with

the Company, except on terms and conditions which generally are at least as fair and reasonable to the Company as those which would otherwise be available to it if it were dealing with an unrelated party.

3.7 Arm's Length Transaction. The Company shall not transact or conduct business (including, without limitation, a sale or other disposition of all or substantially all of the Company's assets, whether in one transaction or in a series of transactions) with any other Person, except on terms and conditions which generally are at least as fair and reasonable to the Company as those which would otherwise be available to it in an arm's length transaction.

3.8 Pledge or Mortgage. No Member shall pledge, encumber, hypothecate or grant a security interest in or mortgage his, her or its Membership Interest to any Person, without the Super-majority Vote of the Board of Managers, which consent may be withheld for any reason or no reason.

3.9 Confidentiality. Each Member acknowledges a duty and obligation of confidentiality owed to the Company and to the other Members. No Member shall, nor shall any Person associated with said Member, at any time, disclose or make accessible to anyone, use, or retain in writing or any other medium, without the express written authorization of the Board of Managers, any Confidential Information of the Company. "Confidential Information" shall mean all material types of proprietary data, trade secrets and confidential information of the Company, which is not legitimately in the public domain, including, but not limited to, the terms and provisions of this Agreement, all pricing or business strategies, compensation or financial information, resident lists, resident files, charge data, price lists, contract forms and other books, records or files relating to the Company's Business. Each Member hereby acknowledges that the Confidential Information is the property of the Company, that he, she or it shall not duplicate or make use of any such Confidential Information other than in the pursuit of the Company's Business, and that, upon termination of his, her or its Membership Interest for any reason, he, she or it shall deliver to the Company, without further demand, all copies thereof, in any medium whatsoever, which are then in his, her, or its possession. Confidential Information does not include information which is or becomes available or known to the public other than as a result of a disclosure by the respective Member or by his or her representatives in violation of this Agreement.

ARTICLE 4

ADMISSION OF ADDITIONAL MEMBERS

4.1 Admission of Additional Members. Additional Members ("Class B Members") may be admitted to the Company upon the bona fide, arm's length offer of a prospective Class B Member (each, a "Prospective Class B Member"), subject to the approval of the DOH, in accordance with terms and purchase price agreed to by both Class A Members. Each Member understands and agrees that the issuance of additional Units may result in the dilution of all other Members' Interests. Such new Class B Members shall participate in the Profits, Losses and distributions contemplated by such method as may be provided in this Agreement. New Class B Members shall execute a execute a Joinder Agreement in the form of **Exhibit B** to this

Agreement, and any other subscription documents and agreements that the Board of Managers shall deem reasonably advisable.

4.2 Admission of Class A Members. Except to the extent expressly authorized pursuant to **Article 8**, additional Class A Members may not be admitted to the Company.

ARTICLE 5

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Profits and Losses for any fiscal year shall be allocated to the Members in proportion to their Percentage Interests, after giving effect to the special allocations set forth in **Section 5.2**.

5.2 Special Allocations. Notwithstanding the provisions of **Section 5.1** hereof:

(a) Minimum Gain. Notwithstanding any other provision of this **Section 5.2**, if there is a net decrease in the Company's minimum gain as defined in Regulation Section 1.704-2(d) during a taxable year of the Company, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This **Section 5.2(a)** is intended to comply with the minimum gain chargeback requirement of Regulation Section 1.704-2 and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Members may seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Regulation Section 1.704-2(f)(4).

(b) Qualified Income Offset. If any Member receives any adjustments, allocations, or distributions described in Regulation Section 1.704-1(b)(2)(ii)(d), which create or increase a Deficit Capital Account of the Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations. It is the intent that this **Section 5.2(b)** be interpreted to comply with the alternate test for economic effect set forth in Regulation Section 1.704-1(b)(2)(ii)(d).

(c) Nonrecourse Deductions. Items of Losses, deduction, and expenditures described in Section 705(a)(2)(B) of the Code which are attributable to any nonrecourse debt of the Company and are characterized as partner nonrecourse deductions under Regulation Section 1.704-2(i) shall be allocated to the Members' Capital Accounts in accordance with their Percentage Interests.

(d) Section 704(c). In accordance with Section 704(c)(1)(A) of the Code and Regulation Section 1.704-1(b)(2)(iv)(d)(3), if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss, and deductions for the property shall, solely for federal income tax purposes, be allocated among the

Members so as to take account of any variation between the adjusted basis of the property to the Company and its fair market value at the time of contribution.

(e) Curative Allocations. Any credit or charge to the Members' Capital Accounts pursuant to **Section 5.2** shall be taken into account in computing subsequent allocations of Profits and Losses pursuant to **Section 5.1** above, so that the net amount of any items charged or credited to Capital Accounts pursuant to **Sections 5.1** and **5.2** shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this **Article 5** if the special allocations required by **Section 5.2** had not occurred.

5.3 Distributions.

(a) Timing of Cash Flow Distributions. The Company shall make distributions of Cash Flow in accordance with each Member's Percentage Interest at such times as determined by the Board of Managers, in its sole and absolute discretion. Distributions of Cash Flow will be made at the same time to all Members.

(b) Distributions for Taxes. From time to time, as determined by the Board of Managers in its sole discretion, the Company may make distributions of Cash Flow to the Members for the purposes of covering any and all related federal, state and local income taxes incurred as a result of being a Member in the Company as reflected in each Member's Form K-1 as recognized under the Code, and any such distributions shall be credited as appropriate against future distributions to the Members so as to bring the aggregate contributions into conformity with each Member's Percentage Interest.

(c) Distributions Upon Liquidation; Sale of the Company and its Affiliates. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation). The Company may offset damages for breach of this Agreement by a Member whose interest is liquidated (either upon the withdrawal of a Member or the liquidation of the Company) against the amount otherwise distributable to the Member. Upon the Company's liquidation or a Sale of the Company and its Affiliates, the Company's assets/Transaction Proceeds (as defined below) shall be distributed in the following order of priority:

(i) The claims of creditors, other than Members, first shall be satisfied and adequate reserves established (as determined by the Board of Managers);

(ii) All outstanding loans from Members, including Purchase Notes made by the Company to the order of any Member shall be repaid in the same proportion which the outstanding loans from any Member shall bear to the outstanding loans of all Members;

(iii) To the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other Company transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss) and (ii) such Terminating Capital Transaction; and

(iv) To the Members based upon their Membership interest.

The Company shall not make a distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Membership Interests and liabilities for which the recourse of creditors is limited to specified property of the Company, exceed the fair value of the Company's assets, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the Company's assets only to the extent that the fair value of that property exceeds that liability.

5.4 Capital Account Adjustments. Unless the Board of Managers shall determine otherwise, the gross asset values of all the Company's assets shall be adjusted to reflect unrealized appreciation or depreciation, as determined by the Accountant, and the Capital Accounts of the Members shall be adjusted accordingly, upon the occurrence of the following events: (a) the acquisition of an additional Percentage Interest by any Member; (b) the withdrawal of a Member, and (c) the liquidation of the Company; provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Board of Managers reasonably determine that adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

5.5 Negative Balance. No Member with a negative balance in his, her or its Capital Account shall be obligated to the Company to restore all or any portion of the amount of such negative balance.

5.6 Covenant of Members. Each Member agrees to file federal, state and local income tax returns on a basis consistent with the content of each Member's Form K-1 from the Company and the terms and provisions of this Agreement, and each Member agrees not to take a position inconsistent therewith before any federal, state or local taxing authority without first obtaining the prior consent of the Board of Managers.

ARTICLE 6

MANAGEMENT

6.1 Board of Managers.

(a) Authority and Voting. To the fullest extent permissible by law, the Board of Managers (the "Board"), acting through its officers, shall have full, exclusive, and complete discretion, power, and authority, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, and the Board of Managers shall take any and all actions necessary, desirable, convenient or incidental for the furtherance of the objects and purpose of the Company and this Agreement.

(b) Composition of Board. The Corporation will initially have a four (4) member Board of Managers. Each Class A Member shall each select two (2) members of the Board of Managers. A Class A Member shall have the right to resign from the Board of Managers pursuant to **Section 6.1(f)** hereof and, in such case, the vacancy created by such

resignation can be filled by the entity Class A Member in accordance with **Section 2.5.** Subject to first obtaining any required DOH approval in connection therewith, [redacted] and [redacted] may select strategic and/or financial partners which may result in up to two (2) additional Managers being added to the Board, the exact structure for which shall be mutually agreed upon by the Class A Members. The Chairman of the Board shall be selected jointly by the Class A Members from among the Board Managers. In addition, [redacted] shall designate a non-voting liaison, as provided in Section 23.2, and [redacted] shall appoint such non-voting members as may be required pursuant to the terms of strategic or financial investor agreements, subject to approval by [redacted] (not to be unreasonably withheld, conditioned or delayed).

(c) Voting and Authority To Act. A majority of the duly appointed Managers present at a meeting shall constitute a quorum. Each Manager shall have one (1) vote on all matters coming before the Board of Managers, provided, however, if at any meeting or meetings only one (1) of the Managers representing a Class A Member who has two (2) Manager designees is present, then such Manager shall be entitled to two (2) votes at such meeting. Except as otherwise provided herein, all decisions of the Board of Managers shall require a majority of the Managers' votes on matters coming before the Board of Managers. Any decision made by the Board of Managers in accordance with the terms hereof shall be the act of the Company.

(d) Tax Exemption of [redacted] The Board will be required to operate the Company in a manner that would not reasonably be considered to jeopardize the tax-exempt purposes or status of the [redacted]. or its affiliate entities (collectively, '[redacted] ("Tax-Exempt Event"). [redacted] shall provide materials in writing setting forth the basis for its reasonable belief that a Tax-Exempt Event has occurred within seven (7) days of asserting such belief. [redacted] represents and warrants that it has considered and examined the proposals set forth herein, and at the present time under the current state of the law does not expect the proposed business arrangements described to jeopardize [redacted] tax-exempt status.

(e) Decisions Requiring a Super-majority Vote of the Board of Managers. Notwithstanding the provisions of **Section 6.1(c)** hereof, the acts set forth on Exhibit D to this Agreement shall require the affirmative vote or written consent of a Super-majority Vote of the Board of Managers before such action shall be taken.

(f) Disclosure of Potential Conflicts. If any Manager or Member, as the case may be, shall (i) be directly involved in or affected by a specific matter that requires the Company to deal with said Manager or Member, individually or collectively with other Managers or Members similarly situated with respect to the specific matter, and requiring the vote of the Board of Managers or Members, or (ii) have an ownership, financial or familial relationship with any party, or any party that employs or engages an individual with whom any Manager has an ownership, financial or familial relationship in or with, and said party desires or intends to enter into a contract or agreement with the Company, then such Manager or Member with a relationship described above in clause (i) or (ii) shall disclose such matter, and recuse him, her or itself from the vote on said matter to the extent required by the any Conflict of Interest Policy adopted by unanimous vote of the Class A Members.

(g) Resignation. A Manager may resign at any time by giving written notice to the Members. A Manager's resignation shall take effect upon delivery of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(h) Removal. A Class A Manager may at any time be removed by the Class A Member who appointed such Manager, with or without cause, effective upon written notice to the Board from such Class A Member. A Class A Manager may at any time be removed for Cause by an affirmative vote of all other Class A Managers besides the Class A Manager being removed for Cause. In such cases, the vacancy shall be filled by the Class A Member who had appointed such removed Manager in accordance with Section 2.5. A Class B Manager may be removed at any time for any reason upon an affirmative vote of all Class A Members.

(i) Deadlock. In the event of a deadlock on the Board, the Managers agree to participate to non-binding mediation if they cannot resolve the deadlock within thirty (30) days.

6.2 Meetings of the Board of Managers.

(a) Meetings. Regular meetings of the Board of Managers shall be held periodically for the purpose of transacting business that may come before the meeting, and may be called by any Manager, unless otherwise prescribed by the Act.

(b) Place of Meeting. The Board of Managers shall designate any place in the Borough of Manhattan or County of Nassau, State of New York, as the place for any meeting of the Board of Managers. If no designation is made, the place of the meeting shall be the principal place of business of the Company in the State of New York.

(c) Notice of Meetings. The Company shall serve notice: (i) personally, or by mail, electronic transmission, facsimile or commercial overnight courier, a written notice thereof, addressed to each Manager at his or her address as it appears on the Company records, not less than ten (10) ten days before said annual or regularly scheduled meeting, and (ii) (A) by giving notice to such Managers in person or by telephone at least seven (7) days in advance of the special meeting, or (B) by sending an e-mail or facsimile, or delivering written notice by hand to each Manager at least seven (7) days in advance of the special meeting, and shall include a description of the purposes for which the meeting is called. Notice of meeting need not be given to any Manager who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her, or who is present at any meeting of the Managers.

(d) Action by Managers without a Meeting. Any action required or permitted to be taken at a Board of Managers' meeting may be taken without a meeting if the action is approved through the written consent of Managers necessary to approve a decision requiring a majority of the Board of Managers or a decision requiring a Super-majority Vote of the Board of Managers at a meeting of the Board of Managers.

(e) Miscellaneous. Any or all Managers may participate in any Managers' meeting by, or through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager so

participating is deemed to be present in person at the meeting. At all meetings of the Board of Managers, a Chairman chosen by the Board of Managers, shall preside.

6.3 Limitations. Unless authorized to do so by this Agreement or the Board of Managers, no Member shall have any authority to act for, or to undertake or assume, any obligation, debt, duty or responsibility on behalf of any other Member or the Company, or to bind any Member or the Company in any way, or to pledge its credit or to render it liable pecuniarily for any purpose.

6.4 Officers. The Board of Managers shall have the right to appoint such Officers and agents, as, when and with such titles and responsibilities as the Board of Managers deems proper.

6.5 Liability for Certain Acts. Each Manager and each Officer shall exercise his or her best business judgment in participating in the management of the Company's business, operations and affairs. Unless fraud, gross negligence, willful misconduct or a wrongful taking shall be proved by a non-appealable court order, judgment, decree or decision, each Manager and each Officer shall not be responsible, liable or obligated to the Members or the Company for any mistake of fact or judgment or for the doing of any act or the failure to do any act by the Board of Managers or any Officer, in conducting the Company's business, operations and affairs, which may cause or result in any loss or damage to the Company or the Members.

6.6 No Guaranty of Company Performance. The Board of Managers do not, in any way, guarantee the return of the Members' Capital Contributions, a profit for the Members from the Company's operations, or the increase of the Company's value.

6.7 Indemnification. The Company, its receiver, or its trustee shall indemnify, defend, and hold each present and former Manager, Officer and Member (and their respective heirs, representatives and successors) harmless from and against any expense, loss, damage, or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to the Company, or any act or omission of each Manager, Officer, or Member taken on behalf of the Company, and amounts paid in settlement of any of the foregoing, provided that the same were not the result of fraud, gross negligence, willful misconduct, or a wrongful taking on the part of the Manager, Officer, or Member against whom a claim is asserted. Such indemnification contemplated hereunder shall be made to the fullest extent permitted by the laws of the State of New York.

6.8 Insurance. The Company shall make best efforts to secure and maintain in force a policy of directors and officers insurance from a carrier licensed to do business in New York in such amounts as the Board of Managers deems appropriate from time to time.

6.9 Salaries. No Manager or Officer shall receive any salary or other compensation by reason of being a Manager or Officer without majority approval of the disinterested Members (other than by virtue of being a Member of the Company). The compensation of officers or agents shall be set by the Board of Managers and shall be consistent with the fair market value of the services to be rendered.

ARTICLE 7

MEMBERSHIP RIGHTS

7.1 Meetings of the Members. Regular meetings of the Members shall be held periodically for the purpose of transacting business that may come before the meeting.

7.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by two (2) or more of the Managers, or Members representing in the aggregate more than thirty three and one third (33.3%) percent of the Percentage Interests in the Company, unless otherwise prescribed by the Act.At such special meetings the Members may transact such business with the same force and effect as at an annual meeting duly called and held.

7.3 Place of Meeting. The Board of Managers shall designate any place in the Borough of Manhattan or County of Nassau, State of New York, as the place for any meeting of the Members. If no designation is made, the place of the meeting shall be the principal place of business of the Company in the State of New York.

7.4 Notice of Meetings. The Company shall serve notice: (i) personally, or by mail, electronic transmission, facsimile or commercial overnight courier, a written notice thereof, addressed to each Member at his or her address as it appears on the Company records, not less than thirty (30) ten days before said annual or regularly scheduled meeting, and (ii) (A) by giving notice to such Members in person or by telephone at least fifteen (15) days in advance of the special meeting, or (B) by sending an e-mail or facsimile, or delivering written notice by hand to each Member at least fifteen (15) days in advance of the special meeting, and shall include a description of the purposes for which the meeting is called. At any meeting at which all Members shall be present or of which all Members not present have waived notice in writing, the giving of notice as above required may be dispensed with.

7.5 Record Date. The record date for the purpose of determining the Members entitled to notice of a Members' meeting (not special), for demanding a meeting, for voting, or for taking any other action shall be the first (1st) day of the month that precedes the month during which the meeting is scheduled or to be held.

7.6 Action. The Members understand and agree that (i) the Board of Managers, solely, shall manage the Company and conduct the Company's Business and affairs, (ii) the Members in their capacities as Members have no right, authority or entitlement to participate in any decision-making regarding the Company or the conduct of the Company's Business and affairs, unless required by applicable law (and such law does not delegate its authority to the provisions of an operating agreement of the limited liability company) or expressly provided in this Agreement, (iii) in no respect shall the vote of the Members be required in any respect to approve, confirm or ratify any decision or conduct of the Board of Managers, unless required by applicable law (and such law does not delegate its authority to the provisions of an operating agreement of the limited liability company) or expressly provided in this Agreement, and (iv) to the extent that the vote of the Members is requested by the Board of Managers, the Board of Managers is not bound by or obligated to take any action approved or authorized by the Members. To the extent that the Board of Managers requests the vote of the Members, or if

required by this Agreement or applicable law (and such law does not delegate its authority to the provisions of an operating agreement of the limited liability company), each Member entitled to vote shall be entitled to one (1) vote for each Unit held by such Member. The Company shall have no formal quorum requirements for Member meetings, provided that a sufficient number of Members are present and are able to constitute a majority of all of the Members for those matters requiring a majority vote of the Units.The Board of Managers, acting on behalf of the Company, shall not authorize the Company to transact or conduct business (including, without limitation, a sale or other disposition of all or substantially all of the Company's assets, whether in one transaction or in a series of transactions) with any other Person, except on terms and conditions which generally are at least as fair and reasonable to the Company as those which would otherwise be available to it in an arm's length transaction.

7.7 Action by Members without a Meeting. Subject to the applicable laws of the State of New York, any action required or permitted to be taken at a Members' meeting may be taken without a meeting if the action is approved through the consent of Members owning amount of Percentage Interests in the Company required to approve such action at a meeting of the Members, and the written consents are filed with the minutes of proceedings of the Members. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

7.8 Proxies. Each Member entitled to vote at a meeting of the Members or to express consent or dissent in writing without a meeting may authorize another Person or Persons to act for it by proxy. Such proxy shall be filed with the secretary of the Company before or at the time of the meeting. No such proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.9 Miscellaneous. Any or all Members may participate in any Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

ARTICLE 8

TRANSFER OF A MEMBER'S INTEREST

8.1 Restrictions on Transfers.

(a) Generally.

(i) Except as otherwise provided herein, a Member shall not sell, transfer, assign or otherwise dispose of all or any part of his, her or its Interests to any Person. No Member shall sell, transfer, assign or otherwise dispose of all or any part of his, her or its Interests to any Person, unless the Company is satisfied that such sale, transfer, assignment or disposition complies with all applicable laws, including the New York Public Health Law, and federal and state securities laws, and, if required by law, is approved by the DOH. The Members recognize and acknowledge that the restraints imposed by this Agreement on the disposition of their Units are fair and reasonable in consideration of the necessity for the proper conduct and

continued viability of the Company and the relationship of the Members. Any attempted sale, transfer, assignment, or otherwise disposition in violation of this Agreement shall deemed to be void and of no effect. Except as contemplated by this **Article 8**, no additional Member may be admitted to the Company, unless otherwise agreed to by the Class A Members in writing.

(ii) As a condition to any transfer permitted under the provisions of this Agreement, (i) the transferee shall execute the Joinder to this Agreement in the form attached hereto as Exhibit B and any other subscription documents and agreements that the Board of Managers shall deem reasonably advisable, (ii) the transferee shall agree in writing to hold such Interests subject to all of the terms and provisions of this Agreement, and (iii) such transfer shall, in the reasonable discretion of the Company, comply with all applicable federal and state securities laws or qualify for an exemption therefrom.

(iii) Except in the event of a transfer described in Section 8.2(a), unless otherwise agreed to by the other Class A Members, upon a transfer by a Class A Member, such transferred Class A Units shall be deemed to be automatically converted into the same number of Class B Units.

(b) [redacted] agrees and acknowledges that in entering into this Agreement, Ventures is relying upon the unique expertise that [redacted] its Key Persons and Managers will bring to the transactions contemplated herein. [redacted] represents and warrants that the percentage ownership of [redacted] down to the individual level, is as set forth on Exhibit D attached hereto. In consideration thereof, and notwithstanding anything to the contrary set forth in this Agreement, transfer of [redacted] interest in the Company and transfers of direct or indirect interests in [redacted] shall be subject to the restrictions set forth herein.

(l) Until the date that is three years from the date of the Company's being designated a Registered Organization by DOH (the "**Start-Up Period**"), the following restrictions on transfers shall apply, unless otherwise consented to by Ventures in writing:

1) [redacted] shall maintain its interest in the Company, except to the extent partially diluted by mutual agreement of [redacted] and Ventures in connection with the capital raise described in Section 3.1(b)(ii); and

2) The Key Persons of [redacted] shall not effectuate any transfer or sale of their direct or indirect interests in [redacted], except in the case of death or Disability. If a Disability event arises, such Disabled individual or remaining Key Persons shall make best efforts to identify a qualified operator to assume his duties. In the case of the death of a Key Person, the remaining Key Persons and the estate representative of the deceased individual shall use best efforts to identify a qualified operator to assume his duties.

(II) Following the Start-Up Period, [redacted] and Key Persons shall be entitled to transfer their respective interests provided they comply with the provisions of **Section 8.3** hereof, but any transferee, including by operation of law, must be a reputable party with sufficient experience in operating a medical cannabis business, as approved by the Board.

This Section 8.1(b) shall not preclude transfers as that are in accordance with Section 8.2(a).

(c) [redacted] agrees and acknowledges that in entering into this Agreement, [redacted] is relying upon the unique expertise that [redacted] and its affiliates, including but not limited to [redacted], will bring to the transactions contemplated herein. [redacted] represents and warrants that the percentage ownership of [redacted] and parent company, down to the individual level, is as set forth on Exhibit D attached hereto. In consideration thereof, and notwithstanding anything to the contrary set forth in this Agreement, transfer of [redacted] interest in the Company and transfers of direct or indirect interests in [redacted] shall be subject to the restrictions set forth herein.

(I) Until the date that is three years from the date of the Company's being designated a Registered Organization by DOH (the "**Start-Up Period**"), the following restrictions on transfers shall apply, unless otherwise consented to by [redacted] in writing: [redacted] shall maintain its direct interest in the Company, and [redacted]. shall maintain its indirect interest in the Company, except to the extent partially diluted by mutual agreement of [redacted] and [redacted] in connection with the capital raise described in Section 3.1(b)(ii).

(II) Following the Start-Up Period, [redacted] shall be entitled to transfer its respective interests provided it complies with the provisions of Section 8.3 hereof. Upon transfer by [redacted] of its interest in the Company, rights specific to [redacted] (as opposed to general rights of being a Member of the Company holding the applicable Percentage Interests held by the transferee) described herein shall be deemed forfeited, unless otherwise agreed to by remaining Class A Members.

This Section 8.1(c) shall not preclude transfers as that are in accordance with Section 8.2(a).

8.2 Permitted Transfers by Class A and Class B Members.

(a) Affiliate Transfers. Subject to Sections 8.1 and 8.5 herein, each Class A and Class B Member on the date hereof, shall have the right, from time to time, to sell, transfer, assign or otherwise dispose all or any portion of his, her or its Interests to any affiliate(s) of such transferring Class A or Class B Member (excluding other Members, which transfers shall be subject to **Section 8.3**) and/or to any immediate family member(s) or a family trust for the benefit of immediate family member(s) of such transferring Class A or Class B Member; provided, that, in each case, as a condition to such transfer, (a) the transferee executes the Joinder to this Agreement in the form attached hereto as Exhibit B and any other subscription documents and agreements that the Board of Managers shall deem reasonably advisable, (b) the transferee

agrees in writing to hold such Interests subject to all of the terms and provisions of this Agreement, and (c) the Company is satisfied that such transfer complies with all applicable federal and state securities laws or qualifies for an exemption therefrom. Notwithstanding the foregoing, no transferee of Class A Units may serve on the Board of Managers or designate Managers to the Board of Managers unless approved pursuant to a Super Majority vote of the Board of Managers, except that any transferee of the [redacted] Class A Membership Interests which is a controlled entity [redacted] shall automatically succeed to the same rights as [redacted] including as to the designation of Managers. In those instances described above where the transferee or such transferee's designees are not permitted to serve on the Board of Managers, the Class A Member transferring his, her or its Units in accordance with this **Section 8.2(a)** shall continue to serve on the Board of Managers, and in furtherance thereof, shall automatically be deemed to be the designee for such purpose of any transferee(s) of his, her or its Class A Units. If any Class A Member transfers a portion of his, her, or its Class A Units pursuant to this **Section 8.2(a)**, for purposes of determining the number of Class A Members pursuant to **Section 8.3**, any Class A Units so transferred shall be deemed to be all held by the transferring Class A Member.

8.3 Rights of First Offer/Refusal.

(a) Class A Member Sale.

(I) In the event that a Class A Member (the "Selling Class A Member") should wish to sell all or a portion of his, her, or its Class A Units (a "Class A Member Sale"), the Selling Class A Member shall provide, to the other Class A Members, a written summary of the material terms and conditions of the prospective Class A Member Sale (a "Class A Member Sale Notice"). For thirty (30) days from the receipt of a Class A Member Sale Notice (the "Class A Member Sale Deadline"), the other Class A Members shall have the option to purchase a pro rata portion of Class A Units subject to the prospective Class A Member Sale, upon the terms and conditions set forth in the Class A Member Sale Notice. If, upon expiration of the foregoing thirty (30) day period, options to purchase have been exercised by the Class A Members with respect to some but not all of the Units subject to a Class A Member Sale, then the Company shall, immediately after the expiration such thirty (30) day period, send written notice (the "Company Undersubscription Notice") to those Class A Members who fully exercised their right pursuant to this **Section 8.3(a)(I)** (the "Exercising Members"). Each Exercising Member shall, subject to the provisions of this **Section 8.3(a)(I)**, have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Units subject to a Class A Member Sale on the terms and conditions set forth in the Class A Member Sale.To exercise such option, an Exercising Member must deliver notice to the Company within ten (10) days of receipt of the Company Undersubscription Notice. In the event there are two (2) or more such Exercising Members that choose to exercise the last-mentioned option for a total number of remaining Units subject to a Class A Member Sale in excess of the number available, the remaining Units available for purchase under this **Section 8.3(a)(I)** shall be allocated to such Exercising Member pro rata based on the number of Units such Exercising Members have

elected to purchase pursuant to the initial exercise of the right as set forth in his **Section 8.3(a)(I)** (without giving effect to any Units that any such Exercising Member has elected to purchase pursuant to the Company Undersubscription Notice). In the event that the Class A Members do not agree to purchase all of the Class A Units subject to the prospective Class A Member Sale, then the selling Class A Member may, within 180 days after the date of the Class A Member Sale Notice, sell the balance to a third party upon the terms set forth in the Class A Member Sale Notice, provided that the purchaser thereof meets all requirements of Section 8.1, as shall first be demonstrated to the reasonable satisfaction of the Board. In the event the Class A Member proposes to sell such interests on terms more favorable to such third party than those that were set forth in the Class A Member Sale Notice, the Class A Member shall be obligated to once again comply with the procedures set forth above and give the other Class A Members a right of first offer on such changed terms. The closing of any Class A Member Sale and the any other purchases by Class A Members contemplated hereunder, shall take place promptly following expiration of the foregoing periods of time, and upon the terms and conditions set forth in the Class A Member Sale Notice.

(II) Notwithstanding **Section 8.3(a)(I)**, if (after the Start-Up Period) Ventures should wish to effect a Class A Member Sale and [redacted] shall reasonably believe the participation of a health care-oriented Member in the Business is required by applicable law or otherwise useful or necessary for the operation of the Business, then (x) the "Class A Member Deadline" set forth in **Section 8.3(a)(I)** above shall be extended an additional sixty (60) days, and each reference in Section 8.3(a)(I) above to a "thirty (30) day period" shall be deemed to be a reference to a "ninety (90) day period;" and (z) the 180 day period set forth in Section 8.3(a)(I) above shall be extended to be a 190 day period.

(b) Class B Member Sale; Right of First Offer. Pursuant to a bona fide, arm's length offer from another Member or a Person unanimously approved by the Class A Members, such approval not to be unreasonably withheld (an "Approved Buyer"), each Class B Member shall have the right, from time to time, to sell all or a portion of his, her, or its, as applicable, Class B Units to another Member or an Approved Buyer (a "Class B Member Sale"). The selling Class B Member shall provide to the Class A Members, a written summary of the material terms and conditions of the prospective Class B Member Sale (a "Class B Member Sale Notice"). For thirty (30) days from the receipt of a Class B Member Sale Notice, the Class A Members shall have the option to purchase a pro rata portion of Class B Units subject to the prospective Class B Member Sale. If, upon expiration of the foregoing thirty (30) day period, options to purchase have been exercised by the Class A Members with respect to some but not all of the Units subject to a Class B Member Sale, then the Company shall, immediately after the expiration such thirty (30) day period, send written notice (the "Company Undersubscription Notice") to those Class A Members who fully exercised their right pursuant to this **Section 8.3(b)** (the "Exercising Members"). Each Exercising Member shall, subject to the provisions of this **Section 8.3**(b), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Units subject to a Class B Member Sale on the terms and conditions set forth in the Class B Member Sale Notice.To exercise such option, an Exercising Member must deliver notice to the Company within ten (10) days of receipt of the Company

Undersubscription Notice. In the event there are two (2) or more such Exercising Members that choose to exercise the last-mentioned option for a total number of remaining Units subject to a Class B Member Sale in excess of the number available, the remaining Interests available for purchase under this **Section 8.3(b)** shall be allocated to such Exercising Member pro rata based on the number of Units such Exercising Members have elected to purchase pursuant to the initial exercise of the right pursuant to this **Section 8.3(b)** (without giving effect to any Units that any such Exercising Member has elected to purchase pursuant to the Company Undersubscription Notice). In the event that the Class A Members do not agree to purchase all of the Class B Units subject to the prospective Class B Member Sale, then the selling Class B Member may, within 180 days after the date of the Class B Member Sale Notice, sell the balance to the original prospective purchaser on the terms set forth in the Class B Member Sale Notice. In the event the Class B Member proposes to sell such interests on terms more favorable to the purchaser than those that were set forth in the Class B Member Sale Notice, the Class B Member shall be obligated to once again comply with the procedures set forth above and give the Class A Members a right of first offer on such changed terms. The closing of any Class B Member Sale and the any other purchases contemplated hereunder, shall take place promptly following expiration of the foregoing periods of time, and upon the terms and conditions set forth in the Class B Member Sale Notice.

8.4 Special Put Option. [redacted] shall have a right to put its entire interest in [redacted] to the Company upon any change in law, regulations or interpretations thereof which [redacted] reasonably concludes is likely to result in a breach of law, or loss of tax exemption status for [redacted] or any of its affiliates if [redacted] continues to own its Membership Interest (a "Tax Event"), and [redacted] shall provide the Board of Managers reasonable written evidence thereof within sixty (60) days of the enactment of legislation or change in law, regulations or interpretations thereof. Upon the exercise by [redacted] of its put option [redacted] and [redacted] shall endeavor for thirty (30) days to agree upon a mutually acceptable purchase price for [redacted] interest in [redacted] In the event that the parties are unable to agree upon such purchase price within thirty (30) days, the parties consent to non-binding mediation to attempt to determine a mutually acceptable purchase price for [redacted] interest in [redacted] If such mediation does not result in a mutual agreement, the parties will submit to binding "baseball arbitration", in the manner described in Article 9 herein, to determine the purchase price (whereby each party shall exchange with the other and submit to an arbitrator its best offer, and the arbitrator shall be limited to selecting as the purchaser price only one or the other of the two offers submitted).

8.5 Terms and Conditions of Sale of Membership Interest; Closing Procedures. The closing of the purchase and sale of a Member's Interests pursuant to this **Article 8** (except to the extent the timing of closing is set forth elsewhere in this Agreement) shall take place at the Company's principal office, or at such other place as agreed to by the parties thereto, on a date established by the purchaser and seller in accordance with the applicable provision of this Article 8. With respect to **Section 8.4**, if the purchase price to be paid is: (i) less than $50,000.00, then the entire purchase price shall be paid at the closing for the sale of the [redacted] Interest at issue, or (ii) more than $50,000.00, then $50,000.00 shall be paid at the closing for the sale of [redacted] Interest at issue, with the remaining purchase price to be paid pursuant to a promissory note (a "Purchase Note") made by the remaining Members or the Company, at [redacted] option,

in successive equal monthly installments over a term of two (2) years with interest accruing thereon at a rate per annum equal to the Wall Street Journal prime rate.

8.6 Drag Along Right. In the event that all Class A Members (the "DA Exercising Members"), agree to sell all of their Interests pursuant to a bona fide, arm's length fair market offer from a non-Member purchaser pursuant to an arms' length, good faith negotiation, the Exercising Members shall have the right (the "Drag-Along Right"), exercisable solely in their discretion, to require the Class B Members to sell all (and not less than all) of their Interests to such purchaser, in the same transaction (regardless of the form of such transaction), at the same price, and on the same terms and conditions as those on which the DA Exercising Members propose to sell their Interests. Before exercising the Drag-Along Right, the DA Exercising Members shall provide at least twenty (20) days prior written notice to the Class B Members, and the other Class A Member(s). In the event that the DA Exercising Members exercise the Drag-Along Right, the Class B Members, and the other Class A Member(s) shall be required to make such representations, warranties and covenants (including indemnification) as are customary with respect to the sale transaction chosen. In addition, the Class B Members, and any Class A Members other than the DA Exercising Members, shall (i) execute and deliver all such agreements for the sale of such Interests and other agreements, instruments and certificates as the DA Exercising Members shall agree to execute and deliver in connection with such proposed transaction and on the same terms and conditions as provided in such agreements to be executed and delivered by the DA Exercising Members; and (ii) deliver certificates and/or other instruments representing the Interests being sold, together with appropriate powers therefore duly executed, free and clear of all liens.

8.7 Effect of Transfer.

(a) Effective Date. Any permitted transfer of all or any portion of a Member's Interest in the Company shall take effect on the date of transfer.

(b) Capital Account and Allocations. The Capital Account of the transferor shall become the Capital Account of the transferee, to the extent it relates to the portion of the Interest transferred, and the transferee of a Member shall be entitled to receive distributions and allocations from the Company with respect to such Interest only after the effective date of such transfer.

(c) Continuing Obligations. Nothing in this **Article 8** shall be construed to relieve any Member, or his successors, assigns, heirs or legal representatives, from the fulfillment of such Member's obligations to the Company, and all such obligations shall survive any occurrence which results in such Member ceasing to be a Member.

(d) Financial Adjustments. At the time of a transfer of a Member's Membership Interest or another Member is admitted, at any time other than at the end of a Company accounting period, the distributive shares (in respect of the Interest so transferred) of the various items of Company Profit, Loss, deduction, credit, allowance or tax preference, as computed for federal and state income tax purposes, shall be allocated between the transferor and transferee pursuant to a preliminary closing of the Company's books, unless otherwise agreed by

the transferor, transferee and the Board of Managers, that the allocation shall be based upon the ratio of the number of days in the taxable year before and after the transfer.

(e) Basis Adjustments. In the event of a transfer of a Membership Interest, the Company, upon the request of a transferee, will elect on behalf of the Company under Section 754 of the Code to cause the basis of the Company's property to be adjusted, for federal income tax purposes, in the manner provided in Section 734 or 743 of the Code.

ARTICLE 9

DETERMINATION OF VALUE OF A MEMBER'S INTEREST

9.1 Appointment of Appraiser. For all purposes the value of a Member's interests shall be determined by a good faith attempt by the prospective parties to engage in informal negotiation pursuant to this Section 9.1..

9.2 Baseball-Style Arbitration. In the event that the parties are unable to establish valuation via direct negotiations pursuant to Section 9.1 after a period of thirty (30) days (subject to final approval thereof by their respective governing boards), then the parties agree that such dispute shall be settled exclusively and finally by binding arbitration held in New York, New York, or a New York location mutually agreed to by the parties, in accordance with the American Arbitration Association ("AAA") rules. Any arbitration conducted pursuant to this Section 9.2 shall be heard by a single arbitrator who shall be reasonably acceptable to the parties and shall be determined by a so-called "Baseball Arbitration": (i) each party shall submit to the arbitrator and exchange with the other party in advance of the hearing, its proposed valuation; (ii) the parties will present evidence in support of the proposed valuation requested at a hearing before the arbitrator, including supplemental submissions, if requested; and (iii) the arbitrator shall be required to select the proposed valuation submitted by either of the parties which is closest to fair market value and shall not be permitted to modify such proposed valuation. The decision of the arbitrator shall be made in a written opinion setting forth the facts found by the arbitrator and discussing the applicable legal issues. Each party shall be responsible for its own fees and expenses of such arbitration; provided, however, that the arbitrator shall have the power to award fees and expenses to a party if the arbitrator determines that the other party has acted in a vexatious manner or not in good faith.

ARTICLE 10

RESTRICTIVE COVENANTS

10.1 Non-Competition. Without the prior written consent of all of the Class A Members and a majority of the Class B Members, during the term of this Agreement and for two (2) years after the Withdrawal of such Member (collectively, the "Restricted Period"), no Member shall, directly or indirectly, on his, her, or its own behalf or in conjunction with any Person of any kind (along with the Member, each a "Restricted Party," and collectively, the "Restricted Parties") (a) act as or be a shareholder, partner, member, owner, principal, officer, director, manager, employee, independent contractor, agent or consultant of, (b) possess a management or other financial interest in, or (c) operate, manage, direct, make a loan to, exert

control or authority over, any entity involved in the cultivation, processing or retail sale of cannabis within the Restricted Area.

10.2 Non-Solicitation. Without the prior written consent of all of the Class A Members and a majority of the Class B Members, during the Restricted Period, the Restricted Parties shall not:

(a) Solicit, divert, or induce any past, present or future Member, employee, agent or representative of the Company (i) to terminate his or her Interest, employment or service relationship with the Company, or (ii) to accept or take possession of any ownership or equity interest, financial interest or management, consulting, employment or service relationship with any Restricted Party;

(b) Induce or attempt to influence any customer, or any Person with a relationship with the Company to terminate or modify that relationship; or

(c) Solicit or interfere with, either directly or indirectly, any contractual arrangement of the Company.

10.3 Reasonableness of Restrictive Covenants. The Members expressly agree that in light of the nature of the activities in which the Company is engaged, the foregoing restrictions are fair and reasonable, in concept and scope, and are necessary to protect the legitimate interests of the Company and that any violation thereof would result in irreparable injury to the Company.

10.4 Enforcement; Remedies.

(a) The Members acknowledge that, in the event of a violation or threat of violation of any of these restrictions, the Company shall be entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief, which rights shall be cumulative and in addition to any other such rights or remedies to which the Company may be entitled at law or in equity. If a court of competent jurisdiction determines that the scope or extent of the above stated restrictions are unreasonable, then in that event the period of time shall be reduced and/or the geographic scope shall be limited by the court or by agreement of the Members, to such extent to allow for the broadest enforcement of the foregoing provisions so that the legitimate interests of the Company are adequately protected. The Member violating this **Article 10** shall pay all reasonable attorneys' fees incurred by the Company for Company's efforts to enforce the foregoing provisions.

(b) The payment of all purchase price amounts contemplated by **Article 8** of this Agreement are conditioned upon the Member's abiding by the covenants set forth in this **Article 10** (the "**Restrictive Covenants**"). Any breach of any kind or nature by a Member of the Restrictive Covenants as reasonably determined by a majority of the Board of Managers: (a) shall cause the obligation of the Company or the Members, whichever the case may be, to make any further payments hereunder null and void, and of no force or effect, (b) shall cause the Member to be liable and obligated to repay all purchase price amounts received under this Agreement from the Company or the Remaining Members, and (c) cause the Member to be liable for any and all damages, liabilities, costs and expenses incurred or suffered by the

Company or the Members as a result of the Member's violation of the restrictions set forth in this **Article 10**.

(c) The provisions of Section 10.1 shall apply for the applicable periods set forth above. If a Member violates the restrictive covenant and/or exclusivity provisions set forth in Section 10.1 and the Company (or any successor or assign of the Company) brings legal action for injunctive or other relief, such party shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of the such covenant, unless a court of competent jurisdiction holds that the covenant is not enforceable in whole or in part. Accordingly, for any time period that any Member is in violation of such covenants, such time period shall not be included in calculating the duration of the covenants indicated above.

(d) Each party agrees that the rights granted in this Section 10.1 may be assigned by the Company at its sole and absolute discretion. All of the provisions of Section 10.1 shall inure to any successors of the Company, all of which are specifically third-party beneficiaries of this Section 10.1 with full rights hereunder. In addition, the parties hereto agree that any assignee of the rights hereunder is an intended, direct third-party beneficiary of this Section 10.1 and may enforce such rights in its own name in addition to or in lieu of the Company.

(e) The Members also agree that the existence of any claim or cause of action by a Member against the Company or any other Member, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the restrictive covenant set forth herein, but must be litigated separately.

ARTICLE 11

ESCROW ARRANGEMENT FOR COLLATERAL

If a sale of Units is effectuated between any of the parties to this Agreement pursuant to this Agreement, and if any portion of the purchase price is payable after the closing, the Units being sold shall be held by the Company, as Escrow Agent, to ensure the timely payment of the purchase price for the Units pursuant to the terms and conditions of an escrow agreement mutually acceptable to the parties. In the event that any Units are held in escrow in accordance with this **Article 11**, the selling Member shall not have any voting authority with respect to such Units.

Upon performance of the Company's duties in accordance with the provisions hereof, the Company, as Escrow Agent shall be relieved and discharged of any and all liabilities hereunder. The Company, as Escrow Agent shall in no event have any liability for any act or omission to act except those which constitute willful misconduct and shall be indemnified and held harmless from and against any loss, liability and expense incurred without willful misconduct on the part of the Company, as Escrow Agent, arising out of or in connection with the acceptance by the Company, as Escrow Agent, of the duties under this **Article 11**, including the cost and expense of defending itself against any claim of liability hereunder.

ARTICLE 12

TERM OF THE COMPANY

The Company shall commence as of the date its Certificate of Organization is filed with the Department of State of New York, and shall continue indefinitely, until occurrence of any of the following events:

(a) The Super-majority Vote of the Board of Managers, and the mutual agreement in writing of the Class A Members on the date of such agreement to terminate;

(b) At such earlier time as may be required by applicable law;

(c) The sale, disposal, conveyance or distribution of all or substantially all of the assets in which the Company shall have an interest;

(d) Upon a failure of the Company to be designated as a Registered Organization;

(e) The entry of a decree of judicial dissolution in accordance with the Act; or

(f) Upon a failure of the Board of Trustees of the parent entity of [redacted] to approve [redacted] moving forward with the transaction contemplated by this Operating Agreement, provided that in such as case, if a license has been awarded, upon [redacted] request, [redacted] will reasonably cooperate with [redacted] in its efforts to preserve the license and assign such license to [redacted] or another suitable entity identified by [redacted]

ARTICLE 13

TERMINATION OF A MEMBER

Except as contemplated by the second to last sentence of Section 8.5, the occurrence of any event which would terminate a Member's interest as a Member in the Company shall not dissolve the Company and shall not require the consent of the remaining Members to continue the Company.

ARTICLE 14

FISCAL YEAR AND ACCOUNTING METHOD

For income tax purposes, the Company's fiscal year shall be as determined by the Board of Managers, and the Company's books shall be kept on the cash or accrual method of accounting as determined by the Board of Managers. Such method when so adopted shall be consistently followed by the Company, subject, however to the Company's right to change its method of accounting for income tax purposes as allowed by law.

ARTICLE 15

BOOKS AND RECORDS

The Board of Managers shall keep or cause to be kept complete and accurate books with respect to the Company's Business. The Company's books at all times shall be maintained at the Company's principal office. Each Member, Manager or his, her or its duly authorized representative shall have the right to examine the Company's books and records upon providing notice of three (3) business days to the Company.

The Company's books shall be closed at such intervals as the Board of Managers shall determine but not less frequently than annually as of the end of each calendar year by the Accountants. Such Accountants may be changed at any time and from time to time by the Board of Managers. Such Accountants shall prepare the federal and state income tax returns for the Company together with a report for each Member for federal income tax purposes indicating the portion attributable to each Member of the Company's Profits and Losses for such year. The Members shall each receive a copy of the filed income tax return within a reasonable period of time after the close of each fiscal year and promptly after its receipt by the Company and approval by the Board of Managers.

A Member or Manager of the Company shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements presented to the Company by any of its other Managers, Members, officers, employees, or committees of the Company, or by any other Person, as to matters the Member or Manager reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

ARTICLE 16

RESIGNATION OF A MEMBER

Except as expressly provided herein (including, without limitation, Section 8.5), a Member may not resign from the Company prior to the dissolution and winding up of the Company.

ARTICLE 17

TAX MATTERS MEMBER

[redacted] is hereby appointed and authorized to perform all duties imposed by Section 6221 of the Code as "Tax Matters Member" of the Company. The Company shall indemnify, to the full extent permitted by law, the Tax Matters Member from and against any damages and losses (including reasonable attorney fees) arising out of or incurred in connection with any action taken or omitted to be taken by it in carrying out its responsibilities as Tax Matters

Member, provided such action taken or omitted to be taken does not constitute fraud, gross negligence or willful misconduct.

The Tax Matters Member shall be required to notify all Members (some of whom may not qualify as "notice partners" within the meaning of Section 6231(a)(8) of the Code) of the beginning and completion of an administrative proceeding at the Company level promptly upon such notice being received by the Tax Matters Member.

ARTICLE 18

LIMITATION ON LIABILITY

Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company; and no Member, Manager, employee or agent of the Company shall be obligated personally for any such debt, obligation or liability of the Company, or for any debt, obligation or liability of any other Member, Manager, employee or agent of the Company, by reason of being a Member, or acting as a Manager, employee or agent of the Company.

ARTICLE 19

AMENDMENT

The terms of this Agreement may be amended only by the vote or consent of all of the Class A Members; provided, that, any such amendment shall be in writing and executed by the Company and all of the Class A Members; and provided further, that, no amendment of this Agreement, and no waiver of any provision of this Agreement, which would have, directly or indirectly, a material adverse effect on the rights of the Class B Members shall be effective, in each case, without the prior written consent of a majority in interest of, as applicable, Class B Members. Notwithstanding the foregoing, the Members hereby agree to any amendment to this Agreement that (a) is reasonably necessary to correct a clerical error or scrivener's error, (b) is in the reasonable opinion of counsel to the Company, necessary for the Company and/or this Agreement to comply with all applicable laws, and the Company may implement and memorialize such reasonable amendment(s) to this Agreement, when approved by the Board of Managers (and without signature or approval of any Member), or (c) evidences the admission or withdrawal of Members.

ARTICLE 20

UNIT CERTIFICATES; LEGEND

All Units heretofore or hereafter issued by the Company shall be subject to the terms of this Agreement, and, to the extent that the Board of Managers issue certificates representing Units, all such Unit certificates shall be stamped with the following legend:

> THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND

SUCH SECURITIES MAY NOT BE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS.

THE UNITS EVIDENCED BY THIS CERTIFICATE OR ANY CERTIFICATE ISSUED IN EXCHANGE OR TRANSFER THEREFOR ARE AND WILL BE SUBJECT TO, AND WILL NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH AN OPERATING AGREEMENT DATED AS OF JUNE 18, 2014, AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY, TOGETHER WITH ANY AMENDMENTS THERETO, A COPY OF WHICH OPERATING AGREEMENT IS ON FILE AND MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE.

This legend is intended to be and is notice to any and all Persons that may in the future seek to acquire any of the Units subject to this Agreement and any rights therein.

ARTICLE 21

ADMINISTRATIVE OBLIGATIONS OF PARTIES

The Company shall:

(a) Keep on file at its office and make available for inspection during business hours, to all Persons having rights under this Agreement, including, without limitation, each Member and his, her or its legal representative, a copy of this Agreement.

(b) Keep a record showing the outstanding Membership Units Certificates (if any) that bear the hereinbefore mentioned legend.

(c) Receive notices and undertakings and do each and every act that it may be reasonably requested to do, by any of the parties hereto in the performance of this Agreement or in effectuating any of the rights hereunder.

ARTICLE 22

INTELLECTUAL PROPERTY

In the event that the Company is designated as a RO by the DOH, [redacted] and [redacted] will form an additional entity [redacted]") to which [redacted] and [redacted] and [redacted] will each license all intellectual property and know-how ("IP") which each now or hereafter may own or control relating to cannabis or the operation of a cannabis business. The foregoing license shall be on a royalty free, exclusive, perpetual basis and otherwise containing customary terms. The ownership of [redacted] shall be in the following initial percentages: [redacted] – 95%; and [redacted] – 5%. [redacted] represents and warrants that it and/or [redacted]") owns or controls all IP used by [redacted] or [redacted] and/or their respective affiliates relating to the operation of their business where currently conducted.

Pursuant to the terms of a mutually acceptable license agreement containing customary terms and conditions, [redacted] will license IP owned or controlled by [redacted] on an exclusive, sublicensable, perpetual and non-terminable, royalty-free basis to (1) [redacted] for use in Colorado and (2) [redacted] for its use in connection with the operation of its business as an RO in the State of New York. The use of the IP for any other use shall be retained exclusively by [redacted] provided, that any license or sublicense of the IP owned or controlled by [redacted] to (A) [redacted] Affiliates shall be royalty bearing at the rate of four percent (4%) of net sales, or at fair market value in such lesser amount if mutually agreed by the Board, and (B) third parties shall be royalty bearing at fair market value, at a rate reasonably determined by [redacted]

ARTICLE 23

RESEARCH

23.1 Purpose. The parties intend to pursue further research into the clinical efficacy of cannabinoid products for treatment of various medical conditions (the "**Research Purpose**"). Further, Ventures will seek to obtain research funding from [redacted] for the Research Purpose.

23.2 Liaison. Upon formation of [redacted] Ventures will designate a liaison from The Feinstein Institute and/or from another research affiliate of NSLIJ (in any case, a "**Research Affiliate**") to attend board meetings of [redacted] at least quarterly to provide updates on possible projects for [redacted] to fund research.

23.3 Sponsored Research Agreements. Beginning with the first calendar year following the first calendar year that [redacted] has positive cash flow, [redacted] shall use commercially reasonable efforts to enter into mutually acceptable agreements ("**Sponsored Research Agreements**") with a Research Affiliate, pursuant to which the Research Affiliate will conduct sponsored research under mutually acceptable research protocols for the Research Purpose. On an annual basis, the Sponsored Research Agreements shall provide research support in an amount equal to up to five percent (5%) of [redacted]s annual positive cash flow as measured at the end of any calendar year for the next calendar year's research. If net income for a calendar year exceeds $10,000,000, the parties shall negotiate in good faith an upwards revision of the foregoing research percentage for such year.

23.4 Research Results. Any intellectual property arising out of the Sponsored Research Agreements shall be licensed to [redacted] on economic terms to be agreed upon by [redacted] and the applicable Research Affiliate.

23.5 Raw Material. Consistent with applicable law (including, without limitation, rules and regulations of the Federal Food and Drug Administration), [redacted] will use commercially reasonable efforts to provide medical grade product to [redacted], with specific cannabinoid content levels based on specifications communicated by the Research Affiliate in the Sponsored Research Agreement.

ARTICLE 24

BRANDING

The cultivation facilities, dispensary locations, product packaging, etc. shall be branded as [redacted]" and, in all events, all product packaging, etc. shall include the '[redacted]. If [redacted] at its sole option, elects to have branding include [redacted] then [redacted] shall, in its sole discretion, provide branding guidelines and assets (i.e., logos) in the appropriate formats and may require that a royalty-free license agreement in form reasonably acceptable to [redacted] and [redacted] be entered into with respect thereto.

ARTICLE 25

EXPENSES

Each party is responsible for its own legal, accounting, advisory and other fees and expenses in connection with the preparation, negotiation and execution of the Operating Agreement and any other ancillary agreements. Neither party will bill the other for providing personnel, and such other technical assistance and support, in the license application process.

ARTICLE 26

PUBLICITY

The timing and content of any announcement, press release or other public statements concerning the proposed [redacted] and related matters will occur upon, and be determined in advance by, mutual agreement and consent of [redacted] and [redacted]

ARTICLE 27

NO THIRD PARTIES

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer any rights or remedies upon any person or entity other than parties hereto and their successors or assigns.

ARTICLE 28

SIGNAGE AND MARKETING MATERIALS

No signage, marketing or advertising materials shall use the [redacted] name (or the name of any affiliate thereof) unless approved by [redacted] and [redacted] in its sole discretion. At [redacted] sole option, [redacted] may require that signage and marketing materials using the entity name be followed by verbiage indicating its affiliation with [redacted] and if so permitted by [redacted] a royalty-free trademark and trade name license entered into with respect thereto. At [redacted] sole option, [redacted] may require that signage and marketing materials using the entity name include verbiage indicating its affiliation with [redacted] and if so permitted by [redacted] a royalty-free trademark and trade name license entered into with respect thereto.

All materials using the [redacted] name shall be subject to prior approval by [redacted] and all materials using the [redacted] name shall be subject to prior approval by [redacted]

ARTICLE 29

CONTRACTS WITH AFFILIATED PERSONS

The Company may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the Company, as the case may be, of goods, services or space with any Member, Manager, or Affiliated person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error. It is intended that the Company may enter into (a) an Administrative Services Agreement with [redacted] or an affiliate thereof on fair market terms, and (b) intellectual property licenses as described in Article 23, both of which shall be deemed to comply with the provisions of this Article 30.

ARTICLE 30

MISCELLANEOUS

30.1 Timing of Receipt of Notice. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given: (a) when personally delivered; (b) when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device; provided, however, that if receipt is acknowledged after normal business hours of the recipient, notice shall be deemed to have been given on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying "next day delivery"; or (d) three days after being sent by registered or certified mail, postage prepaid, return receipt requested. Any notice, demand or other communication given by a party in connection with this Agreement shall be sent: (a) if to the Company, at its principal business office, and (b) if to a Member at the address set forth on the books and records of the Company which address may be changed by notice forwarded to the Company, in accordance herewith.

30.2 Applicable Law. This Agreement shall be interpreted in accordance with, and the rights of the parties hereunder shall be determined by, the substantive laws of the State of New York (without regard to its conflicts of laws provisions).

30.3 Venue; Waiver of Trial by Jury; and Acceptance of Service of Process. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the courts of the State of New York in [redacted] County. By execution and delivery of this Agreement, each such party hereby (a) accepts the jurisdiction of the aforesaid courts; (b) WAIVES TRIAL BY JURY; (c) waives, to the fullest extent permitted by law, any objection which he, she, or it may now or hereafter have to the venue set forth above; and (d) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees

that service of process may be made on such party by mailing a copy of the summons to his, her, or its respective address.

30.4 Severability. If any provision of this Agreement shall be declared invalid, cause the Company not to be treated for income tax purposes as a partnership, then and in any of such events, such provision(s) shall be deemed to be invalid, and notwithstanding any such invalidity, the remaining provisions of this Agreement shall remain in full force and effect as if such invalid provisions(s) had not been a part hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as part of this Agreement, a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

30.5 Waiver. Each party's obligations under this Agreement are for the sole benefit the other parties and by such party(ies), in whole or in part, to the extent permitted by applicable law. Any consent or waiver executed in writing by a party shall be binding upon such party from and after the date of execution thereof unless a later or earlier date is specified therein. Any delay or failure to exercise any remedy or right under this Agreement (whether a default exists or not) shall not be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

30.6 Dispute Resolution. Except as otherwise provided herein, should any dispute between the parties arise under this Agreement, the parties shall endeavor to negotiate in good faith for a period of up to thirty (30) days in an attempt to settle the dispute. If the parties are unable to settle the dispute within such thirty (30) day period and do not agree in writing to extend such period, then either party shall be entitled to seek any and all available legal remedies.

30.7 Benefit. Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and to their respective heirs, executors, administrators and assigns; provided, however, that (a) none of the provisions of this Agreement shall be for the benefit of nor shall they be enforceable by any creditor of the Company or of any Member, and (b) any heir, executor, administrator and assign must comply with the requirements of **Article 8.**

30.8 Further Assurances. The parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may reasonably be necessary or appropriate to achieve the purposes set forth in this Agreement.

30.9 Construction. As used in this Agreement, the masculine gender shall include the feminine or neuter gender and the neuter gender shall include the masculine or feminine gender, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it shall be of no application and is expressly waived.

30.10 Execution; Counterparts. This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement. The signature by any Member on any one of the counterparts shall bind such Member to the terms hereof at such time as said Member delivers such executed counterpart to the Company. Such executions may be transmitted to the Company and/or the other Members by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, and such means of delivery will have the same effect as physical delivery of the paper document bearing the original signature.

30.11 Headings. All headings and captions in this Agreement are for convenience of reference only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

30.12 Entire Agreement. This Agreement (including the exhibits hereto) is the entire agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda, and other such communications, whether written or oral.

30.13 Assignment. Except as otherwise explicitly permitted herein (including, without limitation, pursuant to **Section 8.2(a)**), this Agreement may not be assigned, except with the prior written consent of the other party (or parties) to this Agreement. For the avoidance of doubt, any change of control (i.e., equity ownership of Fifty Percent (50%) or more and/or management control by contract or otherwise), directly or indirectly, of the ownership of any entity Member in any one transaction or a series of related transactions, or the sale, assignment, or acquisition of all, or substantially all, of the property of any Member, by merger, consolidation, purchase, or otherwise (a "Change of Control"), or any change of trustee of a trust Member, shall be deemed to be an assignment pursuant to this **Section 30.12**. If consent to assignment is not granted by the Company and if the Change of Control is not permitted under the provisions of Article 8, the Company shall have the right to cause the Company purchase the Interests of such Member for the value determined in accordance with **Article 9**.

30.14 Remedies for Breach; Indemnity. In the event that any party to this Agreement fails or refuses to comply with or breaches any of the provisions, terms, covenants or conditions of this Agreement, then the aggrieved party or parties shall be indemnified, defended and held harmless by the breaching or defaulting party and the aggrieved party shall recover all losses and damages suffered, and costs and expenses incurred, including reasonable attorneys' fees suffered or incurred by said aggrieved party or parties resulting from, relating to or incident to (a) a breach, misrepresentation, failure to perform or nonfulfillment by the breaching or defaulting party of the provisions, terms, covenants or conditions of this Agreement, and (b) any act or conduct by a Member that is not covered by insurance maintained by the Company, including, without limitation, sexual harassment or other form of illicit or illegal conduct. Regardless of and in addition to any right to damages the aggrieved party or parties may have, the aggrieved party or parties shall be entitled to immediate injunctive relief to restrain a violation or threatened violation of the provisions of this Agreement or to specifically enforce the provisions hereof. Except as otherwise provided herein, all rights and remedies set forth in this Agreement

shall be in addition to and not exclusive of any other rights or remedies now or hereafter existing at law or in equity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Members have caused this Operating Agreement to be executed as of the date first above written.

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

EXHIBIT A

CAPITAL CONTRIBUTIONS AND MEMBERSHIP UNITS

CLASS A MEMBERS

MEMBER	CONTRIBUTION	PERCENTAGE INTERESTS	MEMBERSHIP UNITS
[redacted]		50%	50
		50%	50

CLASS B MEMBERS

MEMBER	CONTRIBUTION	PERCENTAGE INTERESTS

EXHIBIT B

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

EXHIBIT C

DECISIONS REQUIRING A SUPER-MAJORITY VOTE OF THE BOARD OF MANAGERS

1. The Company's dissolution, liquidation, merger, consolidation, reorganization, bankruptcy, or recapitalization;

2. Sale, transfer or other disposition of all or substantially all of the Company's assets, whether in one transaction or in a series of transactions;

3. Borrowing, incurrence, assumption or guaranty of indebtedness of an amount exceeding $500,000.00, including, the execution on the Company's behalf of any and all loan agreements, indebtedness instruments, promissory notes, security instruments, financing statements, guarantees, and assurances, or any such other document or instruments executed in connection therewith;

4. Execution of any personal property leases, operating leases, or capital leases that separately (not collectively) obligate the Company on an annual basis for $1,000,000.00 or more;

5. Capital expenditure exceeding $500,000.00 per item;

6. Purchase of all or substantially all of the assets or the equity of another business or entity, whether in one transaction or in a series of transactions;

7. Establishment of another business line unrelated to the operation of the Business;

8. Purchase or lease of any real property;

9. Changing or permitting to be changed in any substantial way the accounting process and procedures employed in keeping the books of account or preparing financial statements or income tax returns of the Company;

10. Determination of an Involuntary Withdrawal Event as to any Member;

11. Hiring and firing of all professional employees and such other employees and agents that provide material services to the Company

12. Approval of strategic plan and annual operating budget.

13. Changes to the organization documents

14. Admission of new Member(s), but only where Board approval is required pursuant to Article 8.

15. Organization or dissolution of new legal entities controlled by SP NY

16. Transfer of SP NY interests to a third party, but only where Board approval is required pursuant to Article 8.

17. Until the expiration of the Start-Up Period, distribution of profits, other than for tax purposes.

EXHIBIT D

[Chart Showing Percentage Ownership of [redacted] down to Individual Level]

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: NORTH SHORE-LIJ GREEN VENTURES, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NASS

FILED:05/26/2015 DURATION:********* CASH#:150526000854 FILM #:150526000824
DOS ID:4764174

FILER:

NORTH SHORE-LONG ISLAND JEWISH
HEALTH SYSTEM
145 COMMUNITY DRIVE
GREAT NECK, NY 11021

EXIST DATE
05/26/2015

ADDRESS FOR PROCESS:

THE LLC
ATTN.: GENERAL COUNSEL 145 COMMUNITY DRIVE
GREAT NECK, NY 11021

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: C T CORPORATION SYSTEM - 07 SERVICE CODE: 07 *

FEES	235.00	PAYMENTS	235.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	235.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 27, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

CT-07

150526000

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ARTICLES OF ORGANIZATION

OF

NORTH SHORE-LIJ GREEN VENTURES, LLC

Under Section 203 of the
Limited Liability Company Law

THE UNDERSIGNED, desiring to form a Limited Liability Company under and pursuant to the laws of the State of New York, does hereby certify:

FIRST: The name of the Limited Liability Company is North Shore-LIJ Green Ventures, LLC (the "Company").

SECOND: The office of the Company shall be in the County of Nassau within the State of New York.

THIRD: The Company shall continue to exist until dissolved or terminated as provided in the Operating Agreement of the Company.

FOURTH: The Secretary of State of the State of New York is designated as the agent of the Company upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any such process served upon him is to the Company, 145 Community Drive, Great Neck, New York 11021, Attn.: General Counsel.

FIFTH: The purpose of the Company shall be to pursue any lawful business purpose or purposes, except to do any business for which another statute of the State of New York or any other applicable jurisdiction specifically requires some other business entity or natural person to be formed or used for such business.

(Signature Page to Follow)

IN WITNESS WHEREOF, the undersigned has hereunto executed these Articles of Organization for the Limited Liability Company on the 26 day of May, 2015 and affirms that the statements herein are true under the penalties of perjury.

Laurence A. Kraemer
Organizer

CT-07

824

ARTICLES OF ORGANIZATION

OF

NORTH SHORE-LIJ GREEN VENTURES, LLC

UNDER SECTION 203 OF THE LIMITED LIABILITY COMPANY LAW

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 26 2015
TAX $
BY: MBA

FILED
2015 MAY 26 PM 3:37

FILED BY:

NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM
145 COMMUNITY DRIVE
GREAT NECK, NEW YORK 11021

RECEIVED
2015 MAY 26 PM 12:09

DRAWDOWN

Cust Ref 9562075CAS

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OPERATING AGREEMENT

OF

NORTH SHORE-LIJ GREEN VENTURES, LLC

This **OPERATING AGREEMENT** (this "**Agreement**") dated as of the 26th day of May, 2015 of NORTH SHORE-LIJ GREEN VENTURES, LLC, a New York limited liability company (the "**Company**"), with offices at 145 Community Drive, Great Neck, New York 11021, by its sole member, North Shore Health System Enterprises, Inc. ("**Enterprises**").

W I T N E S S E T H:

WHEREAS, the Member caused a limited liability company to be formed under the laws of the State of New York under the name of North Shore-LIJ Green Ventures, LLC on May 26, 2015; and

WHEREAS, the Member desires to set forth respective rights and obligations pursuant to and in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, the party hereto hereby covenants and agrees as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms and phrases shall have the meanings indicated:

"**Act**" shall mean the New York Limited Liability Company Law, as amended from time to time.

"**Agreement**" shall mean this Operating Agreement.

"**Articles of Organization**" shall mean the Company's Articles of Organization as filed with the Secretary of State of the State of New York on May 26, 2015.

"**Business Day**" shall mean a day other than a Saturday, Sunday or any day on which banking institutions in New York are required or authorized to close.

"**Capital Account**" of a Member means the account maintained in accordance with Article IX hereof.

"**Capital Contributions**" shall mean the amounts contributed by the Member pursuant to the provisions of Section 4.2 hereof.

"**Capital Proceeds**" shall mean the net cash proceeds to the Company, after retirement of applicable debt and expenses and the creation of reasonable reserves, which proceeds have been

realized from the sale or other disposition of all or a substantial portion of the Company's assets or business, other than the sale of assets in the ordinary course of business, in a single transaction or series of related transactions.

"**Cash Flow**" shall mean all cash funds derived from operations of the Company without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by a Supermajority in Interest of the Members.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding Federal tax statute enacted after the date hereof, together with Treasury Regulations promulgated thereunder. A reference to a specific section [§] of the Code refers not only to that section but also to any corresponding provision of any Federal tax statute enacted after the date hereof, as that section or provision is in effect as of the date the provisions of this Agreement containing such reference are applied.

"**Company**" shall mean the limited liability company created pursuant to the filing of the Articles of Organization in the office of the Secretary of State of the State of New York and known as "North Shore-LIJ Green Ventures, LLC" and which is continued under and pursuant to the Act and this Agreement.

"**Fiscal Year**" shall mean the calendar year.

"**Gain(s)**" **or** "**Loss(es)**" shall mean for each Fiscal Year the gain(s) or loss(es) recognized by the Company for purposes of maintaining the Capital Accounts of the Company (computed in accordance with Federal income tax principles except that the gain on assets contributed to the Company or revalued by the Company pursuant to the Treasury Regulations promulgated under Section 704(b) of the Code shall be computed based on the value at which such assets were recorded on the books of the Company as reduced by depreciation computed based on such value) upon the sale or disposition of any property of the Company other than the sale or other disposition of (1) inventory assets in the ordinary course of business, and (2) furniture, fixtures or equipment disposed of as part of the normal replacement of such items.

"**IRS**" shall mean the Internal Revenue Service.

"**Member**" **or** "**Members**" shall mean Enterprises, its successors and assigns.

"**Membership Interest**" when used with respect to any Member, shall mean that percentage of the total interest in the Company owned by such Member (which is set forth opposite the name of such Member on **Schedule A** annexed hereto).

"**Net Profits**" **or** "**Net Losses**" shall mean, for any period, the net profits (other than Gains) or net losses (other than Losses) of the Company during such period for purposes of maintaining the Capital Accounts of the Company computed in accordance with Federal income tax principles except that depreciation with respect to assets contributed to the Company or revalued by the Company pursuant to the Treasury Regulations promulgated under Section

704(b) of the Code shall be computed based on the value at which such assets were recorded on the books of the Company.

"**Person**" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

"**Percentage Interest**" of a Member means, at any particular time, a ratio, expressed as a percentage, which is the ratio that the Membership Interest of such Member bears to the total Membership Interest of all the Members.

"**Pro Rata Share**" of a Member means the Percentage Interest of such Member.

"**Treasury Regulations**" means the income tax regulations, including temporary regulations, promulgated under the Code, as amended (and including corresponding provisions of successor regulations).

"**Transfer**" means any sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance of all or any portion of a Membership Interest other than a pledge of Membership Interests to secure and debts or obligations of the Company.

ARTICLE II
FORMATION

Section 2.1 Name. The name of the Company is North Shore-LIJ Green Ventures, LLC, a limited liability company formed under the Act. The business of the Company may be conducted upon compliance with all applicable laws under any other name designated by the Member.

Section 2.2 Term. The Company was formed on May 26, 2015 as a limited liability company under the laws of the State of New York and, to that end, has filed Articles of Organization with the Secretary of State of the State of New York. The Company shall continue in existence until dissolved or wound up pursuant to the Act or any provisions of this Agreement.

Section 2.3 Registered Agent. The Company's registered agent for service shall be the Secretary of State of the State of New York. The post office address to which the Secretary of State of the State of New York shall mail a copy of any process against the Company served upon said Secretary shall be the address set forth in the Articles of Organization.

Section 2.4 Place of Business. The Company's principal office shall be located at 145 Community Drive, Great Neck, New York or such other place as the Board may from time to time determine.

Section 2.5 Issuance of Certificates. The Company will not issue any certificates representing the Membership Interest of a Member in the Company but will, at the written request of a Member, provide a certified statement of the Member's Membership Interest in the Company as of the date the statement is provided.

ARTICLE III
POWERS AND PURPOSES

Section 3.1 Purposes. The purpose of the Company shall be to pursue any lawful business purpose or purposes, except to do any business for which another statute of the State of New York or any other applicable jurisdiction specifically requires some other business entity or natural person to be formed or used for such business (the "**Business**").

Section 3.2 Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3.1 hereof, including the power to conduct its business, carry on its operations and have and exercise the power granted to a limited liability company by the Act that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company.

Section 3.3 Title to Properties. The Company's interest in the Business and its assets and properties shall be held in the name of the Company and not any individual Member.

ARTICLE IV
MEMBERSHIP; CAPITAL CONTRIBUTIONS

Section 4.1 Member. The Member has a Membership Interest in the Company as set forth opposite its name on said **Schedule A**. The Member hereby agrees that a Membership Interest in the Company shall for all intents and purposes be classified as personal property. A Member has no interest in specific Company property. The Members shall act by either vote of a majority of the Membership Interest at a meeting or by unanimous written consent.

Section 4.2 Capital Contributions. No Member shall be required to make any Capital Contributions.

Section 4.3 No Priority. Except as otherwise specifically set forth herein, no Member shall have the right to demand or receive property other than cash in return of a capital contribution or as to distribution of income.

Section 4.4 Withdrawal from the Company; Partition. The Company shall have no obligation to purchase any Membership Interest held by a Member. Except as otherwise expressly provided in this Agreement, no Member may partially or completely Transfer its Membership Interest, withdraw, or resign from the Company.

Section 4.5 Other Business Ventures. The Member, and any affiliate of any Member, may engage in or possess an interest in any other business venture, of every nature and description, independently or with others, whether or not competitive with the business of the Company, and neither the Company nor any future Members shall have any rights by virtues of this Agreement in or to such other ventures or the income derived therefrom.

ARTICLE V
MANAGEMENT; RIGHTS AND DUTIES OF THE MANAGER

Section 5.1 Management of the Company. The day-to-day operation and management of the Company's business shall be conducted by a Board of Managers (the "**Board**") appointed by the Member, except that (a) any single transaction (or series of related transactions) with a dollar value in excess of $100,000 shall require the vote or consent of the Member, and (b) those matters requiring vote by the members under the Act shall be reserved to the Member. At the option of the Board, the Board may delegate such of its duties as the Board may determine to one or more officers appointed by the Board.

Section 5.2 Compensation. No Manager or officer shall be entitled to any compensation from the Company for the performance of management duties under this Agreement.

Section 5.3 Tax Matters Member. Enterprises is designated the "tax matters partner" of the Company, as that term is used in Section 6231(a)(7) of the Code. Enterprises, acting as the "tax matters partner," may enter into an agreement, with the IRS with respect to the tax treatment of any Company income, gain, loss, deduction, or credit and, to the extent permitted under the Code, may expressly agree that such agreement shall bind the other Members. In addition to all other powers given under Section 6231(a)(7) of the Code, Enterprises shall have all other powers needed to perform fully hereunder, including the power to retain all attorneys and accountants and the right to manage administrative tax proceedings conducted at the Company level by the IRS with respect to Company matters. Expenses of such administrative proceedings undertaken by the "tax matters partner" shall be paid for out of the Company's assets.

Section 5.4 No Exclusive Duty to Company. The Member, the Board and any officers shall not be required to devote full working time to the Company. The Member, the Board and any officers shall not be obligated to present to the Company other investment opportunities which come to its attention, even if such opportunities might be suitable for investment by the Company.

ARTICLE VI
MEETINGS; AMENDMENTS

Section 6.1 Meetings. A Meeting may be called by the Member, but the Company is not required to hold any annual meeting. Meetings of the Board may be called from time to time by one or more of the Managers upon reasonable notice to the other Managers. Actions to be taken by the Board shall be approved by a majority of the Managers. The Board may take action without a meeting provided consent to such action is signed by all of the Managers. Any one or more Managers may participate in a meeting of the Board by means of conference telephone or similar communications, and such communication shall constitute presence at the meeting. Notice of a meeting need not be given to any Manager who submits a waiver of notice, either before or after, or who attends the meeting without protesting a lack of notice.

Section 6.2 Amendments. Any amendment to this Agreement shall require the prior written consent of the Member.

ARTICLE VII
OFFICERS

Section 7.1 Officers Enumerated. At the option of the Board, the Company may have one or more officers, which may include a President, one or more Senior Vice Presidents and/or Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may in its discretion elect. Any two or more offices may be held by the same person.

Section 7.2 Election and Term of Office. All officers shall be elected by the Board by unanimous written consent or at its first meeting held after the annual election of the Managers. The officers need not be Managers. Unless elected for a lesser term, and subject always to the right of the Board to remove an officer with or without cause, each officer shall hold office for one year and until such officer's successor has been elected and qualified. Notwithstanding the foregoing, the initial officers shall be appointed by the Member by written consent.

Section 7.3 President. The President, subject to the determinations of the Board, shall have general control and management of the business, property and affairs of the Company. The President shall preside at all meetings of Members and, if he is a Manager, of the Board. In the absence or incapacity of any other officer of the Company, the President shall have the authority and may perform the duties of that officer.

Section 7.4 Senior Vice Presidents and Vice Presidents. Each Senior Vice President and Vice President, if any, shall, in the absence or incapacity of the President and in order of seniority as determined by the Board, have the authority and perform the duties of the President. Each Senior Vice President and each Vice President, if any, shall have such other authority and perform such other duties as the Board may prescribe.

Section 7.5 Secretary. The Secretary (a) shall attend all meetings of the Board and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, (b) shall perform like duties for committees of the Board when required, (c) shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board, and (d) shall have such other authority and perform such other duties as usually pertain to the office or as may be prescribed by the Board.

Section 7.6 Treasurer. The Treasurer (a) shall have the care and custody of all the moneys and securities of the Company, (b) shall keep, or cause to be kept, complete and accurate books of account of all moneys received and paid on account of the Company, (c) shall sign instruments as require the Treasurer's signature, and (d) shall have such other authority and perform such other duties as usually pertain to the office or as the Board may prescribe.

ARTICLE VIII
EXPENSES

Section 8.1 Expenses. The Company shall pay all of the Company's expenses (which expenses shall be billed directly to the Company or reimbursed to the Member) which may include (i) all costs of personnel employed by the Company and involved in the business of, or who perform services for, the Company, (ii) all costs of borrowed money and taxes applicable to the Company, (iii) all costs for goods and materials, whether purchased by the Company directly or by the Member on behalf of the Company, (iv) legal, audit, accounting and other fees, (v) expenses of revising, amending, converting, modifying or terminating the Company, (vi) expenses in connection with distributions made by the Company to the Member, and communications and bookkeeping and clerical work necessary in maintaining relations with the Member, (vii) costs incurred in connection with any litigation in which the Company is involved, as well as in the examination, investigation or other proceedings conducted by any regulatory agency of the Company, including legal and accounting fees incurred in connection therewith, (viii) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Company, and costs of any computer services or equipment or services of personnel used for or by the Company, and (ix) fees and expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, consultants, accountants and appraisers.

ARTICLE IX
CAPITAL ACCOUNTS

Section 9.1 Capital Account. A separate Capital Account shall be maintained for each Member. For purposes hereof, a "Capital Account" shall mean, with respect to any Member, the capital account determined and maintained for such Member in accordance with the rules of Treasury Regulations.

In the event all or any part of any Member's Membership Interest is transferred, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

The foregoing provisions and the other provisions of this Agreement relating to the determination and maintenance of Capital Accounts are intended to comply with Treasury Regulation § 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulation. In the event the Member shall determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases thereto, are determined and maintained in order to comply with such regulation, the Member may make such modification.

ARTICLE X
NET PROFITS, NET LOSSES, GAINS AND LOSSES

Section 10.1 Disregarded Entity. During the period of time that the Member is the sole Member, the Company shall be treated as a disregarded Entity for tax purposes and for the allocation of net profits, net losses, gains and losses. In the event that there is more than one Member, then the provisions of Section 10.2 through Section 10.5 shall apply.

Section 10.2 Allocation of Net Profits and Net Losses. For the purpose of maintaining the Capital Accounts of the Company, all Net Profits for each fiscal year shall be allocated among the Members in proportion to their respective Membership Interests. Net Losses for each fiscal year shall be allocated among the Members in proportion to their respective Membership Interests; provided, however, that if and when any, but not all, of the Members have positive Capital Account balances, Net Losses shall be allocated to such Members in proportion to such positive balances up to an amount necessary to reduce such balances to zero and then among all Members in proportion to their respective Membership Interests.

Section 10.3 Allocation of Gains and Losses. Any Gains resulting in a fiscal year of the Company shall be allocated at the end of such year to the Members for purposes of maintaining the Members' Capital Accounts (and as adjusted pursuant to Section 10.5 hereof, for income tax purposes) (i) first, to all Members having negative Capital Account balances in proportion to such negative balances up to an amount necessary to eliminate such negative balances, and (ii) then to the Members in accordance with their respective Membership Interests; provided, however, that if the Members' positive Capital Account balances, if any, are not in the ratio of the Members' Membership Interests, Gain shall first be allocated to bring the Members' respective positive Capital Account balances into such ratio and then in accordance with their respective Membership Interests. Any Losses resulting in a fiscal year shall be allocated at the end of such year to the Members for purposes of maintaining the Members' Capital Accounts (and as adjusted pursuant to Section 10.5 hereof, for income tax purposes) in the same manner as Net Losses are allocated pursuant to Section 10.2 hereof.

Section 10.4 Special Allocations. Notwithstanding Section 10.2 hereof, appropriate adjustments shall be made to the allocations to the extent required to comply with the "qualified income offset", "minimum gain chargeback", "partner nonrecourse debt minimum gain chargeback", "nonrecourse deductions" (which shall be allocated among the Members in proportion to their Membership Interests) and "partner nonrecourse deductions" rules of the Treasury Regulations promulgated pursuant to Section 704(b) of the Code. To the extent permitted by such Treasury Regulations, the allocations in such year and subsequent years shall be further adjusted so that the cumulative effect of all the allocations shall be the same as if all such allocations were made pursuant to the allocation provisions hereof without regard to this Section 10.4.

Section 10.5 Tax Allocations. Net Profits, Net Losses, Gains And Losses for income tax purposes shall be allocated in the same manner as Net Profits, Net Losses, Gains and Losses are allocated for purposes of maintaining the Members' Capital Account balances hereunder, except that appropriate adjustments shall be made to take account of the difference between the amount at which the assets are reflected on the Company's books and the adjusted basis of such assets for income tax purposes under the principles of Section 704(c) of the Code and the Treasury Regulations thereunder, as further explained in the Treasury Regulations promulgated under Section 704(b) of the Code.

ARTICLE XI
CASH DISTRIBUTIONS

Section 11.1 Interest. The Member shall not be entitled to interest on its Capital Contribution, or to withdraw any part of its Capital Account, or to receive any distribution from the Company, except as specifically provided in this Agreement or by law.

Section 11.2 Time of Distributions. All distributions of Cash Flow and Capital Proceeds shall be made at such time and with respect to such periods as the Member may determine.

Section 11.3 Distribution of Cash Flow and Capital Proceeds. All Cash Flow and Capital Proceeds received by the Company shall be applied or distributed to the Member. In the event that there is more than one Member, then all Cash Flow and Capital Proceeds received by the Company shall be applied or distributed pro rata in accordance with their respective Membership Interests.

ARTICLE XII
TERMINATION AND DISSOLUTION

Section 12.1 Termination of the Company. The Company shall be terminated and dissolved and its affairs wound up upon:

(a) The Member shall make a determination that the Company should be dissolved; or

(b) The sale or other disposition by the Company of all or substantially all of its assets unless the Company as part of the consideration for any such sale or other disposition acquired a security interest or a lien on all or substantially all of such assets, in which case the Company shall be dissolved following the sale by it of its entire interest in such security interest or lien or receipt in full of payment thereof; or

(c) When required by applicable law.

The Company shall not terminate the Member solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of a Member of the Company or a substantial part of such Member's property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action.

Section 12.2 Liquidation Distributions. The net cash proceeds of a dissolution and liquidation of the Company shall be applied as follows:

(a) First, to payment of the Company's debts and liabilities to creditors and the expenses of liquidation;

(b) Then, of the balance, to the setting up of such reserves as the Person responsible for the winding-up of the Company's affairs, pursuant to Section 12.4 hereof, may reasonably

deem necessary for any contingent liabilities of the Company, to be held by such Person for such period he shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(c) Then, of the balance, to payment of the Company debts and liabilities to the Member; and

(d) Then, the balance, if any, to the Member.

Section 12.3 Liquidation of Assets and Application of Proceeds. Upon the dissolution of the Company, the Person responsible for the winding-up of the Company's affairs, shall liquidate and reduce to cash the Company's assets as promptly as is consistent with obtaining the fair value thereof and apply and distribute the proceeds of such liquidation in accordance with the provisions of Section 12.2 hereof. In connection with any such winding-up and liquidation, the Company's accountants shall audit the Company's balance sheet as of the date of dissolution and such balance sheet shall promptly be furnished to the Member.

Section 12.4 Dissolution and Winding-up. Upon dissolution, the Member shall look solely to the assets of the Company for the return of cash investment.

Section 12.5 Continuing Governance. In the event of dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of this Agreement during the winding-up of the Company's business and affairs.

ARTICLE XIII
INDEMNIFICATION

Section 13.1 Third Party Actions. The Company shall indemnify any Member, Manager, or officer, including the Tax Matters Partner, who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he is or was a Member, Manager, officer, agent, or employee of the Company, against any and all expenses (including reasonable attorneys' fees and disbursements), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him, her or it in connection with such action, suit or proceeding, if he acted in good faith and in a manner which he reasonably believed to be in, or at least not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or at least not opposed to, the best interests of the Company. The Company's indemnification obligations hereunder shall survive the termination of the Company.

Section 13.2 Advances of Expenses. Expenses of each person indemnified hereunder, which were incurred in defending against a civil, criminal, administrative or investigative action,

suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, if authorized by the Member following receipt of a written promise by or on behalf of such indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company.

Section 13.3 Nonexclusivity. The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law.

ARTICLE XIV
BANK ACCOUNTS, BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 14.1 Bank Accounts. All funds of the Company shall be deposited in such checking accounts, savings accounts, time deposits, or certificates of deposit in the Company's name or shall be invested in the Company's name, in such manner as shall be designated by the Board from time to time. Company funds shall not be commingled with those of any other Person. Company funds shall be used by the Board only for the business of the Company and for distribution to the Member in accordance with this Agreement.

Section 14.2 Availability of Books and Records. At all times during the Company's existence, the Board shall keep or cause to be kept full and true books of account in accordance with the accounting method followed by the Company for Federal income tax purposes, which shall be on the accrual basis, and otherwise in accordance with tax accounting principles, which shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. Such books of account, together with a copy of this Agreement and any amendments thereto, shall at all times be maintained at the principal place of business of the Company. The Member or its duly authorized representative shall have the right at any time to inspect and copy from such books and documents and other books, records and property of the Company during normal business hours upon reasonable notice.

Section 14.3 Taxable Year. The Company's taxable year and fiscal year shall be the calendar year.

ARTICLE XV
MISCELLANEOUS

Section 15.1 Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when received by the respective parties. Such notice shall be sent by facsimile transmission or mailed by certified mail, return receipt requested, or nationally recognized overnight courier, to the respective parties at the following addresses as set forth in **Schedule A** attached hereto (or at such other address as any party may request in writing). The same shall be deemed given or made if delivered personally or by facsimile or nationally recognized overnight courier (with receipt acknowledged), on the date of delivery, or if mailed by certified mail, postage prepaid (return receipt requested) and separately addressed, five (5) days after deposit in the U.S. mails, to the intended recipient at the address specified in accordance with this Agreement. Any notice delivered personally or by facsimile shall be

followed on the same day by written notice sent via certified mail, return receipt requested, or nationally recognized overnight courier delivery service.

Section 15.2 Person and Gender. The masculine gender shall include the feminine and neuter genders; the singular shall include the plural.

Section 15.3 Complete Agreement. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner without the consent of the Member. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Section 15.4 Specific Performance. The Company and the Member acknowledge and agree that in the event of any actual or prospective breach or default by any party, the non-breaching parties would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that the Company and the Member waive the defense in any such action for specific performance that a remedy at law would be adequate and that the Member, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance.

Section 15.5 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Section 15.6 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

Section 15.7 Governing Law. Irrespective of its place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York and the Act as now in effect or as may hereafter be amended shall govern the limited liability company aspects of this Agreement.

Section 15.8 Headings. The article titles in this Agreement are solely for convenience of reference and shall not affect its interpretation.

Section 15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

*

[Signature page follows.]

IN WITNESS WHEREOF, the Member hereto has executed this Agreement on the date first above written.

MEMBER:

NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

By: _____

Robert S. Shapiro
Executive Vice President and Chief Financial Officer

SCHEDULE A

Members

Name and Address	Membership Interest
NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC. 150 Community Drive Great Neck, New York 11021	100%
Total:	**100%**

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 13, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CERTIFICATE OF INCORPORATION
OF
NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

UNDER SECTION 402 OF
THE BUSINESS CORPORATION LAW

THE UNDERSIGNED, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York, does hereby certify:

FIRST. The name of the corporation shall be **NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.** (hereinafter the "Corporation").

SECOND. The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be formed under the laws of the State of New York provided that the Corporation is not formed to engage in any act or activity requiring the approval of any state department, official, board, agency or other body.

THIRD. The county within the State of New York in which the office of the Corporation is to be located is the County of Nassau.

FOURTH. The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares all of which are to be without par value. All such shares are of one class and are designated as Common Shares.

FIFTH. The Secretary of State of the State of New York is hereby designated as the agent for the Corporation upon whom any process against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation served upon him is North Shore Health System, 150 Community Drive, Great Neck, New York, 11021, Attention: Legal Affairs Department.

SIXTH. The undersigned incorporator is a natural person of the age of eighteen (18) years or older.

(1)

IN WITNESS WHEREOF, this certificate has been executed the 15th day of March, 1996 and I affirm the statements contained herein are true under the penalty of perjury.

Sole Incorporator
Eric P. Meyerowitz, Esq.
Winston & Strawn
200 Park Avenue
New York, N.Y. 10166

960319000411

Nassau

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 19 1996
TAX $ 50.00
BY: [illegible]

Acct's

INDEX NO

YEAR 19

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

Under Section 402 of the
Business Corporation Law

WINSTON & STRAWN

Attorneys for

Office and Post Office Address, Telephone

200 PARK AVENUE

NEW YORK, NY 10166-4193

(212) 294-6700

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NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

BY-LAWS

As amended through May 21, 2015

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TABLE OF CONTENTS

Article I	Name	1
Article II	Shareholder	2
Article III	Board of Directors	3
Article IV	Meetings of the Board of Directors	5
Article V	Corporate Officers	7
Article VI	Committees	10
Article VII	Funds and Property	12
Article VIII	Indemnification	13
Article IX	Amendments	16
Article X	Miscellaneous	17
Article XI	Shares and Their Transfer	19

Article I

Name

Section 1.1 **Name**. This corporation shall be known as North Shore Health System Enterprises, Inc. (hereinafter the "Corporation").

Article II

Shareholder

Section 2.1 **Shareholder**. The sole shareholder of the Corporation shall be North Shore–Long Island Jewish Health System, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (hereinafter in such capacity referred to as the "Shareholder").

Section 2.2 **Annual Meeting**. The Annual Meeting of the Shareholder for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held each year on such date and at the place and time as may be fixed by the Shareholder.

Section 2.3 **Special Meetings.** Special meetings of the Shareholder may be called by the Chairman of the Board or by order of the Board of Directors when deemed expedient.

Section 2.4 **Action by Shareholder**. Any action to be taken by the Shareholder pursuant to these By-laws shall be deemed to have been validly taken if either: (i) it is taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed by either the Chairman, Chief Executive Officer or another officer of the Shareholder; or (ii) it is taken in the form of a validly taken action of the Board of Trustees or of the Executive Committee of the Shareholder.

Article III

Board of Directors

Section 3.1 **Duties and Responsibilities**. The Corporation shall be managed by the Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the affairs and property of the Corporation as it may deem proper, not inconsistent with the laws of the State of New York, the Certificate of Incorporation of the Corporation or these By-laws.

Section 3.2 **Number of Directors**. The number of Directors constituting the entire Board of Directors of the Corporation shall initially be the number of Directors elected and in office immediately after the Annual Meeting of the Shareholder held in 2000. At all times after such Annual Meeting, the number of Directors may be changed and fixed from time to time by a vote of the Shareholder, by the actions of electing, removing or accepting the resignations of Directors, with the number of Directors elected and in office at any time being the number so fixed. The number of Directors in office at any given time shall constitute the entire Board for purposes of the Business Corporation Law. The Chief Executive Officer of the Corporation shall at all times, by virtue of his or her office, be a voting member of the Board of Directors and shall for all purposes of these By-laws be counted as such in determining the number of Directors constituting the entire Board of Directors of the Corporation.

Section 3.3 **Qualifications of Directors**. Persons elected to the Board of Directors shall be of good moral character and reputation and of suitable age and discretion. In selecting Directors, consideration should be given to the candidate's:

(a) demonstrated interest in the objectives and purposes of the Corporation;

(b) willingness to accept responsibility for governance, including availability to participate actively in matters related to the Corporation;

(c) areas of interest and expertise; and

(d) experience in organizational and communal activities.

Section 3.4 **Election of Directors**. Directors shall be elected, and newly created Directorships or vacancies shall be filled, by the Shareholder in accordance with Article II. Newly created Directorships and vacancies may also be filled by the Shareholder as provided in Section 3.6.

Section 3.5 **Term of Office of Directors**. Directors shall be elected to serve for a term of one year or until their successors are elected and qualified.

Section 3.6 **Newly Created Directorships; Vacancies**. Newly created Directorships resulting from an increase in the number of Directors, and vacancies among such Directorships occurring for any reason, may be filled by vote of the Shareholder. A Director elected to fill a vacancy shall hold office until the next Annual Meeting of the Shareholder or until his or her successor is elected and qualified.

Section 3.7 **Resignation**. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board, or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof.

Section 3.8 **Compensation**. Directors shall not receive compensation for serving as Directors, provided however that nothing herein shall be construed to prevent a Director from serving the Corporation in another capacity for which compensation is received. No Director shall be permitted to vote on the compensation to be paid to him or her in any capacity, provided that the presence of such Director may be counted in determining the presence of a quorum.

Section 3.9 **Removal of Directors**. Any Director may be removed for cause by a vote of the Shareholder or by a vote of the Board of Directors, provided there is a quorum of not less than a majority present at the meeting of Directors or the Shareholder at which such action is taken. Any Director may also be removed without cause by the Shareholder. At least five days' notice that the removal for cause of such Director will be considered at a meeting of either the Board of Directors or the Shareholder shall be given to the Directors or to the Shareholder, as applicable.

Article IV

Meetings of the Board of Directors

Section 4.1 **Annual Meeting**. The Annual Meeting of the Board of Directors for the election of Corporate Officers of the Corporation and for the transaction of such other business as may properly come before the Board shall be held in the month of June, July or August of each year, on such date in such month and at the place and time as may be fixed by the Board of Directors, or at such other place and time as shall be established from time to time by the Board of Directors.

Section 4.2 **Regular Meetings**. Regular meetings of the Board of Directors shall be held at such times and places as may be determined by the Board of Directors.

Section 4.3 **Special Meetings**. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board, or by the Chairman-Elect or any Vice Chairman in the absence of the Chairman of the Board, and shall be called by the Secretary upon the written request of not less than ten percent of the members of the Board of Directors. Special meetings shall be held at the offices of the Corporation or at such other place as may be designated in the notice of the meeting, and at the time and date specified in the notice of the meeting or in the waiver of notice thereof.

Section 4.4 **Notice of Meeting**. All meetings of the Board of Directors shall be held upon notice. Notice of meetings of the Board of Directors shall be mailed to each Director at the address designated by him or her for such purpose or, if none is designated, at his or her last known address, not less than ten days before the day on which the meeting is to be held, or sent by telegram, facsimile transmission or electronic mail to such address or delivered to such Director personally, in each case not less than seven days before the day of such meeting. Notwithstanding the foregoing, special meetings of the Board of Directors may be held with only one day's notice sent by telegram, facsimile transmission or electronic mail, or delivered personally, to each Director at such address. Notice of any meeting of the Board of Directors shall also constitute notice of a meeting of (i) the Shareholder; and (ii) the Executive Committee, if any (to be held at the same place and time as, or in lieu of, such meeting of the Board of Directors in the event a quorum of the Board of Directors is not present at such meeting). Notice of a meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. or of its Executive Committee shall constitute notice of a meeting of the Board of Directors of this Corporation to be held at the same place as and concurrently with or immediately following such meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. or of its Executive Committee, provided that at the time such notice is given, all members of the Board of Directors of this Corporation are members of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. or of its Executive Committee, as the case may be.

Section 4.5 **Waiver of Notice of Meeting**. Notice of any meeting need not be given to any Director who signs a waiver of notice before or after the meeting or who

attends the meeting without protesting prior thereto or at its commencement the lack of notice thereof.

Section 4.6 **Quorum**. Except as may otherwise expressly be required by law or these By-laws, the presence of a number of Directors sufficient to constitute a quorum as provided herein shall be necessary for the transaction of business at all meetings of the Board of Directors. The number of Directors sufficient to constitute a quorum at any time shall be equal to one-third of the entire Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.7 **Voting**. Except as otherwise provided in Section 3.8 of these By-Laws, each Director shall be entitled to one vote on each matter submitted to a vote of Directors. At all meetings of the Board of Directors, all matters shall be decided by the vote of a majority of the Directors present at the time of such vote, if a quorum is present at such time, except as otherwise expressly required by law or by these By-laws.

Section 4.8 **Action by Board of Directors Without a Meeting**. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board of Directors.

Section 4.9 **Telephonic Participation in Meetings**. All members of the Board of Directors shall be permitted to participate in a meeting of the Board of Directors by means of a conference telephone call or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V

Corporate Officers

Section 5.1 **Corporate Officers**. The Corporate Officers of the Corporation shall consist of a Chairman of the Board of Directors (sometimes referred to herein as "Chairman of the Board" or "Chairman"), a Chief Executive Officer, a Treasurer and a Secretary. In addition, the Board of Directors may as it deems appropriate from time to time, elect a President, a Chief Operating Officer, one or more Vice Presidents (including Executive and Senior Vice Presidents), one or more Assistant Secretaries, and such other officers as the Board shall determine to be necessary. The Board of Directors may also elect, from among its number, one or more Vice Chairmen. The Vice Chairmen and other Corporate Officers elected by the Board of Directors shall perform such duties as may be assigned to them from time to time by the Board of Directors. The Chairman and Chairman-Elect, any Vice Chairmen, and the Chief Executive Officer shall be Directors; all other Corporate Officers may, but need not, be Directors. Two or more titles may be held by the same person, but the offices of Chief Executive Officer and Secretary shall not be held concurrently by the same person. The Board of Directors may elect a successor to the Chairman of the Board (the "Chairman-Elect") at such time as the Board of Directors may determine, with one year in advance of the anticipated commencement of his or her term as Chairman of the Board being customary. During the interim period between his or her election as Chairman-Elect and the commencement of his or her term as Chairman of the Board, the Chairman-Elect shall become familiar with the duties of the Chairman of the Board. The Chairman of the Board shall, in his or her reasonable discretion, involve the Chairman-Elect in the decision-making process with respect to matters for which the Chairman of the Board is responsible and permit the Chairman-Elect to attend meetings which the Chairman of the Board would be permitted or required to attend, review documents customarily reviewed or analyzed by the Chairman of the Board, and be privy to all aspects of the Corporation's business and activities. Each person elected under this Section 5.1 shall be a "Corporate Officer."

Section 5.2 **Chairman of the Board**. The Chairman of the Board shall preside at all meetings of the Board of Directors, and shall coordinate the work of all committees. The Chairman of the Board shall be chairman of the Executive Committee, if any, and an *ex officio* voting member of all other Committees of the Board of Directors and Committees of the Corporation, subject to applicable law, and except to the extent precluded by these By-laws and applicable law, shall appoint, and may remove, the members and chairmen of all committees, with the exception of Committees of the Board and other committees whose membership consists of specified officers or other specified persons as may be prescribed in these By-laws. The Chairman of the Board shall have the authority to determine the membership of any committee provided for in these By-laws whose membership is not fixed by these By-laws or whose membership is to be determined as otherwise provided herein. The Chairman of the Board shall select individuals to serve on committees on the basis of their interest in the purposes of the committee and their ability and willingness to participate actively in the work of the committee.

Section 5.3 **Chief Executive Officer**. The Chief Executive Officer shall have all necessary authority with respect to and be responsible for the administration of all departments of the Corporation, subject only to the policies adopted and decisions made by the Board of Directors. The Chief Executive Officer shall recommend to the Board of Directors for its approval the overall strategy of the Corporation and its organizational structure. The Chief Executive Officer shall be the direct executive representative of the Board of Directors in the management of the operations of the Corporation.

Section 5.4 **Treasurer**. The Treasurer shall be responsible for supervision of the care and custody of all funds and securities of the Corporation, shall keep or cause to be kept a full and accurate account of all monies received and paid on account of the Corporation and shall render a statement of accounts whenever the Board of Directors shall require. The Treasurer shall have such other powers and duties as may be assigned from time to time by the Board of Directors.

Section 5.5 **Secretary**. The Secretary (or any Assistant Secretary in the absence of the Secretary) shall record all votes and the minutes of all proceedings of the Board of Directors in a minute book to be kept permanently for such purpose, shall give or cause to be given all notices required by law or by these By-laws, shall have custody of the corporate seal and authority to affix the same to any obligation, instrument or contract executed on behalf of the Corporation and, when so affixed, to attest the same by signature, shall keep and account for all books, documents, papers and records of the Corporation, except those for which another officer or agent is properly accountable, and shall have such other powers and duties as may be assigned from time to time by the Board of Directors.

Section 5.6 **Powers and Duties of Officers**. The powers and duties of the Corporate Officers shall be such as may be prescribed pursuant to these By-laws or from time to time by the Board of Directors and, to the extent not so prescribed, as usually appertain to their respective offices, subject to the control of the Board of Directors.

Section 5.7 **Election; Term of Office of Officers**. Except as provided herein and in Section 5.9 hereof, Corporate Officers shall be elected at the Annual Meeting of the Board of Directors or at such other times at which the Board of Directors may elect a Corporate Officer, and shall hold office until the next Annual Meeting of the Board of Directors or until their successors shall have been elected and qualified.

Section 5.8 **Resignation; Removal of Officers**. Any Corporate Officer may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. Any person serving as the Chairman of the Board or the Chief Executive Officer may be removed from such office with or without cause at any time by the Board of Directors provided, however, that such action may be taken only at a meeting of the Board of Directors the notice for which contains a statement that such action would be considered at the meeting. Any person

serving as a Corporate Officer in any other capacity may be removed from such office with or without cause at any time by the Board of Directors.

Section 5.9 **Vacancies**. Vacancies in any Corporate Officer position, whether occurring by death, resignation, removal or otherwise, may be filled at any time by the Board of Directors.

Section 5.10 **Administrative Officers and Positions**. The Chief Executive Officer may from time to time designate new or additional administrative titles, including but not limited to Senior Vice President and Vice President, and may appoint persons to fill such administrative positions. Any persons appointed to such positions shall be considered administrative officers of the Corporation, shall have such powers and duties as may be assigned to them from time to time by the Chief Executive Officer, and shall serve at the pleasure of the Chief Executive Officer. Despite their administrative titles, however, such persons shall not be Corporate Officers of the Corporation.

Article VI

Committees

Section 6.1 Appointment of Committees.

(a) The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members Committees of the Board of Directors (sometimes referred to in these By-laws as "Committees of the Board"), each consisting of three or more Directors, and each of which, to the extent provided in such resolution or in these By-laws, shall have all of the authority of the Board of Directors which lawfully may be delegated to such a committee. Except as otherwise provided in these By-laws, the Board of Directors shall designate the members of each Committee of the Board of Directors at the Annual or other meeting of the Board of Directors. Members of Committees of the Board shall serve for one-year terms or until their successors are designated. Members of all Committees of the Board shall serve at the pleasure of the Board of Directors. By virtue of their office, the Chairman and the Chief Executive Officer shall be members of all Committees of the Board of Directors and of all Committees of the Corporation, subject to applicable law, provided that the Chief Executive Officer shall not be a member of the Compensation Committee, if any.

(b) The Board of Directors may create such committees other than Committees of the Board of Directors as it may deem desirable. Such committees shall have only the powers specifically delegated to them by the Board of Directors.

(c) Committees other than Committees of the Board of Directors created by the Board of Directors shall be Committees of the Corporation. The members of Committees of the Corporation need not be Directors.

(d) Committees of the Corporation will have no authority of the Board of Directors but may advise on matters within their specified areas of concern, but the naming and description of such committees does not require them to consider or advise on all such matters. Each Committee of the Corporation shall serve at the pleasure of the Board of Directors.

Section 6.2 Meetings of Committees. Each Committee of the Board of Directors, and each Committee of the Corporation, may adopt its own rules of procedure consistent with these By-laws. In the absence of a contrary provision in rules adopted by a committee, the following rules shall apply. Committees may meet either regularly at stated times or specially on written notice, given by the chairman or vice-chairman of such committee or members constituting not less than one-third of the full membership of such committee, at least six days in advance thereof by mail, or one day in advance by telegraph, telephone, facsimile transmission, electronic mail or personal delivery to all members thereof or on such other notice as the committee or the Board of Directors in creating such committee may determine. Notice of any meeting need not be given to any member, however, if waived by such member before or after the meeting in writing. No

notice need be given of any meeting to any member who attends such meeting without protesting prior to such meeting or at the commencement thereof the lack of notice of such meeting. Committees of the Board shall keep regular minutes of their proceedings, reflecting business conducted, including findings, conclusions and recommendations, and shall report such minutes to the Board of Directors when required. Committees of the Corporation shall keep such minutes and prepare such reports as may be required or as they determine are appropriate for matters on which they advise. Except as otherwise expressly required by law or by these By-laws or unless otherwise determined by the Board of Directors, one-third of the members of a committee shall constitute a quorum and the action of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. No committee other than a Committee of the Board of Directors shall commit the Corporation to any obligation, course of conduct or procedure unless such obligation, course of conduct or procedure is expressly delegated to such committee in these By-Laws or duly authorized by the Board of Directors.

Section 6.3 **Action by Committees Without a Meeting**. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the committee.

Section 6.4 **Telephonic Participation in Meetings**. Any one or more of the members of a committee shall be permitted to participate in a meeting of such committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article VII

Funds and Property

Section 7.1 **Deposit of Funds**. The Board of Directors shall select banks or depositories as it shall deem proper for the funds of the Corporation. The Board of Directors shall determine who shall be authorized on behalf of the Corporation to sign checks, drafts or other orders for the payment of money, acceptances and notes or other evidences of indebtedness.

Section 7.2 **Investments**. The funds of the Corporation may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Directors may deem desirable, provided that such funds may be maintained uninvested, as the Board of Directors may deem advisable.

Section 7.3 **Contracts**. Deeds, mortgages, contracts, leases and other instruments relating to the property of the Corporation or under which the Corporation may incur liability may be signed in the name of the Corporation by the Chairman of the Board, the Chief Executive Officer, any other Corporate Officer, or by any other signatory authorized to sign such instrument by the Board of Directors.

Article VIII

Indemnification

Section 8.1 **Directors and Officers**. The Corporation shall indemnify each person who is a present or former Director or officer of the Corporation or member of a committee established pursuant to Article VI who is or was made or threatened to be made a party to, or is or was involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or whether brought by or in the right of the Corporation, by reason of the fact that such person (i) is or was a Director, officer or committee member; or (ii) in the case of a present or former Director or officer, serves or served, at the request of the Corporation, any other corporation, partnership, joint venture, trust, or employee benefit plan in any capacity, against judgments, assessments, fines, amounts paid or to be paid in settlement, penalties, taxes and reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with such action or proceeding or any appeal therein, except where a judgment or other final adjudication adverse to such person establishes that (a) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated; or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. For all purposes of this Article VIII the term "officer" shall include all Corporate Officers of the Corporation who are elected pursuant to Section 5.1 and all administrative officers of the Corporation who are appointed pursuant to Section 5.10 with the titles of Senior Vice President or Vice President.

Section 8.2 **Reimbursement**. The Corporation shall, from time to time, reimburse or advance to any person referred to in Section 8.1 the funds necessary for payment of expenses incurred by such person in connection with any threatened, pending or completed action, proceeding, or appeal described in Section 8.1 upon receipt, if required by the New York Business Corporation Law or deemed appropriate by the Board of Directors, of a written undertaking by or on behalf of such person to repay such amount(s) if it is ultimately determined that such person is not entitled to indemnification under this Article VIII or otherwise, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or appeal who are similarly situated, unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 8.3 **Other Rights**. The Corporation, by resolution adopted by its Board of Directors, or, if such power is delegated to the Chief Executive Officer by the Board of Directors, by action of the Chief Executive Officer, may indemnify and reimburse or advance expenses to any person, whether or not described in Section 8.1, to whom the Corporation is permitted to provide indemnification or the reimbursement or advancement of expenses, to the fullest extent permitted by applicable law as it may exist from time to time, whether pursuant to rights granted pursuant to, or provided by, the

New York Business Corporation Law or other rights created by (a) a resolution of the Board of Directors or (b) an agreement approved by the Board of Directors providing for such indemnification or reimbursement or advancement of expenses, it being expressly intended that this Article VIII authorizes the creation of other rights in any such manner. Any such indemnification and any such reimbursement or advancement of expenses may, in the Board's discretion and to the extent permitted by law, be retroactive and be available with respect to events occurring prior to the adoption hereof and prior to any such resolution or agreement.

Section 8.4 **Applicable Law**. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or reimbursement or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification (or reimbursement or advancement of expenses) is sought.

Section 8.5 **Enforcement**.

(a) Contract Right. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to Section 8.1 or 8.2 of this Article VIII or a resolution or agreement authorized pursuant to Section 8.3 of this Article VIII: (a) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof (or of any such resolution) were set forth in a separate written contract between the Corporation and such person; (b) is intended to be retroactive and shall, to the extent permitted by law, be available with respect to events occurring prior to the adoption hereof or of any such resolution or agreement; and (c) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto. The Corporation shall not be obligated under this Article VIII (including any resolution or agreement authorized by Section 8.3 of this Article VIII) to make any payment hereunder (or under any such resolution or agreement) to the extent the person seeking indemnification hereunder (or under any such resolution or agreement) has actually received payment (under any insurance policy, resolution, agreement or otherwise) of the amount otherwise indemnifiable hereunder (or under any such resolution or agreement).

(b) Right to Bring Suit. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant to this Article VIII (including any resolution or agreement authorized by Section 8.3) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, within the time frame allowed by law, bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled also to be paid the reasonable expenses of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is

proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall create a presumption that the claimant is not so entitled.

Section 8.6 **Non-Exclusivity**. The rights granted pursuant to or provided by the foregoing provisions of this Article VIII shall be in addition to and shall not be exclusive of any other rights to indemnification and expenses to which any person may otherwise be entitled by law, contract or otherwise.

Section 8.7 **Insurance**. The Corporation is not required to purchase Directors and Officers liability insurance, but the Corporation may purchase such insurance. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article VIII or by operation of law, and it may insure directly the Directors, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article VIII as well as for liabilities against which they are otherwise entitled or permitted to be indemnified by the Corporation.

Section 8.8 **Definitions**. Without limiting any indemnification provided by Section 8.1, for purposes of this Article VIII, the term: (a) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; (b) "person" shall include the personal representative, testator or intestate of a person; and (c) service "at the request of the Corporation" shall include service provided to (i) any other corporation or other entity which may be specified by resolution of the Board of Directors or its Executive Committee, if any, (ii) any corporation, partnership, joint venture, trust or other enterprise of which fifty percent or more of the voting power or economic interest is held, directly or indirectly, by the Corporation, or (iii) any employee benefit plan of the Corporation or of any entities referred to in clauses (i) or (ii).

Article IX

Amendments

Section 9.1 **Amendments**. These By-laws may be amended or repealed and new By-laws may be adopted only by action of the Shareholder.

Article X

Miscellaneous

Section 10.1 Corporate Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, New York." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise used.

Section 10.2 Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of the Board of Directors and the Shareholder and any committee thereof.

Section 10.3 Fiscal Year. The Board of Directors shall have the power to fix from time to time the fiscal year of the Corporation.

Section 10.4 Annual Audit. Following the close of each fiscal year of the Corporation, a firm of certified public accountants selected by the Board of Directors shall audit the balance sheet of the Corporation at the end of such fiscal year and the statement of operations of the Corporation for such fiscal year and shall submit a report on their examination of such financial statements to the Board of Directors.

Section 10.5 Actions as Shareholder or Member of Affiliates. Any actions which may be taken by the Corporation as a shareholder or member of any other corporation or other entity shall be deemed to have been validly taken if either: (i) taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed in the name of the Corporation by either the Chairman, the Chief Executive Officer, or another Corporate Officer of the Corporation or by any other signatory authorized to sign such consent by the Board of Directors; or (ii) taken by valid action of the Board of Directors or of the Executive Committee, if any, of the Board of Directors.

Section 10.6 Conflicts of Interest.

(a) A conflict of interest may exist when a member of the Board of Directors or an employee of the Corporation has the opportunity to influence the Corporation's business or other decisions in ways that could lead to personal gain or advantage of any kind for such person or any of his or her family or associates. A member of the Board of Directors or an employee of the Corporation may have a conflict of interest when he or she or any of his or her family or associates (to his or her present knowledge) either (i) has an existing or potential financial or other material interest which could influence or might appear to influence the individual's independent judgment in the discharge of responsibilities to the Corporation; or (ii) may receive a financial or other material benefit from knowledge of information confidential to the Corporation or from a transaction involving the Corporation. The family of an individual includes his or her spouse, parents, siblings, children and any other blood relative if the latter resides in the same household. An associate of an individual includes any person, trust, corporation,

partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the individual or any member of his or her family (i) is a director, officer, employee, member, partner or trustee; or (ii) has a significant financial interest or any other interest which enables him or her to exercise control or significantly influence policy of the associate.

(b) The Corporation shall adopt and implement appropriate policies and procedures designed to effectuate disclosure of actual or potential conflicts of interest and appropriate responses thereto.

Section 10.7 Gender Neutrality. For purposes of these By-laws, the words "Chairman" and "Chairmen" in any context shall refer to males or females holding such positions.

Article XI

Shares and Their Transfer

Section 11.1 Certificates of Stock. Every shareholder shall be entitled to have one or more certificates, in such form as the Board of Directors may from time to time prescribe, representing in the aggregate the number of shares of stock of the Corporation owned by said shareholder, which certificates shall be signed in the name of the Corporation by the Chairman of the Board, any Vice Chairman, the President, if any, or any Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer.

Section 11.2 Transfers. Shares of stock of the Corporation shall be transferable on the books of the Corporation by the registered holder thereof in person or by such holder's duly authorized attorney, but, except as hereinafter provided in the case of loss, destruction, or mutilation of certificates, no transfer of shares shall be entered until the previously issued certificate representing those shares shall have been surrendered and canceled. Except as otherwise required by law, the Corporation shall be entitled to treat the person registered as the holder of shares on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary.

Section 11.3 Lost, Destroyed or Mutilated Certificates. The Corporation may issue a new certificate representing shares of stock of the same tenor and the same number of shares in place of a certificate theretofore issued by it that is alleged to have been lost, stolen, or destroyed; provided, however, that the Board of Directors may require the owner of the lost, stolen, or destroyed certificate, or such owner's legal representative, to give the Corporation a bond or indemnity, in form and with one or more sureties satisfactory to the Board, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on September 28, 2011.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 06/07

CERTIFICATE OF INCORPORATION
OF NORTH SHORE REGIONAL HEALTH SERVICES CORP.

Under Section 402 of the
Not-for-Profit Corporation Law

The undersigned, a natural person of the age of eighteen or over, desiring to form a corporation pursuant to the provisions of the Not-for-Profit Corporation Law, does hereby certify:

1. The name of the Corporation is North Shore Regional Health Services Corp.

2. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.

3. The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore Hospital Nursing Home, Inc., and North Shore Medical Center Development Fund, each a not-for-profit corporation organized and existing under the laws of the State of New York, and for such other not-for-profit corporations of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore Hospital Nursing Home, Inc. or North Shore Medical Center Development Fund is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

4. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Corporation Law together with the power to maintain a fund or funds of real or personal property for any corporate purposes. The Corporation shall have the right to exercise such

other powers as now are, or hereafter may be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

5. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual. Reasonable compensation, however, may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes.

6. Nothing contained herein shall authorize the Corporation to establish or operate a hospital or to provide hospital service or health related service, a drug maintenance program, a certified home health agency, a hospice, a health maintenance organization, or a comprehensive health services plan, as provided for by Articles 28, 33, 36, 40 and 44, respectively, of the Public Health Law or to solicit, collect or otherwise raise or obtain any funds, contributions, or grants, from any source, for the establishment or operation of any hospital.

7. Nothing herein shall be construed as authorizing the Corporation to operate an institution of higher learning or to engage in the practice of any of the professions designated in Title VIII of the Education Law. Nothing contained herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404(b) through (u) of the Not-for-Profit Corporation Law.

8. Notwithstanding any other provision of these articles, the Corporation is organized exclusively for charitable purposes, as specified in Section 501(c)(3) of the Code, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code.

9. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation, (except to the extent authorized by Section 501(h) of the Code, or the corresponding provision of any future United States internal revenue law, during any fiscal year or years in which the Corporation has chosen to utilize the benefits authorized by that statutory provision)

WAIVER OF NOTICE

The undersigned has no objection to the granting of judicial approval hereon and waives statutory notice.

Dated: _____

Robert Abrams
Attorney General
State of New York

By: _____
Assistant Attorney General

APPROVAL OF SUPREME COURT JUSTICE

I, Andrew S. Tyler a Justice of the Supreme Court of the State of New York, of the 10th Judicial District, in which the office of the Corporation is located, approve of the foregoing Certificate of Incorporation of North Shore Regional Health Services Corp. and consent to its filing.

Dated: FEB - 5 1988

Justice of the Supreme Court
of the State of New York,
10 Judicial District

Jan 25, 1988

HAS NO OBJECTION
OF JUDICIAL
AND WAIVES
STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

by Howard Holt
HOWARD HOLT
Associate Attorney

GRANTED
FEB 5 1988
HAROLD W. McCONNELL
CLERK

NYS DEPARTMENT OF STATE

FILING RECEIPT NAME RESERVATION (NOT FOR PROFIT)

CORPORATION NAME

NORTH SHORE REGIONAL HEALTH SERVICES CORP. (RES FOR 60 DAYS)

DATE FILED	DURATION & COUNTY CODE	FILM NUMBER	CASH NUMBER
12/23/87		B582939-1	083796

NUMBER AND KIND OF SHARES	LOCATION OF PRINCIPAL OFFICE

FOR SHARON APPLEGATE, ATTY. (SUBMIT CTF FOR FILING)
*CT

ADDRESS FOR PROCESS	REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS

AMOUNT OF CHECK $ _____ AMOUNT OF MONEY ORDER $ 00020.00 AMOUNT OF CASH $ _____

$ 0 DOLLAR FEE TO COUNTY

$ FILING
$ TAX
$ CERTIFIED COPY
$ 10.00 CERTIFICATE
010.00 MISCELLANEOUS
TOTAL PAYMENT $ 0000020.00

REFUND OF $

TO FOLLOW

FILER NAME AND ADDRESS

SHARON APPLEGATE, ATTY
175 WATER STREET

NEW YORK NY

380604-003 (8/84) GAIL S. SHAFFER - SECRETARY OF STATE

CT

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SERVICES CORP.

UNDER SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 1 1988

AMT. OF CHECK $ 60
FILING FEE $ 30
TAX $
COUNTY FEE $
COPY $ Comp 15
CERT $
REFUND $
SPEC HANDLE $ 10.00

BY: M
PNassau
Type B

FILED

Cole & Deitz

175 Water Street

New York, N.Y. 10038

88 MR 6 (1 03)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
NORTH SHORE REGIONAL HEALTH SERVICES CORP.

CT CT

Under Section 803 of the Not-For-Profit Corporation Law

C111837

We, the undersigned, John S. T. Gallagher, Executive Vice President and Harry E. Gindi, Assistant Secretary, of NORTH SHORE REGIONAL HEALTH SERVICES CORP. (the "Corporation"), do hereby certify that:

1. The name of the Corporation is NORTH SHORE REGIONAL HEALTH SERVICES CORP.

2. The Certificate of Incorporation was filed by the Department of State on March 1, 1988. The Corporation was formed under the Not-For-Profit Corporation Law.

C111837

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 (Definitions) of the Not-For-Profit Corporation Law, and is a type B corporation under Section 201 (Purposes) of the Not-For-Profit Corporation Law. After the filing of this Certificate of Amendment, the Corporation will remain a type B corporation under Section 201 (Purposes) of the Not-For-Profit Corporation Law.

4. Paragraph 3 of the Certificate of Incorporation is amended as follows: (a) to require that any not-for-profit corporation for which the Corporation coordinates policy making and long range planning and provides advisory and administrative support services, be a corporation which is (i) an exempt

organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), and (ii) described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, and (b) wherever "North Shore Hospital Nursing Home, Inc." is referred to therein, to change such reference to "North Shore University Hospital Center for Extended Care and Rehabilitation", so as to reflect the change in the name of such corporation.

5. Paragraph 3 of the Certificate of Incorporation is hereby amended to read as follows:

> The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, and North Shore Medical Center Development Fund, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation or North Shore Medical Center Development Fund is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the

furtherance, accomplishment, or attainment of the foregoing purposes.

6. The above amendments were authorized by majority vote of the members of the Corporation at a Special Meeting of the members held on January 31, 1990. The affirmative votes cast in favor of the above amendments were at least equal to the quorum.

7. The Corporation hereby designates the Secretary of State of the State of New York as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: North Shore Regional Health Services Corp., Attention: Administration, 300 Community Drive, Manhasset, New York 11030.

IN WITNESS WHEREOF, we have signed this Certificate this 31st day of January, 1990, and affirm that the statements contained herein are true under penalty of perjury.

John S. T. Gallagher
Executive Vice President

Harry E. Gindi
Assistant Secretary

APPROVAL OF SUPREME COURT JUSTICE

I, HOWARD E. LEVITT, a Justice of the Supreme Court of the State of New York, of the 10th Judicial District in which the office of the Corporation is located, approve of the foregoing Certificate of Amendment of the Certificate of Incorporation of North Shore Regional Health Services Corp. and consent to its filing.

Dated: FEB 1 8 1990

Mineola N.Y.

Howard E. Levitt

Justice of the Supreme Court
of the State of New York,
10th Judicial District

HOWARD E. LEVITT

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

By Laura C. Jerner
February 15, 1990
ASSISTANT ATTORNEY GENERAL

C111837

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SERVICES CORP.

****

Winston, Strawn, Cole & Deitz

175 Water Street

New York, N.Y. 10038

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 26 1990
AMT. OF CHECK $ 60
FILING FEE $ 30
TAX $
COUNTY FEE $
COPY $ 25
CERT $
REFUND $
SPEC HANDLE $ 5

BY: Nadine
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CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SERVICES CORP.

CT

(Under Section 803 of the Not-for-Profit Corporation Law)

The undersigned, the President and Assistant Secretary, respectively, of NORTH SHORE REGIONAL HEALTH SERVICES CORP., hereby certify:

1. The name of the corporation is NORTH SHORE REGIONAL HEALTH SERVICES CORP. (hereinafter sometimes referred to as the "Corporation").

2. The certificate of incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the Not-for-Profit Corporation Law of the State of New York.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of section 102 of the Not-for-Profit Corporation Law. The Corporation is a type B corporation under section 201 of the Not-for-Profit Corporation Law and shall remain a type B corporation under said law after the filing of this certificate of amendment.

4. The certificate of incorporation of the Corporation is hereby amended as follows: (i) to change the name of the Corporation from North Shore Regional Health Services Corp. to North Shore Regional Health System, Inc.; and (ii) wherever "North Shore Medical Center Development Fund" is referred to therein, to change such reference to "North Shore University Hospital Fund" so as to reflect the change in the name of such corporation.

5. Paragraph 1 of the certificate of incorporation is hereby amended to read as follows:

> 1. The name of the Corporation is North Shore Regional Health System, Inc.

6. Paragraph 3 of the certificate of incorporation is hereby amended to read as follows:

> The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, and North Shore University Hospital Fund, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation or North Shore University Hospital Fund is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

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7. This amendment to the certificate of incorporation was authorized by vote of a majority of the entire Board of Trustees of the Corporation on January 13, 1992 at a duly called and held meeting of the Board of Trustees of the Corporation at which a quorum was present and acting throughout.

8. The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The Post Office address to which the Secretary of State of the State of New York shall mail a copy of such process against the Corporation is as follows: 300 Community Drive, Manhasset, New York 11030.

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 17th day of January, 1992, and affirm that the statements contained herein are true under penalty of perjury.

John S.T. Gallagher
President

Harry E. Gindi
Assistant Secretary

amc-ireg

CONSENT TO CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The undersigned, a Justice of the Supreme Court of the State of New York, Tenth Judicial District, wherein is located the principal office of NORTH SHORE REGIONAL HEALTH SERVICES CORP., hereby approves the within Certificate of Amendment of the Certificate of Incorporation of NORTH SHORE REGIONAL HEALTH SERVICES CORP. and the filing thereof.

Dated: February 3, 1992

JUSTICE OF THE SUPREME COURT
Tenth Judicial District
Hon. George A. Murphy

The undersigned has no objection to the granting of judicial approval hereon and waives statutory notice.

Attorney General
State of New York

By: _____

Dated: _____

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

by Laura Werner
January 24, 1992

ASSISTANT ATTORNEY

consc-a

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
NORTH SHORE REGIONAL HEALTH SERVICES CORP.

Under Section 803 of the Not-for-profit Corporation Law.

Legal Department
North Shore University
Cornell University Medical College
Manhasset, NY 11030

STATE OF NEW YORK
DEPARTMENT OF STATE
MAR 03 1992

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CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM, INC.

(Under Section 803 of the Not-for-Profit Corporation Law)

The undersigned, the President and Assistant Secretary, respectively, of NORTH SHORE REGIONAL HEALTH SYSTEM, INC., hereby certify:

1. The name of the corporation is NORTH SHORE REGIONAL HEALTH SYSTEM, INC. (hereinafter sometimes referred to as the "Corporation"). The Corporation was formed under the name of North Shore Regional Health Services Corp.

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the Not-for-Profit Corporation Law of the State of New York.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of section 102 (Definitions) of the Not-for-Profit Corporation Law. The Corporation is a type B corporation under section 201 (Purposes) of the Not-for-Profit Corporation Law. After the filing of this Certificate of Amendment, the Corporation shall remain a type B corporation under section 201 (Purposes) of the Not-for-Profit Corporation Law.

4. The Certificate of Incorporation of the Corporation is hereby amended as follows: (i) to change the name of the Corporation from North Shore Regional Health System, Inc. to North Shore Regional Health System; (ii) wherever "North Shore University Hospital Fund" is referred to therein, to change such reference to "North Shore University Hospital Foundation" so as to reflect the change in the name of such corporation; and (iii) to include by name in Paragraph 3 of the Certificate of Incorporation North Shore University Hospital at Glen Cove, a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code") and described in Section 509(a)(1) of the Code.

5. Paragraph 1 of the Certificate of Incorporation is hereby amended to read as follows:

> 1. The name of the Corporation is North Shore Regional Health System.

6. Paragraph 3 of the Certificate of Incorporation is hereby amended to read as follows:

> The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove, and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described

in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove or North Shore University Hospital Foundation is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

7. This amendment to the Certificate of Incorporation was authorized by vote of a majority of the entire Board of Trustees of the Corporation on May 11, 1992 at a duly called and held meeting of the Board of Trustees of the Corporation at which a quorum was present and ~~acting~~ throughout. There are no members entitled to vote.

8. The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The Post Office address to which the Secretary of State of the State of New York shall mail a copy of such process against the Corporation is as follows: 300 Community Drive, Manhasset, New York 11030.

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 29th day of May, 1992, and affirm that the statements contained herein are true under penalty of perjury.

John S.T. Gallagher
President

Harry E. Gindi
Assistant Secretary

amc-ireg

The undersigned has no objection to the granting of Judicial approval hereon and waives statutory notice.

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

By [signature] October 29 1992
ASSISTANT ATTORNEY GENERAL

Date: _____

ROBERT ABRAMS
ATTORNEY GENERAL
STATE OF NEW YORK

by: _____

I, EDWARD G. McCABE, a Justice of the Supreme Court of the State of New York for the 10th Judicial District do hereby approve the foregoing Certificate of Amendment of the Certificate of Incorporation of North Shore Regional Health System Inc. and consent that the same be filed.

Date: November 9th, 1992

[signature]
JSC

EDWARD G. McCABE

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 17 1992
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JW

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM, INC.

Under Section 803 of the
Not For Profit Corporation Law

Legal Department
North Shore University Hospital
Cornell University Medical College
Manhasset, NY 11030

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RESTATED

CT-07

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM

Under Section 805 of the Not-for-Profit Corporation Law

The undersigned, John S.T. Gallagher, President, and Harry E. Gindi, Assistant Secretary, respectively, of North Shore Regional Health System (the "Corporation"), hereby certify that:

A. The name of the Corporation is North Shore Regional Health System. The Corporation was formed under the name North Shore Regional Health Services Corp.

B. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to Section 402 of the Not-for-Profit Corporation Law.

C. The Certificate of Incorporation of the Corporation is hereby amended to effect the following amendments authorized by the Not-for-Profit Corporation Law:

(i) To change the name of the Corporation to North Shore Health System; and

(ii) To change the words "sole member", which appear in clause (a) of Paragraph 3 of the Certificate of Incorporation, to "sole voting member".

D. The text of the Certificate of Incorporation, as hereby amended, is hereby restated in full to read as follows:

1. The name of the Corporation is **North Shore Health System.**

2. The Corporation is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.

3. The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove, and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c) (3) of the Code and described in Section 509(a) (1) or (a) (2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c) (3) of the Code and described in Section 509(a) (1), (a) (2) or (a) (3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove or North Shore University Hospital Foundation is or hereafter becomes the sole voting member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and

all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

4. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Corporation Law together with the power to maintain a fund or funds of real or personal property for any corporate purposes. The Corporation shall have the right to exercise such other powers as now are, or hereafter may be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

5. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual. Reasonable compensation, however, may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes.

6. Nothing contained herein shall authorize the Corporation to establish or operate a hospital or to provide hospital service or health related service, a drug maintenance program, a certified home health agency, a hospice, a health maintenance organization, or a comprehensive health services plan, as provided for by Articles 28, 33, 36, 40 and 44, respectively, of the Public Health Law or to solicit, collect or otherwise raise or obtain any funds, contributions, or grants, from any source, for the establishment or operation of any hospital.

7. Nothing herein shall be construed as authorizing the Corporation to operate an institution of higher learning or to engage in the practice of any of the professions designated in Title VIII of the Education Law. Nothing contained

herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404(b) through (u) of the Not-for-Profit Corporation Law.

8. Notwithstanding any other provision of these articles, the Corporation is organized exclusively for charitable purposes, as specified in Section 501 (c) (3) of the Code, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Code.

9. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except to the extent authorized by Section 501 (h) of the Code, or the corresponding provision of any future United States internal revenue law, during any fiscal year or years in which the Corporation has chosen to utilize the benefits authorized by that statutory provision) and the Corporation shall not participate in or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

10. The office of the Corporation shall be located in Nassau County, State of New York.

11. The Secretary of State is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: THE CORPORATION,
300 Community Drive, Manhasset, New York 11030.

12. In the event of dissolution, the assets and property of the Corporation remaining after payment of expenses and the satisfaction of all liabilities shall be distributed as determined by the Board of Directors and as approved by a court of competent jurisdiction for the not-for-profit purposes of the Corporation and/or to such charitable and educational organizations as shall qualify under Section 501 (c) (3) of the Code. Any of such assets not so distributed shall be disposed of for such purposes as approved by a Justice of the Supreme Court of the State of New York or such other court having jurisdiction over the Corporation.

E. This restatement of the Corporation's Certificate of Incorporation was duly authorized by a vote of a majority of the entire Board of Directors of the Corporation. There are no members of the Corporation entitled to vote.

IN WITNESS WHEREOF, this Certificate has been signed and the statements made herein are affirmed as true under the penalties of perjury this 9th day of May, 1995.

John S.T. Gallagher
President

Harry E. Gindi
Assistant Secretary

RESTATED
CERTIFICATE OF INCORPORATION
OF
NORTH SHORE REGIONAL HEALTH SYSTEM

The undersigned, a Justice of the Supreme Court of the State of New York, Tenth Judicial District, wherein is located the principal office of NORTH SHORE REGIONAL HEALTH SYSTEM, hereby approves the attached Reseated Certificate of Incorporation of NORTH SHORE REGIONAL HEALTH SYSTEM and the filing thereof.

May 24, 1995

JUSTICE OF THE SUPREME COURT
Tenth Judicial District
HON. MARVIN E. SEGAL

The undersigned has no objection to the granting of judicial approval hereon and waives statutory notice.

Attorney General
State of New York

By: _____

Dated: _____

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE
DENNIS C. VACCO, ATTORNEY GEN.
STATE OF NEW YORK
By Laura Wenz
May 17, 1995
Assistant Attorney General

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N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE
ALBANY, NY 12231

FILING RECEIPT

ENTITY NAME : NORTH SHORE HEALTH SYSTEM

DOCUMENT TYPE : NAME RESERVATION (NCH);(DOM, NFP)

SERVICE COMPANY : CT CORPORATION SYSTEM SERVICE CODE: 07

APPLICANT NAME : NORTH SHORE REGIONAL HEALTH SYSTEM

FILED: 04/05/1995 DURATION: 06/05/1995 CASH #: 950405000016 FILM #: 950405000061

ADDRESS FOR PROCESS

REGISTERED AGENT

** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

STATE OF NEW YORK
DEPARTMENT OF STATE
EXCELSIOR

FILER

NORTH SHORE REGIONAL HEALTH SYSTEM
% SUSAN ZINDER, NORTH SHORE UNIVERSITY
HOSPITAL, 300 COMMUNITY DRIVE
MANHASSET, NY 11030

FEES	35.00	PAYMENTS
FILING	10.00	CASH
TAX	0.00	CHECK
CERT	0.00	DRAWDOWN
COPIES	0.00	
HANDLING	25.00	

DOS-1025 (11/89)

RESTATED F95060100 0641

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM

UNDER SECTION 805 OF
THE NOT-FOR-PROFIT CORPORATION LAW

JUN 1 10 30 AM '95

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NORTH SHORE UNIVERSITY HOSPITAL
300 COMMUNITY DRIVE
MANHASSET, NY 11030

2cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 01 1995
TAX $
BY:

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CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-for-Profit Corporation Law)

WE, THE UNDERSIGNED, being a Co-President and the Assistant Secretary of North Shore Health System, hereby certify:

A. The name of the corporation is North Shore Health System (the "Corporation"). The Corporation was formed under the name "North Shore Regional Health Services Corp."

B. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the New York State Not-for-Profit Corporation Law. A Restated Certificate of Incorporation was filed by the Department of State on June 1, 1995.

C. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law. The Corporation is a type B corporation under Section 201 of the Not-for-Profit Corporation Law and shall remain a type B corporation after the filing of this Certificate of Amendment.

D. The Certificate of Incorporation of the Corporation is hereby amended as follows:

(i) to add the North Shore University Hospital certified home health agency (a division of North Shore University Hospital), North Shore University Hospital at Plainview, and North Shore University Hospital at Forest Hills as organizations referenced in subsection (a) of paragraph 3,

(ii) to add a new subsection (b) of paragraph 3 wherein the Corporation accepts a specific delegation of financial responsibilities with respect to the operation of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, and North Shore University Hospital Center for Extended Care and Rehabilitation,

(iii) to add a new subsection (c) of paragraph 3 wherein the Corporation accepts a general delegation of decision making authority with respect to the operation of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, and North Shore University Hospital Center for Extended Care and Rehabilitation,

(iv) to renumber the remaining subsections of paragraph 3 to account for the inclusion of two new subsections,

(v) to delete paragraph 6 of the Certificate of Incorporation which restricts the Corporation from engaging in certain activities under the New York State Public Health Law, and

(vi) to amend the second sentence of paragraph 7 of the Certificate of Incorporation which restricts the Corporation from engaging in certain activities mentioned in the Not-for-Profit Corporation Law.

E. To effectuate the amendments described in Paragraph D(i), (ii), and (iii) of this Certificate of Amendment, Paragraph 3 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows:

(a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital Research Corporation and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, or any of the aforementioned corporations, is or hereafter becomes the sole voting member;

(b) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise on behalf of each of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section

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501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, authority to accept, utilize, transfer and share in the assets, revenues and income of each such corporation or group of corporations, as may be necessary or desirable to carry out the obligations of such corporation(s) pursuant to a master trust indenture or similar instrument, provided, however, that with respect to any other not-for-profit corporation subject to establishment by the New York State Public Health Council and not specifically named in this paragraph 3 of which the Corporation is or hereafter becomes the sole voting member or otherwise affiliates, no such authority shall be accepted or exercised except pursuant to delegation pursuant to Section 701 of the Not-for-Profit Corporation Law and until all approvals required by law, including the prior approval of the Public Health Council where applicable, shall have first been obtained;

(c) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise such additional decision making authority as is permitted to be exercised by a corporation with authority to operate a hospital, for and on behalf of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, to the extent that such additional decision-making authority has been or is hereafter delegated to this Corporation by any of the corporations that are named or referred to in this clause (c); provided, however, that with respect to any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, the exercise of any such authority shall be subject to a prior delegation therefor by such other not-for-profit corporation

pursuant to Section 701 of the Not-for-Profit Corporation Law and the prior approval of the Public Health Council for the establishment of the Corporation and of such delegation, and further provided, that with respect to the corporations named or referred to herein and any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, any such additional decision-making authority shall be exercised by the Corporation only after compliance with the requirements for prior notice to the New York State Department of Health as set forth in the certificates of incorporation of the corporations named or referred to herein and any such other not-for-profit corporation, and further provided that any future amendment to this certificate of incorporation to reduce or relinquish such additional decision making authority shall require the prior approval of the Public Health Council. The Corporation shall provide a certified copy of any resolution of its board of trustees to cease exercising or surrender any such additional decision making authority with respect to any corporation named or referred to herein or any such other not-for-profit corporation subject to establishment by the New York State Public Health Council.

(d) to establish and conduct community educational programs relating to the promotion of health and general welfare; and

(e) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

F. To effectuate the amendment described in Paragraph D(v) of this Certificate of Amendment, paragraph 6 of the Certificate of Incorporation, which restricts the Corporation from engaging in certain activities under the New York State Public Health Law, is hereby deleted and replaced by the phrase "Intentionally Omitted".

G. To effectuate the amendment described in Paragraph D(vi) of this Certificate of Amendment, the second sentence of paragraph 7 of the Certificate of Incorporation is hereby amended to read as follows:

> Nothing herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404 (a-n), (p), (r) or (s) of the Not-for-Profit Corporation Law.

H. This amendment to the Certificate of Incorporation of the Corporation was authorized by vote of the sole member of the Corporation in accordance with Section 802 of the Not-for-Profit Corporation Law of the State of New York.

I. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is 150 Community Drive, Great Neck, New York 11021, Attention: Vice President/Legal Affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment to the Restated Certificate of Incorporation on the 27th day of May, 1998 and affirm the statements made herein as true under penalties of perjury.

John S.T. Gallagher
Co-President

Harry E. Gindl
Assistant Secretary

[redacted]

7

* * * * * * *

I, HON. EDWARD W. McCARTY III *, the undersigned Justice of the Supreme Court of the State of New York, Tenth Judicial District, do hereby approve the foregoing Certificate of Amendment of North Shore Health System, under Section 803 of the Not-for-Profit Corporation Law.*

Dated: July 31st *, 1998*

Justice of the Supreme Court of the
State of New York
Tenth Judicial District

July 30, 1998

THE UNDERSIGNED HAS NO OBJECTION
TO THE GRANTING OF JUDICIAL
APPROVAL HEREON AND WAIVES
STATUTORY NOTICE
DENNIS C. VACCO, ATTORNEY GEN.
STATE OF NEW YORK

Assistant Attorney General

STATE OF NEW YORK
DEPARTMENT OF HEALTH
CORNING TOWER BUILDING
ALBANY, N.Y. 12237

PUBLIC HEALTH COUNCIL

June 24, 1998

Jerrold E. Hirsch, Ph.D.
Director
Hospital Planning Services
North Shore - Long Island Jewish Health System
150 Community Drive
Great Neck, New York 11021

Re: Certificate of Amendment of the Restated Certificate of Incorporation of North Shore Health System

Dear Dr. Hirsch:

AFTER INQUIRY and INVESTIGATION, and in accordance with action taken at a meeting of the Public Health Council held on the 20th day of March, 1998, I hereby certify that the Public Health Council consents to the filing of the Certificate of Amendment of the Restated Certificate of Incorporation of North Shore Health System, dated May 26, 1998.

Sincerely,

Donna Peterson for

Karen S. Westervelt
Executive Secretary

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F980803000530

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-For-Profit Corporation Law)

1-CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 0 3 1998
TAX $ 0
BY: JJW
NASSAU

FILER: Lauren E. Galliker
Plunkett & Jaffe, P.C.
111 Washington Avenue
Albany, NY 12210

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NCR - 26

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-for-Profit Corporation Law)

WE, THE UNDERSIGNED, Michael J. Dowling and Harry E. Gindi, being respectively the President and the Assistant Secretary of North Shore Health System, hereby certify:

1. The name of the corporation is North Shore Health System (the "Corporation"). The Corporation was formed under the name "North Shore Regional Health Services Corp."

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the New York State Not-for-Profit Corporation Law. A Restated Certificate of Incorporation was filed by the Department of State on June 1, 1995.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and is a type B corporation under Section 201 of the Not-for-Profit Corporation Law, and shall remain a type B corporation after the filing of this Certificate of Amendment.

4. The Certificate of Incorporation of the Corporation is hereby amended, as authorized by Section 801 of the Not-for-Profit Corporation Law, to: (a) change the name of the Corporation to North Shore-Long Island Jewish Health Care, Inc.; (b) add Long Island Jewish Medical Center as an organization referenced in subsection (a) of Paragraph 3; (c) add Long Island Jewish Medical Center as an organization referenced in subsection (b) of Paragraph 3; (d) add Long Island Jewish Medical Center as an organization referenced in subsection (c) of Paragraph 3; and (e) wherever such names may appear in the Certificate of Incorporation, change the names of North Shore University Hospital Research Corporation and North Shore University Hospital Foundation to, respectively, North Shore-Long Island Jewish Research Institute and North Shore-Long Island Jewish Health System Foundation.

5. To effectuate the amendments described in Paragraph 4 (a) of this Certificate of Amendment, Paragraph 1 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The name of the Corporation is North Shore-Long Island Jewish Health Care, Inc.

6. To effectuate the amendments described in Paragraph 4 (b), (c) and (d) of this Certificate of Amendment, Paragraph 3 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows:

(a) to coordinate policy making and long range planning and to provide advisory and administrative support services for Long Island Jewish Medical Center, North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health ageney, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore-Long Island Jewish Research Institute and North Shore-Long Island Jewish Health System Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501 (c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, or any of the aforementioned corporations, is or hereafter becomes the sole voting member;

(b) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise on behalf of each of Long Island Jewish Medical Center, North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, authority to accept, utilize, transfer and share in the assets, revenues and income of each such corporation or group of corporations, as may be necessary or desirable to carry out the obligations of such corporation(s) pursuant to a master trust indenture or similar instrument, provided, however, that with respect to any other not-for-profit corporation subject to establishment by the New York State Public Health Council and not specifically named in this paragraph 3 of which the Corporation is or hereafter becomes the sole voting member or otherwise affiliates, no such authority shall be accepted or exercised except pursuant to delegation pursuant to Section 701 of the Not-for-Profit Corporation Law and until all approvals

required by law, including the prior approval of the Public Health Council where applicable, shall have first been obtained;

(c) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise such additional decision making authority as is permitted to be exercised by a corporation with authority to operate a hospital, for and on behalf of Long Island Jewish Medical Center, North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, to the extent that such additional decision-making authority has been or is hereafter delegated to this Corporation by any of the corporations that are named or referred to in this clause (c) provided, however, that with respect to any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, the exercise of any such authority shall be subject to a prior delegation therefore by such other not-for-profit corporation pursuant to Section 701 of the Not-for-Profit Corporation Law and the prior approval of the Public Health Council for the establishment of the Corporation and of such delegation, and further provided, that with respect to the corporations named or referred to herein and any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, any such additional decision-making authority shall be exercised by the Corporation only after compliance with the requirements for prior notice to the New York State Department of Health as set forth in the certificates of incorporation of the corporations named or referred to herein and any such other not-for-profit corporation, and further provided that any future amendment to this certificate of incorporation to reduce or relinquish such additional decision making authority shall require the prior approval of the Public Health Council. The Corporation shall provide a certified copy of any resolution of its board of trustees to cease exercising or surrender any such additional decision making authority with respect to any corporation named or referred to herein or any such other not-for-profit corporation subject to establishment by the New York State Public Health Council.

(d) to establish and conduct community educational programs relating to the promotion of health and general welfare; and

(e) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

7. This amendment to the Certificate of Incorporation of the Corporation was authorized by vote of the sole member of the corporation in accordance with Section 802 of the Not-for-Profit Corporation Law of the State of New York.

8. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is 150 Community Drive, Great Neck, New York 11021, Attention: Office of Legal Affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment to the Certificate of Incorporation on this 30th day of January, 2003 and hereby affirm, under the penalties of perjury, the statements made herein are true and correct.

Michael J. Dowling
President and
Chief Executive Officer

Harry E. Gindi
Assistant Secretary

[redacted]

STATE OF NEW YORK
DEPARTMENT OF HEALTH
CORNING TOWER BUILDING
ALBANY, N.Y. 12237

PUBLIC HEALTH COUNCIL

June 4, 2003

Ms. Adele Herman
Director, Strategic Planning and
Program Development
North Shore Health System
150 Community Drive
Great Neck, New York 11021

Re: Certificate of Amendment of the Certificate of Incorporation of North Shore Health System

Dear Ms. Herman:

AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health Council held on the 14th day of March, 2003, I hereby certify that the Public Health Council consents to the filing of the Certificate of Amendment of the Certificate of Incorporation of North Shore Health System, dated January 30, 2003.

Sincerely,

Donna Peterson for

Karen S. Westervelt
Executive Secretary

5

Index #
11229/03

NORTH SHORE HEALTH SYSTEM
CERTIFICATE OF AMENDMENT
Dated July 16, 2003

The Attorney General has no objection to the granting of Judicial approval hereon, acknowledges receipt of statutory notice and demands service of the filed certificate. Said no objection is conditioned on submission of the matter to the Court within 30 days hereafter.

ELIOT SPITZER
ATTORNEY GENERAL
STATE OF NEW YORK

By: Ronald Turbin

Ronald Turbin
Assistant Attorney General

Date: July 16, 2003

I, MARVIN E. SEGAL, a Justice of the Supreme Court of the State of New York for the TENTH Judicial District do hereby approve of the foregoing Certificate of Amendment of the Certificate of Incorporation of NORTH SHORE HEALTH SYSTEM and consent that the same be filed.

Date: 24 July 03

Marvin E. Segal
J.S.C.

ENTERED

JUL 25 2003

NASSAU COUNTY
COUNTY CLERK'S OFFICE

6

COUNTY CLERK'S OFFICE
STATE OF NEW YORK, } SS:
COUNTY OF NASSAU }

I, KAREN V. MURPHY, CLERK OF THE COUNTY OF NASSAU AND OF THE SUPREME AND COUNTY COURTS, COURTS OF RECORDS, DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED WITH THE ORIGINAL _____ FILED IN MY OFFICE ON THE _____ DAY OF _____ AND THAT THE SAME IS A TRUE TRANSCRIPT THEREOF, AND OF THE WHOLE OF SAID ORIGINAL.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY COURT ON THE _____ DAY OF _____

KAREN V. MURPHY

_____ CLERK

F030801000564

NCR - 26

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCOPORATION

OF

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-For-Profit Corporation Law)

SAC

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193

1cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 01 2003
TAX $ SAC
BY: Nass

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DRAWDOWN

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CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE-LONG ISLAND JEWISH HEALTH CARE, INC.

Under Section 803 of the Not-for-Profit Corporation Law

WE, THE UNDERSIGNED, Michael J. Dowling and Harry E. Gindi, being respectively the President and Assistant Secretary of North Shore-Long Island Jewish Health Care, Inc., hereby certify:

1. The name of the corporation is North Shore-Long Island Jewish Health Care, Inc. (hereinafter called the "Corporation"). The Corporation was formed under the name "North Shore Regional Health Services Corp.".

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 under the Not-for-Profit Corporation Law.

3. The Corporation is a corporation as defined in subparagraph (a) of Section 102 of the Not-for-Profit Corporation Law and is a Type B corporation under Section 201 of the Not-for-Profit Corporation Law, and shall remain a Type B corporation after the filing of this Certificate of Amendment.

4. The Certificate of Incorporation of the Corporation is hereby amended, as authorized by Section 801 of the Not-for-Profit Corporation Law to: (a) add Franklin Hospital (including the Orzac Center for Extended Care and Rehabilitation), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital as organizations referenced in subsection (a) of Paragraph 3; (b) add Franklin Hospital (including the Orzac Center for Extended Care and Rehabilitation), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital as organizations referenced in subsection (b) of Paragraph 3; and (c) wherever such names may appear in the Certificate of Incorporation, in order to reflect the changed names of such corporations, change the names of North Shore-Long Island Jewish Research Institute to The Feinstein Institute for Medical Research, North Shore University Hospital at Glen Cove to Glen Cove Hospital, North Shore University Hospital at Plainview to Plainview Hospital, North Shore University Hospital at Forest Hills to Forest Hills Hospital, North Shore University Hospital Center for Extended Care and Rehabilitation to North Shore University Hospital Stern Family Center for Extended Care and Rehabilitation.

5. To effectuate the amendments described in Paragraph 4 (a), (b) and (c) of this Certificate of Amendment, Paragraph 3 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The purposes of the Corporation, which are exclusively charitable, within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows:

(a) to coordinate policy making and long range planning and to provide advisory and administrative support services for North Shore University Hospital (including, but not limited to North Shore University Hospital certified home health agency, a division of North Shore University Hospital, and Syosset Hospital, a division of North Shore University Hospital), Long Island Jewish Medical Center, Glen Cove Hospital, Plainview Hospital, Forest Hills Hospital, North Shore University Hospital Stern Family Center for Extended Care and Rehabilitation, The Feinstein Institute for Medical Research, North Shore-Long Island Jewish Health System Foundation, Franklin Hospital (including Orzac Center for Extended Care and Rehabilitation, a division of Franklin Hospital), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501 (c)(3) of the Code and described in Sections 509 (a)(1) or (2) of the Code, and such other organizations under Section 501 (c)(3) of the Code and described in Sections 509 (a)(1), (2) or (3) of the Code, of which this Corporation or any of the aforementioned corporations, is or hereafter becomes the sole voting member;

(b) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation law and to share in the exercise and to exercise on behalf of each of North Shore University Hospital (including, but not limited to North Shore University Hospital certified home health agency, a division of North Shore University Hospital and Syosset Hospital, a division of North Shore University Hospital), Long Island Jewish Medical Center, Glen Cove Hospital, Plainview Hospital, Forest Hills Hospital, North Shore University Hospital Stern Family Center for Extended Care and Rehabilitation, Franklin Hospital (including Orzac Center for Extended Care and Rehabilitation, a division of Franklin Hospital), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1),(2) or (3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, authority to accept, utilize, transfer and share in the assets, revenue and income of each such corporation or group of corporations, as may be necessary or desirable to carry out the obligations of such corporation(s) pursuant to a master trust indenture or similar instrument, provided, however, that with respect to any other not-for-profit corporation subject to establishment by the New York State Public Health Council and not specifically named in this Paragraph 3 of which the Corporation is or hereafter becomes the sole voting member or otherwise affiliates, no such authority shall be accepted or exercised except pursuant to delegation pursuant to Section 701 of the Not-for-Profit Corporation Law and until all approvals required by law, including the approval of the Public Health Council where applicable, have first been obtained;

7. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is: North Shore-Long Island Jewish Health Care, Inc., c/o North Shore- Long Island Jewish Health System, Inc., 145 Community Drive, Great Neck, New York 11021, Attention: Office of Legal Affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment on this 17th day of March, 2011, and hereby affirm, under penalties of perjury, that the statements herein are true.

Name: Michael J. Dowling
Title: President and Chief Executive Officer

Name: Harry E. Gindi
Title: Assistant Secretary

North Shore-Long Island Jewish Health Care, Inc.

I, Hon. Anthony L. Parga, a Justice of the Supreme Court of the State of New York for the Tenth Judicial District do hereby approve of the foregoing Certificate of Amendment of the Certificate of Incorporation of North Shore-Long Island Jewish Health Care, Inc. and consent that the same be filed.

Date: 9/12/11

Hon. Anthony Parga
J.S.C.

THE ATTORNEY GENERAL HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON, ACKNOWLEDGES RECEIPT OF STATUTORY NOTICE AND DEMANDS SERVICE OF THE FILED CERTIFICATE. SAID NO OBJECTION IS CONDITIONED ON SUBMISSION OF THE MATTER TO THE COURT WITHIN 60 DAYS HEREAFTER.

Paula Gellman 9-25-11
ASSISTANT ATTORNEY GENERAL DATE
Paula Gellman

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

433 River Street, Suite 303
Troy, New York 12180

(518) 402-0964
PHHPC@health.state.ny.us

August 23, 2011

Ms. Adele N Herman
Assistant Vice President Strategic Planning
North Shore Long Island Jewish Health Care, Inc.
145 Community Drive
Great Neck, New York 11021

Re: Application No. 102453 North Shore Long Island Jewish Health Care, Inc. (Nassau County)

Dear Ms. Herman:

I HEREBY CERTIFY THAT AFTER INQUIRY and investigation, the application of North Shore Long Island Jewish Health Care, Inc. is APPROVED, the contingencies having now been fulfilled satisfactorily. The Public Health and Health Planning Council considered this application and imposed the contingencies at its meeting of June 16, 2011.

Public Health and Health Planning Council approval is not to be construed as approval of property costs or the lease submitted in support of the application. Such approval is not to be construed as an assurance or recommendation that property costs or lease amounts as specified in the application will be reimbursable under third party payor reimbursement guidelines.

To complete the requirements for certification approval, please contact the Metropolitan Area/Regional Office of the New York State Office of Health Systems Management, 90 Church Street, New York, New York 10007 or (212) 417-5990, within 30 days of receipt of this letter.

Sincerely,

Colleen M. Frost

Colleen M. Frost
Executive Secretary

/cf

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CERTIFICATE OF AMENDMENT

OF

THE CERTIFICATE OF INCORPORATION

OF

NORTH SHORE-LONG ISLAND JEWISH HEALTH CARE, INC.

Under Section 803 of the Not for Profit Corporation Law

2011 SEP 16 AM 9:36

2011 SEP 15 PM 2:10

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

SEP 16 2011

TAX $

BY:

Filer:
Nixon Peabody LLP
1100 Clinton Square
Rochester, NY 14604-1792

Customer Reference #38128

NASS

LCS
DRAWDOWN - #AL

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NORTH SHORE-LONG ISLAND JEWISH HEALTH CARE, INC.

BY-LAWS

As amended through February 19, 2015

52056

TABLE OF CONTENTS

Article I	Name	1
Article II	Membership	2
Article III	Board of Trustees	3
Article IV	Meetings of the Board of Trustees	7
Article V	Corporate Officers	9
Article VI	Committees	12
Article VII	Funds and Property	19
Article VIII	Indemnification	20
Article IX	Amendments	23
Article X	Miscellaneous	24

Article I

Name

Section 1.1 **Name**. This corporation shall be known as North Shore-Long Island Jewish Health Care, Inc. (hereinafter the "Corporation").

Article II

Membership

Section 2.1 **Member**. The sole member of the Corporation shall be North Shore-Long Island Jewish Health System, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (hereinafter in such capacity referred to as the "Member").

Section 2.2 **Annual Meeting**. The Annual Meeting of the Member for the election of Trustees and for the transaction of such other business as may properly come before the meeting shall be held each year on such date and at the place and time as may be fixed by the Member.

Section 2.3 **Special Meetings.** Special meetings of the Member may be called by the Chairman of the Board or by order of the Board of Trustees when deemed expedient.

Section 2.4 **Action by Member**. Any action to be taken by the Member pursuant to these By-laws shall be deemed to have been validly taken if either: (i) it is taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed by either the Chairman, Chief Executive Officer or another officer of the Member; or (ii) it is taken in the form of a validly taken action of the Board of Trustees or of the Executive Committee of the Member. Notwithstanding any other provision of these By-laws, any action which can or is required to be taken by the Board of Trustees of the Corporation may be taken by the Member, provided that if an action to elect a particular Trustee as Chairman of the Board requires the vote of more than a majority of the entire Board of Trustees pursuant to Section 4.7 hereof, such action has been approved by the Trustees or Members of North Shore-Long Island Jewish Health System, Inc. by a percentage vote equal to the percentage under Section 4.7 hereof required for the election of such Trustee as Chairman of the Board of the Corporation.

Article III

Board of Trustees

Section 3.1 **Duties and Responsibilities**. The Corporation shall be managed by the Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the affairs and property of the Corporation as it may deem proper, not inconsistent with the laws of the State of New York, the Certificate of Incorporation of the Corporation or these By-laws.

Section 3.2 **Number of Trustees**. The number of Trustees constituting the entire Board of Trustees of the Corporation shall initially be the number of Trustees elected and in office immediately after the Annual Meeting of the Member held in 2000. At all times after such Annual Meeting, the number of Trustees may be changed and fixed from time to time by a vote of the Member or by a vote of the majority of the entire Board of Trustees, by the actions of electing, removing or accepting the resignations of Trustees, with the number of Trustees elected and in office at any time being the number so fixed. The number of Trustees in office at any given time shall constitute the entire Board for purposes of the Not-for-Profit Corporation Law. The Chief Executive Officer of the Corporation shall at all times, by virtue of his or her office, be a voting member of the Board of Trustees and shall for all purposes of these By-laws be counted as such in determining the number of Trustees constituting the entire Board of Trustees of the Corporation.

Section 3.3 **Qualifications of Trustees**. Persons elected to the Board of Trustees shall be of good moral character and reputation and of suitable age and discretion. In selecting Trustees, consideration should be given to the candidate's:

(a) demonstrated interest in the objectives and purposes of the Corporation;

(b) willingness to accept responsibility for governance, including availability to participate actively in matters related to the Corporation;

(c) areas of interest and expertise;

(d) experience in organizational and communal activities; and

(e) commitment to the philanthropic mission of the Corporation.

Section 3.4 **Election of Trustees**. Trustees shall be elected, and newly created Trusteeships or vacancies shall be filled, by the Member in accordance with Article II. Newly created Trusteeships and vacancies may also be filled by vote of a majority of the entire Board of Trustees, as provided in Section 3.6.

Section 3.5 **Classification of Board**. The Trustees of the Corporation shall be divided into three classes of staggered three-year terms, with each class to consist of an approximately equal number of Trustees. The exact number of Trustees in each class and the designation and membership of each class shall be determined by the Member or the Board of Trustees, so that persons may be elected to serve in any class. At each Annual Meeting of the Member, the term of one class shall expire and Trustees shall be elected to a successor class to serve for a term of three years or until their successors are elected and qualified.

Section 3.6 **Newly Created Trusteeships; Vacancies**. If the number of Trustees is changed, any newly created Trusteeships or any decrease in Trusteeships shall be so apportioned among the classes as to make all classes as nearly equal in number as possible. If newly created Trusteeships are filled by the Board of Trustees or by the Member, there shall be no classification of the additional Trustees until the next Annual Meeting of the Member. Newly created Trusteeships resulting from an increase in the number of Trustees, and vacancies among such Trusteeships occurring for any reason, may be filled by vote of the Member or by vote of a majority of the Trustees then in office. A Trustee elected to fill a vacancy shall hold office until the next Annual Meeting of the Member or until his or her successor is elected and qualified.

Section 3.7 **Resignation**. Any Trustee may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board, or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof.

Section 3.8 **Compensation**. Trustees shall not receive compensation for serving as Trustees, provided however that nothing herein shall be construed to prevent a Trustee from serving the Corporation in another capacity for which compensation is received. No Trustee shall be permitted to vote on the compensation to be paid to him or her in any capacity, provided that the presence of such Trustee may be counted in determining the presence of a quorum.

Section 3.9 **Removal of Trustees**. (a) Any Trustee may be removed for cause by a vote of the Member or by a vote of the Board of Trustees, provided there is a quorum of not less than a majority present at the meeting of Trustees or the Member at which such action is taken. Any Trustee may also be removed without cause by the Member. At least five days' notice that the removal for cause of such Trustee will be considered at a meeting of either the Board of Trustees or the Member shall be given to the Trustees or to the Member, as applicable.

(b) The failure of a Trustee to execute and deliver to the Corporation or its affiliates in a timely manner completed questionnaires, forms, schedules or other documents required by the Corporation or its affiliates for compliance with governmental laws, rules or regulations; or in connection with applications for governmental approvals submitted by the Corporation or its affiliates (including, but not limited to, Certificate of Need applications); or for compliance with policies and procedures of the Corporation or

its affiliates applicable to Trustees (including, but not limited to, Conflicts of Interest disclosure forms and questionnaires, and mandatory compliance training), shall constitute grounds for the removal of such Trustee for cause. The removal of a Trustee for cause under this Section 3.9 (b) may be effectuated by a vote of the Executive Committee. A Trustee who has been removed for cause under this Section 3.9 (b) may be redesignated by the Executive Committee, in the exercise of its discretion, as an Honorary Trustee.

Section 3.10 Special Categories of Trustees

(a) **Life Trustee**. A person who, in the opinion of the Member or the Board of Trustees, has served with distinction as a Trustee of the Corporation or one of its affiliates over a period of years or has otherwise rendered distinguished service to the Corporation or one of its affiliates, may be elected as a Life Trustee by either the Board of Trustees or the Member. A Life Trustee shall have the right to attend all meetings of the Board of Trustees and of the Member and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees. A Life Trustee shall retain such title without the necessity of re-election by the Board of Trustees or the Member.

(b) **Honorary Trustee**. A person who, in the opinion of the Member or the Board of Trustees, has rendered valued service to the Corporation or one of its affiliates, may be elected as an Honorary Trustee by either the Board of Trustees or the Member. An Honorary Trustee shall have the right to attend all meetings of the Board of Trustees and of the Member and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees. An Honorary Trustee may be elected to serve for a term of up to three years and shall be subject to re-election by the Board of Trustees or the Member.

(c) **Associate Trustees**. The Member or the Board of Trustees may elect as an Associate Trustee a person who has a demonstrated interest in the objectives and purposes of the Corporation or its affiliates and in the philanthropic mission of the Corporation or its affiliates. An Associate Trustee may be elected to serve for a term of up to three years, and shall be subject to re-election by the Board of Trustees or the Member. He or she may serve as a member of committees, other than Committees of the Board, when duly appointed thereto and shall be invited to attend the Annual Meeting of the Board of Trustees and the Member. An Associate Trustee shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees. The Associate Trustees may be organized into committees in furtherance of the philanthropic mission of the Corporation and its affiliates. Annually the Associate Trustees will be invited to give a report on their activities to the Board of Trustees.

(d) **Associate Trustees/Emeritus**. The Member or the Board of Trustees may elect as an Associate Trustee/Emeritus a person who formerly served as an Associate Trustee and is no longer serving in that capacity, if in the opinion of the Member or the Board of Trustees such person has rendered valued service to the

Corporation or its affiliates as an Associate Trustee and the Member or the Board of Trustees consider it desirable for the Corporation to continue to maintain a relationship with such person in furtherance of the philanthropic mission of the Corporation and its affiliates. An Associate Trustee/Emeritus may retain such title without the necessity of re-election by the Member or Board of Trustees. An Associate Trustee/Emeritus shall be invited to attend the Annual Meeting of the Board of Trustees and the Member, but shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees.

(e) A person elected as a Life Trustee, Honorary Trustee, Associate Trustee, or Associate Trustee/Emeritus shall serve at the pleasure of the Board of Trustees and may be removed at any time without cause by the Board of Trustees or the Executive Committee.

Article IV

Meetings of the Board of Trustees

Section 4.1 **Annual Meeting**. The Annual Meeting of the Board of Trustees for the election of Corporate Officers of the Corporation and for the transaction of such other business as may properly come before the Board shall be held in the month of June of each year, on such date in such month and at the place and time as may be fixed by the Board of Trustees, or at such other place and time as shall be established from time to time by the Board of Trustees.

Section 4.2 **Regular Meetings**. Regular meetings of the Board of Trustees shall be held at such times and places as may be determined by the Board of Trustees. The Board of Trustees shall be expected to meet at least four times per year, including its Annual Meeting.

Section 4.3 **Special Meetings**. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board, or by the Chairman-Elect or any Vice Chairman in the absence of the Chairman of the Board, and shall be called by the Secretary upon the written request of not less than ten percent of the members of the Board of Trustees. Special meetings shall be held at the offices of the Corporation or at such other place as may be designated in the notice of the meeting, and at the time and date specified in the notice of the meeting or in the waiver of notice thereof.

Section 4.4 **Notice of Meeting**. All meetings of the Board of Trustees shall be held upon notice. Notice of meetings of the Board of Trustees shall be mailed to each Trustee at the address designated by him or her for such purpose or, if none is designated, at his or her last known address, not less than ten days before the day on which the meeting is to be held, or sent by telegram, facsimile transmission or electronic mail to such address or delivered to such Trustee personally, in each case not less than seven days before the day of such meeting. Notwithstanding the foregoing, special meetings of the Board of Trustees may be held with only one day's notice sent by telegram, facsimile transmission or electronic mail, or delivered personally, to each Trustee at such address. Notice of any meeting of the Board of Trustees shall also constitute notice of a meeting of (i) the Member; and (ii) the Executive Committee (to be held at the same place and time as, or in lieu of, such meeting of the Board of Trustees in the event a quorum of the Board of Trustees is not present at such meeting). Notice of a meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. shall constitute notice of a meeting of the Board of Trustees of this Corporation to be held at the same place as and concurrently with or immediately following such meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc., provided that at the time such notice is given, all members of the Board of Trustees of this Corporation are members of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc.

Section 4.5 **Waiver of Notice of Meeting**. Notice of any meeting need not be given to any Trustee who signs a waiver of notice before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement the lack of notice thereof.

Section 4.6 **Quorum**. Except as may otherwise expressly be required by law or these By-laws, the presence of a number of Trustees sufficient to constitute a quorum as provided herein shall be necessary for the transaction of business at all meetings of the Board of Trustees. The number of Trustees sufficient to constitute a quorum at any time shall be equal to one-quarter of the entire Board of Trustees. In the absence of a quorum, a majority of the Trustees present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.7 **Voting**. Except as otherwise provided in Section 3.8 of these By-Laws, each Trustee shall be entitled to one vote on each matter submitted to a vote of Trustees. At all meetings of the Board of Trustees, all matters shall be decided by the vote of a majority of the Trustees present at the time of such vote, if a quorum is present at such time, except as otherwise expressly required by law or by these By-laws. In accordance with Section 5.7 hereof, the affirmative vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize the election of a particular Trustee as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof, after receipt of the recommendation of the Nominating Committee given in accordance with Section 6.11 hereof.

Section 4.8 **Action by Board of Trustees Without a Meeting**. Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if all members of the Board of Trustees consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board of Trustees.

Section 4.9 **Telephonic Participation in Meetings**. All members of the Board of Trustees shall be permitted to participate in a meeting of the Board of Trustees by means of a conference telephone call or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V

Corporate Officers

Section 5.1 **Corporate Officers**. The Corporate Officers of the Corporation shall consist of a Chairman of the Board of Trustees (sometimes referred to herein as "Chairman of the Board" or "Chairman"), a Chief Executive Officer, a Treasurer and a Secretary. In addition, the Board of Trustees may as it deems appropriate from time to time, elect a President, a Chief Operating Officer, one or more Vice Presidents (including Executive and Senior Vice Presidents), one or more Assistant Secretaries, and such other officers as the Board shall determine to be necessary. The Board of Trustees may also elect, from among its number, such Vice Chairmen as are recommended by the Nominating Committee. The Vice Chairmen and other Corporate Officers elected by the Board of Trustees shall perform such duties as may be assigned to them from time to time by the Board of Trustees. The Chairman and Chairman-Elect, any Vice Chairmen, and the Chief Executive Officer shall be Trustees; all other Corporate Officers may, but need not, be Trustees. Two or more titles may be held by the same person, but the offices of Chief Executive Officer and Secretary shall not be held concurrently by the same person. The Board of Trustees may elect a successor to the Chairman of the Board (the "Chairman-Elect") at such time as the Board of Trustees may determine, with one year in advance of the anticipated commencement of his or her term as Chairman of the Board being customary. During the interim period between his or her election as Chairman-Elect and the commencement of his or her term as Chairman of the Board, the Chairman-Elect shall become familiar with the duties of the Chairman of the Board. The Chairman of the Board shall, in his or her reasonable discretion, involve the Chairman-Elect in the decision-making process with respect to matters for which the Chairman of the Board is responsible and permit the Chairman-Elect to attend meetings which the Chairman of the Board would be permitted or required to attend, review documents customarily reviewed or analyzed by the Chairman of the Board, and be privy to all aspects of the Corporation's business and activities. Each person elected under this Section 5.1 shall be a "Corporate Officer."

Section 5.2 **Chairman of the Board.** The Chairman of the Board shall preside at all meetings of the Board of Trustees, and shall coordinate the work of all committees. The Chairman of the Board shall be chairman of the Executive Committee and an *ex officio* voting member of all other Committees of the Board of Trustees and Committees of the Corporation, subject to applicable law, and except to the extent precluded by these By-laws and applicable law, shall appoint, and may remove, the members and chairmen of all committees, with the exception of Committees of the Board and other committees whose membership consists of specified officers or other specified persons as may be prescribed in these By-laws, provided, however, that the Chairman of the Board shall appoint the chairman of the Audit and Corporate Compliance Committee from among the members thereof. The Chairman of the Board shall have the authority to determine the membership of any committee provided for in these By-laws whose membership is not fixed by these By-laws or whose membership is to be determined as otherwise provided herein. The Chairman of the Board shall select individuals to serve on committees on the

basis of their interest in the purposes of the committee and their ability and willingness to participate actively in the work of the committee.

Section 5.3 **Chief Executive Officer**. The Chief Executive Officer shall have all necessary authority with respect to and be responsible for the administration of all departments of the Corporation, subject only to the policies adopted and decisions made by the Board of Trustees. The Chief Executive Officer shall recommend to the Board of Trustees for its approval the overall strategy of the Corporation and its organizational structure. The Chief Executive Officer shall be the direct executive representative of the Board of Trustees in the management of the operations of the Corporation.

Section 5.4 **Treasurer**. The Treasurer shall be responsible for supervision of the care and custody of all funds and securities of the Corporation, shall keep or cause to be kept a full and accurate account of all monies received and paid on account of the Corporation and shall render a statement of accounts whenever the Board of Trustees shall require. The Treasurer shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.5 **Secretary**. The Secretary (or any Assistant Secretary in the absence of the Secretary) shall record all votes and the minutes of all proceedings of the Board of Trustees in a minute book to be kept permanently for such purpose, shall give or cause to be given all notices required by law or by these By-laws, shall have custody of the corporate seal and authority to affix the same to any obligation, instrument or contract executed on behalf of the Corporation and, when so affixed, to attest the same by signature, shall keep and account for all books, documents, papers and records of the Corporation, except those for which another officer or agent is properly accountable, and shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.6 **Powers and Duties of Officers**. The powers and duties of the Corporate Officers shall be such as may be prescribed pursuant to these By-laws or from time to time by the Board of Trustees and, to the extent not so prescribed, as usually appertain to their respective offices, subject to the control of the Board of Trustees.

Section 5.7 **Election; Term of Office of Officers**. Except as provided herein and in Section 5.9 hereof, Corporate Officers shall be elected at the Annual Meeting of the Board of Trustees or at such other times at which the Board of Trustees may elect a Corporate Officer, and shall hold office until the next Annual Meeting of the Board of Trustees or until their successors shall have been elected and qualified. Corporate Officers may serve an unlimited number of terms, provided, however, that no Trustee shall be elected to or hold the office of Chairman of the Board for one or more terms the total length of which exceeds five years in the aggregate unless otherwise recommended by a vote of not less than eighty percent of the members of the Nominating Committee and authorized by a vote of not less than eighty percent of the members of the Board of Trustees as set forth in Sections 4.7 and 6.11 hereof. Notwithstanding the foregoing, a Trustee who has held the position of Chairman of the Board for five years may be

elected, without the necessity of either such eighty percent vote, to serve for an additional term of up to six months, if the additional term is necessary to accommodate the deferred commencement of the term of office of his or her successor. Nothing herein**,** including the five-year limitation described above, is intended to prohibit a Trustee from holding a different office after vacating the office of Chairman of the Board.

Section 5.8 **Resignation; Removal of Officers**. Any Corporate Officer may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. Any person serving as the Chairman of the Board or the Chief Executive Officer may be removed from such office with or without cause at any time by the Board of Trustees provided, however, that such action may be taken only at a meeting of the Board of Trustees the notice for which contains a statement that such action would be considered at the meeting. Any person serving as a Corporate Officer in any other capacity may be removed from such office with or without cause at any time by the Board of Trustees.

Section 5.9 **Vacancies**. Vacancies in any Corporate Officer position, whether occurring by death, resignation, removal or otherwise, may be filled at any time by the Board of Trustees.

Section 5.10 **Honorary Chairman of the Board**. The office of Honorary Chairman of the Board shall be an honorary office, which shall impose on the holder thereof no official duties or burdens. The holder of such office shall have the right to attend all meetings of the Board of Trustees and of the Member and to participate in their discussions, and shall lend to the Trustees, the Member and other officers such advice, counsel and assistance as they may desire and as the holder of such office may be able and willing to give. The holder of such office may also serve as a member of the Board of Trustees if elected thereto, in which event he or she shall have all of the rights and privileges of both offices.

Section 5.11 **Administrative Officers and Positions**. The Chief Executive Officer may from time to time designate new or additional administrative titles, including but not limited to Senior Vice President and Vice President, and may appoint persons to fill such administrative positions. Any persons appointed to such positions shall be considered administrative officers of the Corporation, shall have such powers and duties as may be assigned to them from time to time by the Chief Executive Officer, and shall serve at the pleasure of the Chief Executive Officer. Despite their administrative titles, however, such persons shall not be Corporate Officers of the Corporation.

Article VI

Committees

Section 6.1 Appointment of Committees.

(a) The Board of Trustees, by resolution adopted by a majority of the entire Board, may designate from among its members Committees of the Board of Trustees (sometimes referred to in these By-laws as "Committees of the Board"), each consisting of three or more Trustees, and each of which, to the extent provided in such resolution or in these By-laws, shall have all of the authority of the Board of Trustees which lawfully may be delegated to such a committee. Except as otherwise provided in these By-laws, the Board of Trustees shall designate the members of each Committee of the Board of Trustees at the Annual or other meeting of the Board of Trustees. Members of Committees of the Board shall serve for one-year terms or until their successors are designated. Members of all Committees of the Board shall serve at the pleasure of the Board of Trustees. By virtue of their office, the Chairman and the Chief Executive Officer shall be members of all Committees of the Board of Trustees and of all Committees of the Corporation, subject to applicable law, provided that the Chief Executive Officer shall not be a member of the Compensation Committee or the Audit and Corporate Compliance Committee.

(b) The Board of Trustees may create such committees other than Committees of the Board of Trustees as it may deem desirable. Such committees shall have only the powers specifically delegated to them by the Board of Trustees.

(c) Committees other than Committees of the Board of Trustees created by the Board of Trustees shall be Committees of the Corporation. The members of Committees of the Corporation need not be Trustees.

(d) There shall exist an Executive Committee, a Compensation Committee and an Audit and Corporate Compliance Committee as Committees of the Board of Trustees. Such Committees shall have such powers, duties and responsibilities as may be prescribed by these By-laws or the Board of Trustees. The other Committees and Sub-committees provided for in this Article VI shall be considered Committees of the Corporation. Committees of the Corporation will have no authority of the Board of Trustees but may advise on matters within their specified areas of concern, but the naming and description of such committees does not require them to consider or advise on all such matters. Each Committee of the Corporation shall serve at the pleasure of the Board of Trustees, which may create new committees or eliminate or combine any or all of the committees or sub-committees provided for in this Article VI, subject to any required appropriate amendments to this Article VI.

Section 6.2 Meetings of Committees. Each Committee of the Board of Trustees, and each Committee of the Corporation, may adopt its own rules of procedure consistent with these By-laws. In the absence of a contrary provision in rules adopted by

a committee, the following rules shall apply. Committees may meet either regularly at stated times or specially on written notice, given by the chairman or vice-chairman of such committee or members constituting not less than one-third of the full membership of such committee, at least six days in advance thereof by mail, or one day in advance by telegraph, telephone, facsimile transmission, electronic mail or personal delivery to all members thereof or on such other notice as the committee or the Board of Trustees in creating such committee may determine. Notice of any meeting need not be given to any member, however, if waived by such member before or after the meeting in writing. No notice need be given of any meeting to any member who attends such meeting without protesting prior to such meeting or at the commencement thereof the lack of notice of such meeting. Committees of the Board shall keep regular minutes of their proceedings, reflecting business conducted, including findings, conclusions and recommendations, and shall report such minutes to the Board of Trustees when required. Committees of the Corporation shall keep such minutes and prepare such reports as may be required or as they determine are appropriate for matters on which they advise. Except as otherwise expressly required by law or by these By-laws or unless otherwise determined by the Board of Trustees, one-third of the members of a committee shall constitute a quorum and the action of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. No committee other than a Committee of the Board of Trustees shall commit the Corporation to any obligation, course of conduct or procedure unless such obligation, course of conduct or procedure is expressly delegated to such committee in these By-Laws or duly authorized by the Board of Trustees.

Section 6.3 **Action by Committees Without a Meeting**. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the committee.

Section 6.4 **Telephonic Participation in Meetings**. Any one or more of the members of a committee shall be permitted to participate in a meeting of such committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 6.5 **Executive Committee**.

(a) The Nominating Committee shall nominate, subject to election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, with the exact number of Trustees on such Committee to be fixed from time to time by the election or designation of members for such Committee. With the exception of (x) persons specified in these By-laws to be nominated as *ex officio* voting members of the Executive Committee, and (y) persons nominated pursuant to agreements with sponsored institutions, the Nominating Committee shall not consider any member of the Board of Trustees for nomination or renomination to the Executive Committee (i)

subsequent to such member's 80th birthday; and (ii) without the unanimous consent of the Nominating Committee, subsequent to such member's 75th birthday. Each of the following shall be nominated as an *ex officio* voting member of the Executive committee: (A) the Chief Executive Officer; and (B) the Senior Executive Committee Member. The election or designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed by law.

(b) The Executive Committee, between meetings of the Board of Trustees, shall have and may exercise all of the authority of the Board of Trustees except as such authority is limited by applicable law and except to the extent, if any, that such authority would be inconsistent with any provision of these By-laws or is limited by any resolution to such effect adopted by the Board of Trustees. Among other things, the Executive Committee shall have the full authority of the Board of Trustees on all matters concerning strategic intent, network and business development, financial security, financial performance and operational efficiency of the Corporation. The Executive Committee shall be expected, but not required, to meet monthly except in months in which a regular meeting of the Board of Trustees is scheduled to be held.

Section 6.6 **Audit and Corporate Compliance Committee**. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Audit and Corporate Compliance Committee. The Audit and Corporate Compliance Committee shall be comprised of three or more Trustees, each of whom is not, and has not been within the last three years, an employee of the Corporation or of an Affiliate of the Corporation, or member of the Medical Staff; does not have a Relative who is, or has been within the last three years, a key employee of the Corporation or of an Affiliate of the Corporation; has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Corporation or an Affiliate of the Corporation (other than for Trustee expenses or compensation); is not a current employee of, or have a substantial financial interest in, or have a Relative who is a current officer of, or who has a substantial financial interest in, any entity that has made payments to, or received payments from, the Corporation or an Affiliate of the Corporation for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or two percent of such entity's consolidated gross revenues; and who otherwise does not have any relationship which in the opinion of the Chairman of the Board or the Board of Trustees would interfere with the exercise of independent judgment in carrying out the responsibilities of a member of the Committee. For purposes of this section, (a) Relative shall include a Trustee's spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; domestic partner or any other person if that person resides in the same household as the Trustee; and (b) Affiliate of the Corporation is any entity controlled by, in control of, or under common control with the Corporation. Members of the Committee must also be able to read and understand fundamental financial statements. The Chairman of the Committee

shall have accounting or related financial management expertise. The Committee shall have direct responsibility for the appointment, compensation and oversight of the work of the independent auditors employed by the Corporation for the purpose of preparing or issuing an audit report or related work, and such independent auditors shall report directly to the Committee. The Committee also shall oversee the Compliance Program, including compliance with the conflicts of interest and whistleblower policies of the Corporation; the Internal Audit Program; and Research Compliance Program. The Committee shall have such other duties and powers as are established in an Audit and Corporate Compliance Committee Charter approved by the Board of Trustees or the Executive Committee and shall have the resources and authority appropriate to discharge its duties, including the authority to retain and receive advice and assistance from outside legal, accounting or other advisers.

Section 6.7 **Committee on Community Health**. The Committee on Community Health will serve as a forum for identification and discussion of the health needs of the community and to recommend direction for the Health System to focus its attention. In carrying out its charge, it will consider the health issues of our region by reviewing Health System clinical service lines, health programs serving the community and health educational programs for the public, all on behalf of improving the health status of our communities. The Committee will meet as frequently as needed and include Health System Trustees and Associate Trustees from all the communities served by the Health System. It may, at its discretion, call upon other members of the community to serve in an advisory capacity.

Section 6.8 **Finance Committee**. The Finance Committee may advise, oversee and set policy for budgets, capital requirements, funding sources, pensions, investments, and insurance. The Finance Committee may assist in formulating and executing business models for ancillary services, including for-profit entities, to ensure that the operations of each entity consider the medical and financial needs of the entire Health System and are fully integrated into it. The Finance Committee may also provide support, assistance and guidance to management of the Health System in reviewing and evaluating potential significant System development transactions. The Committee, which may serve to advise the Executive Committee, will be expected but is not required to meet monthly. The Finance Committee shall have such sub-committees as it may determine.

Section 6.9 **Governance Committee**.

(a) The Governance Committee may advise and coordinate Corporation Board activities in the areas of governance of the Corporation, including the functionality of the committee structure, legal affairs, and nominating. It may recommend ways that the functioning of the committees can be improved in order to provide for active participation of additional Trustees and to facilitate the growth and development of future leaders. Specifically, the Governance Committee may advise upon and make recommendations to the Board of Trustees, the Executive Committee, and/or the Chairman of the Board, as appropriate, in the following areas:

1. Board Size and Term Limits;
2. Diversity on the Board;
3. Number, Structures, and Membership of Committees;
4. Rotation of Committee Members;
5. Trustee Orientation and Continuing Education;
6. Trustee Self-Assessment;
7. Trustee Responsibilities;
8. Significant Changes to Corporate Organizational Documents; and
9. Other Significant Governance Policies and Procedures

(b) The Governance Committee may meet as frequently as needed. It will have a Nominating Committee and such other sub-committees as it may determine. The Nominating Committee will have the responsibilities specified in Section 6.11 hereof. Any other sub-committees may have such responsibilities as are assigned by the Governance Committee as being within their respective areas of concern. The Chairman of the Board and the Chairman of the Nominating Committee will be *ex-officio* members of the Governance Committee.

Section 6.10 Compensation Committee. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Compensation Committee. The persons so nominated shall include the Chairman of the Board, the Chairman-Elect, if any, the Chairman of the Governance Committee and such additional Trustees as shall be nominated by the Nominating Committee. The Chairman of the Board shall be the Chairman of the Compensation Committee. The Compensation Committee shall review annually the compensation proposed to be paid by the Corporation to its Corporate Officers who receive compensation from the Corporation, shall approve such compensation or make such adjustments thereto as it deems appropriate and shall approve all employment contracts to be entered into by the Corporation with any Corporate Officers. No employee, whether or not a member of the Board of Trustees or a Corporate Officer, shall be a member of the Compensation Committee, provided however, that the Chief Executive Officer and other Corporate Officers may be invited to attend and participate in meetings except with respect to decisions as to their respective compensation. With respect to matters within its purview, the Compensation Committee shall have all of the authority of the Board of Trustees, except that the term of office of the Chief Executive Officer shall be recommended by the Compensation Committee to the Executive Committee for, and shall be subject to, its ratification.

Section 6.11 Nominating Committee.

(a) The Nominating Committee shall consist of the Chairman of the Board, the immediate past Chairman of the Board (the "Past Chairman"), the Chairman of the Governance Committee, the Chairman of the Nominating Committee if other than the Past Chairman, and such other members of the Board of Trustees as the Chairman of

the Board and the Chairman of the Nominating Committee jointly designate, provided, however, that with the exception of the Chairman of the Board, the Past Chairman, the Chairman of the Governance Committee and the Chairman of the Nominating Committee, no person shall be elected or reelected to the Nominating Committee after such person's 80th birthday. Recommendations regarding the membership of the Nominating Committee may be provided by the Governance Committee to the Chairman of the Board and the Chairman of the Nominating Committee for their consideration. The Past Chairman shall serve as the Chairman of the Nominating Committee, unless the Past Chairman declines to so serve, in which case the immediately preceding Past Chairman shall serve as Chairman of the Nominating Committee. If the immediately preceding Past Chairman also declines to serve as Chairman of the Nominating Committee, the persons then serving as the members of the Nominating Committee shall select a person to serve as Chairman of the Nominating Committee. The Nominating Committee shall be responsible for recommending all candidates to serve on the Board of Trustees and all prospective Corporate Officers of the Corporation (including honorary and emeritus positions), all candidates to serve on the Board of Trustees or the Board of Directors of any corporation of which the Corporation is the sole member or as to which it has the right to nominate Trustees or Directors, as applicable, and all candidates to serve in or hold positions in the special categories of Trustees described in Section 3.10 hereof. The affirmative vote of a majority of the total number of members of the Nominating Committee, as fully constituted and without giving effect to any vacancies, shall be required to make recommendations, except that the affirmative vote of not less than eighty percent of such total number of members shall be required to recommend to the Board of Trustees that a particular Trustee be elected as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof. The Nominating Committee shall present to the Board of Trustees, at the regular meeting of the Board of Trustees immediately preceding the Annual Meetings of the Member and the Board of Trustees, a list of all such candidates to be voted upon at such Annual Meetings.

(b) In addition to its responsibilities set forth in paragraph (a) above, the Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, Audit and Corporate Compliance Committee, and Compensation Committee in accordance with the provisions of Sections 6.5, 6.6 and 6.10 hereof, respectively**.** The Nominating Committee shall also have the responsibility for making recommendations with regard to leadership succession planning. In addition, at the request of the Chairman of the Board, the Nominating Committee may designate a Trustee as Senior Executive Committee Member. Not more than one Trustee shall bear the Senior Executive Committee Member designation.

Section 6.12 Facilities Planning Committee. The Facilities Planning Committee may advise upon and analyze site availability of owned property, evaluate adequacy of existing facilities, examine feasibility of renovation and/or new construction,

and examine availability of property for present and future expansion. The Committee, which may serve to advise the Executive Committee, may meet as frequently as needed.

Section 6.13 Development Committee. The Development Committee may create an organizational template of Trustees, Associate Trustees, professionals and Health System supporters to help finance the Health System's mission by drawing upon the strong community roots of the hospitals within the Health System. The Committee may meet as frequently as needed and may establish such sub-committees as it considers appropriate for its work.

Section 6.14 Committee on Quality. The Committee on Quality may review the results of measures that evaluate clinical performance of the Corporation's health care affiliates to better understand how they meet accepted standards of practice. The Committee on Quality also may review analyses of sentinel events in order to understand how these incidents can be prevented in the future, to communicate lessons learned and for establishing best practices. The Committee on Quality will meet not less than ten times per year and will be comprised of members of the Board of Trustees, as well as senior leadership representing administration, nursing and the Medical Staff of the Corporation's health care affiliates.

Section 6.15 Committee on Education. The Committee on Education may advise upon and provide consent for medical school relationships and may develop continuing education strategies. The Committee may meet as frequently as needed.

Article VII

Funds and Property

Section 7.1 **Gifts and Endowments**. The Board of Trustees shall establish the conditions under which the Corporation shall accept contributions, devises and bequests from donors and the terms for the commemoration of any such gifts through the establishment of endowments or otherwise. Nothing herein is intended to limit the ability of any of the Corporation's affiliates to establish the conditions under which they may accept contributions from donors and the terms for the commemoration of any such gifts.

Section 7.2 **Deposit of Funds**. The Board of Trustees shall select banks or depositories as it shall deem proper for the funds of the Corporation. The Board of Trustees shall determine who shall be authorized on behalf of the Corporation to sign checks, drafts or other orders for the payment of money, acceptances and notes or other evidences of indebtedness.

Section 7.3 **Investments**. The funds of the Corporation may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Trustees may deem desirable, provided that such funds may be maintained uninvested, as the Board of Trustees may deem advisable.

Section 7.4 **Contracts**. Deeds, mortgages, contracts, leases and other instruments relating to the property of the Corporation or under which the Corporation may incur liability may be signed in the name of the Corporation by the Chairman of the Board, the Chief Executive Officer, any other Corporate Officer, or by any other signatory authorized to sign such instrument by the Board of Trustees.

Article VIII

Indemnification

Section 8.1 **Trustees and Officers**. The Corporation shall indemnify each person who is a present or former Trustee or officer of the Corporation or member of a committee established pursuant to Article VI who is or was made or threatened to be made a party to, or is or was involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or whether brought by or in the right of the Corporation, by reason of the fact that such person (i) is or was a Trustee, officer or committee member; or (ii) in the case of a present or former Trustee or officer, serves or served, at the request of the Corporation, any other corporation, partnership, joint venture, trust, or employee benefit plan in any capacity, against judgments, assessments, fines, amounts paid or to be paid in settlement, penalties, taxes and reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with such action or proceeding or any appeal therein, except where a judgment or other final adjudication adverse to such person establishes that (a) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated; or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. For all purposes of this Article VIII: (i) the term "Trustee" shall include all Trustees and all Life Trustees, Honorary Trustees and Associate Trustees elected pursuant to Section 3.10; and (ii) the term "officer" shall include all Corporate Officers of the Corporation who are elected pursuant to Section 5.1 and all administrative officers of the Corporation who are appointed pursuant to Section 5.11 with the titles of Senior Vice President or Vice President.

Section 8.2 **Reimbursement**. The Corporation shall, from time to time, reimburse or advance to any person referred to in Section 8.1 the funds necessary for payment of expenses incurred by such person in connection with any threatened, pending or completed action, proceeding, or appeal described in Section 8.1 upon receipt, if required by the New York Not-for-Profit Corporation Law or deemed appropriate by the Board of Trustees, of a written undertaking by or on behalf of such person to repay such amount(s) if it is ultimately determined that such person is not entitled to indemnification under this Article VIII or otherwise, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or appeal who are similarly situated, unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 8.3 **Other Rights**. The Corporation, by resolution adopted by its Board of Trustees, or, if such power is delegated to the Chief Executive Officer by the Board of Trustees, by action of the Chief Executive Officer, may indemnify and reimburse or advance expenses to any person, whether or not described in Section 8.1, to whom the Corporation is permitted to provide indemnification or the reimbursement or

advancement of expenses, to the fullest extent permitted by applicable law as it may exist from time to time, whether pursuant to rights granted pursuant to, or provided by, the New York Not-for-Profit Corporation Law or other rights created by (a) a resolution of the Board of Trustees or (b) an agreement approved by the Board of Trustees providing for such indemnification or reimbursement or advancement of expenses, it being expressly intended that this Article VIII authorizes the creation of other rights in any such manner. Any such indemnification and any such reimbursement or advancement of expenses may, in the Board's discretion and to the extent permitted by law, be retroactive and be available with respect to events occurring prior to the adoption hereof and prior to any such resolution or agreement.

Section 8.4 Applicable Law. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or reimbursement or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification (or reimbursement or advancement of expenses) is sought.

Section 8.5 Enforcement.

(a) Contract Right. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to Section 8.1 or 8.2 of this Article VIII or a resolution or agreement authorized pursuant to Section 8.3 of this Article VIII: (a) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof (or of any such resolution) were set forth in a separate written contract between the Corporation and such person; (b) is intended to be retroactive and shall, to the extent permitted by law, be available with respect to events occurring prior to the adoption hereof or of any such resolution or agreement; and (c) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto. The Corporation shall not be obligated under this Article VIII (including any resolution or agreement authorized by Section 8.3 of this Article VIII) to make any payment hereunder (or under any such resolution or agreement) to the extent the person seeking indemnification hereunder (or under any such resolution or agreement) has actually received payment (under any insurance policy, resolution, agreement or otherwise) of the amount otherwise indemnifiable hereunder (or under any such resolution or agreement).

(b) Right to Bring Suit. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant to this Article VIII (including any resolution or agreement authorized by Section 8.3) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, within the time frame allowed by law, bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled also to be paid the reasonable expenses of prosecuting such claim. Neither the failure of the Corporation (including its Board of Trustees or independent legal counsel)

to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Trustees or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall create a presumption that the claimant is not so entitled.

Section 8.6 **Non-Exclusivity**. The rights granted pursuant to or provided by the foregoing provisions of this Article VIII shall be in addition to and shall not be exclusive of any other rights to indemnification and expenses to which any person may otherwise be entitled by law, contract or otherwise.

Section 8.7 **Insurance**. The Corporation is not required to purchase Trustees and Officers liability insurance, but the Corporation may purchase such insurance. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article VIII or by operation of law, and it may insure directly the Trustees, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article VIII as well as for liabilities against which they are otherwise entitled or permitted to be indemnified by the Corporation.

Section 8.8 **Definitions**. Without limiting any indemnification provided by Section 8.1, for purposes of this Article VIII, the term: (a) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; (b) "person" shall include the personal representative, testator or intestate of a person; and (c) service "at the request of the Corporation" shall include service provided to (i) any other corporation or other entity which may be specified by resolution of the Board of Trustees or its Executive Committee, (ii) any corporation, partnership, joint venture, trust or other enterprise of which fifty percent or more of the voting power or economic interest is held, directly or indirectly, by the Corporation, or (iii) any employee benefit plan of the Corporation or of any entities referred to in clauses (i) or (ii).

Article IX

Amendments

Section 9.1 **Amendments**. These By-laws may be amended or repealed and new By-laws may be adopted by action of the Member or at a meeting of the Board of Trustees by the vote of two-thirds of the Trustees present at the time of such vote, if a quorum is present at such time (except that the vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize any amendment or repeal of any of the provisions of Section 4.7, 5.7 or 6.11 hereof relating to the required eighty percent vote of the Nominating Committee to recommend, and of the Board of Trustees to authorize, the election of any Trustee to a term as Chairman of the Board that would result in such person holding such office for more than an aggregate of five years), provided that the text or substance of the proposed amended, repealed or new By-law shall have been given to the Trustees or the Member not less than three days prior to such meeting.

Section 9.2 **Periodic Review of By-laws**. Not less frequently than once every three years, the Chairman of the Board shall appoint a committee which shall review these By-laws and shall recommend to the Board of Trustees such amendments as such committee shall deem appropriate.

Article X

Miscellaneous

Section 10.1 Corporate Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, New York." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise used.

Section 10.2 Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of the Board of Trustees and the Member and any committee thereof.

Section 10.3 Fiscal Year. The Board of Trustees shall have the power to fix from time to time the fiscal year of the Corporation.

Section 10.4 Annual Audit. Following the close of each fiscal year of the Corporation, a firm of certified public accountants selected by the Board of Trustees shall audit the balance sheet of the Corporation at the end of such fiscal year and the statement of operations of the Corporation for such fiscal year and shall submit a report on their examination of such financial statements to the Board of Trustees.

Section 10.5 Actions as Shareholder or Sole Member of Affiliates. Any actions which may be taken by the Corporation as a shareholder or the sole member of any other corporation shall be deemed to have been validly taken if either: (i) taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed in the name of the Corporation by either the Chairman, the Chief Executive Officer, or another Corporate Officer of the Corporation or by any other signatory authorized to sign such consent by the Board of Trustees; or (ii) taken by valid action of the Board of Trustees or of the Executive Committee of the Board of Trustees.

Section 10.6 Conflicts of Interest.

(a) A conflict of interest may exist when a member of the Board of Trustees or an employee of the Corporation has the opportunity to influence the Corporation's business or other decisions in ways that could lead to personal gain or advantage of any kind for such person or any of his or her family or associates. A member of the Board of Trustees or an employee of the Corporation may have a conflict of interest when he or she or any of his or her family or associates (to his or her present knowledge) either (i) has an existing or potential financial or other material interest which could influence or might appear to influence the individual's independent judgment in the discharge of responsibilities to the Corporation; or (ii) may receive a financial or other material benefit from knowledge of information confidential to the Corporation or from a transaction involving the Corporation. The family of an individual includes his or her spouse, parents, siblings, children and any other blood relative if the latter resides in the same household. An associate of an individual includes any person, trust,

corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the individual or any member of his or her family (i) is a director, officer, employee, member, partner or trustee; or (ii) has a significant financial interest or any other interest which enables him or her to exercise control or significantly influence policy of the associate.

(b) The Corporation shall adopt and implement appropriate policies and procedures designed to effectuate disclosure of actual or potential conflicts of interest and appropriate responses thereto.

Section 10.7 Gender Neutrality. For purposes of these By-laws, the words "Chairman" and "Chairmen" in any context shall refer to males or females holding such positions.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 6, 2007.

Paul LaPointe
Special Deputy Secretary of State

Rev. 06/07

9710270000483

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE - LONG ISLAND JEWISH HEALTH SYSTEM, INC.

Under Section 402 of the Not-for-Profit Corporation Law

THE UNDERSIGNED, natural persons over the age of eighteen years, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law of the State of New York (the "Not-for-Profit Corporation Law"), do hereby certify:

FIRST. The name of the corporation is **North Shore - Long Island Jewish Health System, Inc.** (hereinafter the "Corporation").

SECOND. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.

THIRD. The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: Long Island Jewish Medical Center, North Shore Health System, North Shore University Hospital, North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation or any of the aforenamed corporations is or hereafter becomes the sole voting member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment or attainment of the foregoing purposes.

FOURTH. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Corporation Law, together with the power to maintain a fund or funds of real or personal property for any corporate purposes. The Corporation shall have the right to exercise such other powers as now are, or may hereafter be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

FIFTH. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual. Reasonable compensation, however, may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes.

SIXTH. Nothing contained herein shall authorize the Corporation to establish or operate a hospital or to provide hospital services or health related services, or to operate a substance or alcohol abuse program, a drug maintenance program, a facility for the mentally disabled, a certified home health agency, a licensed home care services agency, a hospice, a health maintenance organization, or a comprehensive health services plan, as provided for by Articles 28, 33, 36, 40 and 44, respectively, of the Public Health Law or Article 31 of the Mental Hygiene Law, or to solicit contributions for the establishment or operation of any hospital, without the prior approvals required by New York law.

SEVENTH. Nothing herein shall be construed as authorizing the Corporation to operate an institution of higher learning or to engage in the practice of any of the professions designated in Title VIII of the Education Law. Nothing contained herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes, any of the activities mentioned in Section 404(a) through (v) of the Not-for-Profit Corporation Law.

EIGHTH. Notwithstanding any other provision of this Certificate of Incorporation, the Corporation is organized exclusively for charitable purposes, as specified in Section 501(c)(3) of the Code, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code.

NINTH. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except to the extent authorized by Section 501(h) of the Code, or the corresponding provision of any future United States internal revenue law, during any fiscal year or years in which the Corporation has chosen to utilize the benefits authorized by that statutory provision) and the

Corporation shall not participate in or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

TENTH. The office of the Corporation shall be located in Nassau County, State of New York.

ELEVENTH. The names and addresses of the initial directors of the Corporation are as follows:

Name	Address
John S.T. Gallagher	150 Community Drive Great Neck, NY 11021
Saul B. Katz	150 Community Drive Great Neck, NY 11021
Irving Schneider	270-05 76th Avenue New Hyde Park, NY 11042
Roy J. Zuckerberg	270-05 76th Avenue New Hyde Park, NY 11042

TWELFTH. The Secretary of State is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: North Shore - Long Island Jewish Health System, Inc., 600 Northern Boulevard, Great Neck, New York 11021.

THIRTEENTH. In the event of dissolution, the assets and property of the Corporation remaining after payment of expenses and satisfaction of all liabilities shall be distributed as determined by the Board of Directors and as approved by a court of competent jurisdiction for the not-for-profit purposes of the Corporation and/or to such charitable and educational organizations as shall qualify under Section 501(c)(3) of the Code. Any of such assets not so distributed shall be disposed of for such purposes as approved by a Justice of the Supreme Court of the State of New York or such other court having jurisdiction over the Corporation.

IN-WITNESS WHEREOF, this certificate has been executed the 24th day of October, 1997 and we affirm the statements contained herein are true under the penalty of perjury.

Albert M. Appel
Incorporator
Stroock & Stroock & Lavan
180 Maiden Lane
New York, New York 10038

Anthony J. D'Auria
Incorporator
Winston & Strawn
200 Park Avenue
New York, New York 10166

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CERTIFICATE OF INCORPORATION

OF

NORTH SHORE - LONG ISLAND JEWISH HEALTH SYSTEM, INC

Under Sec. 402 of the Not-for-Profit Corporation law

FILED BY:

John S. Harris Esq
Plunkett & Jaffe, P.C.
111 Washington Avenue
Albany, NY 12210

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 27 1997
TAX $
BY: MMR
Nassau

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 5, 2007.

Paul LaPointe
Special Deputy Secretary of State

Rev. 06/07

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231

F020509000940

CERTIFICATE OF CHANGE
OF

North Shore-Long Island Jewish Health System, Inc.
(Insert Name of Domestic Corporation)

Under Section 803-A of the Not-for Profit Corporation Law

FIRST: The name of the corporation is: North Shore-Long Island Jewish Health System, Inc.

If the name of the corporation has been changed, the name under which it was formed is: _____

SECOND: The certificate of incorporation was filed by the Department of State on: October 27, 1997

THIRD: The change(s) effected hereby are: *[Check appropriate box(es)]*

- ☐ The county location, within this state, in which the office of the corporation is located, is changed to. _____
- ☒ The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to: North Shore-Long Island Jewish Health System, Inc. 145 Community Drive, Great Neck, NY 11021
- ☐ The corporation hereby: *[Check one]*
  - ☐ Designates _____ as its registered agent upon whom process against the corporation may be served.
  - ☐ Changes the designation of its registered agent to: _____
  - ☐ Changes the address of its registered agent to: _____
  - ☐ Revokes the authority of its registered agent.

FOURTH: The change was authorized by the board of directors.

Harry E. Gindi
(Signature)

Harry E. Gindi, Assistant Secretary
(Name and Capacity of Signer)

DOS-1502 (5/01)

CERTIFICATE OF CHANGE
OF

North Shore-Long Island Jewish Health System, Inc.
(Insert Name of Domestic Corporation)

F02050900094D

Under Section 803-A of the Not-for-Profit Corporation Law

Filer's Name Harry E. Gindi

Address North Shore-Long Island Jewish Health System
150 Community Drive

City, State and Zip Code Great Neck, NY 11021

NOTE. This form was prepared by the New York State Department of State You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $20 filing fee

For Office Use Only

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 09 2002

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BY: 105004

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NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM, INC.

BY-LAWS

As amended through February 19, 2015

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TABLE OF CONTENTS

Article I	Name	1
Article II	Membership	2
Article III	Board of Trustees	4
Article IV	Meetings of the Board of Trustees	8
Article V	Corporate Officers	10
Article VI	Committees	13
Article VII	Funds and Property	20
Article VIII	Indemnification	21
Article IX	Amendments	24
Article X	Miscellaneous	25

Article I

Name

Section 1.1 **Name**. This corporation shall be known as North Shore-Long Island Jewish Health System, Inc. (hereinafter the "Corporation").

Article II

Membership

Section 2.1 **Members**. The Members of the Corporation shall consist of such persons as are Trustees of the Corporation. Election of any person as a Trustee shall automatically constitute the election of such person as a Member of the Corporation. Upon the termination of the Trusteeship of any person for any reason, such person shall thereupon cease to be a Member of the Corporation. Termination of any person's Membership shall also constitute a termination of such person's Trusteeship.

Section 2.2 **Authority**. Members shall have the voting and other rights of members of a domestic corporation under the Not-for-Profit Corporation Law of the State of New York.

Section 2.3 **Annual Meeting**. An Annual Meeting of the Members shall be held each year for the election of Trustees and the transaction of other business. Such Annual Meeting of the Members shall take place immediately prior to the Annual Meeting of the Board of Trustees, and shall be held on the same day and in the same location as such Annual Board Meeting.

Section 2.4 **Special Meetings.** Special meetings of the Members may be called by the Chairman or the Board of Trustees and shall be called by the Secretary upon written demand of not less than ten percent of the Members specifying the date and month thereof, which shall not be less than two nor more than three months from the date of such written demand. Notice of any such meeting shall indicate the purpose or purposes of the meeting and the individual at whose direction the notice is being issued.

Section 2.5 **Notice**. Notice of each meeting of the Members shall be given to each Member, personally or by first class mail, not less than ten nor more than fifty days before the date of the meeting. Notices shall be deemed to have been given by mail when deposited in the United States mail. Notices shall be sent or delivered to each Member at the address designated by him or her for such purpose, or, if none has been so designated, at the Member's last known residence or business address. Notice of a meeting of Members need not be given to any Member who submits a signed waiver of notice, in person or by proxy, before or after the meeting, or who attends the meeting, in person or by proxy, without protesting prior thereto or at its commencement the lack of notice thereof. Any notice of any meeting of the Board of Trustees which complies with the foregoing requirements or with the requirements for notices under Section 4.4 hereof shall also constitute notice of a meeting of the Members to be held at the same place and time as such meeting of the Board of Trustees, in the event it is determined that any action to be taken at such meeting may or should be taken by the Members.

Section 2.6 **Quorum**. At all meetings of the Members one-quarter of the Members attending in person or by proxy shall constitute a quorum for the transaction of business or any specified item of business.

Section 2.7 **Action by Members**. At any meeting of the Members each Member shall be entitled to one vote, cast either in person or by written proxy. Whenever any corporate action, including the election of Trustees, is to be taken by vote of the Members, it shall, unless a greater proportion is required by law or these By-laws, be authorized by the vote of a majority of the Members present in person or by proxy at a meeting of Members. Notwithstanding any other provision of these By-laws, any action which can or is required to be taken by the Board of Trustees may be taken by the Members.

Section 2.8 **Action Without a Meeting**. Any action required or permitted to be taken by the Members may be taken without a meeting on written consent, setting forth the action so taken, signed by all Members.

Section 2.9 **Telephone Participation**. Any one or more Members may participate in a meeting by means of conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Article III

Board of Trustees

Section 3.1 Duties and Responsibilities. The Corporation shall be managed by the Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the affairs and property of the Corporation as it may deem proper, not inconsistent with the laws of the State of New York, the Certificate of Incorporation of the Corporation or these By-laws.

Section 3.2 Number of Trustees. The number of Trustees constituting the entire Board of Trustees of the Corporation shall initially be the number of Trustees elected and in office immediately after the Annual Meeting of the Board of Trustees held in 2000. At all times after such Annual Meeting the number of Trustees may be changed and fixed from time to time by a vote of the Members or by a majority of the entire Board of Trustees, by the actions of electing or removing or accepting the resignations of Trustees, with the number of Trustees elected and in office at any time being the number so fixed. The number of Trustees in office at any given time shall constitute the entire Board for purposes of the Not-for-Profit Corporation Law. The Chief Executive Officer of the Corporation shall at all times, by virtue of his or her office, be a voting member of the Board of Trustees and shall for all purposes of these By-laws be counted as such in determining the number of Trustees constituting the entire Board of Trustees of the Corporation.

Section 3.3 Qualifications of Trustees. Persons elected to the Board of Trustees shall be of good moral character and reputation and of suitable age and discretion. In selecting Trustees, consideration should be given to the candidate's:

(a) demonstrated interest in the objectives and purposes of the Corporation;

(b) willingness to accept responsibility for governance, including availability to participate actively in matters related to the Corporation;

(c) areas of interest and expertise;

(d) experience in organizational and communal activities; and

(e) commitment to the philanthropic mission of the Corporation.

Section 3.4 Election of Trustees. Trustees shall be elected, and newly created Trusteeships or vacancies shall be filled, by the Members at the Annual Meeting of the Members or at other meetings from time to time in accordance with Article II. Newly created Trusteeships and vacancies may also be filled by vote of a majority of the entire Board of Trustees, as provided in Section 3.6.

Section 3.5 **Classification of Board**. The Trustees of the Corporation shall be divided into three classes of staggered three-year terms, with each class to consist of an approximately equal number of Trustees. The exact number of Trustees in each class and the designation and membership of each class shall be determined by the Members or the Board of Trustees, so that persons may be elected to serve in any class. At each Annual Meeting of Members, the term of one class shall expire and Trustees shall be elected to a successor class to serve for a term of three years or until their successors are elected and qualified.

Section 3.6 **Newly Created Trusteeships; Vacancies**. If the number of Trustees is changed, any newly created Trusteeships or any decrease in Trusteeships shall be so apportioned among the classes as to make all classes as nearly equal in number as possible. If newly created Trusteeships are filled by the Board of Trustees or by the Members, there shall be no classification of the additional Trustees until the next Annual Meeting of Members. Newly created Trusteeships resulting from an increase in the number of Trustees, and vacancies among such Trusteeships occurring for any reason, may be filled by vote of the Members or by vote of a majority of the Trustees then in office. A Trustee elected to fill a vacancy shall hold office until the next Annual Meeting of Members or until his or her successor is elected and qualified.

Section 3.7 **Resignation**. Any Trustee may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board, or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. The resignation of any Trustee from the Board shall also constitute such individual's resignation as a Member.

Section 3.8 **Compensation**. Trustees shall not receive compensation for serving as Trustees, provided however that nothing herein shall be construed to prevent a Trustee from serving the Corporation in another capacity for which compensation is received. No Trustee shall be permitted to vote on the compensation to be paid to him or her in any capacity, provided that the presence of such Trustee may be counted in determining the presence of a quorum.

Section 3.9 **Removal of Trustees**. (a) Any Trustee may be removed for cause by a vote of the Members or by a vote of the Board of Trustees, provided there is a quorum of not less than a majority present at the meeting of Trustees or Members at which such action is taken. Any Trustee may also be removed without cause by the Members. At least five days' notice that the removal for cause of such Trustee will be considered at a meeting of either the Board of Trustees or the Members shall be given to the Trustees or to the Members, as applicable.

(b) The failure of a Trustee to execute and deliver to the Corporation or its affiliates in a timely manner completed questionnaires, forms, schedules or other documents required by the Corporation or its affiliates for compliance with governmental laws, rules or regulations; or in connection with applications for governmental approvals

submitted by the Corporation or its affiliates (including, but not limited to, Certificate of Need applications); or for compliance with policies and procedures of the Corporation or its affiliates applicable to Trustees (including, but not limited to, Conflicts of Interest disclosure forms and questionnaires, and mandatory compliance training), shall constitute grounds for the removal of such Trustee for cause. The removal of a Trustee for cause under this Section 3.9 (b) may be effectuated by a vote of the Executive Committee. A Trustee who has been removed for cause under this Section 3.9 (b) may be redesignated by the Executive Committee, in the exercise of its discretion, as an Honorary Trustee.

Section 3.10 Special Categories of Trustees

(a) **Life Trustee**. A person who, in the opinion of the Members or the Board of Trustees, has served with distinction as a Trustee of the Corporation or one of its affiliates over a period of years or has otherwise rendered distinguished service to the Corporation or one of its affiliates, may be elected as a Life Trustee by either the Board of Trustees or the Members. A Life Trustee shall have the right to attend all meetings of the Board of Trustees and of the Members and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees or a Member. A Life Trustee shall retain such title without the necessity of re-election by the Board of Trustees or the Members.

(b) **Honorary Trustee**. A person who, in the opinion of the Members or the Board of Trustees, has rendered valued service to the Corporation or one of its affiliates, may be elected as an Honorary Trustee by either the Board of Trustees or the Members. An Honorary Trustee shall have the right to attend all meetings of the Board of Trustees and of the Members and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees or a Member. An Honorary Trustee may be elected to serve for a term of up to three years and shall be subject to re-election by the Board of Trustees or the Members.

(c) **Associate Trustees**. The Members or the Board of Trustees may elect as an Associate Trustee a person who has a demonstrated interest in the objectives and purposes of the Corporation or its affiliates and in the philanthropic mission of the Corporation or its affiliates. An Associate Trustee may be elected to serve for a term of up to three years, and shall be subject to re-election by the Board of Trustees or the Members. He or she may serve as a member of committees, other than Committees of the Board, when duly appointed thereto and shall be invited to attend the Annual Meeting of the Board of Trustees and the Members. An Associate Trustee shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees or a Member. The Associate Trustees may be organized into committees in furtherance of the philanthropic mission of the Corporation and its affiliates. Annually the Associate Trustees will be invited to give a report on their activities to the Board of Trustees.

(d) **Associate Trustees/Emeritus**. The Members or the Board of Trustees may elect as an Associate Trustee/Emeritus a person who formerly served as an Associate Trustee and is no longer serving in that capacity, if in the opinion of the Members or the Board of Trustees such person has rendered valued service to the Corporation or its affiliates as an Associate Trustee and the Members or the Board of Trustees consider it desirable for the Corporation to continue to maintain a relationship with such person in furtherance of the philanthropic mission of the Corporation and its affiliates. An Associate Trustee/Emeritus may retain such title without the necessity of re-election by the Members or Board of Trustees. An Associate Trustee/Emeritus shall be invited to attend the Annual Meeting of the Board of Trustees and the Members, but shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees or a Member.

(e) A person elected as a Life Trustee, Honorary Trustee, Associate Trustee, or Associate Trustee/Emeritus shall serve at the pleasure of the Board of Trustees and may be removed at any time without cause by the Board of Trustees or the Executive Committee.

Section 3.11 Nomination of a Trustee by Members. A person may be nominated to serve on the Board of Trustees by Members at large provided the name of such person together with the qualifications of such person to serve as a Trustee are submitted to the Chairman of the Nominating Committee and such submission is in writing signed by not less than ten Members, which submission shall be made not less than ten nor more than thirty days prior to the Annual Meeting of the Members at which such person is proposed to be nominated, in which event the candidacy of such person as a Trustee shall be submitted at such Annual Meeting. At such Annual Meeting the Nominating Committee, if it so chooses, may inform the meeting whether or not the Nominating Committee recommends the election of such person as a Trustee. If the Nominating Committee does not recommend the election of such person as a Trustee, the election of such person shall be voted on separately from the slate recommended by the Nominating Committee for the election of Trustees, the vote required for the election of such person as a Trustee being the vote for the election of such person as a Trustee by a majority of the Members present in person or by proxy at the meeting.

Article IV

Meetings of the Board of Trustees

Section 4.1 **Annual Meeting**. The Annual Meeting of the Board of Trustees for the election of Corporate Officers of the Corporation and for the transaction of such other business as may properly come before the Board shall be held in the month of June of each year, on such date in such month and at the place and time as may be fixed by the Board of Trustees, or at such other place and time as shall be established from time to time by the Board of Trustees.

Section 4.2 **Regular Meetings**. Regular meetings of the Board of Trustees shall be held at such times and places as may be determined by the Board of Trustees. The Board of Trustees shall be expected to meet at least four times per year, including its Annual Meeting.

Section 4.3 **Special Meetings**. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board, or by the Chairman-Elect or any Vice Chairman in the absence of the Chairman of the Board, and shall be called by the Secretary upon the written request of not less than ten percent of the members of the Board of Trustees. Special meetings shall be held at the offices of the Corporation or at such other place as may be designated in the notice of the meeting, and at the time and date specified in the notice of the meeting or in the waiver of notice thereof.

Section 4.4 **Notice of Meeting**. All meetings of the Board of Trustees shall be held upon notice. Notice of meetings of the Board of Trustees shall be mailed to each Trustee at the address designated by him or her for such purpose or, if none is designated, at his or her last known address, not less than ten days before the day on which the meeting is to be held, or sent by telegram, facsimile transmission or electronic mail to such address or delivered to such Trustee personally, in each case not less than seven days before the day of such meeting. Notwithstanding the foregoing, special meetings of the Board of Trustees may be held with only one day's notice sent by telegram, facsimile transmission or electronic mail, or delivered personally, to each Trustee at such address. Notice of any meeting of the Board of Trustees shall also constitute notice of a meeting of (i) the Members; and (ii) the Executive Committee (to be held at the same place and time as, or in lieu of, such meeting of the Board of Trustees in the event a quorum of the Board of Trustees is not present at such meeting).

Section 4.5 **Waiver of Notice of Meeting**. Notice of any meeting need not be given to any Trustee who signs a waiver of notice before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement the lack of notice thereof.

Section 4.6 **Quorum**. Except as may otherwise expressly be required by law or these By-laws, the presence of a number of Trustees sufficient to constitute a quorum as provided herein shall be necessary for the transaction of business at all meetings of the

Board of Trustees. The number of Trustees sufficient to constitute a quorum at any time shall be equal to one-quarter of the entire Board of Trustees. In the absence of a quorum, a majority of the Trustees present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.7 Voting. Except as otherwise provided in Section 3.8 of these By-Laws, each Trustee shall be entitled to one vote on each matter submitted to a vote of Trustees. At all meetings of the Board of Trustees, all matters shall be decided by the vote of a majority of the Trustees present at the time of such vote, if a quorum is present at such time, except as otherwise expressly required by law or by these By-laws. In accordance with Section 5.7 hereof, the affirmative vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize the election of a particular Trustee as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof, after receipt of the recommendation of the Nominating Committee given in accordance with Section 6.11 hereof.

Section 4.8 Action by Board of Trustees Without a Meeting. Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if all members of the Board of Trustees consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board of Trustees.

Section 4.9 Telephonic Participation in Meetings. All members of the Board of Trustees shall be permitted to participate in a meeting of the Board of Trustees by means of a conference telephone call or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V

Corporate Officers

Section 5.1 **Corporate Officers**. The Corporate Officers of the Corporation shall consist of a Chairman of the Board of Trustees (sometimes referred to herein as "Chairman of the Board" or "Chairman"), a Chief Executive Officer, a Treasurer and a Secretary. In addition, the Board of Trustees may as it deems appropriate from time to time, elect a President, a Chief Operating Officer, one or more Vice Presidents (including Executive and Senior Vice Presidents), one or more Assistant Secretaries, and such other officers as the Board shall determine to be necessary. The Board of Trustees may also elect, from among its number, such Vice Chairmen as are recommended by the Nominating Committee. The Vice Chairmen and other Corporate Officers elected by the Board of Trustees shall perform such duties as may be assigned to them from time to time by the Board of Trustees. The Chairman and Chairman-Elect, any Vice Chairmen, and the Chief Executive Officer shall be Trustees; all other Corporate Officers may, but need not, be Trustees. Two or more titles may be held by the same person, but the offices of Chief Executive Officer and Secretary shall not be held concurrently by the same person. The Board of Trustees may elect a successor to the Chairman of the Board (the "Chairman-Elect") at such time as the Board of Trustees may determine, with one year in advance of the anticipated commencement of his or her term as Chairman of the Board being customary. During the interim period between his or her election as Chairman-Elect and the commencement of his or her term as Chairman of the Board, the Chairman-Elect shall become familiar with the duties of the Chairman of the Board. The Chairman of the Board shall, in his or her reasonable discretion, involve the Chairman-Elect in the decision-making process with respect to matters for which the Chairman of the Board is responsible and permit the Chairman-Elect to attend meetings which the Chairman of the Board would be permitted or required to attend, review documents customarily reviewed or analyzed by the Chairman of the Board, and be privy to all aspects of the Corporation's business and activities. Each person elected under this Section 5.1 shall be a "Corporate Officer."

Section 5.2 **Chairman of the Board**. The Chairman of the Board shall preside at all meetings of the Board of Trustees, and shall coordinate the work of all committees. The Chairman of the Board shall be chairman of the Executive Committee and an *ex officio* voting member of all other Committees of the Board of Trustees and Committees of the Corporation, subject to applicable law, and except to the extent precluded by these By-laws and applicable law, shall appoint, and may remove, the members and chairmen of all committees, with the exception of Committees of the Board and other committees whose membership consists of specified officers or other specified persons as may be prescribed in these By-laws, provided, however, that the Chairman of the Board shall appoint the chairman of the Audit and Corporate Compliance Committee from among the members thereof. The Chairman of the Board shall have the authority to determine the membership of any committee provided for in these By-laws whose membership is not fixed by these By-laws or whose membership is to be determined as otherwise provided herein. The Chairman of the Board shall select individuals to serve on committees on the

basis of their interest in the purposes of the committee and their ability and willingness to participate actively in the work of the committee.

Section 5.3 **Chief Executive Officer**. The Chief Executive Officer shall have all necessary authority with respect to and be responsible for the administration of all departments of the Corporation, subject only to the policies adopted and decisions made by the Board of Trustees. The Chief Executive Officer shall recommend to the Board of Trustees for its approval the overall strategy of the Corporation and its organizational structure. The Chief Executive Officer shall be the direct executive representative of the Board of Trustees in the management of the operations of the Corporation.

Section 5.4 **Treasurer**. The Treasurer shall be responsible for supervision of the care and custody of all funds and securities of the Corporation, shall keep or cause to be kept a full and accurate account of all monies received and paid on account of the Corporation and shall render a statement of accounts whenever the Board of Trustees shall require. The Treasurer shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.5 **Secretary**. The Secretary (or any Assistant Secretary in the absence of the Secretary) shall record all votes and the minutes of all proceedings of the Board of Trustees in a minute book to be kept permanently for such purpose, shall give or cause to be given all notices required by law or by these By-laws, shall have custody of the corporate seal and authority to affix the same to any obligation, instrument or contract executed on behalf of the Corporation and, when so affixed, to attest the same by signature, shall keep and account for all books, documents, papers and records of the Corporation, except those for which another officer or agent is properly accountable, and shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.6 **Powers and Duties of Officers**. The powers and duties of the Corporate Officers shall be such as may be prescribed pursuant to these By-laws or from time to time by the Board of Trustees and, to the extent not so prescribed, as usually appertain to their respective offices, subject to the control of the Board of Trustees.

Section 5.7 **Election; Term of Office of Officers**. Except as provided herein and in Section 5.9 hereof, Corporate Officers shall be elected at the Annual Meeting of the Board of Trustees or at such other times at which the Board of Trustees may elect a Corporate Officer, and shall hold office until the next Annual Meeting of the Board of Trustees or until their successors shall have been elected and qualified. Corporate Officers may serve an unlimited number of terms, provided, however, that no Trustee shall be elected to or hold the office of Chairman of the Board for one or more terms the total length of which exceeds five years in the aggregate unless otherwise recommended by a vote of not less than eighty percent of the members of the Nominating Committee and authorized by a vote of not less than eighty percent of the members of the Board of Trustees as set forth in Sections 4.7 and 6.11 hereof. Notwithstanding the foregoing, a

Trustee who has held the position of Chairman of the Board for five years may be elected, without the necessity of either such eighty percent vote, to serve for an additional term of up to six months, if the additional term is necessary to accommodate the deferred commencement of the term of office of his or her successor. Nothing herein**,** including the five-year limitation described above, is intended to prohibit a Trustee from holding a different office after vacating the office of Chairman of the Board.

Section 5.8 Resignation; Removal of Officers. Any Corporate Officer may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. Any person serving as the Chairman of the Board or the Chief Executive Officer may be removed from such office with or without cause at any time by the Board of Trustees provided, however, that such action may be taken only at a meeting of the Board of Trustees the notice for which contains a statement that such action would be considered at the meeting. Any person serving as a Corporate Officer in any other capacity may be removed from such office with or without cause at any time by the Board of Trustees.

Section 5.9 Vacancies. Vacancies in any Corporate Officer position, whether occurring by death, resignation, removal or otherwise, may be filled at any time by the Board of Trustees.

Section 5.10 Honorary Chairman of the Board. The office of Honorary Chairman of the Board shall be an honorary office, which shall impose on the holder thereof no official duties or burdens. The holder of such office shall have the right to attend all meetings of the Board of Trustees and of the Members and to participate in their discussions, and shall lend to the Trustees, Members and other officers such advice, counsel and assistance as they may desire and as the holder of such office may be able and willing to give. The holder of such office may also serve as a member of the Board of Trustees if elected thereto, in which event he or she shall have all of the rights and privileges of both offices.

Section 5.11 Administrative Officers and Positions. The Chief Executive Officer may from time to time designate new or additional administrative titles, including but not limited to Senior Vice President and Vice President, and may appoint persons to fill such administrative positions. Any persons appointed to such positions shall be considered administrative officers of the Corporation, shall have such powers and duties as may be assigned to them from time to time by the Chief Executive Officer, and shall serve at the pleasure of the Chief Executive Officer. Despite their administrative titles, however, such persons shall not be Corporate Officers of the Corporation.

Article VI

Committees

Section 6.1 Appointment of Committees.

(a) The Board of Trustees, by resolution adopted by a majority of the entire Board, may designate from among its members Committees of the Board of Trustees (sometimes referred to in these By-laws as "Committees of the Board"), each consisting of three or more Trustees, and each of which, to the extent provided in such resolution or in these By-laws, shall have all of the authority of the Board of Trustees which lawfully may be delegated to such a committee. Except as otherwise provided in these By-laws, the Board of Trustees shall designate the members of each Committee of the Board of Trustees at the Annual or other meeting of the Board of Trustees. Members of Committees of the Board shall serve for one-year terms or until their successors are designated. Members of all Committees of the Board shall serve at the pleasure of the Board of Trustees. By virtue of their office, the Chairman and the Chief Executive Officer shall be members of all Committees of the Board of Trustees and of all Committees of the Corporation, subject to applicable law, provided that the Chief Executive Officer shall not be a member of the Compensation Committee or the Audit and Corporate Compliance Committee.

(b) The Board of Trustees may create such committees other than Committees of the Board of Trustees as it may deem desirable. Such committees shall have only the powers specifically delegated to them by the Board of Trustees.

(c) Committees other than Committees of the Board of Trustees created by the Board of Trustees shall be Committees of the Corporation. The members of Committees of the Corporation need not be Trustees.

(d) There shall exist an Executive Committee, a Compensation Committee and an Audit and Corporate Compliance Committee as Committees of the Board of Trustees. Such Committees shall have such powers, duties and responsibilities as may be prescribed by these By-laws or the Board of Trustees. The other Committees and Sub-committees provided for in this Article VI shall be considered Committees of the Corporation. Committees of the Corporation will have no authority of the Board of Trustees but may advise on matters within their specified areas of concern, but the naming and description of such committees does not require them to consider or advise on all such matters. Each Committee of the Corporation shall serve at the pleasure of the Board of Trustees, which may create new committees or eliminate or combine any or all of the committees or sub-committees provided for in this Article VI, subject to any required appropriate amendments to this Article VI.

Section 6.2 Meetings of Committees. Each Committee of the Board of Trustees, and each Committee of the Corporation, may adopt its own rules of procedure consistent with these By-laws. In the absence of a contrary provision in rules adopted by

a committee, the following rules shall apply. Committees may meet either regularly at stated times or specially on written notice, given by the chairman or vice-chairman of such committee or members constituting not less than one-third of the full membership of such committee, at least six days in advance thereof by mail, or one day in advance by telegraph, telephone, facsimile transmission, electronic mail or personal delivery to all members thereof or on such other notice as the committee or the Board of Trustees in creating such committee may determine. Notice of any meeting need not be given to any member, however, if waived by such member before or after the meeting in writing. No notice need be given of any meeting to any member who attends such meeting without protesting prior to such meeting or at the commencement thereof the lack of notice of such meeting. Committees of the Board shall keep regular minutes of their proceedings, reflecting business conducted, including findings, conclusions and recommendations, and shall report such minutes to the Board of Trustees when required. Committees of the Corporation shall keep such minutes and prepare such reports as may be required or as they determine are appropriate for matters on which they advise. Except as otherwise expressly required by law or by these By-laws or unless otherwise determined by the Board of Trustees, one-third of the members of a committee shall constitute a quorum and the action of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. No committee other than a Committee of the Board of Trustees shall commit the Corporation to any obligation, course of conduct or procedure unless such obligation, course of conduct or procedure is expressly delegated to such committee in these By-Laws or duly authorized by the Board of Trustees.

Section 6.3 **Action by Committees Without a Meeting**. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the committee.

Section 6.4 **Telephonic Participation in Meetings**. Any one or more of the members of a committee shall be permitted to participate in a meeting of such committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 6.5 **Executive Committee**.

(a) The Nominating Committee shall nominate, subject to election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, with the exact number of Trustees on such Committee to be fixed from time to time by the election or designation of members for such Committee. With the exception of (x) persons specified in these By-laws to be nominated as *ex officio* voting members of the Executive Committee, and (y) persons nominated pursuant to agreements with sponsored institutions, the Nominating Committee shall not consider any member of the Board of Trustees for nomination or renomination to the Executive Committee (i) subsequent to

such member's 80th birthday; and (ii) without the unanimous consent of the Nominating Committee, subsequent to such member's 75th birthday**.** Each of the following shall be nominated as an *ex officio* voting member of the Executive Committee: (A) the Chief Executive Officer; and (B) the Senior Executive Committee Member. The election or designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed by law.

(b) The Executive Committee, between meetings of the Board of Trustees, shall have and may exercise all of the authority of the Board of Trustees except as such authority is limited by applicable law and except to the extent, if any, that such authority would be inconsistent with any provision of these By-laws or is limited by any resolution to such effect adopted by the Board of Trustees. Among other things, the Executive Committee shall have the full authority of the Board of Trustees on all matters concerning strategic intent, network and business development, financial security, financial performance and operational efficiency of the Corporation. The Executive Committee shall be expected, but not required, to meet monthly except in months in which a regular meeting of the Board of Trustees is scheduled to be held.

Section 6.6 **Audit and Corporate Compliance Committee**. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Audit and Corporate Compliance Committee. The Audit and Corporate Compliance Committee shall be comprised of three or more Trustees, each of whom is not, and has not been within the last three years, an employee of the Corporation or of an Affiliate of the Corporation, or member of the Medical Staff; does not have a Relative who is, or has been within the last three years, a key employee of the Corporation or of an Affiliate of the Corporation; has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Corporation or an Affiliate of the Corporation (other than for Trustee expenses or compensation); is not a current employee of, or have a substantial financial interest in, or have a Relative who is a current officer of, or who has a substantial financial interest in, any entity that has made payments to, or received payments from, the Corporation or an Affiliate of the Corporation for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or two percent of such entity's consolidated gross revenues; and who otherwise does not have any relationship which in the opinion of the Chairman of the Board or the Board of Trustees would interfere with the exercise of independent judgment in carrying out the responsibilities of a member of the Committee. For purposes of this section, (a) Relative shall include a Trustee's spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; domestic partner or any other person if that person resides in the same household as the Trustee; and (b) Affiliate of the Corporation is any entity controlled by, in control of, or under common control with the Corporation. Members of the Committee must also be able to read and understand fundamental financial statements. The Chairman of the Committee

shall have accounting or related financial management expertise. The Committee shall have direct responsibility for the appointment, compensation and oversight of the work of the independent auditors employed by the Corporation for the purpose of preparing or issuing an audit report or related work, and such independent auditors shall report directly to the Committee. The Committee also shall oversee the Compliance Program, including compliance with the conflicts of interest and whistleblower policies of the Corporation; the Internal Audit Program; and Research Compliance Program. The Committee shall have such other duties and powers as are established in an Audit and Corporate Compliance Committee Charter approved by the Board of Trustees or the Executive Committee and shall have the resources and authority appropriate to discharge its duties, including the authority to retain and receive advice and assistance from outside legal, accounting or other advisers.

Section 6.7 **Committee on Community Health**. The Committee on Community Health will serve as a forum for identification and discussion of the health needs of the community and to recommend direction for the Health System to focus its attention. In carrying out its charge, it will consider the health issues of our region by reviewing Health System clinical service lines, health programs serving the community and health educational programs for the public, all on behalf of improving the health status of our communities. The Committee will meet as frequently as needed and include Health System Trustees and Associate Trustees from all the communities served by the Health System. It may, at its discretion, call upon other members of the community to serve in an advisory capacity.

Section 6.8 **Finance Committee**. The Finance Committee may advise, oversee and set policy for budgets, capital requirements, funding sources, pensions, investments, and insurance. The Finance Committee may assist in formulating and executing business models for ancillary services, including for-profit entities, to ensure that the operations of each entity consider the medical and financial needs of the entire Health System and are fully integrated into it. The Finance Committee may also provide support, assistance and guidance to management of the Health System in reviewing and evaluating potential significant System development transactions. The Committee, which may serve to advise the Executive Committee, will be expected but is not required to meet monthly. The Finance Committee shall have such sub-committees as it may determine.

Section 6.9 **Governance Committee**.

(a) The Governance Committee may advise and coordinate Corporation Board activities in the areas of governance of the Corporation, including the functionality of the committee structure, legal affairs, and nominating. It may recommend ways that the functioning of the committees can be improved in order to provide for active participation of additional Trustees and to facilitate the growth and development of future leaders. Specifically, the Governance Committee may advise

upon and make recommendations to the Board of Trustees, the Executive Committee, and/or the Chairman of the Board, as appropriate, in the following areas:

1. Board Size and Term Limits;
2. Diversity on the Board;
3. Number, Structures, and Membership of Committees;
4. Rotation of Committee Members;
5. Trustee Orientation and Continuing Education;
6. Trustee Self-Assessment;
7. Trustee Responsibilities;
8. Significant Changes to Corporate Organizational Documents; and
9. Other Significant Governance Policies and Procedures

(b) The Governance Committee may meet as frequently as needed. It will have a Nominating Committee and such other sub-committees as it may determine. The Nominating Committee will have the responsibilities specified in Section 6.11 hereof. Any other sub-committees may have such responsibilities as are assigned by the Governance Committee as being within their respective areas of concern. The Chairman of the Board and the Chairman of the Nominating Committee will be *ex-officio* members of the Governance Committee.

Section 6.10 Compensation Committee. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Compensation Committee. The persons so nominated shall include the Chairman of the Board, the Chairman-Elect, if any, the Chairman of the Governance Committee and such additional Trustees as shall be nominated by the Nominating Committee. The Chairman of the Board shall be the Chairman of the Compensation Committee. The Compensation Committee shall review annually the compensation proposed to be paid by the Corporation to its Corporate Officers who receive compensation from the Corporation, shall approve such compensation or make such adjustments thereto as it deems appropriate and shall approve all employment contracts to be entered into by the Corporation with any Corporate Officers. No employee, whether or not a member of the Board of Trustees or a Corporate Officer, shall be a member of the Compensation Committee, provided however, that the Chief Executive Officer and other Corporate Officers may be invited to attend and participate in meetings except with respect to decisions as to their respective compensation. With respect to matters within its purview, the Compensation Committee shall have all of the authority of the Board of Trustees, except that the term of office of the Chief Executive Officer shall be recommended by the Compensation Committee to the Executive Committee for, and shall be subject to, its ratification.

Section 6.11 Nominating Committee.

(a) The Nominating Committee shall consist of the Chairman of the Board, the immediate past Chairman of the Board (the "Past Chairman"), the Chairman

of the Governance Committee, the Chairman of the Nominating Committee if other than the Past Chairman, and such other members of the Board of Trustees as the Chairman of the Board and the Chairman of the Nominating Committee jointly designate, provided, however, that with the exception of the Chairman of the Board, the Past Chairman, the Chairman of the Governance Committee and the Chairman of the Nominating Committee, no person shall be elected or reelected to the Nominating Committee after such person's 80th birthday. Recommendations regarding the membership of the Nominating Committee may be provided by the Governance Committee to the Chairman of the Board and the Chairman of the Nominating Committee for their consideration. The Past Chairman shall serve as the Chairman of the Nominating Committee, unless the Past Chairman declines to so serve, in which case the immediately preceding Past Chairman shall serve as Chairman of the Nominating Committee. If the immediately preceding Past Chairman also declines to serve as Chairman of the Nominating Committee, the persons then serving as the members of the Nominating Committee shall select a person to serve as Chairman of the Nominating Committee. The Nominating Committee shall be responsible for recommending all candidates to serve on the Board of Trustees and all prospective Corporate Officers of the Corporation (including honorary and emeritus positions), all candidates to serve on the Board of Trustees or the Board of Directors of any corporation of which the Corporation is the sole member or as to which it has the right to nominate Trustees or Directors, as applicable, and all candidates to serve in or hold positions in the special categories of Trustees described in Section 3.10 hereof. The affirmative vote of a majority of the total number of members of the Nominating Committee, as fully constituted and without giving effect to any vacancies, shall be required to make recommendations, except that the affirmative vote of not less than eighty percent of such total number of members shall be required to recommend to the Board of Trustees that a particular Trustee be elected as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof. The Nominating Committee shall present to the Board of Trustees, at the regular meeting of the Board of Trustees immediately preceding the Annual Meetings of Members and the Board of Trustees, a list of all such candidates to be voted upon at such Annual Meetings.

(b) In addition to its responsibilities set forth in paragraph (a) above, the Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, Audit and Corporate Compliance Committee, and Compensation Committee in accordance with the provisions of Sections 6.5, 6.6 and 6.10 hereof, respectively**.** The Nominating Committee shall also have the responsibility for making recommendations with regard to leadership succession planning. In addition, at the request of the Chairman of the Board, the Nominating Committee may designate a Trustee as Senior Executive Committee Member. Not more than one Trustee shall bear the Senior Executive Committee Member designation.

Section 6.12 Facilities Planning Committee. The Facilities Planning Committee may advise upon and analyze site availability of owned property, evaluate

adequacy of existing facilities, examine feasibility of renovation and/or new construction, and examine availability of property for present and future expansion. The Committee, which may serve to advise the Executive Committee, may meet as frequently as needed.

Section 6.13 Development Committee. The Development Committee may create an organizational template of Trustees, Associate Trustees, professionals and Health System supporters to help finance the Health System's mission by drawing upon the strong community roots of member hospitals. The Committee may meet as frequently as needed and may establish such sub-committees as it considers appropriate for its work.

Section 6.14 Committee on Quality. The Committee on Quality may review the results of measures that evaluate clinical performance of the Corporation's health care affiliates to better understand how they meet accepted standards of practice. The Committee on Quality also may review analyses of sentinel events in order to understand how these incidents can be prevented in the future, to communicate lessons learned and for establishing best practices. The Committee on Quality will meet not less than ten times per year and will be comprised of members of the Board of Trustees, as well as senior leadership representing administration, nursing and the Medical Staff of the Corporation's health care affiliates.

Section 6.15 Committee on Education. The Committee on Education may advise upon and provide consent for medical school relationships and may develop continuing education strategies. The Committee may meet as frequently as needed.

Article VII

Funds and Property

Section 7.1 **Gifts and Endowments**. The Board of Trustees shall establish the conditions under which the Corporation shall accept contributions, devises and bequests from donors and the terms for the commemoration of any such gifts through the establishment of endowments or otherwise. Nothing herein is intended to limit the ability of any of the Corporation's affiliates to establish the conditions under which they may accept contributions from donors and the terms for the commemoration of any such gifts.

Section 7.2 **Deposit of Funds**. The Board of Trustees shall select banks or depositories as it shall deem proper for the funds of the Corporation. The Board of Trustees shall determine who shall be authorized on behalf of the Corporation to sign checks, drafts or other orders for the payment of money, acceptances and notes or other evidences of indebtedness.

Section 7.3 **Investments**. The funds of the Corporation may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Trustees may deem desirable, provided that such funds may be maintained uninvested, as the Board of Trustees may deem advisable.

Section 7.4 **Contracts**. Deeds, mortgages, contracts, leases and other instruments relating to the property of the Corporation or under which the Corporation may incur liability may be signed in the name of the Corporation by the Chairman of the Board, the Chief Executive Officer, any other Corporate Officer, or by any other signatory authorized to sign such instrument by the Board of Trustees.

Article VIII

Indemnification

Section 8.1 **Trustees and Officers**. The Corporation shall indemnify each person who is a present or former Trustee or officer of the Corporation or member of a committee established pursuant to Article VI who is or was made or threatened to be made a party to, or is or was involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or whether brought by or in the right of the Corporation, by reason of the fact that such person (i) is or was a Trustee, officer or committee member; or (ii) in the case of a present or former Trustee or officer, serves or served, at the request of the Corporation, any other corporation, partnership, joint venture, trust, or employee benefit plan in any capacity, against judgments, assessments, fines, amounts paid or to be paid in settlement, penalties, taxes and reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with such action or proceeding or any appeal therein, except where a judgment or other final adjudication adverse to such person establishes that (a) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated; or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. For all purposes of this Article VIII: (i) the term "Trustee" shall include all Trustees and all Life Trustees, Honorary Trustees and Associate Trustees elected pursuant to Section 3.10; and (ii) the term "officer" shall include all Corporate Officers of the Corporation who are elected pursuant to Section 5.1 and all administrative officers of the Corporation who are appointed pursuant to Section 5.11 with the titles of Senior Vice President or Vice President.

Section 8.2 **Reimbursement**. The Corporation shall, from time to time, reimburse or advance to any person described in Section 8.1 the funds necessary for payment of expenses incurred by such person in connection with any threatened, pending or completed action, proceeding or appeal, described in Section 8.1 upon receipt, if required by the New York Not-for-Profit Corporation Law or deemed appropriate by the Board of Trustees, of a written undertaking by or on behalf of such person to repay such amount(s) if it is ultimately determined that such person is not entitled to indemnification under this Article VIII or otherwise, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or appeal who are similarly situated, unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 8.3 **Other Rights**. The Corporation, by resolution adopted by its Board of Trustees, or, if such power is delegated to the Chief Executive Officer by the Board of Trustees, by action of the Chief Executive Officer, may indemnify and reimburse or advance expenses to any person, whether or not described in Section 8.1, to whom the Corporation is permitted to provide indemnification or the reimbursement or

advancement of expenses, to the fullest extent permitted by applicable law as it may exist from time to time, whether pursuant to rights granted pursuant to, or provided by, the New York Not-for-Profit Corporation Law or other rights created by (a) a resolution of the Board of Trustees or (b) an agreement approved by the Board of Trustees providing for such indemnification or reimbursement or advancement of expenses, it being expressly intended that this Article VIII authorizes the creation of other rights in any such manner. Any such indemnification and any such reimbursement or advancement of expenses may, in the Board's discretion and to the extent permitted by law, be retroactive and be available with respect to events occurring prior to the adoption hereof and prior to any such resolution or agreement.

Section 8.4 Applicable Law. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or reimbursement or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification (or reimbursement or advancement of expenses) is sought.

Section 8.5 Enforcement.

(a) Contract Right. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to Section 8.1 or 8.2 of this Article VIII or a resolution or agreement authorized pursuant to Section 8.3 of this Article VIII: (a) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof (or of any such resolution) were set forth in a separate written contract between the Corporation and such person; (b) is intended to be retroactive and shall, to the extent permitted by law, be available with respect to events occurring prior to the adoption hereof or of any such resolution or agreement; and (c) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto. The Corporation shall not be obligated under this Article VIII (including any resolution or agreement authorized by Section 8.3 of this Article VIII) to make any payment hereunder (or under any such resolution or agreement) to the extent the person seeking indemnification hereunder (or under any such resolution or agreement) has actually received payment (under any insurance policy, resolution, agreement or otherwise) of the amount otherwise indemnifiable hereunder (or under any such resolution or agreement).

(b) Right to Bring Suit. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant to this Article VIII (including any resolution or agreement authorized by Section 8.3) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, within the time frame allowed by law, bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled also to be paid the reasonable expenses of prosecuting such claim. Neither the failure of the Corporation (including its Board of Trustees or independent legal counsel)

to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Trustees or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall create a presumption that the claimant is not so entitled.

Section 8.6 **Non-Exclusivity**. The rights granted pursuant to or provided by the foregoing provisions of this Article VIII shall be in addition to and shall not be exclusive of any other rights to indemnification and expenses to which any person may otherwise be entitled by law, contract or otherwise.

Section 8.7 **Insurance**. The Corporation is not required to purchase Trustees and Officers liability insurance, but the Corporation may purchase such insurance. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article VIII or by operation of law, and it may insure directly the Trustees, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article VIII as well as for liabilities against which they are otherwise entitled or permitted to be indemnified by the Corporation.

Section 8.8 **Definitions**. Without limiting any indemnification provided by Section 8.1, for purposes of this Article VIII, the term: (a) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; (b) "person" shall include the personal representative, testator or intestate of a person; and (c) service "at the request of the Corporation" shall include service provided to (i) any other corporation or other entity which may be specified by resolution of the Board of Trustees or its Executive Committee, (ii) any corporation, partnership, joint venture, trust or other enterprise of which fifty percent or more of the voting power or economic interest is held, directly or indirectly, by the Corporation, or (iii) any employee benefit plan of the Corporation or of any entities referred to in clauses (i) or (ii).

Article IX

Amendments

Section 9.1 **Amendments**. These By-laws may be amended or repealed and new By-laws may be adopted only at a meeting of the Board of Trustees or at a meeting of the Members by the vote of two-thirds of the Trustees or Members present at the time of such vote, if a quorum is present at such time (except that the vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize any amendment or repeal of any of the provisions of Section 4.7, 5.7 or 6.11 hereof relating to the required eighty percent vote of the Nominating Committee to recommend, and of the Board of Trustees to authorize, the election of any Trustee to a term as Chairman of the Board that would result in such person holding such office for more than an aggregate of five years), provided that the text or substance of the proposed amended, repealed or new By-law shall have been given to the Trustees or Members not less than three days prior to such meeting.

Article X

Miscellaneous

Section 10.1 Corporate Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, New York." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise used.

Section 10.2 Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of the Board of Trustees and the Members and any committee thereof.

Section 10.3 Fiscal Year. The Board of Trustees shall have the power to fix from time to time the fiscal year of the Corporation.

Section 10.4 Annual Audit. Following the close of each fiscal year of the Corporation, a firm of certified public accountants selected by the Board of Trustees shall audit the balance sheet of the Corporation at the end of such fiscal year and the statement of operations of the Corporation for such fiscal year and shall submit a report on their examination of such financial statements to the Board of Trustees.

Section 10.5 Actions as Shareholder or Sole Member of Affiliates. Any actions which may be taken by the Corporation as the shareholder or sole member of any other corporation shall be deemed to have been validly taken if either: (i) taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed in the name of the Corporation by either the Chairman, the Chief Executive Officer, or another Corporate Officer of the Corporation or by any other signatory authorized to sign such consent by the Board of Trustees; or (ii) taken by valid action of the Board of Trustees or of the Executive Committee of the Board of Trustees.

Section 10.6 Conflicts of Interest.

(a) A conflict of interest may exist when a member of the Board of Trustees or an employee of the Corporation has the opportunity to influence the Corporation's business or other decisions in ways that could lead to personal gain or advantage of any kind for such person or any of his or her family or associates. A member of the Board of Trustees or an employee of the Corporation may have a conflict of interest when he or she or any of his or her family or associates (to his or her present knowledge) either (i) has an existing or potential financial or other material interest which could influence or might appear to influence the individual's independent judgment in the discharge of responsibilities to the Corporation; or (ii) may receive a financial or other material benefit from knowledge of information confidential to the Corporation or from a transaction involving the Corporation. The family of an individual includes his or her spouse, parents, siblings, children and any other blood relative if the latter resides in the same household. An associate of an individual includes any person,

trust, corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the individual or any member of his or her family (i) is a director, officer, employee, member, partner or trustee; or (ii) has a significant financial interest or any other interest which enables him or her to exercise control or significantly influence policy of the associate.

(b) The Corporation shall adopt and implement appropriate policies and procedures designed to effectuate disclosure of actual or potential conflicts of interest and appropriate responses thereto.

Section 10.7 Gender Neutrality. For purposes of these By-laws, the words "Chairman" and "Chairmen" in any context shall refer to males or females holding such positions.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: COOPER MASON VENTURES NY LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NASS

FILED:05/14/2015 DURATION:********* CASH#:150514000771 FILM #:150514000727
DOS ID:4759106

FILER: EXIST DATE
GARFUNKEL WILD PC 05/14/2015
111 GREAT NECK ROAD

GREAT NECK, NY 11021

ADDRESS FOR PROCESS:
COOPER MASON VENTURES NY LLC
C/O GARFUNKEL WILD, PC 111 GREAT NECK ROAD
GREAT NECK, NY 11021

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: EMPIRE CORPORATE & INFORMATION SERVICE SERVICE CODE: 12 *

FEES	235.00	PAYMENTS	235.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	235.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 15, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

E-12

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ARTICLES OF ORGANIZATION

OF

COOPER MASON VENTURES NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

COOPER MASON VENTURES NY LLC

SECOND: The county within this state in which the office of the Company is to be located is:

NASSAU COUNTY

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

Cooper Mason Ventures NY LLC
c/o Garfunkel Wild, PC
111 Great Neck Road
Great Neck, New York 11021

FOURTH: No organizer, member or manager of the Company shall be personally liable for any loss, liability or damages (including attorneys' fees) which may arise out of or in connection with any act or conduct undertaken or committed in his or her capacity as an organizer, member or manager; except that this provision shall not relieve an organizer, member or manager from liability for any breach of duty based on an act or omission: (i) in breach of the organizer's, member's or manager's duty of loyalty to the Company, (ii) not performed in good faith or involving a knowing violation of law, or (iii) resulting in the receipt by the organizer, member or manager of an improper personal benefit.

FIFTH: The Company shall defend, indemnify and hold harmless all organizers, members, managers, and former organizers, members and managers of the 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 arising in connection the performance of the duties, or by reason of its status, as such organizer, member or manager of the Company, including without limitation, 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 gave rise to the cause of action or proceedings occurred while the organizer, member or manager was serving in such capacity for the 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.

SIXTH: The company will be managed by one or more managers.

DATED: May 11, 2015

Vanessa Bourboulis, Organizer

3255048v.2

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ARTICLES OF ORGANIZATION

OF

COOPER MASON VENTURES NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

1 cc

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 14 2015

TAX $_____

BY: KA

Filer:

GARFUNKEL WILD, P.C.
111 GREAT NECK ROAD
GREAT NECK, NY 11021

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DRAWDOWN

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2015 MAY 14 PM 12:06

2015 MAY 14 PM 3:50

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771

OPERATING AGREEMENT
OF
COOPER MASON VENTURES NY LLC

THIS OPERATING AGREEMENT is made and entered into effective as of [redacted], by and between [redacted], as members (hereafter sometimes referred to collectively as "Members" or individually as a "Member"), and [redacted], as Manager (hereafter sometimes referred to as the "Manager").

In consideration of their mutual promises, covenants, and agreements, the parties hereto do hereby promise, covenant and agree as follows:

ARTICLE 1

ORGANIZATIONAL MATTERS

Section 1.1 Formation. The initial Members formed a limited liability company under the laws of the State of New York effective May 14, 2015.

Section 1.2 Name. The name of the limited liability company is "Cooper Mason Ventures NY LLC" (the "Company").

Section 1.3 Principal Office. The principal office of the Company shall be located at 120 East 56th St., Suite 320, New York, NY 10022. The Managers may from time to time change the Company's principal office to another location and/or add additional offices.

Section 1.4 Purpose. The purpose of the Company shall be as follows:

(a) To invest in, acquire, manage and operate an interest in a limited liability company, joint venture or other strategic alliance for the manufacture and distribution of medical marijuana and related cannabis products in the State of New York (the "Business");

(b) To 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 (as hereinafter defined); and

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

For the avoidance of doubt, any lawful business or activity shall include such business and activity as may be permitted by state and local law, notwithstanding federal law to the contrary.

Section 1.5 Term. The term of the Company commenced on the date of the formation and shall continue in perpetuity, unless its existence is earlier terminated pursuant to Article 11 of this Agreement.

ARTICLE 2

DEFINITIONS

Section 2.1 Definitions. As used in this Operating Agreement, the following terms have the following meanings:

(a) "Act" means the means the "New York Limited Liability Company Law", as amended from time to time (or any corresponding provisions of succeeding law).

(b) "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:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The above definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) "Affiliate" shall mean, with respect to any Person (as hereinafter defined), (i) any Person directly or indirectly controlling, controlled by or under common control with such person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, manager or general partner of such Person, members of the immediate family of such Person, or any trusts or entities for the benefit of or controlled by any such Person or their respective immediate family members, or (iv) any Person who is an officer, director, manager, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by" or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) "Agreement" or "Operating Agreement" means this agreement, as amended from time to time. Words such as herein, hereinafter, hereof, hereto and hereunder refer to this Agreement as a whole, unless the context otherwise requires.

(e) "Bankruptcy" means:

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

(f) "Capital Account" means with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 7.3 through 7.6 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member;

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 7.3 through 7.6 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any Property contributed by such Member to the Company;

(iii) In the event any Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest; and

(iv) In determining the amount of any liability for purposes of Sections 2.1(f)(i) and 2.1(f)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. The Managers are empowered to make modifications to the manner in which Capital Accounts are computed if it is determined that such adjustments are necessary in order to comply with such Regulations, provided that such adjustments are not likely to have a material effect on the amounts distributable to a Member hereunder upon the dissolution of the Company in accordance with Article 11 hereunder.

(g) "Capital Contribution" means, with respect to any Member, the amount of money and the initial fair market value of any other property (net of liabilities to which such property is subject) contributed to the Company by such Member.

(h) "Code" means the United States Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(i) "Company Minimum Gain" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(j) "Depreciation" shall mean, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

(k) "Gross Asset Value" means, with respect to any Property, the Property's adjusted basis for federal income tax purposes, except as follows:

(i) The Gross Asset Value of any Property contributed by any Member to the Company initially shall be the gross fair market value of such Property;

(ii) The Gross Asset Value of all Property shall be adjusted to equal the respective gross fair market values of such Property as of the following times: (x) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (y) the distribution by the Company to a Member of more than a *de minimis* amount of Property as consideration for an Interest in the Company; or (z) the liquidation of the Company within the meaning of Regulations Section 1.704-

1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (x) and (y) above shall be made only if the Managers determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Property distributed to a Member shall be adjusted to equal the gross fair market value of such Property on the date of distribution as determined by the distributee and the Managers; provided, however, if a Manager or its Affiliate is the distributee, such gross asset value shall be subject to approval by a Majority in Interest; and

(iv) The Gross Asset Value of Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), Section 2.1(x)(vi) and 7.3(e) hereof; provided, however, that the Gross Asset Value shall not be adjusted pursuant to this Section 2.1(k)(iv) to the extent the Managers reasonably determine that an adjustment pursuant to Section 2.1(k)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.1(k)(iv).

If the Gross Asset Value of Property has been determined or adjusted pursuant to Section 2.1(k)(i), Section 2.1(k)(ii) or Section 2.1(k)(iv) hereof, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such Property for purposes of computing Profits and Losses.

(l) "Interest" means, with respect to a Member, the percentage ownership interest of such Member in the Company as set forth opposite its name on Exhibit A hereto, as it may be amended in accordance with the terms hereof, including any and all benefits which the holder of such an Interest may be entitled, and all restrictions which the holder of such Interest may be subject to, as provided in this Agreement, together with all obligations of such Person to comply with the terms of this Agreement.

(m) "Majority in Interest" means

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

(n) "Manager" or "Managers" means one or more managers of the Company, who are selected by the Members or appointed pursuant to the terms of this Agreement, and all Persons that succeed any Manager in that capacity. The initial Manager shall be Jordan A. Lewis. All references to "Managers" shall mean the Manager if there is only one Manager.

(o) "Member" or "Members" means

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

(p) "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(q) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(r) "Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(s) "Net Cash from Operations" means the gross cash proceeds from Company operations in the ordinary course of business, less the portion thereof used to pay, or establish Reserves for, all Company expenses, debt payments, capital expenditures, replacements, and contingencies, all as determined by the Managers. "Net Cash from Operations" shall not be reduced by Depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of Reserves previously established pursuant to the first sentence of this Section 2.1(s) and Section 2.1(t) hereof.

(t) "Net Cash from Sales" means the net cash proceeds from all sales and other dispositions other than in the ordinary course of business, less any portion thereof used to establish Reserves, all as determined by the Managers. "Net Cash from Sales" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Property.

(u) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(v) "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(w) "Person" shall mean any individual, partnership, corporation, trust, limited liability company, limited liability partnership or other entity.

(x) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 2.1(x)(i) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 2.1(x) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(k)(ii) or Section 2.1(k)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the Depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.1(j) hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this Section 2.1(x), any items which are specially allocated pursuant to Sections 7.3 or 7.5 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specifically allocated pursuant to Sections 7.3 or 7.5 hereof shall be determined by applying rules analogous to those set forth in Sections 2.1(x)(i) through 2.1(x)(vii) above.

(y) "Property" means all real and personal property of the Company and any improvements thereto, and shall include both tangible and intangible personal property.

(z) "Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(aa) "Reserves" shall mean, with respect to any fiscal period, the amount of funds set aside for, or amounts allocated during such period to, contingent liabilities, working capital, repairs, replacements, renewals and to pay taxes, insurance, debt service, or other costs or

expenses incident to the ownership or operation of the Company or otherwise determined by the Managers as necessary to meet the current or anticipated future needs of the Company.

(bb) "Substitute Member" means a Permitted Transferee who is admitted, pursuant to Section 9.2(d) hereof, as a Member to the Company in place of a Member or in partial place of a Member.

ARTICLE 3

INTERESTS; CAPITAL CONTRIBUTIONS

Section 3.1 Initial Contributions. In connection with the execution of this Agreement, the Members shall make or have made a Capital Contribution of cash or property with an agreed upon value as set forth on Exhibit A. In consideration of their making such Capital Contributions and undertaking other obligations set forth herein, the Members shall receive or have received the Interests reflected on Exhibit A. The name, address, Capital Contribution and Interests of each Member shall be set forth on Exhibit A, which Exhibit A shall be amended by the Manager from time to time, as required or permitted by this Agreement.

Section 3.2 Additional Contributions.

(a) Investment in Joint Venture. The Members anticipate expending up to

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(b) Additional Contributions. Except as otherwise provided herein, no Member shall be required to make any additional Capital Contributions.

Section 3.3 Loans.

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

pursuant to a credit line to be drawn upon the request of the Managers pursuant to loan documents in mutually agreeable form, provided that $250,000 shall be available to be drawn

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

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

(b) Subject to the approval of the Managers and the terms of this Agreement, any Member may loan funds to the Company under such terms as may be agreed upon by the lending Member and the Managers from time to time; provided, however, if the lending Member or its Affiliate is the sole Manager(s), the terms of the loan shall be approved by the Board of Directors. A Member's loans to the Company shall not be added to its Capital Account.

Section 3.4 Admission of Additional Members. Upon the consent of a Majority in Interest, the Company may sell an Interest and admit other Members on such terms and conditions as such Members may determine. Any new Member who purchases an Interest shall sign a signature page to this Agreement and Exhibit A shall be amended. If existing Members purchase additional Interests or receive additional Interests, Exhibit A shall be amended accordingly.

ARTICLE 4

MEMBERS MEETINGS AND RECORD DATES

Section 4.1 Meetings. Meetings of the Members may be called by a Manager or Members holding 10% of the Interests. Meetings shall not be required to be held on an annual basis.

Section 4.2 Place of Meeting. The Managers may designate any place within or without the State of New York as the place of meeting for any meeting. If no designation is made, the place of meeting shall be at the location of the principal office of the Company.

Section 4.3 Participation by Electronic Means. Any Member may participate in a meeting of the Members by means of a telephone conference or similar electronic communications process including video conferencing by means of which all Persons participating in the meeting can hear and speak to each other at the same time or in sequence, and participation in a meeting pursuant to this provision shall constitute presence at the meeting.

Section 4.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than sixty (60) days before the date of the meeting, in the manner specified in Section 15.1 hereof, by or at the direction of the Managers to each Member of record entitled to vote at such meeting. Such notice shall be deemed to be delivered at the time specified in Section 15.1 hereof. Notwithstanding the foregoing, when any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice,

whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.6 Meeting of All Members. If all of the Members entitled to vote at a meeting shall meet at any time and place, either within or without the State of New York, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any Company action may be taken.

Section 4.7 Closing of Fixing of Record Date. If the record books are not closed or no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the first date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided herein, such determination shall apply to any adjournment thereof.

Section 4.8 Quorum. [redacted] constitute a quorum at any meeting of Members.

Section 4.9 Manner of Acting. If a quorum is present, the affirmative vote of a Majority in Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by this Agreement.

Section 4.10 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. The revocation of a proxy is not effective until the Company has received written notice of the revocation.

Section 4.11 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the Members, may be taken without a meeting if consent, in writing, setting forth the action so taken shall be signed by the Members holding the Interests which would be necessary to authorize or take such action at a meeting at which all Interests entitled to vote thereon were present and voting. Notice shall be given to those Members who did not consent in writing promptly after such authorization by consent is obtained. The notice shall accurately describe all material features of the authorized action.

ARTICLE 5

MANAGERS/BOARD OF DIRECTORS

Section 5.1 Manager.

(a) In General. The business and affairs of the Company shall be managed by the Managers. The Managers shall direct, manage and control the business of the Company. Except

for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any all other acts and activities customary or incident to the management of the Company's business. At any time there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one Manager is expressly required pursuant to this Operating Agreement.

(b) Specific Rights and Powers. In addition to any other rights and powers which a Managers may possess under the Act or this Agreement, the Managers shall have, subject to the provisions of this Section 5.1 and Section 5.3 and any other applicable provision of this Agreement that requires the consent of a Majority of the Managers, all rights and powers required or appropriate to manage and control the business, affairs and property of the Company, including but not limited to, the following rights and powers, to the extent they are in furtherance of the best interests of the Company:

(i) To operate and manage the Company and the Property in a manner determined by the Managers to be consistent with the purposes as set forth in this Agreement;

(ii) To sell or accept any offer to sell, lease, license, assign, exchange or otherwise transfer or convey the Property;

(iii) To acquire property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iv) To execute on behalf of the Company any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of the Property including, but not limited to checks, drafts, notes or other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, pledge or disposition of property, assignments, bills of sale, leases, supply and distribution agreements, and any other documents necessary or appropriate, in the opinion of the Managers, to carry out the business of the Company;

(v) To invest funds of the Company, including funds held as Reserves, in certificates of deposit or interest-bearing time deposits in Federally insured state or national banks; or in United States Government securities; or in bank repurchase agreements, bankers acceptances or money market funds; or in other investments, as the Managers may, from time to time, deem to be in the best interests of the Company; provided that the Managers shall not invest Company funds in such a manner that the Company will be considered to be holding itself out as being engaged primarily in the business of investing, reinvesting, or trading in securities or will otherwise be deemed to be an investment company under the Investment Company Act of 1940;

(vi) To acquire, enter into and pay for any contract of insurance which the Managers reasonably deem necessary and proper for the protection of the Company, for the conservation of the Property or for any purpose beneficial to the Company;

(vii) To engage and dismiss such employees, agents, attorneys, accountants, brokers and other professionals, consultants, experts and contractors, as the Managers may deem necessary or advisable in conducting the Company's business and determine their compensation, benefits and other terms of employment or hiring;

(viii) To bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Company; and

(ix) To perform or cause to be performed all of the Company's obligations under any agreement to which the Company is a party.

Section 5.2 Board of Directors.

(a) Constitution. The board of directors of the Company (the "Board of Directors" or "Board"

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

successor and appoint and remove subsequent successors. Upon the resignation or inability to

and the right to remove such successor and appoint and remove subsequent successors. Upon the

right to designate his successor and the right to remove such successor and appoint and remove subsequent successors.

(b) Meetings. Meetings of the Board shall be called upon no less than five (5) days' notice by the Manager and may be held at any place within or without the State of New York which has been designated in the notice of the meeting or at such place as may be approved by the Board. Board members may participate in a meeting through use of conference telephone or similar communications equipment, so long as all Board members participating in such meeting can hear one another. Participation in a meeting in such manner shall constitute presence in person at such meeting. A majority of the Board members present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty four (24) hours, notice of any adjournment shall be given prior to the time of the adjourned meeting to the Board members who are not present at the time of the adjournment.

(c) Quorum/ Action. A majority of the Board members constitutes a quorum of the Board members for the transaction of business and, except as specifically provided herein, every act or decision done or made by the Board shall require the affirmative vote or approval of a majority of the Board members. A meeting at which a quorum is initially present may continue

to transact business notwithstanding the withdrawal of a Board member, if any action taken is approved by at least a majority of the Board members.

(d) Action without Meeting. Any action required or permitted to be taken by the Board may be taken by the Board members without a meeting if a majority of the Board members consent in writing to such action. Such action by written consent shall have the same force and effect as the vote of a majority of the Board members at a duly called meeting.

(e) Expenses. Board members shall be reimbursed for all reasonable out-of-pocket fees and expenses incurred in connection with the performance of their duties and obligations to the Company, including the attendance of any Board meetings.

Section 5.3 Powers Subject to Approval.

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

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

(b) Restrictions on Powers. Notwithstanding Sections 5.1 and 5.3(a) hereof, without the unanimous consent of the Members, no Manager shall have the authority to:

(i) Knowingly do any act in contravention of this Agreement;

(ii) Possess Property, or assign rights in specific Property, for other than a Company purpose; or

(iii) Take any other action set forth herein requiring the consent of all of the Members.

(c) Restrictions on Issuance of Equity Incentives. Notwithstanding Sections 5.1 and 5.3(a) hereof, [redacted] for or convertible into Interests) to employees and/or service providers in consideration for [redacted].

Section 5.4 Duties. The Managers shall owe a duty of loyalty and a duty of care to the Company and the other Members of the Company pursuant to the Act.

Section 5.5 Election. The initial Manager is Jordan A. Lewis. Each Manager shall act until such Manager's dissolution, resignation, death or incapacity (or if an entity, the death or incapacity of the Person controlling such entity) and shall not otherwise be subject to removal. Additional and successor Manager(s) shall be appointed by consent of a Majority in Interest.

Section 5.6 Compensation/Reimbursement. The Managers shall be entitled to reasonable compensation for management of the Company's business, provided that such compensation shall be approved by the Board. Except as otherwise provided in an employment agreement, if any, the Managers shall be entitled to be reimbursed for all reasonable and documented out-of-pocket expenses which are incurred by him or her on behalf of the Company in connection with the Company's business.

Section 5.7 Resignation. A Manager may resign at any time by giving not less than five (5) days prior written notice to the Board. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.8 Meetings. Meetings of the Managers may be called by or at the request of any Manager. The meetings of the Managers shall be held at the principal office of the Company, unless all Managers consent to another location.

Section 5.9 Participation by Electronic Means. Any Manager may participate in a meeting of the Managers by means of a telephone conference or similar electronic communications process including video conferencing by means of which all persons participating in the meeting can hear and speak to each other at the same time or in sequence, and participation in a meeting pursuant to this provision shall constitute presence at the meeting.

Section 5.10 Notice. Notice of any meeting of the Managers shall be given at least three (3) days prior thereto in the manner specified in Section 15.1 hereof. Such notice shall be deemed to be delivered at the time specified in Section 15.1 hereof. Any Manager may waive notice of any meeting. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Managers need be specified in the notice or waiver of notice of such meeting. Notwithstanding the foregoing, when any notice is required to be given to any Manager, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section 5.11 Quorum/Manner of Acting. A quorum for the transaction of business at any meeting of the Managers shall consist of a not less than a majority of the Managers. If a quorum is not present at such meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Unless otherwise provided herein or by the Articles of Organization, any action required or permitted to be taken at a meeting of the Managers shall require the affirmative vote of a majority of the Managers.

Section 5.12 Action by Managers Without a Meeting. Any action required or permitted to be taken at a meeting of the Managers, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the Managers, and included in the minutes or filed with the Company records. Such consent shall have the same effect as a unanimous vote.

Section 5.13 Action by Managers Without a Meeting. Any action required or permitted to be taken at a meeting of the Managers, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the Managers, and included in the minutes or filed with the Company records. Such consent shall have the same effect as a unanimous vote.

ARTICLE 6

OFFICERS

Section 6.1 **Establishment.** The Company may establish, at the direction of the Managers, as many officers as it may need from time to time.

Section 6.2 **Election of Officers.** The officers of the Company shall be chosen by the Managers, and each shall serve at the pleasure of the Managers, subject to the rights, if any, of any officer under any contract of employment. The officers of the Company are as follows as of the date hereof:

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

Section 6.3 **Powers and Duties of Officers.** The officers of the Company shall have such powers and duties in the management of the Company as may be prescribed by the Managers and, to the extent not so provided, as generally pertain to their respective offices under New York Business Corporation Law, subject to the control of the Managers.

Section 6.4 **Compensation.** Salaries of executive officers employed by the Company shall be recommended by the Managers and approved by the Board, or established under employment agreements recommended by the Managers and approved by the Board. No officer shall be prevented from receiving such salary because he or she is also a Manager and/or Member of the Company.

Section 6.5 **Removal and Resignation of Officers.**

(a) Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Managers. Election or appointment of an officer shall not of itself create contractual rights.

(b) Any officer may resign at any time by giving written notice to the Managers. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

Section 6.6 **Vacancies in Offices.** A vacancy in any office for any reason whatsoever may be filled, by the Managers, for the unexpired portion of the term.

ARTICLE 7

ALLOCATIONS FOR TAX PURPOSES

Section 7.1 Profits. After giving effect to the special allocations set forth in Sections 7.3 and 7.5 hereof and except as otherwise provided herein, Profits for any fiscal year or other applicable period shall be allocated to the Members in accordance with the following order and priority:

(a) First, to and among the Members, in proportion to, and to the extent of, the cumulative Losses previously allocated to each Member pursuant to Section 7.2(b), until the cumulative amount of Profits allocated to them pursuant to this Section 7.1(a) for such fiscal year and all prior fiscal years is equal to the cumulative amount of Losses allocated to them pursuant to Section 7.2(b); and

(b) Then any remaining Profit shall be allocated among the Members in accordance with their Interests.

Section 7.2 Losses. After giving effect to the special allocations set forth in Sections 7.3 and 7.5 hereof and except as otherwise provided herein, Losses for each fiscal year or other applicable period shall be allocated to the Member as follows:

(a) Losses for each fiscal year shall be allocated to and among the Members in accordance with their Interests; and

(b) Notwithstanding Section 7.2(a) above, to the extent any Losses allocated to a Member under Section 7.2(a) would cause such Member to have an Adjusted Capital Account Deficit as of the end of the fiscal year to which such Losses relate, such Losses shall be allocated to the Members which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Accounts, or if no such Member exists, then to the Members in accordance with their Interests.

Section 7.3 Special Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Sections 1.704-2(f), notwithstanding any other provision of this Article 7, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). 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 Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 7.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be applied and interpreted consistently therewith,

including the exceptions to the minimum gain chargeback requirement set forth in Regulations Sections 1.704-2(f), and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article 7, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 7.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith, including the exceptions set forth in Regulations Section 1.704-2(f)(2) and (3) to the extent that such exceptions apply to Regulations Section 1.704(2)(i)(4).

(c) Qualified Income Offset. In the event a Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, 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 Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 7.3(c) 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 7 have been tentatively made as if this Section 7.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a Deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 7.4(d) shall be made only if and to the extent that such Member would have a Deficit Capital Account in excess of such sum after all other allocations provided for in this Article 7 have been tentatively made as if Section 7.3(c) hereof and this Section 7.3(d) were not in the Agreement.

(e) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company Property pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Regulations Sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its Interest in the Company, the amount of such adjustment to the Capital

Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated among the Members in proportion to their Interests.

(g) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(h) Curative Allocations. The allocations set forth in Sections 7.2(b), 7.3(a), 7.3(b), 7.3 (c), 7.3(d), 7.3(e), 7.3(f), and 7.3(g) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 7.3(h). Therefore, notwithstanding any other provisions of this Article 7 (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate, with the advice of the Company's accountants or legal counsel to the Company, so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 7.1 and 7.2(a). In exercising their discretion under this Section 7.3(h), the Managers shall take into account future Regulatory Allocations under Sections 7.3(a) and 7.3(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 7.3(f) and 7.3(g).

Section 7.4 General.

(a) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(b) The Members are aware of the income tax consequences of the allocations made by this Article 7 and hereby agree to be bound by the provisions of this Article 7, in reporting their shares of Company income and loss for income tax purposes.

(c) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers, with the advice of the Company's accountants or

legal counsel to the Company, using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company Profits are in proportion to their Interests.

(e) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Managers shall endeavor to treat distributions of Net Cash From Operations or Net Cash From Sales or Refinancings as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would in the absence of such treatment cause or increase an Adjusted Capital Account Deficit for any Member.

Section 7.5 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.1(k)(i) hereof).

In the event the Gross Asset Value of any Property is adjusted pursuant to Section 2.1(k)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managers, with the advice of the Company's accountants or legal counsel to the Company, in any manner that reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 7.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

Section 7.6 Power of Managers to Vary Allocations of Profits and Losses. It is the intent of the Members that each Member's allocable share of Profits and Losses shall be determined and allocated in accordance with the provisions of this Article 7 to the fullest extent permitted by Section 704(b) of the Code, or its statutory successor. However, if the Company is advised that the allocations provided in this Article 7 will not be respected for federal income tax purposes, the Managers shall have the power to amend the allocation provisions of this Agreement and may rely upon the advice of the accountants or legal counsel to the Company but in no event shall such reallocation be greater than the minimum reallocation necessary so that the allocation in this Article 7 will be respected for federal income tax purposes.

ARTICLE 8

DISTRIBUTIONS

Section 8.1 **Net Cash From Operations.** Except as provided in Article 11 hereof relating to the dissolution and liquidation of the Company, Net Cash from Operations shall be determined

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

Section 8.2 **Net Cash From Sales or Refinancing.** Except as provided in Article 11 hereof, relating to the liquidation of the Company, all Net Cash from Sales or Refinancings, if any, shall be distributed to the Members within ninety (90) days following receipt thereof to the Members in proportion to their Interests.

Section 8.3 **Distribution Among Members.** If any Interest in the Company is sold, assigned or transferred during any accounting period, Profits, Losses, each item thereof and all other items attributable to such Interest for such period shall be allocated between the transferor and the transferee by taking into account their varying Interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by a majority of the Managers. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

Section 8.4 **Amounts Withheld.** All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or any Member shall be treated as amounts distributed to the Members pursuant to this Article 8 for all purposes under this Agreement. The Managers shall withhold from distributions, or with respect to allocations, to the Members, and pay over to federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law and shall allocate such amounts to the Members with respect to which such amount was withheld.

Section 8.5 **In Kind Distributions.** If any Property of the Company shall be distributed in kind, such Property shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as such Members would have been entitled to cash distributions.

ARTICLE 9

RERSTRICTIONS ON TRANSFER; WITHDRAWAL; ACTION FOR PARTITION

Section 9.1 **General Restrictions on Transfer or Assignment.** During the term of this Agreement, a Member may not sell, assign, pledge, hypothecate, transfer, exchange, gift, bequeath or otherwise dispose of (collectively, "Transfer") all or any portion of an Interest, except as expressly provided herein. A Transfer shall also include any change in control of a

Member. For purposes of the preceding sentence, a "change in control" means (i) a change in more than 50% of the equity interests in the Member (or any other transaction having similar economic consequences), (ii) a change in a majority of the management of the Member, or (iii) a sale or license of all or substantially all of the assets of the Member. Any purported Transfer of all or any portion of an Interest that does not strictly comply with the requirements of this Agreement is null and void and shall otherwise be deemed a material violation of this Agreement. Each Member hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Agreement in view of the Company's purpose and the relationship of the Members. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable.

Section 9.2 Permitted Transfer.

(a) In General. Subject to the conditions and restrictions set forth in this Section 9.2, Section 9.3, Section 9.6 and Section 9.7, a Member (a "Transferring Member") shall have the right to Transfer all or any portion of such Member's Interest by means of Permitted Transfer (as hereinafter defined).

(b) Definition of a Permitted Transfer; Permitted Transferees.

(i) A "Permitted Transfer" is any Transfer by a Member of all or any portion of its Interest to a Permitted Transferee (as hereinafter defined), provided that such transfer otherwise complies with the conditions and restrictions of this Section 9.2 and Section 9.7.

(ii) A "Permitted Transferee" is (A) any Person who is approved as a [redacted]

(c) Conditions to Permitted Transfers. A Transfer otherwise permitted under this Section 9.2 shall not be a Permitted Transfer and any attempted Transfer of a Member's Units to a Permitted Transferee shall be subject to the following conditions:

(i) The Transferring Member and Permitted Transferee shall execute such documents and instruments of conveyance and assumption as may be necessary or appropriate in the opinion of counsel to the Company to effect such transfer and to confirm the Permitted Transferee's agreement to be bound by the provisions of this Agreement and assumption of all monetary obligations of the Transferring Member with respect to the Interest being transferred, if any, and the Permitted Transferee's agreement to guarantee the prompt payment and performance of such assumed obligations; and

(ii) The Transferring Member and Permitted Transferee shall furnish the Company with the Permitted Transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal, state, local and foreign tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution

otherwise provided for in this Agreement with respect to any Transferred Interest until it has received such information,

(d) Admission of Permitted Transferee as a Member. If the Permitted Transferee satisfies the conditions set forth in Section 9.2(c), such Permitted Transferee shall be admitted as a Substitute Member. If the Permitted Transferee does not satisfy the conditions set forth in Section 9.2(c), such Permitted Transferee shall not be admitted as a Substitute Member and shall be limited to the right to receive allocations and distributions from the Company with respect to the Interest Transferred, as provided by this Agreement and shall not have the right to inspect the Company's books, act for or bind the Company, or otherwise interfere in its operations.

(e) Effect of Permitted Transfer on Company. The Members intend that the Permitted Transfer of an Interest shall not cause the dissolution of the Company under the Act; however, notwithstanding any such dissolution, the Members shall continue to hold the Company's assets and operate its business in Company form under this Agreement as if no such dissolution had occurred.

Section 9.3 Family Transfer.

(a) In General. Notwithstanding Section 9.1, but in all events subject to Section 9.7, a Family Transfer (as hereinafter defined) shall be allowed, but the transferee shall not be admitted as a Substitute Member and shall be limited to the right to receive allocations and distributions from the Company with respect to the Interest Transferred, as provided by this Agreement and shall not have the right to act for or bind the Company, or otherwise interfere in its operations, but shall have the right to inspect the Company's books and records in accordance with Section 12.2. This Section 9.3(a) shall not apply to Permitted Transfers.

(b) Definition of a Family Transfer; Family Transferees.

(i) A "Family Transfer" is any Transfer by a Member of all or any portion of its Interest to a Family Transferee (as hereinafter defined), provided that such transfer otherwise complies with the conditions and restrictions of this Section 9.3.

(ii) A "Family Transferee" is:

a. any Person who is a Personal Representative of a (x) deceased Member or (y) deceased Principal (as hereinafter described);

b. any Person who is a member of the Immediate Family (as hereinafter defined) of a (x) Member or (y) deceased Principal, as applicable; or

c. the trustee(s) of any trust holding properties with respect to which beneficiaries are members of the Immediate Family of a (x) Member or (y) deceased Principal, as applicable, actuarially comprise more than seventy-five percent (75%) of the beneficial ownership.

(iii) "Immediate Family" means the spouse, children (natural and adoptive), brothers, sisters, and lineal ascendants and descendants of a (x) Member or (y) deceased Principal, as applicable.

(iv) "Personal Representative" means any Person who succeeds to the estate of a (x) Member or (y) deceased Principal, as applicable, as a result of death, and any transferee from such Person, provided that such transferee is a member of the Immediate Family of a such Member or deceased Principal, as applicable. A Personal Representative includes the (x) Member's or (y) deceased Principal's executor, administrator, trustee or personal representative to whom such Interest is transferred at death or involuntarily by operation of law.

(v) "Principal" mean any Person who owns not less than fifty percent (50%) of the equity of a Member.

Section 9.4. Additional Covenants Regarding Withdrawal and Action for Partition. Notwithstanding any provisions of the Act, each Member hereby covenants and agrees that the Members have entered into this Agreement based upon their mutual expectation that all Members will continue as Members and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, each

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

Section 9.5 Code Section 6050K. Upon the Transfer of any Interest governed by Section 6050K of the Code, the Transferring Member must provide to the Company the information set forth in Section 6050K of the Code, and the Company shall furnish the required information to the Internal Revenue Service, the Transferring Member and the Permitted Transferee as required by such section.

Section 9.6 Tag Along/Drag Along Rights.

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

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

Section 9.7 **Compliance with Laws and Licenses.** Notwithstanding anything contained in this Agreement, with respect to any Transfer or proposed Transfer, the Transfer and the transferee (including a Permitted Transferee and Family Transferee) shall comply with all applicable laws and regulations, including but not limited to, with respect to any regulated business that the Company may engage in, directly or indirectly, including any requirements for licensure so that, in the opinion of counsel to the Company, in no event shall the Transfer (or any agreement that may result in a Transfer) adversely affect the business of the Company or its license(s).

Section 9.8 **Buyout of Strider Investments, LLC.**

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

ARTICLE 10

LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 10.1 Liability of Members and Managers. In accordance with Section 609(a) of the Act, neither the Members nor the Managers shall be liable, solely by reason of being a Member of the Company or serving as a Manager of the Company, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.

Section 10.2. [Intentionally Omitted.]

Section 10.3 Indemnification.

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Members, Managers, officers, and their respective Affiliates (other than the Company), and all officers, directors and partners of the Members, Managers, officers and their respective Affiliates (and employees and agents of the Company, if determined by the Managers) (individually, an "Indemnitee") from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a part or otherwise, by reason of its status as (x) a Member, Manager, officer or Affiliate thereof or (y) an officer, director, manager or partner of a Member, Manager, officer or Affiliate thereof or (z) a Person serving at the request of the Company or in another entity in a similar capacity, which relates to or arises out of the Company, its Property, business or affairs, regardless of whether an Indemnitee continues to be a Member, Manager, officer or Affiliate, or an officer, director or partner of a Member, Manager, officer or Affiliate at the time any such liability or expense is paid or incurred, if (i) the Indemnitee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful and (ii) the Indemnitee's conduct did not constitute actual fraud, gross negligence, willful or wanton misconduct or a wrongful taking. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. For purposes of this Agreement, any act or omission, if done or omitted to be done in reliance, in whole or in part, upon the advice of independent legal counsel or public accountants, will be presumed to have been done or omitted to be done in good faith and not to constitute gross negligence or willful or wanton misconduct.

(b) To the fullest extent permitted by law, the Company agrees to pay or reimburse the expenses (including legal fees and expenses) incurred by or on behalf of an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to Section 10.3(a) hereof. Such expenses shall, from time to time, be paid by the Company in advance of the final disposition of such proceeding without any obligation on behalf of the Indemnitee to repay such amount unless

it shall ultimately be determined, by a final, non-appealable judgment by a court of competent jurisdiction, that the Indemnitee is not entitled to be indemnified by the Company as authorized hereunder.

(c) The indemnification provided by this Section 10.3 shall be in addition to any other rights to which each Indemnitee may be entitled under any agreement with the Company or any other Person or vote of the Members, as a matter of law or otherwise, both as to action or inaction of the Indemnitee in capacity as (x) a Member, Manager, officer, or Affiliate thereof or (y) an officer, director, manager or partner of a Member, Manager, officer or Affiliate thereof or (z) an employee or agent of the Company, and to action or inaction in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators, and personal representatives of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of any one or more Indemnitees and such other persons as the Managers shall determine against any liability which may be asserted against, or expense which may be incurred by, such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liability or expense under the provisions of this Agreement. The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 10.3 and containing such other procedures regarding indemnification as are appropriate.

(e) Any indemnification hereunder shall be satisfied solely out of the assets of the Company and none of the Members, Manager or officers shall be subject to personal liability by reason of these indemnification provisions.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 10.3 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was not prohibited by the terms of this Agreement.

(g) The provisions of this Section 10.3 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other persons.

(h) Notwithstanding the indemnification provided for by this Section 10.3 or any written agreement, such indemnity shall not include any expenses incurred by such Indemnitees relating to or arising from any action, suit or proceeding whether civil, criminal or administrative in which the Company asserts a direct claim against any Indemnitee whether such claim by the Company is termed a complaint, counterclaim, crossclaim, third-party complaint or otherwise.

ARTICLE 11

DISSOLUTION AND TERMINATION

Section 11.1 Dissolution. The Company shall be dissolved only upon the occurrence of the following events:

(a) By the written consent of a Majority in Interest; or

(b) At any time there are no Members; however, the Company is not dissolved and is not required to be wound up if, within 90 days after the event that terminated the Interest of the last remaining Member, the personal or other legal representative of the last remaining Member agrees in writing to continue the Company and agrees to the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the Interest of the last remaining Member.

Section 11.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on its business, except insofar as may be necessary for winding up its business, but its separate existence shall continue until the winding up and distributions, as set forth in Section 11.3 hereof, are completed.

Section 11.3 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company assets and the proceeds of any liquidation sale shall be applied and distributed at the closing of any sale in the following order of priority:

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

Section 11.4 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of the Member's

Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of Capital Contributions or distributions.

ARTICLE 12

BOOKS, RECORDS, RETURNS

Section 12.1 Books and Records.

(a) The Managers shall keep the following documents at the Company's principal office:

(i) A current list of the full names and last known business, residence, or mailing addresses of the Managers;

(ii) A current list of the full names and last known business, residence, or mailing addresses of the Members, together with the contribution and the share of profits and losses of each member or information from which such share can be readily derived;

(iii) A copy of the Articles of Organization and all amendments thereto or restatements thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(iv) A copy of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years; and

(v) A copy of the Operating Agreement, as amended, and any financial statements of the Company for the three (3) most recent years.

(b) The Company shall keep and maintain books of account which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of its business.

Section 12.2 Right of Inspection.

(a) Each Member and Manager, and their duly authorized representatives, shall at all times during regular business hours have access to and may inspect and copy any of the books and records described in Section 12.1(a).

(b) Each Manager and Member holding more than [redacted] of the Interests, and their duly authorized representatives, shall have the right to examine, copy and audit the Company's books and records described in Section 12.1(b) during regular business hours. Other Members shall have such inspection rights as may be required pursuant to the Act.

Section 12.3 Accounting Methods. All financial records shall be maintained and reported based on the accounting methods followed by the Company for federal income tax purposes.

Section 12.4 Company Year. The annual accounting period of the Company for financial accounting and tax purposes shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Managers.

Section 12.5 Company Bank Accounts. The Managers shall receive all monies of the Company and shall deposit the same in one or more banking accounts. All expenditures by the Managers shall be made by checks, electronic checks, credit card, and/or wire transfers drawn against the Company accounts. Withdrawals from Company accounts shall be made upon the signature of a Manager, or as otherwise directed by the Managers.

Section 12.6 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by a majority of the Managers, provided that the Managers may consult with the accountants or tax advisors of the Company.

Section 12.7 Tax Returns. The Company shall cause to be prepared and shall file (i) all tax returns required to be filed by the Company pursuant to the Code, and (ii) all state and local tax returns required to be filed by the Company. Each Member shall cooperate fully in connection with the preparation and filing.

Section 12.8 Tax Matters Partner. The "Tax Matters Partner" as defined in Section 6231 of the Code shall be [redacted] and it shall have the duties, rights and responsibilities as set forth in Sections 6221 through and including 6232 of the Code.

Section 12.9 Treatment for Tax Purposes. The Company is intended to be treated as a partnership for purposes of federal income taxation. Each Member agrees to execute and deliver any consents or other documents and take any other actions that may be necessary or appropriate to assure that the Company is taxed as a partnership for federal income tax purposes.

ARTICLE 13

REPRESENTATIONS AND WARRANTIES

Each Member represents and warrants to the Company and the other Members as follows:

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

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

ARTICLE 14
RESTRICTIVE COVENANTS

Section 14.1 **Confidentiality.** Each Member agrees that all Confidential Information (as hereinafter defined) shall be kept confidential by such Member and shall not be disclosed or used by such Member in any manner whatsoever other than as provided for under this Agreement; provided, however, that: (i) any of such Confidential Information may be disclosed to such Member's Affiliates and to partners; members; stockholders; prospective partners, members and stockholders; managers; directors; officers; employees; and authorized representatives (including attorneys, accountants, consultants, bankers and financial advisors) of such Member and of such Member's Affiliates (collectively, for purposes of this Section 14.1, "Representatives") to the extent reasonably necessary in connection with the Member's ownership of the Interests or enforcement of its rights under this Agreement, provided each of which Representatives shall agree to be bound by the provisions of this Section 14.1 or substantially similar terms, (ii) any disclosure of Confidential Information may be made to the

extent to which the Company consents in writing, (iii) any disclosure may be made of the terms of a Member's investment in the Company pursuant to this Agreement and the performance of that investment to the extent in compliance with applicable law (whether in the Member's fundraising materials or court order or otherwise) and (iv) Confidential Information may be disclosed by any Member or Representative to the extent that the Member or Representative has received advice from its counsel that it is legally compelled to do so, provided that, prior to making such disclosure, the Member or Representative, as the case may be, uses reasonable efforts to preserve the confidentiality of the Confidential Information, including consulting with the Company regarding such disclosure and, if reasonably requested by the Company, assisting the Company, at the Company's expense, in seeking a protective order to prevent the requested disclosure, and provided further that the Member or Representative, as the case may be, discloses only that portion of the Confidential Information as is, based on the advice of its counsel, legally required.

For purposes of this Agreement, "Confidential Information" means trade secrets as defined by the common law and statute in New York or any future New York statute, processes, policies, procedures, techniques including recruiting techniques, designs, drawings, know-how, show-how, technical information, specifications, computer software and source code, information and data relating to the development, research, testing, costs, marketing and uses of the Company's products and services, the Company's budgets and strategic plans, and the identity and special needs of customers, databases, data, all technology relating to the Company's businesses, systems, methods of operation, customer lists, customer information, solicitation leads, supplier and vendor identity and information, marketing and advertising materials, methods and manuals and forms, all of which pertain to the activities or operations of the Company, names, home addresses and all telephone numbers and e-mail addresses of the Company's employees, former employees, customers and former customers (irrespective of the form of communication) related to the Property or business of the Company, or any interest therein, obtained by or on behalf of a Member from the Company or its representatives. For purposes of this Agreement, the following will not constitute Confidential Information (a) information which was or becomes generally available to the public other than as a result of a breach of this Agreement by such Member, (b) information which was or becomes available to such Member on a non-confidential basis prior to disclosure to the Member by the Company or its representatives, (c) information which was or becomes available to the Member from a source other than the Company and its representatives, provided that such source is not known by such Member to be bound by a confidentiality agreement with the Company, (d) information which is independently developed by such Member without the use of any such information received under this Agreement, and (e) information which the Member knew prior to the commencement of his membership with the Company.

ARTICLE 15
GENERAL PROVISIONS

Section 15.1 Notices. Except as otherwise provided in this Agreement, any and all notices, consents, waivers, requests, or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same and shall be deemed properly given only if such notice is:

(a) Hand delivered, in which case such notice shall be deemed received upon such delivery;

(b) Sent via certified United States mail return receipt requested, postage prepaid, in which case such notice such shall be deemed received on the date of delivery as shown on the postal return receipt;

(c) Sent by facsimile transmission requesting a return phone call or facsimile to verify such receipt, in which case such notice shall be deemed received on the first business day after such facsimile is sent, or if earlier, upon receipt of the confirming phone call or facsimile;

(d) Sent by email, in which case notice shall be deemed to have given when sent unless the email is returned to the sender as undeliverable; or

(c) Sent by a nationally recognized overnight courier, in which case such notice shall be deemed received on the date of delivery.

For notices sent by mail, facsimile, email or overnight courier, the notice must be addressed (i) in the case of the Company, to the Company at the principal place of business of the Company, its primary facsimile number at such place of business or the email address of any Manager, (ii) in the case of any Member, to such Member at its address, facsimile number or email address set forth in the records of the Company, or (iii) in the case of any Manager, to such Manager at his or her address or facsimile number set forth in the records of the Company. Any Member or Manager may, by notice to the Company, specify any other address, facsimile number or email address for the receipt of such instruments or communications. The Company may, by notice to the Members and Managers, specify any other facsimile number or email address for the receipt of such instruments or communications.

Section 15.2 Title To Company Property. All Property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Property, even if in the individual Member's name or right, and each Member's Interest shall be personal property for all purposes.

Section 15.3 Integration. This Agreement, including the exhibits incorporated by reference, embody the entire agreement and understanding among the Members relating to the subject matter hereof.

Section 15.4 Severability. In the case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 15.5 Binding Effect. Except as otherwise provided to the contrary herein, this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, executors, administrators, successors and permitted assigns.

Section 15.6 Agreement for Further Execution. At any time or times, upon the request of any Manager, the Members agree to sign and acknowledge any amendment or cancellation as required by law, to sign and acknowledge similar certificates or affidavits or certificates of authorization or the like (and any amendments or cancellations thereof) required by the laws of any other jurisdiction in which the Company does, or proposes to do, business, and cause the filing of any of the same for record wherever such filing shall be required by law.

Section 15.7 Authority to Amend Amendments to this Agreement shall be in writing and shall require the consent of a Majority in Interest, except the Managers shall have the authority to amend the Operating Agreement to reflect the admission of new Members in connection with a new issuance or Transfer of an Interest pursuant to the terms hereof or to correct scrivener's errors.

Section 15.8 Gender. Wherever the context shall so require, all words herein in a particular gender shall be deemed to include other genders where applicable. In addition, singular words shall include the plural and plural words shall include the singular.

Section 15.9 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original counterpart. Signatures may be original, pdf or facsimile.

Section 15.10 Governing Law and Venue. This Agreement shall be governed by and [redacted] jurisdiction) that would cause the application of the laws of any jurisdiction other than the State [redacted] brought only in the state or federal court of competent jurisdiction for Denver, Colorado or the District of Colorado. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MANAGER:

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

MEMBERS:

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MANAGER:

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

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MANAGER:

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

MEMBERS:

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

EXHIBIT A

NAME	ADDRESS	INITIAL CAPITAL CONTRIBUTION	INTEREST
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
TOTAL			**100.00%**

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 04/17/2014 07:53 AM
ID Number: 20141242786

Document number: 20141242786
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Belle Investments, LLC.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

520 E. Cooper Avenue
(Street number and name)

Aspen | CO | 81611
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*

Mailing address
(leave blank if same as street address)

P.O. Box 4310
(Street number and name or Post Office Box information)

Aspen | CO | 81612
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*.

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
(if an individual)

(Last) | *(First)* | *(Middle)* | *(Suffix)*

or

(if an entity) Genshaft Cramer LLP

(Caution: Do not provide both an individual and an entity name.)

Street address

420 E. Main Street
(Street number and name)

Suite 200

Aspen | CO | 81611
(City) | *(State)* | *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____.
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

☑ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Cramer □ar□l B. _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____

(Caution: Do not provide both an individual and an entity name.)

Mailing address 420 E. Main Street
(Street number and name or Post Office Box information)
Suite 200
Aspen CO 81611
(City) (State) (ZIP/Postal Code)
_____ United States.
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

☑ one or more managers.

or

☐ the members.

6. *(The following statement is adopted by marking the box.)*

☑ There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

☐ This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour minute am/pm)

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Cramer (Last) □ar□ (First) B. (Middle) ____ (Suffix)

420 E. Main Street (Street number and name or Post Office Box information)

Suite 200

Aspen (City) CO (State) 81611 (ZIP/Postal Code)

____ (Province – if applicable) United States (Country).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OPERATING AGREEMENT
OF
BELLE INVESTMENTS, LLC
(a Colorado limited liability company)

THIS OPERATING AGREEMENT ("Operating Agreement") is made and entered into effective as of the 17th day of April, 2014 by JORDAN A. LEWIS, as member (sometimes referred to herein as the "Member"), and JORDAN A. LEWIS, as manager (sometimes referred to herein as the "Manager").

ARTICLE 1

ORGANIZATIONAL MATTERS

Section 1.1 Formation. The Member has formed a limited liability company under the Colorado Limited Liability Company Act, Title 7, Article 80, Colorado Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law (the "Act").

Section 1.2 Name The name of the limited liability company shall be "Belle Investments, LLC" (the "Company").

Section 1.3 Principal Office. The principal office of the Company shall be located at 520 E. Cooper Avenue, Aspen, CO 81611. The mailing address will be P.O. Box 4310, Aspen, CO 81612. The Manager may from time to time change the Company's principal office to another location and/or add additional offices.

Section 1.4 Purpose. The Company is formed to engage in any lawful business or other activity permitted under the Act. For the avoidance of doubt, any lawful business or activity shall include such business and activity as may be permitted by state and local law, notwithstanding federal law to the contrary. The Company shall have all powers available to it as a limited liability company under the Act.

Section 1.5 Term. The term of the Company commenced on the date the Articles of Organization of the Company were filed with the Secretary of State, State of Colorado and shall continue in perpetuity, unless its existence is earlier terminated pursuant to Article 9 of this Agreement.

Section 1.6 Registered Agent. The registered agent of the Company shall be Genshaft Cramer LLP or any other person or entity with an office in the State of Colorado as determined by the Manager.

Section 1.7 Registered Office. The registered office of the Company shall be the office of the registered agent located at 420 E. Main Street, Suite 200, Aspen, CO 81611, or any other location within the State of Colorado as determined by the Manager.

ARTICLE 2

CAPITAL CONTRIBUTIONS AND ADDITIONAL FUNDING

The name, address, initial capital contribution and percentage interest of the Member shall be set forth on Exhibit "A" attached hereto. The Member shall have no obligation to make any additional capital contributions to the Company. The Member may make additional contributions of capital to the Company as the Member determines are necessary, appropriate or desirable.

ARTICLE 3

MANAGEMENT

Section 3.1 **Management**. The business of the Company shall be managed by the Manager. At any time there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, with the consent of a majority of the Managers, unless the approval of more than a majority of the Managers is expressly required pursuant to this Agreement or the Act.

Section 3.2 **Election.** The initial Manager is Jordan A. Lewis. The Manager shall act until his death, incapacity, resignation, or removal from office. Additional and/or successor Manager(s) shall be appointed by the Member.

Section 3.3 **Removal.** Any Manager may be removed from office by the Member.

ARTICLE 4

RIGHTS AND POWERS OF THE MANAGER

The Manager shall have exclusive authority to control the operations and affairs of the Company and to make all decisions regarding the business of the Company. Without limiting the generality of the foregoing, the Manager shall have exclusive authority to establish such business strategies, accounting procedures and other practices and to make such business decisions as the Manager, in the Manager's sole discretion, deems advisable for the operation of the Company. In addition, it is understood and agreed that the Manager shall have all of the rights and powers of a manager as provided in the Act and as otherwise provided by law, and any action taken by the Manager shall constitute the act of and serve to bind the Company. In dealing with the Manager acting on behalf of the Company, no person shall be required to inquire about the authority of the Manager to bind the Company. Persons dealing with the Company are entitled to rely exclusively on the power and authority of the Manager as set forth in this Operating Agreement.

ARTICLE 5

ALLOCATIONS

Each item of income, gain, loss and deduction of the Company shall be allocated to the Member.

ARTICLE 6

DISTRIBUTIONS

Distributions from the Company may be made to the Member at any time, in the discretion of the Manager.

ARTICLE 7

TRANSFER

The Member may, in its sole discretion, assign its interest in the Company.

ARTICLE 8

LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 8.1 Liability of Member and Manager. Except as otherwise required by the Act, neither the Member nor the Manager shall be liable, solely by reason of being a member of the Company or serving as the Manager of the Company, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.

Section 8.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless the Member and the Manager, and all officers, directors, members, owners and partners of the Member and the Manager (and employees or agents of the Company, if approved by the Manager) (individually, an "Indemnitee") from and against any and all claims and demands whatsoever.

(b) To the fullest extent permitted by the Act, the Company agrees to pay or reimburse the expenses (including legal fees and expenses) incurred by or on behalf of the Indemnitee, defending any claim or demand whatsoever.

(c) The indemnification provided by this Section 8.2 shall inure to the benefit of the Indemnitee's heirs, successors, assigns, administrators, and personal representatives of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of an Indemnitee and such other persons as the Manager shall determine against any liability which may be

asserted against, or expense which may be incurred by, such person in connection with the Company's activities, whether or not the Company would have the power to indemnify such person against such liability or expense under the provisions of this Operating Agreement. The Company may enter into an indemnity contract with the Indemnitee and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 8.2 and containing such other procedures regarding indemnification as are appropriate.

(e) Any indemnification hereunder shall be satisfied solely out of the assets of the Company and none of the Indemnitees shall be subject to personal liability by reason of these indemnification provisions.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 8.2 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was not prohibited by the terms of this Operating Agreement or the Act.

(g) The provisions of this Section 8.2 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other persons.

ARTICLE 9

DISSOLUTION AND TERMINATION OF THE COMPANY

Section 9.1 Dissolution. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) by election of the Member;

(b) at any time there are no members; however, the Company is not dissolved and is not required to be would up if, within 90 days after the event that terminated the continued membership of the last remaining member, the personal or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the administration of the personal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member; or

(c) as otherwise required by law.

Section 9.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on its business, except insofar as may be necessary for winding up its business, but its separate existence shall continue until the winding up and distributions, as set forth in Section 9.3 hereof, are completed.

Section 9.3 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company assets and the proceeds of any liquidation sale shall be applied and

distributed at the closing of any sale in the following order of priority:

(a) To the payment of all debts and liabilities of the Company and all expenses of liquidation;

(b) To the setting up of such reserves as the Manager may deem necessary for any contingent liabilities of the Company. Any reserves may be deposited with an escrow agent, to be applied to the discharge of any contingent liabilities, and, at the expiration of whatever period the Manager may deem advisable, the balance shall be distributed as provided in paragraph (c) below; and

(d) The balance, if any, shall be distributed to the Member.

ARTICLE 10

BOOKS, RECORDS AND RETURNS

Section 10.1 **Books and Records** The Manager shall keep the following documents at the Company's principal office:

(a) A current list of the full names and last known business, residence, or mailing addresses of the Member and Manager;

(b) A copy of the Articles of Organization;

(c) A copy of the Company's federal, state, and local income tax returns and reports, if any, for each year;

(d) A copy of the Operating Agreement, as amended;

(e) True and full information regarding the business and financial condition of the Company, including written resolutions and minutes, if any, of the Company;

(f) True and full information regarding the amount of cash and a description and statement of the agreed value of any property or services contributed by each Member and that each Member has agreed to contribute in the future, and the date on which each became a member; and

(g) Any other information regarding the affairs of the Company that is just and reasonable, as determined by the Manager.

Section 10.2 **Accounting Methods** All financial records shall be maintained and reported based on the accounting methods as determined by the Manager.

Section 10.3 **Company Year.** The annual accounting period of the Company for financial accounting and tax purposes shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Manager.

Section 10.4 Company Bank Accounts. The Manager shall receive all monies of the Company and shall deposit the same in one or more banking accounts. All withdrawals from Company accounts shall be made by the Manager or an authorized agent or agents of the Manager. Company funds shall be separately identifiable from and not commingled with those of any other person.

Section 10.5 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager.

Section 10.6 Treatment for Tax Purposes. The Company is intended to be disregarded as an entity separate from the Member for federal and state income tax purposes.

ARTICLE 11

ADMISSION OF NEW MEMBERS

The Member shall have exclusive authority to admit new members to the Company on such terms and conditions as the Member shall deem appropriate. In connection therewith, the Member may create different classes of members of the Company and make such amendments to this Operating Agreement as it may deem appropriate.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Governing Law. This Operating Agreement and the rights of the Member and Manager shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

Section 12.2 Severability. In the case any one or more of the provisions contained in this Operating Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 12.3 Binding Effect Except as otherwise provided to the contrary herein, this Operating Agreement shall be binding upon, and inure to the benefit of, the Member and his heirs, executors, administrators, its respective successors and permitted assigns.

Section 12.4 Authority to Amend. This Operating Agreement may be amended at any time by the Member.

Section 12.5 Gender. Wherever the context shall so require, all words herein in a particular gender shall be deemed to include other genders where applicable. In addition, singular words shall include the plural and plural words shall include the singular.

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the date first set forth above.

MEMBER:

Jordan A. Lewis

MANAGER:

Jordan A. Lewis

EXHIBIT "A"

MEMBER	MEMBER'S ADDRESS	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Jordan A. Lewis	520 E. Cooper Avenue Aspen, CO 81611	[redacted]	100.0%
TOTAL			100.0%

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ZAITZ INVESTMENT, LLC", CHANGING ITS NAME FROM "ZAITZ INVESTMENT, LLC" TO "B. ZAITZ AND SONS, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF MARCH, A.D. 2011, AT 12:32 O'CLOCK P.M.

Jeffrey W Bullock, Secretary of State

4830481 8100

110320590

AUTHENTICATION: 8637382

DATE: 03-21-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:47 PM 03/21/2011
FILED 12:32 PM 03/21/2011
SRV 110320590 - 4830481 FILE

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF FORMATION

OF

ZAITZ INVESTMENT, LLC

(Pursuant to Section 18-202 of the Delaware Limited Liability Company Act)

It is hereby certified that:

1. The name of the limited liability company is **Zaitz Investment, LLC** (the "Company").

2. The Certificate of Formation of the Company is hereby amended to delete Paragraph 1 in its entirety and replace such paragraph with the following:

"1. The name of the limited liability company is **B. Zaitz and Sons, LLC** (the "Company")."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment this 21st day of March, 2011.

ZAITZ INVESTMENT, LLC

By: BAZ Special Trust Created u/t/d December 21, 2002, Manager of Zaitz Investment, LLC

By: _____
Gerald M. Ingbar, Co-Trustee

By: _____
Michael Hartsough, Co-Trustee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ZAITZ INVESTMENT, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2010, AT 6:11 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4830481 8100V

100606774

AUTHENTICATION: 8036743

DATE: 06-04-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:43 PM 05/28/2010
FILED 06:11 PM 05/28/2010
SRV 100606774 - 4830481 FILE

CERTIFICATE OF FORMATION

OF

ZAITZ INVESTMENT, LLC

(Pursuant to Section 18-201 of the Delaware Limited Liability Company Act)

The undersigned, as an authorized person, in order to form a limited liability company pursuant to the Limited Liability Act of the State of Delaware, does hereby certify as follows:

1. The name of the company is Zaitz Investment, LLC (the "Company").

2. The address of the registered office and the name and address of the registered agent for service of process on the Company in the State of Delaware required to be maintained by § 18-104 of the Delaware Limited Liability Company Act are: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

3. The Company is to have perpetual existence.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on May 27, 2010.

ZAITZ INVESTMENT, LLC

Christine S. Boyle, Esq.
Authorized Person

OPERATING AGREEMENT

OF

ZAITZ INVESTMENT, LLC

Dated as of May 27, 2010

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

ARTICLE II GENERAL PROVISIONS 1

Section 2.1. Formation 1
Section 2.2. Name 1
Section 2.3. Places of Business; Registered Office 1
Section 2.4. Term 1
Section 2.5. Liability of Members 1
Section 2.6. No State Law Partnership 2

ARTICLE III PURPOSE AND ACTIVITIES 2

Section 3.1. Purpose of the Company 2

ARTICLE IV Member; Capital Contributions; Capital Accounts; Revaluations 2

Section 4.1. Initial Members and Initial Capital Contributions 2
Section 4.2. Additional Members; Additional Capital Contributions 2
Section 4.3. Return of Capital Contributions; Special Rules 2
Section 4.4. Capital Accounts 3
Section 4.5. Gross Asset Value 3

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS 4

Section 5.1. Profits and Losses 4
Section 5.2. Time of Distributions 4

ARTICLE VI MANAGEMENT 5

Section 6.1. Management 5
Section 6.2. Action by Written Consent 6
Section 6.3. Liability of Parties 6
Section 6.4. Indemnification of Manager 6
Section 6.5. Conflicts of Interest 6

ARTICLE VII BOOKS AND RECORDS, ACCOUNTING, AND TAX ELECTIONS 6

Section 7.1. Maintenance of Records 6
Section 7.2. Reports to Members 7
Section 7.3. Tax Elections 7

ARTICLE VIII RESTRICTIONS ON TRANSFERS 7

Section 8.1. Restrictions on Transfers 7
Section 8.2. Permitted Transfers 7
Section 8.3. Conditions to Transfer 8
Section 8.4. Rights of Unadmitted Transferee 8
Section 8.5. Admission of Transferee as Member 9
Section 8.6. Effect of Disposition 9
Section 8.7. Interests in a Member 9
Section 8.8. Prohibited Transfers 9

ARTICLE IX WITHDRAWAL 9

Section 9.1. Restrictions on Withdrawal 9
Section 9.2. Withdrawal Payment; Reserves 10
Section 9.3. Withdrawing Member's Rights 10

ARTICLE X DISSOLUTION AND LIQUIDATION 10

Section 10.1. Dissolution 10
Section 10.2. Liquidation 11

ARTICLE XI ALLOCATION RULES 11

Section 11.1. Special Allocations 11
Section 11.2. Code Section 704(c) 13
Section 11.3. Other Allocation Rules 14

ARTICLE XII MISCELLANEOUS 15

Section 12.1. Amendments 15
Section 12.2. Successors and Assigns 15
Section 12.3. Severability 15
Section 12.4. Headings 15
Section 12.5. Applicable Law 15

OPERATING AGREEMENT

OF

ZAITZ INVESTMENT LLC

This Limited Liability Company Operating Agreement of Zaitz Investment, LLC (the "Company") is entered into as of _____, by and between the Company and the members listed on Exhibit B (the "Members") attached hereto (the "Agreement").

ARTICLE I
DEFINITIONS

Certain defined terms used in this Agreement are set forth in Exhibit A.

ARTICLE II
GENERAL PROVISIONS

Section 2.1. Formation. The Company has been formed as a Delaware limited liability company by the filing of a Certificate of Formation (the "Certificate") as provided for in Section 18-201 of the Delaware Limited Liability Company Act (the "Act") with the Secretary of State of the State of Delaware. The Company shall execute, file and record all such other documents, including amendments to the Certificate, and do all such other acts as may be appropriate, to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of Delaware and any other jurisdiction in which the Company may own property or conduct business.

Section 2.2. Name. The name of the Company shall be Zaitz Investment, LLC. The Company's business may be conducted under any other name or names, and the name of the Company may be changed, at any time as the Manager may from time to time determine.

Section 2.3. Places of Business; Registered Office. The principal office of the Company shall be at such place as the Manager may designate from time to time, which need not be in the State of formation. The initial principal office of the Company shall be at 18 Heathcote Road, Scarsdale, New York 10583. The Company may change the principal office or have such other offices as the Manager may designate from time to time. The address of the Company's registered office in the State of Delaware is The Corporation Service Company, whose address is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808

Section 2.4. Term. The Company shall continue in perpetuity or until the date as of which the Company is dissolved in accordance with this Agreement or the Act.

Section 2.5. Liability of Members. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason

of being a member of the Company and shall not be required to contribute or lend funds to the Company in order to enable the Company to satisfy such debts, obligations and liabilities.

Section 2.6. No State Law Partnership. The Members intend that the Company shall not be a partnership or joint venture, and that no Member shall be a partner or joint venturer of any other Member, for any purpose other than federal, state, and local tax purposes, and the provisions of this Agreement shall not be construed otherwise.

ARTICLE III
PURPOSE AND ACTIVITIES

Section 3.1. Purpose of the Company. The purpose of the Company is to conduct or promote any lawful businesses or purposes within any jurisdiction as may be determined by the Manager.

ARTICLE IV
MEMBER; CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; REVALUATIONS

Section 4.1. Initial Members and Initial Capital Contributions. The initial Members of the Company are listed on Exhibit B hereto, each of which has executed this Agreement as of the date hereof and is hereby admitted to the Company as a Member. Each Member has made the Capital Contribution set forth in Exhibit B. In consideration for such Capital Contributions, the Members have been credited with the Profit Percentages specified therein.

Section 4.2. Additional Members; Additional Capital Contributions.

(a) No Person shall be admitted to the Company as an additional Member without the written consent of the Manager, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager.

(b) No Member shall be obligated to make any additional Capital Contributions to the Company. If a new or existing Member shall make additional Capital Contributions to the Company hereafter, which may be done only as permitted by the Manager, then the Profit Percentage credited in recognition of such Capital Contribution shall be based upon the fair market value of the new Capital Contribution relative to the fair market value of the Company in its entirety, determined after giving effect to the revaluation of Company assets pursuant to Section 4.5. The Company will reflect the change on Exhibit B.

Section 4.3. Return of Capital Contributions; Special Rules. Except as otherwise expressly provided herein, no Member shall be entitled to the return of any part of its Capital Contribution or to be paid interest in respect of either its Capital Account balance or its Capital Contribution; no Member shall have any personal liability for the return of the Capital Contribution of any other Member; and no Member shall have any priority over any other Member with respect to the return of any Capital Contribution.

Section 4.4. Capital Accounts. A Capital Account shall be established and maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account, there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to this Agreement, and the amount of any liabilities of the Company that are assumed by such Member, or that are secured by any assets of the Company distributed to such Member.

(b) To each Member's Capital Account, there shall be debited the amount of cash and the Gross Asset Value of any Company assets distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to this Agreement, and the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) If ownership of any Membership Interest in the Company is assigned in accordance with the terms of this Agreement, the assignee shall succeed to the Capital Account of the assignor to the extent it relates to the assigned Membership Interest.

(d) In determining the amount of any liability for purposes of Subsections 4.4(a) and (b) above, there shall be taken into account Code section 752(c) and any other applicable provisions of the Code and Regulations.

(e) To each Member's Capital Account, there shall be debited or credited, as the case may be, such adjustments as are necessary to reflect a revaluation of Company assets to reflect the Gross Asset Value of all Company assets, as required by Regulations Section 1.704-1(b)(2)(iv)(f) and Section 4.5.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Code section 704 and Regulations section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. The Company shall make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet as computed for book purposes in accordance with Regulations section 1.704-1(b)(2)(iv)(q).

Section 4.5. Gross Asset Value. The Gross Asset Value of any asset of the Company shall be equal to the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company.

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values in connection with (and to be effective immediately prior to) the following events: (i) the acquisition of an additional Membership

Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property (including cash) as consideration for an interest in the Company; (iii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in the capacity of a Member or by a new Member acting in the capacity of a Member or in anticipation of being a Member; or (iv) the liquidation of the Company within the meaning of Regulations section 1.704-1(b)(2)(ii)(g); provided, however, that an adjustment pursuant to clauses (i), (ii) or (iii) above shall be made only if such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution.

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted bases of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations section 1.704-1(b)(2)(iv)(m) and Section 11.1 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subsection to the extent they were adjusted pursuant to Subsection 4.5(b) above in connection with a transaction that otherwise would result in an adjustment pursuant to this Subsection.

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to this Section 4.5, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS

Section 5.1. Profits and Losses. After giving effect to the special allocations set forth in Section 11.1, Profits and Losses for any Accounting Period shall be allocated to the Members pro rata in accordance with the Profit Percentages of the Members at the time of allocation.

Section 5.2. Time of Distributions. Distributions of cash or property shall be made from the Company to the Members at such times as the Manager may determine. All distributions to the Members shall be made in proportion to the Members' Profit Percentages at the time at which the distribution is made.

ARTICLE VI
MANAGEMENT

Section 6.1. Management.

(a) Management and control of the Company shall be vested exclusively in the Manager, and the business and affairs of the Company shall be managed under the direction of the Manager. The Manager always shall retain the authority to make management decisions notwithstanding any delegation of duties by the Manager to employees or agents. In managing the business and affairs of the Company and in exercising such powers, the Manager shall act through meetings and written consents pursuant to this ARTICLE 6.1.

(b) Whenever there shall be more than one Manager, (i) all references in this Agreement to the "Manager" shall be deemed to refer to the "Managers," and (ii) except as otherwise expressly required in this Agreement or in the Act, whenever any action, including any approval, consent, determination, resolution, or decision, is to be taken or given by the Managers or the Company under this Agreement or under the Act, it shall be authorized by all of the Managers. Such an authorization may be evidenced by a vote taken at a meeting of Managers or by a written consent pursuant to this Agreement. If, at any time, there is no Manager of the Company, the Members shall select one or more individuals to serve as the Manager or Managers through a consent of the Members holding two-thirds (2/3) of the Profit Percentages then outstanding.

(c) A Person shall cease to serve as a Manager upon his death, dissolution, bankruptcy, or a ruling by a court of competent jurisdiction that he is incompetent. A Person also may be expelled as the Manager at any time upon the consent of Members owning two-thirds (2/3) of the Profit Percentages then outstanding. A Manager may withdraw voluntarily from such position at any time upon ninety (90) days' advance written notice to all of the Members.

(d) Notwithstanding anything to the contrary in this ARTICLE VI, the consent of Members holding two-thirds (2/3) of the Profit Percentage then outstanding, given in writing or at a meeting of the Members duly called and held, shall be required to authorize the following actions of the Company:

(i) to merge or consolidate with or into any Person (other than an entity wholly owned, directly or indirectly, by the Company), or to permit any Person to merge or consolidate with or into it;

(ii) to sell, lease, transfer, assign or otherwise dispose of all or substantially all of the assets of the Company other than in the ordinary course of business of the Company; or

(iii) to enter into, assume or become bound by any contract to do any of the foregoing.

Section 6.2. Action by Written Consent. Any action permitted or required by the Act or this Agreement to be taken by the Members or the Managers may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by (a) all of the Members or all of the Managers, as the case may be; or (b) by the Members or the Managers with the required vote necessary to authorize such action. If action is taken by written consent pursuant to clause (b) of the preceding sentence, the Company shall notify promptly all non-consenting Members or Managers of such action.

Section 6.3. Liability of Parties. No Member, Manager or any Representative of a Member or Manager shall be liable to the Company or to any other Member or Manager for (a) the performance of, or the omission to perform, any act or duty on behalf of the Company if, in good faith, such Person determined that such conduct was in the best interests of the Company, and such conduct did not constitute fraud, gross negligence, or reckless or intentional misconduct; (b) the termination of the Company and this Agreement pursuant to the terms hereof; or (c) the performance of, or the omission to perform, any act on behalf of the Company in good-faith reliance on the advice of legal counsel, accountants, or other professional advisors to the Company.

Section 6.4. Indemnification of Manager. The Company, its receiver, or its trustee shall indemnify, defend, and hold each Manager, Members and their respective Representatives (and their respective heirs, personal representatives, and successors) (collectively, the "Indemnified Parties") harmless from and against any expense, loss, damage, or liability incurred or connected with any claim, suit, demand, loss, judgment, liability, cost, or expense (including reasonable attorneys' fees) arising from or related to the Company or any act or omission of the Indemnified Parties on behalf of the Company (exclusive of acts taken as an independent contractor for the Company) and amounts paid in settlement of any of the foregoing; provided that the same were not the result of fraud, gross negligence, or reckless or intentional misconduct on the part of the Indemnified Party against whom a claim is asserted. The Company may advance to any Indemnified Party the costs of defending any claim, suit, or action against such Indemnified Party if the Indemnified Party undertakes to repay the funds advanced, with interest, should it later be determined that the Indemnified Party is not entitled to indemnification under this Section 6.4.

Section 6.5. Conflicts of Interest. Subject to the other express provisions of this Agreement, each Member of the Company and each Manager of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company with no obligation to offer to the Company or to any other Member the right to participate therein. The Company may transact business with any Member or Manager or a party related to any Member or Manager.

ARTICLE VII
BOOKS AND RECORDS, ACCOUNTING, AND TAX ELECTIONS

Section 7.1. Maintenance of Records. The Company shall maintain true and correct books and records, in which shall be entered all transactions of the Company, and shall

maintain all other records necessary, convenient, or incidental to recording the Company's business and affairs, which shall be sufficient to record the allocation of Profits and Losses and distributions as provided for herein. All decisions as to accounting principles, accounting methods, and other accounting matters shall be made by the Manager. The Company shall keep a current list of all Members and their Capital Contributions, adjusted for any withdrawals, which shall be available for inspection by all Members. Each Member or its authorized representative may examine any of the books and records of the Company during normal business hours upon reasonable notice for a proper purpose reasonably related to the Member's interest in the Company.

Section 7.2. Reports to Members. As soon as practicable after the end of each Fiscal Year, the Company shall cause to be prepared and sent to each Member a report setting forth in sufficient detail all such information and data with respect to the Company for such Fiscal Year as shall enable each Member to prepare its income tax returns. Any financial statements, reports and tax returns required pursuant to this Section 7.2 shall be prepared at the expense of the Company.

Section 7.3. Tax Elections. The Manager shall be empowered to make or revoke any elections now or hereafter required or permitted to be made by the Code or any state or local tax law, and to decide in a fair and equitable manner any accounting procedures and other matters arising with respect to the Company or under this Agreement that are not expressly provided for in this Agreement. Notwithstanding the foregoing, absent the unanimous consent of all Members to the contrary, the Company and all Members shall take any steps that may be necessary to elect partnership status for purposes of the Code and any applicable state or local tax law.

ARTICLE VIII
RESTRICTIONS ON TRANSFERS

Section 8.1. Restrictions on Transfers. Except as otherwise permitted by this Agreement, no Member may Transfer all or any portion of its Membership Interest in the Company without the prior written consent of the Manager, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager.

Section 8.2. Permitted Transfers. A Member shall be free at any time to Transfer all or any portion of its Membership Interest to (a) a Person who already is a Member at the time of Transfer; or (b) any one or more of an existing Member's Family Members. A trust or estate may Transfer the Membership Interest to a beneficiary of the trust or estate; provided, that the beneficiary is a Family Member of the Member who created the trust or whose death created the estate. For purposes of this Article, a Member's "Family Members" shall mean the Member's spouse, ancestors, issue (including adopted children and their issue) and trusts or custodianships for the primary benefit of the Member himself or such spouse, ancestors, or issue (including adopted children and their issue).

Further, a Member may transfer all of his Membership Interest in the Company to any Person pursuant to a bona fide offer to purchase such Membership Interest as provided herein. Upon receipt of an acceptable offer, the Member ("Transferring Member") shall give the

Company and the other Members written notice of the terms and conditions of the offer and of such Member's intention to Transfer the Membership Interest in accordance with the offer. The Company and the Members shall then have the right to acquire all, but not less than all, of the Membership Interest upon the same terms and conditions as set forth in the offer. First, the Company shall have the right to acquire the Membership Interest upon the same terms and conditions as set forth in the offer by giving written notice to the Transferring Member within thirty (30) days of its receipt of notice of the third-party offer from the Transferring Member. If the Company does not accept this offer within such thirty (30)-day period, the other Members shall have an additional thirty (30) days within which to accept the offer by giving written notice to the Transferring Member. If more than one other Member shall accept the offer, then such Members shall purchase the Membership Interest pro rata with respect to their Profit Percentages. If no other Member shall accept the offer within the thirty (30)-day period, or if the Company and the Members together have not subscribed for the entire interest, then the Transferring Member shall be free to transfer the entire Membership Interest in accordance with the terms of the offer. If the Transferring Member shall fail to complete the Transfer in accordance with the offer within sixty (60) days following the expiration of the second thirty (30)-day period described herein, then any future Transfer by such Transferring Member shall require a re-offering to the Company and other Members as provided for above.

Section 8.3. Conditions to Transfer. Notwithstanding any other provision of Sections 8.1 or 8.2, no Transfer shall be permitted, except in the case of a Transfer on death or involuntarily by operation of law, unless the following additional conditions precedent are satisfied (or waived by the Manager):

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement (including this ARTICLE VIII);

(b) At the Manager's request, the transferor shall furnish to the Company an opinion of counsel satisfactory to the Company that the Transfer will not cause the Company to terminate within the meaning of Code section 708; and

(c) The transferor shall provide an opinion of counsel satisfactory to the Company to the effect that such Transfer will not violate any applicable securities laws regulating the transfer of securities or any of the provisions of any agreement to which the Company is a party.

Section 8.4. Rights of Unadmitted Transferee. A transferee of a Membership Interest who is not admitted as a Member pursuant to Section 8.5 shall be entitled to allocations and distributions attributable to the Membership Interest Transferred to the same extent as if the transferee were a Member, but shall have no right to participate in the management of the Company, or to vote or give a consent on any matter calling for the approval or consent of the Members (and any requisite percentage or majority shall be computed as if the Transferred Membership Interest did not exist), shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the other rights of a Member under the Act or this Agreement.

Section 8.5. Admission of Transferee as Member. Subject to the other provisions of this ARTICLE VIII, a transferee of a Membership Interest may be admitted to the Company as a Member only upon satisfaction of all of the following conditions:

(a) The Manager shall consent to such admission, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager;

(b) The Membership Interest with respect to which the transferee is admitted was acquired by means of a Transfer permitted under Section 8.1 or 8.2;

(c) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Company reasonably may request as necessary or appropriate to confirm such transferee as a Member in the Company and such transferee's agreement to be bound by the terms and conditions hereof; and

(d) The transferee furnishes copies of all instruments effecting the Transfer, opinions of counsel and such other certificates, instruments, and documents as the Company may require.

Section 8.6. Effect of Disposition. Following any Transfer of a Member's entire Membership Interest, the Member shall have no further rights as a Member of the Company. In addition, following any permitted Transfer or attempted Transfer of a portion of a Member's Membership Interest, the Member shall have no further rights as a Member of the Company with respect to that portion Transferred or attempted to be Transferred.

Section 8.7. Interests in a Member. A Member that is not a natural person shall not cause or permit an interest, direct or indirect, in itself to be Transferred such that, after giving effect to the Transfer, the Company would be considered to have terminated within the meaning of Code section 708.

Section 8.8. Prohibited Transfers. Any purported Transfer that is not permitted under Sections 8.1 or 8.2 shall be null and void and of no effect whatsoever. In the case of a Transfer or attempted Transfer that is not such a permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified persons may incur (including incremental tax liability and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

ARTICLE IX

WITHDRAWAL

Section 9.1. Restrictions on Withdrawal. Except as otherwise expressly permitted in this ARTICLE IX, without the consent of the Manager, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager, a Member does not have the right to withdraw from the Company as a Member or to terminate its Membership Interest.

Section 9.2. Withdrawal Payment; Reserves. Upon a permitted withdrawal, the withdrawing Member shall be entitled to receive its Capital Account balance in the Company as of the withdrawal date (as determined after giving effect to the revaluation of Company assets pursuant to Section 4.5), payable in cash or in kind, as the Manager may select, and subject to the limitations and other provisions of this ARTICLE IX. The payment to a withdrawing Member shall be made within ninety (90) days after the date of withdrawal or, at the option of the Manager, in twenty (20) equal quarterly installments of principal, the first of which shall be paid within ninety (90) days after the date of withdrawal, together with interest on the unpaid principal balance at a rate equal to the mid-term applicable federal rate under Code section 1274 (for quarterly compounding periods) as of the date of withdrawal. If the installment payment option is elected, interest shall accrue from the date of withdrawal and shall be paid together with each quarterly installment of principal, and the Company at any time may prepay, in whole or in part, the amount owing, which prepayment shall be applied first to accrued but unpaid interest and then to principal installments in their inverse order of maturity. The amount payable to a withdrawing Member under this Section 9.2 may, as the Manager shall determine, be subject to reserves for subsequent adjustments in the computation of the withdrawal amount and reserves for contingencies, including contingent liabilities relating to pending or anticipated litigation or to Internal Revenue Service examinations, and to a reasonable charge to cover the cost of selling or liquidating assets in order to effect payment to the withdrawing Member. Any amount withheld as a reserve shall reduce the amount payable under this Section 9.2 and shall be invested at interest by the Company in a segregated account (which may be commingled with similar accounts). The unused portion of any reserve shall be distributed with interest thereon after the Manager shall have determined that the need therefor shall have ceased.

Section 9.3. Withdrawing Member's Rights. Following the date of a withdrawal, the withdrawing Member shall have no further rights as a Member of the Company and, in the event that any money is still owed to the withdrawing Member after the date of withdrawal, the withdrawing Member shall have only the rights of an unsecured creditor of the Company.

ARTICLE X
DISSOLUTION AND LIQUIDATION

Section 10.1. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of any of the following events:

(a) at any time upon the written consent of the Manager or the sole remaining Member;

(b) at any time upon the unanimous written consent of the Members;

(c) the entry of a decree of judicial dissolution under the Act; or

(d) ninety (90) days after the date on which the Company no longer has at least one (1) Member, unless a new Member is admitted to the Company during such ninety (90) day period.

Section 10.2. Liquidation.

(a) Upon the dissolution of the Company, the Member shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) The liquidator shall determine, in his sole discretion, the fair value of the Company's assets as of the effective date of liquidation. All proceeds from liquidation shall be distributed in the following order of priority unless otherwise required by applicable law:

(i) first, to the creditors of the Company, including the Member if a creditor, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for distributions to the Member; and

(ii) thereafter, to the Member.

(c) In lieu of making liquidating distributions in cash, the liquidator may, in his sole discretion, make such distributions in kind.

(d) Upon the completion of the distribution of Company assets as provided in Sections 10.2(a), (b) and (c) hereof, the Company shall be terminated and the person acting as liquidator shall cause such termination pursuant to the Act and shall take such other actions as may be necessary or appropriate to terminate the Company.

(e) *Deficit Capital Accounts*. If a Member has a deficit balance in its Capital Account after giving effect to all contributions, distributions, and allocations for all taxable years, including the year in which the liquidation occurs, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed by such Member to the Company or to any other Person, for any purpose whatsoever.

ARTICLE XI

ALLOCATION RULES

Section 11.1. Special Allocations.

(a) *Minimum Gain Chargeback*. Notwithstanding any other provision of ARTICLE V or this ARTICLE XI, except to the extent that Regulations section 1.704-2(f) (or any other applicable authority) provides an exception to the operation of the minimum gain chargeback requirement of the Regulations, if there is a net decrease in Minimum Gain during any Accounting Period, each Member shall be specially allocated items of income and gain for such Accounting Period in an amount equal to such Member's share of the net decrease in the Company's Minimum Gain (within the meaning of Regulations section 1.704-2(g)(2)), determined in accordance with Regulations section 1.704-2(g). In the event that the minimum gain chargeback requirement imposed by this Subsection and Regulations section 1.704-2(f)

exceeds the Company's income and gains for the Accounting Period, the excess shall be treated as a minimum gain chargeback requirement, and shall be specially allocated under this Subsection, in the immediately succeeding Accounting Periods until fully charged back. Allocations pursuant to this Subsection shall be made in proportion to the respective amounts required to be allocated to each Member pursuant hereto. The items to be allocated shall be determined in accordance with Regulations sections 1.704-2(f)(6) and 1.704-2(j). This Subsection Section 11.1. (a) is intended to comply with the minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(b) *Member Nonrecourse Debt Minimum Gain Chargeback.* Notwithstanding any other provision of ARTICLE V or this ARTICLE XI, except to the extent that Regulations section 1.704-2(i)(4) (or any other applicable authority) provides an exception to the operation of the partner nonrecourse debt minimum gain chargeback requirement of the Regulations, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Accounting Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations section 1.704-2(i)(5), as of the beginning of that Accounting Period, shall be specially allocated items of income and gain for such Accounting Period (and, if necessary, succeeding Accounting Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. A Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain shall be determined in a manner consistent with the provisions of Regulations sections 1.704-2(j)(2) and 1.704-2(i)(4). Allocations pursuant to this Subsection shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to this Subsection and Regulations section 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Regulations sections 1.704-2(i)(4) and (j)(2). This Subsection Section 11.1. (b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* If any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6), items of income and gain (consisting of a pro rata portion of each item of income, including gross income and gain) shall be specially allocated to that Member in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible; provided, however, that an allocation pursuant to this Subsection 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 have been tentatively made as if this Subsection were not a part of this Agreement.

(d) *Gross Income Allocation.* If any Member has a deficit Capital Account at the end of any Accounting Period that is in excess of the sum of the amount such Member is obligated to restore, or the amount such Member is deemed obligated to restore pursuant to the next to last sentences of Regulations section 1.704-2(g)(l) and section 1.704-2(i)(5), the Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Subsection shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article have been tentatively

made as if this Subsection and the qualified income offset provision set forth in the preceding Subsection were not a part of this Agreement.

(e) *Code Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any asset of the Company pursuant to Code section 734(b) or Code section 743(b) is required, pursuant to Regulations section 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts of the Members shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations section 1.704-1(b)(2)(iv)(m)(4) applies.

(f) *Nonrecourse Deductions*. Nonrecourse Deductions for any Accounting Period shall be specially allocated to the Members, pro rata in accordance with the Profit Percentage due each Member for the applicable Accounting Period.

(g) *Member Nonrecourse Deductions*. Any Member Nonrecourse Deductions for any Accounting Period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations section 1.704-2(i).

(h) *Corrective Allocations*. The allocations set forth in the preceding Subsections of this Section 11.1. (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of income, gain, loss, or deduction pursuant to this Section 11.1. (h). Therefore, notwithstanding any other provision of ARTICLE V or this ARTICLE XI (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of income, gain, loss, or deduction in whatever manner it determines to be appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all items were allocated pursuant to Section 5.1. . In making any allocation under this Subsection, the Manager shall take into account future Regulatory Allocations under Section 11.1. (a) and (b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 11.1. (f) and Section 11.1. (g).

Section 11.2. Code Section 704(c).

(a) In accordance with Code section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, solely for tax purposes shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

(b) If the Gross Asset Value of any asset of the Company is revalued pursuant to Section 4.5. (b), subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to allocations made under this Section 11.2. shall be made in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 11.2. are solely for income tax purposes and shall not affect or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, or other items or distributions pursuant to any provision of this Agreement.

(d) The provisions of this Section 11.2. are intended to comply with Code section 704(c) and the Regulations promulgated thereunder. The Manager shall make any modifications to this Agreement as may be required to comply with Code section 704(c) and the Regulations thereunder.

Section 11.3. Other Allocation Rules.

(a) Except as otherwise provided in this Agreement, items of income, gain, loss, deduction, and credit shall be allocated among the Members for income tax purposes in a manner consistent with the allocations made for "book purposes" under ARTICLE V and this ARTICLE XI. Specifically, items of taxable income or loss corresponding to items that have been allocated pursuant to ARTICLE V or Section 11.1. shall be allocated for tax purposes in the same manner as those items are allocated for book purposes. Taxable income or loss for any Accounting Period that is not allocated pursuant to the preceding sentence and that is not otherwise allocated pursuant to ARTICLE V or this ARTICLE XI shall be allocated among the Members for tax purposes in the same proportion that Profit or Loss has been allocated for that Accounting Period under Section Section 5.1.

(b) For purposes of determining the Profits, Losses, or any other items allocable to any Accounting Period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code section 706 and the Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the applicable Accounting Period.

(d) Notwithstanding the other provisions of ARTICLE V or this ARTICLE XI, the Manager is authorized to make any adjustment in the allocation of Profits or Losses provided for in such Articles if the Manager considers in good faith that the adjustment is necessary and equitable to correct errors in allocations caused by errors in unaudited financial information or to correct inequities that may arise under this Agreement, including those that

may result from there being multiple Accounting Periods during a single Fiscal Year or during the term of this Agreement rather than a single Accounting Period.

(e) Solely for purposes of determining each Member's share of "excess nonrecourse liabilities" of the Company, as such term is defined in Regulations section 1.752-3(a)(3), each Member's interest in profits for any Accounting Period shall be that Member's Profit Percentage.

(f) To the extent permitted by Regulations section 1.704-2(h)(3), the Company shall endeavor to treat distributions as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

ARTICLE XII
MISCELLANEOUS

Section 12.1. *Amendments.* This Agreement may be amended or modified by the Member and the Company at any time in a writing unanimously signed by the Members.

Section 12.2. *Successors and Assigns.* All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the Members and the Company and the Members' successors and assigns.

Section 12.3. *Severability.* Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof.

Section 12.4. *Headings.* All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom.

Section 12.5. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Members and the Company have entered into this Agreement as of the date first above written.

BAZ SPECIAL TRUST CREATED U/T/D DECEMBER 21, 2002

By:_____
Gerald Ingbar, Trustee

By:_____
Michael Hartsough, Trustee

HILARY E. ZAITZ

By:_____
Hilary E. Zaitz

DAVID A. ZAITZ

By:_____
Amy I. Zaitz, NJUTMA Custodian

SAMANTHA J. ZAITZ

By:_____
Amy I. Zaitz, NJUTMA Custodian

Exhibit A

Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

"Accounting Period" means the following fiscal periods: the initial Accounting Period shall commence on the day on which a Certificate of Formation is filed with the State of Delaware. Each subsequent Accounting Period shall commence immediately after the close of the next preceding Accounting Period. Each Accounting Period shall close at the close of business on the first to occur of (a) the last day of a Fiscal Year of the Company; (b) the day immediately preceding the effective date of the acceptance of a Capital Contribution from a new or existing Member, other than a Capital Contribution that is pro rata among all existing Members; (c) the day immediately preceding the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in the capacity of a Member or by a new Member acting in the capacity of a Member or in anticipation of being a Member; (d) the effective date of the partial or complete withdrawal of a Member; or (e) the date of the Company's liquidation.

"Act" shall have the meaning given to it in Section 2.1.

"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 Accounting Period, 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 penultimate sentences of Regulations section 1.704-2(g)(1) and section 1.704-2(i)(5).

(b) Debit to such Capital Account the items described in Regulations section 1.704-1(b)(2)(ii)(d)(4), section 1.704-1(b)(2)(ii)(d)(5), and section 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Agreement" shall have the meaning given to it in the preamble of the Agreement, as it may be amended or restated from time to time.

"Capital Account" means, with respect to any Member, the Member's Capital Contribution, increased or decreased as provided in this Agreement.

"Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property other than money contributed to the Company by that Member.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall have the meaning given to it in the preamble of the Agreement.

"Company Minimum Gain" has the meaning given to "Partnership Minimum Gain" in Regulations sections 1.704-2(b)(2) and 1.704-2(d).

"Depreciation" has the meaning ascribed to that term in the definition of "Profit and Losses."

"Family Member" shall have the meaning givent to it in Section 8.2.

"Fiscal Year" means the calendar year; but, upon the organization of the Company, "Fiscal Year" means the period from the first day of the term of the Company to the next following December 31 and, upon dissolution of the Company, shall mean the period from the end of the last preceding Fiscal Year to the date of such dissolution.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, adjusted as provided in this Agreement.

"Indemnified Parties" has the meaning ascribed to that term in Section 6.4.

"Liquidation" has the meaning as set forth in Regulations section 1.704-1(b)(2)(ii)(g).

"Manager" means the BAZ Special Trust Created u/t/d December 21, 2002 and any Person who becomes a Manager hereafter, pursuant to the terms of this Agreement, but does not include any Person who has ceased to be a Manager of the Company. A Manager may be a natural person or an entity; a Member or a non-member.

"Member" means each Person executing this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any Person who has ceased to be a Member of the Company. For purposes of interpreting this Agreement, references to the term "Member" in ARTICLE V and ARTICLE XI shall be deemed to refer to a transferee of an interest in the Company who is not admitted as a Member under Section 8.5. unless such interpretation is inconsistent with the provisions of Section 8.4.

"Member Nonrecourse Debt" has the meaning given to "partner nonrecourse debt" in Regulations section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations section 1.704-2(i)(3).

"Member Nonrecourse Deductions" has the meaning given to "partner nonrecourse deductions" in Regulations sections 1.704-2(i)(1) and 1.704-2(i)(2). The amount of

Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for any Accounting Period shall be determined in accordance with Regulations section 1.704-2(i)(2).

"Membership Interest" means the entire interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted by this Agreement or the Act.

"Nonrecourse Deductions" has the meaning set forth in Regulations section 1.704-2(b)(1). The amount of Nonrecourse Deductions for an Accounting Period shall be determined in accordance with Regulations section 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulations sections 1.704-2(b)(3) and 1.752-1(a)(2).

"Person" means an individual, corporation, association, partnership, joint venture, limited liability company, estate, trust, or any other legal entity.

"Profit Percentages" of the Members are set forth in Exhibit B, attached hereto, adjusted as set forth herein.

"Profits and Losses" means, for each Accounting Period, an amount equal to the Company's taxable income or loss for such Accounting Period, determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Income that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss.

(b) Any expenditures of the Company described in Code section 705(a)(2)(B), or that are treated as Code section 705(a)(2)(B) expenditures pursuant to Regulations section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits and Losses pursuant to this Section, shall be subtracted from such taxable income or loss.

(c) If the Gross Asset Value of any asset is adjusted pursuant to Section 4.5. (b) or Section 4.5. (c), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses.

(d) Gain or loss resulting from any disposition of assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the assets disposed of (as adjusted under this Agreement), notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value.

(e) In lieu of the depreciation, amortization, and other cost-recovery deductions taken into account in computing such taxable income or loss, there shall be taken into

account Depreciation for such Accounting Period as defined hereinafter. For such purposes "Depreciation" means, for each Accounting Period, an amount equal to the depreciation, amortization, or other cost-recovery deduction allowable with respect to an asset for such Accounting Period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Accounting Period, Depreciation shall be any amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost-recovery deduction for such Accounting Period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost-recovery deduction for such Accounting Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company.

(f) To the extent an adjustment to the adjusted tax basis of any asset pursuant to Code section 734(b) or Code section 743(b) is required pursuant to Regulations section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses.

(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 11.1. shall not be taken into account in computing Profits and Losses.

(h) The Company's distributive share of any Profits and Losses (as defined herein) from any partnership (including any limited liability company or other entity treated as a partnership for tax purposes) in which it holds an interest, adjusted to avoid taking into account any items otherwise reflected in the Company's Profits and Losses, shall be included in the Company's Profits and Losses.

"Regulatory Allocations" has the meaning ascribed to that term in Section Section 11.1. .

"Regulations" means the Treasury Regulations promulgated under the Code, as such Regulations may be amended from time to time.

"Representative" of a Person means that Person's directors, officers, trustee, members, managers, employees, and agents.

"Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, gift, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, give, or otherwise dispose of.

"Transferring Member" shall have the meaning given to it in Section 8.2.

Exhibit B

Members, Capital Contributions, and Profit Percentages

Member	Initial Capital Contribution	Initial Profit Percentage
The BAZ Special Trust u/t/d 12/21/2002		
Hilary E. Zaitz		
Amy I. Zaitz, Custodian under the N.J. Uniform Gifts to Minors Act f/b/o [redacted]		
Amy I. Zaitz, Custodian under the N.J. Uniform Gifts to Minors Act f/b/o [redacted]		

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A GENERAL PARTNERSHIP UNDER THE NAME OF "ZAITZ INVESTMENT PARTNERSHIP" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ZAITZ INVESTMENT PARTNERSHIP" TO "ZAITZ INVESTMENT, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2010, AT 6:11 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4830481 8100V

100606774

AUTHENTICATION: 8036743

DATE: 06-04-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:43 PM 05/28/2010
FILED 06:11 PM 05/28/2010
SRV 100606774 - 4830481 FILE

STATE OF DELAWARE

CERTIFICATE OF CONVERSION

FROM A PARTNERSHIP TO A

LIMITED LIABILITY COMPANY

Pursuant To Section 18-214 of The Limited Liability Act

FIRST: The jurisdiction where the Partnership first formed is New York.

SECOND: The jurisdiction immediately prior to filing this Certificate is New York.

THIRD: The date the Partnership first formed is September 2, 1993.

FOURTH: The name of the Partnership immediately prior to filing this Certificate is Zaitz Investment Partnership

FIFTH: The name of the Limited Liability Company as set forth in the Certificate of Formation is Zaitz Investment, LLC.

IN WITNESS WHEREOF, the undersigned have executed has executed this Certificate of Conversion on May 28, 2010 and affirms that the Statement made herein are true under the penalties of perjury.

Christine S Bayle

Name: Christine S Bayle
Authorized Person

Z2285/2
13371200.3

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #80

Attachment A

Attachment A

Proposed Manufacturing Facility Location

1001 South Oyster Bay Road
Bethpage, NY 11714

Proposed Dispensing Facility #1 Location

907 Northern Boulevard
First Floor, Suite A
Great Neck, NY 11021-5304

Proposed Dispensing Facility #2 Location

121A West 20th Street
Cellar Level
New York, NY 10011

Proposed Dispensing Facility #3 Location

1 Edgewater Plaza
6th Floor
Staten Island, NY 10305-4901

Proposed Dispensing Facility #4 Location

3001 Expressway Drive North
Suite 102A
Islandia, NY 11749-5301

ATTACHMENT B – EQUIPMENT LIST
Response to Item 81, Medical Marijuana Program
Application for Registration as a Registered Organization.

Attachment "B": 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

Related NYCRR:

10NYCRR1004.5 Application for initial registration as a registered organization. Establishes the application process for registered organizations interested in manufacturing and dispensing approved medical marihuana products. Provides that no person or entity shall manufacture or dispense medical marihuana without such registration.

(b) In order to operate as a registered organization, an entity shall file an application on forms or in a manner prescribed by the commissioner. The application shall be signed by the chief executive officer duly authorized by the board of a corporate applicant, or a general partner or owner of a proprietary applicant. The application shall set forth or be accompanied by the following:

(3) 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

CONTENTS OVERVIEW:

1. **EQUIPMENT LIST** - Categorized list of instruments and equipment that must be operative for:
    - Manufacturing Facilities Equipment
    - Manufacturing Process Specific Equipment (cultivation, extraction, product manufacturing)
    - Tools and Equipment – Manufacturing
    - Transportation Equipment
    - Security Equipment
    - Dispensing Equipment
    - Sale Equipment
    - Tools and Supplies – Dispensary
    - Addenda

MANUFACTURING FACILITIES EQUIPMENT 3
CULTIVATION EQUIPMENT 4
CULTIVATION EQUIPMENT (CONT.) 5
CULTIVATION EQUIPMENT (CONT.) 6
CULTIVATION EQUIPMENT (CONT.) 7
EXTRACTION EQUIPMENT 7
EXTRACTION EQUIPMENT (CONT.) 8
EXTRACTION EQUIPMENT (CONT.) 9
EXTRACTION EQUIPMENT (CONT.) 10
PRODUCT MANUFACTURING EQUIPMENT 11
PRODUCT MANUFACTURING EQUIPMENT (CONT.) 12
TOOLS AND SUPPLIES – MANUFACTURING 12
TOOLS AND SUPPLIES – MANUFACTURING (CONT.) 13
TOOLS AND SUPPLIES – MANUFACTURING (CONT.) 14
TOOLS AND SUPPLIES – MANUFACTURING (CONT.) 15
TOOLS AND SUPPLIES – MANUFACTURING (CONT.) 16
TRANSPORTATION EQUIPMENT 16
TRANSPORTATION EQUIPMENT (CONT.) 17
TRANSPORTATION EQUIPMENT (CONT.) 18
SECURITY EQUIPMENT 18
SECURITY EQUIPMENT (CONT.) 19
SECURITY EQUIPMENT (CONT.) 20
SECURITY EQUIPMENT (CONT.) 21
SECURITY EQUIPMENT (CONT.) 22
DISPENSING EQUIPMENT 23
SALE EQUIPMENT 23
SALE EQUIPMENT (CONT.) 24
TOOLS AND SUPPLIES - DISPENSARY 24
ADDENDA 25

MANUFACTURING FACILITIES EQUIPMENT			
Equipment necessary for the manufacturing facility.			
Name	*Description*	*Purpose*	*Special Considerations*
HVAC Equipment and Controls	Centralized and/or Decentralized Heating and Cooling System	Control indoor climate and air quality on a code derived or use function basis.	Specific types of mechanical and distribution systems are to be specified in the project manual as derived by engineering analysis.
Lighting and Lighting Plan	High Efficiency CFL an/or LED Lighting Fixtures	Provide code minimum lighting for area and task illumination, arranged for derived ambient and task lighting requirements.	Specific lighting fixtures and plan to be specified in the project manual as derived by engineering analysis.
Domestic Hot Water Boiler	Centralized or Decentralized High Efficiency Boiler Water Heater	Provide hot water to commercial domestic uses and plumbing fixtures and non-operational uses such as sinks and showers.	Specific equipment type and system design to be specified in the project manual as derived by engineering analysis.
Fire Suppression System	Facility-Wide Wet Pipe Fire Suppression System	Suppression of any fires throughout the entire facility.	Suppression system and designed to be specified in the project manual as derived by the engineering analysis of the various use-types within.
Bel-Art Scienceware	Vacuum Exhaust Fume Hood	Used for odor control and exhaust.	

CULTIVATION EQUIPMENT			
Equipment necessary for growing plants.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
Schaeffer	Horizontal Air Flow Fans (HAF)	Create a consistent and even airflow throughout the plant canopy and the greenhouse at all times	
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
PL Light Systems	PL 1000 Watt Digital Ballast	Deliver energy efficient lighting of the ideal spectrum to the plants.	
Danner Manufacturing	Submersible Circulating Pumps	To ensure thorough mixing of all chemicals prior to applying.	
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

CULTIVATION EQUIPMENT (CONT.)			
Equipment necessary for growing plants.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
Dramm	100 Gallon Fertilizer Stock Tanks	Holding tanks for concentrated fertilizer solution.	
Unit Heaters	Overhead Gas Unit Heaters	Provide secondary/backup heating to supplement the primary under bench hydronic heating system.	

CULTIVATION EQUIPMENT (CONT.)			
Equipment necessary for growing plants.			
Name	*Description*	*Purpose*	*Special Considerations*
Hortilux	1000W HPS Hortilux Bulbs	Deliver energy efficient lighting of the ideal spectrum to the plants	
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
TBD	Seed-to-Sale Inventory Software	Seed to Sale tracking system used for collection and tracking of all data from manufacturing through to point of sale.	
Dell Inspiron 3000	Desktop PC Server	Hardware use to run Seed-to-sale Software.	
Dell 21.5 touchscreen	Desktop Monitor	Used for display of Seed-to-sale Software tracking and inventory management system.	
Cisco	Multiple Devices for Data Protection – Gateway switches Routers and Firewalls	Purpose of these devices is to secure and protect all data.	
MM-480 Zorb from Carson	Optical Digital Microscope	Quality control inspections of product	
TBD	Autoclave	Sterilizing tools, media, water, for use under the hood.	
TBD	Laminar Flow Hood	To create a sterile environment to make aseptic transfers.	
TBD	Glass Bead Sterilizer	To sterilize tool surfaces while working.	
TBD	Hot Plate with Magnetic Stirrer	To melt and mix media components.	
TBD	Media Dispensing Unit	To transfer exact amounts of media into culture vessels.	

CULTIVATION EQUIPMENT (CONT.)			
Equipment necessary for growing plants.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD	T-8 Lights and Ballasts	To provide plants in culture with necessary light for survival.	
TBD	Dissecting Microscope	For use when harvesting meristem tips.	
TBD	Water Distillation and Deionization Unit	To remove excess radicals from water to be used for media making and while working under the hood.	

EXTRACTION EQUIPMENT			
Equipment necessary for the extraction process.			
Name	*Description*	*Purpose*	*Special Considerations*

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

EXTRACTION EQUIPMENT (CONT.)			
Equipment necessary for the extraction process.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
Hitachi CS150NX	Tabletop Micro Ultracentrifuge	Used for separation of cannabinoids.	
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
Kolpak	Walk In Cooler	Storage of extracted products.	
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

EXTRACTION EQUIPMENT (CONT.)			
Equipment necessary for the extraction process.			
Name	*Description*	*Purpose*	*Special Considerations*
Puffer Hubbard FC Series Chromatography Refrigerator	Chromatography Refrigerator	Storage of analytic samples.	
Model TBD	CO2 Dewar	This is a storage unit to store research-grade CO2.	
Traulsen TU072HT 72" Two Door 20 Cu. Ft.	Undercounter Refrigerator	Place to refrigerate product that is in processing as opposed to product that is finished. Also storage for items that have not been refined all the way (products in progress)	

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

Ohaus Discovery	Semi-Micro and Analytical Balances	Used for weighing highly accurate samples for analysis.	
Welch Cold Trap 1420H-14	Cold Trap	Used in conjunction with vacuum ovens to recapture or reclaim terpenes and alcohol in the gas stream.	
OHaus MB83	Moisture Analyzer	Used to determine moisture content of incoming plant	

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

EXTRACTION EQUIPMENT (CONT.)			
Equipment necessary for the extraction process.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
TBD by DOH	Seed-to-Sale Software	Seed to Sale tracking system used for collection and tracking of all data from manufacturing through to point of sale.	
Dell Inspiron 3000	Desktop PC Server	Hardware use to run Seed-to-Sale Software	
Dell 21.5 Touchscreen	Desktop Monitor	Used for display of Seed-to-Sale Software tracking and inventory management system.	
Cisco	Multiple Devices for Data Protection – Gateway switches Routers and Firewalls	Purpose of these devices is to secure and protect all data.	
MM-480 zOrb from Carson	Optical Digital Microscope	Quality control inspections of product.	
SPex 8000M	Mixer/Mill	Used to grind up plant material before extraction processing.	

PRODUCT MANUFACTURING EQUIPMENT			
Equipment necessary for the production of marijuana infused products.			
Name	*Description*	*Purpose*	*Special Considerations*
Groninger USA Lite-F	Automated Filling Machine	Dispensing syringe and tincture compounds into respective containers.	
Honeywell Datamax O'Neil	Thermal Printer	Printing dynamic information onto product labels (barcodes, potency, and patient data).	
Zed Industries 15-DLX	Shuttle Blister Sealer	To blister-pack gel-caps and pills so that they are tamper and child proof.	
Tes Technophar F-40 Liqfilsuper40	Gel-Cap Filler	Gel cap automated filling.	
Bosch Stratus SK	Horizontal Shrink Wrapper	Final packaging for all products to be "kitted" for shipment.	
Eppendorf® M4	Repeater	Fills gel caps manually.	
Labconco	Sterilization Dishwasher	Sterilization dishwasher for production.	
Thermo Scientific	Precision High Performance Oven	Refinement and de-carboxylation. Odor controlled by room carbon scrubbing and use of a rated vacuum exhaust fume hood (included on list).	
Kolpak	Walk In Cooler	Storage of Manufactured Products.	
Dell Inspiron 3000	Desktop PC Server	Hardware use to run Seed-to-Sale Software.	
Dell 21.5 Touchscreen	Desktop Monitor	Used for display of Seed-to-sale Software tracking and inventory management system.	

PRODUCT MANUFACTURING EQUIPMENT (CONT.)			
Equipment necessary for the production of marijuana infused products.			
Name	*Description*	*Purpose*	*Special Considerations*
Cisco	Multiple Devices for Data Protection – Gateway Switches, Routers and Firewalls	Purpose of these devices is to secure and protect all data.	

TOOLS AND SUPPLIES – MANUFACTURING			
Tools necessary for the manufacturing facility, including those specific to cultivation, extraction, and production of marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
JustRite	Fire Resistant Pesticide Cabinet	For safe storage of pesticides.	
Graco ProX-7, LTR-19	Airless Sprayer for Organic Pesticides	For application of pesticides	
Brute	Plastic Bins	[redacted]	
Brute	Recycling Cans	For collecting trash for recycling.	
TBD	Rolling Cart	For transporting plants between houses.	
TBD	Medical Grade Rolling Chairs	For sitting at any phase of the manufacturing process.	
TBD	Insect Netting	To prevent insects from entering the facility.	
TBD	Lab Coats	For preventing contamination of extractions.	
TBD	Gloves	For preventing contamination of extractions.	
TBD	Hairnets	For preventing contamination of extractions.	
TBD	Shoe Covers	For preventing contamination.	
TBD	Quality Work Benches	For performing work in a sterile and easily cleanable environment.	

TOOLS AND SUPPLIES – MANUFACTURING (CONT.)			
Tools necessary for the manufacturing facility, including those specific to cultivation, extraction, and production of marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD	Aprons	For preventing contamination of extractions.	
3M	Dual filter respirators	Personal protection equipment.	
TBD	Safety Glasses	Personal protection equipment.	
TBD	Scrub Brush	For cleaning.	
Koppert	Insect Sticky Traps	For integrated pest management.	
TBD	Shop Vacuum	For cleaning.	
TBD	Sponges	For cleaning.	
TBD	Spray Bottles	For cleaning.	
TBD	Surge Protectors	For protecting equipment from electrical surges.	
TBD	Bamboo Sticks	To stake plants to ensure upright growth habit.	
TBD	Basic Tool Kit (Screwdrivers, Hammer etc)	To effect minor repairs and maintenance to equipment and the facility.	
TBD	Clear Trash Bags	For collecting garbage.	
TBD	Trash Cans	For collecting garbage.	
TBD	Green Trash Cans for Plant Waste	For collecting marijuana plant waste.	
TBD	Foot Baths	To prevent contamination.	
TBD	Rolling Production Tables	To provide a sterile and easily cleaning workspace. To maximize production space.	
TBD	Hoppers	For transporting plants and plant waste.	
TBD	Certified Hanging Scales	For weighing wet plants.	

TOOLS AND SUPPLIES – MANUFACTURING (CONT.)			
Tools necessary for the manufacturing facility, including those specific to cultivation, extraction, and production of marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD	Certified Floor Scales	For weighing harvested plants and plant waste.	
TBD	Large Clippers	For cutting plants from their root balls.	
TBD	Green Curved Blade Shears	For trimming and pruning plants.	
TBD	Grey Straight Blade Shears	For trimming and pruning plants.	
TBD	Medium Branch Clippers	For trimming and pruning plants.	
TBD	Broom	For cleaning.	
TBD	Dustpan	For cleaning.	
TBD	Paper Towels	For cleaning.	
TBD	Rubbing Alcohol/ Zerotol	For cleaning.	
TBD	Hand Sanitizer	For preventing the spread of contamination.	
TBD	Zip Ties		
TBD	Clone Dome	Plastic domes to maintain ideal humidity during clone rooting phase.	
TBD	Seed-to-sale Software plant tags	To identify and track plants throughout the facility and manufacturing process, as well as through the seed-to-sale Seed-to-Sale Software.	
TBD	Office Supplies	Markers, Calculator, Clipboard, Sharpies, Pens etc.	

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

TOOLS AND SUPPLIES – MANUFACTURING (CONT.)			
Tools necessary for the manufacturing facility, including those specific to cultivation, extraction, and production of marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD	Labels	For labeling product at various stages of the manufacturing process, including transportation.	
TBD	Mops	For cleaning.	
TBD	Fire Extinguisher	For controlling minor fires.	
TBD	Chipper/Shredder	For shredding waste product in order to make it unrecoverable and beyond reclamation	
Camware GripLids	Storage Containers	Storage of extracts and refined products.	
TBD	Long Forceps	For holding cuttings.	
Feather	Scalpel with No.10 Blade	For cuttings.	
TBD	Test Tubes	Main vessel for plant aseptic manipulations.	
TBD	Test Tube Racks	To hold cultures throughout the growing process.	
Magenta	Test Tube Caps	To seal test tubes containing sterile cultures.	
TBD	Media Dispensing Unit	For dispensing grow media.	
Phytotech	Commercial Grade Sucrose	A component in media making.	
Phytotech	Commercial Grade Agar	A component in media making.	
Phytotech	M&S Basal Salt Mixture	A component in media making.	
TBD	Tween-20	A surfactant, a component in media making.	

TOOLS AND SUPPLIES – MANUFACTURING (CONT.)			
Tools necessary for the manufacturing facility, including those specific to cultivation, extraction, and production of marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD	Petri Dishes	To be used under the hood as a cutting surface.	
Nescofilm	Nescofilm	To act as a semipermeable membrane for gas exchange once cells are in culture.	
TBD	Rubber Stoppers	To be sterilized and used to hold tools under the hood.	
TBD	Cheesecloth	To act as a permeable membrane during surface sterilization.	
Pyrex	Graduated Cylinders	For measuring and mixing media.	
Pyrex	Glass Beakers	For measuring and mixing media.	

TRANSPORTATION EQUIPMENT			
Equipment necessary for transporting harvested materials to extraction and production, as well as equipment necessary for transporting finished product(s) to the dispensaries.			
Name	*Description*	*Purpose*	*Special Considerations*
[redacted]	Optical Digital Microscope	Quality control inspections of product.	
TBD	GPS Tracking System	To track marijuana transportation vehicles.	
TBD	Secure Two Way Radio Communications	To maintain communications with marijuana transportation vehicles.	

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

TRANSPORTATION EQUIPMENT (CONT.)			
Equipment necessary for transporting harvested materials to extraction and production, as well as equipment necessary for transporting finished product(s) to the dispensaries.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
[redacted]	Transport Vehicle	To safely and securely transport marijuana.	[redacted]
Mettler Toledo® PS60 UPS Scales	Shipping Scales – Legal for Trade	Weighing in and validating raw material. Also used during extraction for weighing plant material or heavier container items.	
OHaus Defender 5000	5000 Digital Scale	Used to weigh heavier items.	
Motorola/Symbol LS 3578FZ	Industrial Cordless Scanner	Automated capture of vital data such as batch and lot number received, weights, skews, box weights, and security information. Interfaces direct with Seed-to-Sale Software. Also used to scan all plant material and extracted compounds throughout the entire production and manufacturing process.	

TRANSPORTATION EQUIPMENT (CONT.)			
Equipment necessary for transporting harvested materials to extraction and production, as well as equipment necessary for transporting finished product(s) to the dispensaries.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD by DOH	Seed-to-sale Software Seed to Sale Medical Marijuana Tracking Software	Seed to Sale tracking system used for collection and tracking of all data from manufacturing through to point of sale.	
Dell Inspiron 3000	Desktop PC Server	Hardware use to run Seed-to-sale Software.	
Dell 21.5 Touchscreen	Desktop Monitor	Used for display of Seed-to-Sale Software tracking and inventory management system.	
MM-480 Zorb from Carson	Optical Digital Microscope	Quality control inspections of product.	
Zebra's LP/TLP 2824 Plus™	Ultra-Compact Desktop Label Printer	Secure and accurate inventory control / loss prevention; print labels to interface through Seed-to-sale Software.	

SECURITY EQUIPMENT			
Equipment necessary for security of both the manufacturing facility and each dispensary.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

SECURITY EQUIPMENT (CONT.)			
Equipment necessary for security of both the manufacturing facility and each dispensary.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

SECURITY EQUIPMENT (CONT.)			
Equipment necessary for security of both the manufacturing facility and each dispensary.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

SECURITY EQUIPMENT (CONT.)			
Equipment necessary for security of both the manufacturing facility and each dispensary.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

SECURITY EQUIPMENT (CONT.)			
Equipment necessary for security of both the manufacturing facility and each dispensary.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			

DISPENSING EQUIPMENT			
Equipment specifically necessary for dispensing medical marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
Rx Auditor/Medicist	Medication Auditing Software	Software for auditing the Pyxis inventory, users, and access.	
Zebra's LP/TLP 2824 Plus™	Ultra-Compact Desktop Label Printer	Secure and accurate inventory control / loss prevention; print labels to interface through Seed-to-Sale Software.	

SALE EQUIPMENT			
Equipment necessary for the dispensary facility and for conducting sales transactions.			
Name	*Description*	*Purpose*	*Special Considerations*
TBD by DOH	POS System / Seed-to-Sale Software	Seed to Sale tracking system used for collection and tracking of all data from manufacturing through to point of sale.	

SALE EQUIPMENT (CONT.)			
**Equipment necessary for the dispensary facility and for conducting sales transactions.*			
Name	*Description*	*Purpose*	*Special Considerations*
TBD	Display Cabinets	For display of products, literature, etc.	
Dell Inspiron 3000	Desktop PC Server	Hardware used to run Seed-to-Sale Software.	
Dell 21.5 Touchscreen	Desktop Monitor	Used for display of Seed-to-Sale Software tracking and inventory management system.	
Cisco	Multiple devices for data protection – gateway switches and routers, firewalls	Purpose of these devices is to secure and protect all data.	
Dell 21.5 Touchscreen	Touchscreen Display Monitor	Used for display of POS / Seed-to-sale Software tracking and inventory management system.	

TOOLS AND SUPPLIES - DISPENSARY			
Tools and supplies necessary for the dispensing and sale of marijuana products.			
Name	*Description*	*Purpose*	*Special Considerations*
Generic	Printer Paper	For printing of reports, logs, and records.	
TBD based upon DOH approval	Opaque / Child-resistant Exit Packaging	Plain outer package for dispensing sealed marijuana packages to the patient or designated caregiver.	
Generic	Office FF&E	Furniture, fixtures and equipment necessary for maintaining an office.	
Generic	Office Supplies	Various office supplies necessary for maintaining an office.	

ADDENDA

North Shore LIJ
North Shore-Long Island Jewish Health System
Corporate Security

145 Community Drive
Great Neck, N.Y. 11021
Phone: (516) 465-3078
Fax: (516) 465-3080

To: Medical Marijuana Application Review Group

From: James A. Romagnoli

Subject: Medical Marijuana Program
Application for Registration Item # 81
Security Equipment

Date: June 3, 2015

All Concerned,

1. In the attached PDF files you will find a comprehensive listing of all security equipment. It is described in the following manner:

- Type
- Manufacturer
- Model,
- Quantity.

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

nsary. This is the same equipment that we have used in all dispensary plans as well as our cultivation/processing and manufacturing facility.

4. All marijuana, marijuana processed products and all marijuana products falling under the Department of Health's Controlled Substance License will be secured in appropriately sized storage bins, with a tamper evident seal that is applied at the processing facility prior to transportation. That seal is only to be opened by the designated receiver at the respective

dispensary. The storage bins shall be transported in a secured compartment, not in public view from the exterior of the transport vehicle.

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

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

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #82

Attachment C

Table of Contents:

1) North Shore-LIJ Physical Assets

2) Cultivation/Manufacturing & Dispensing LOIs

3) Bond

North Shore-LIJ Physical Assets

The North Shore-LIJ Physical Assets Department ("Physical Assets") brings together 100 professionals in the fields of real estate, design, construction, and facility operations. This Department is ideally suited to assist and supplement the in-house expertise at Silverpeak NY LLC to design and construct the dispensary locations and the cultivation/manufacturing building.

Physical Assets brings together all the disciplines required to take a project from beginning to end, including identifying superior locations, successfully negotiating transactions, designing a facility to code and securing permits, managing the construction process, and operating a facility once operational. The experience of Physical Assets is unparalleled in New York State, as it is responsible for approximately 12.5 million square feet of space throughout Long Island, New York City, and Westchester; signs approximately one lease per week adding in excess of 300,000 SF per year to the portfolio; and is responsible for implementing an annual capital budget in excess of $350 million.

Physical Assets is also experienced in locating, designing, building, and operating some of the most challenging programs and uses, including imaging and cancer treatment centers, the first free standing emergency room in New York City, Article 28 space, laboratories, substance abuse centers, and psychiatric programs.

The opening of 9 GoHealth Urgent Care Centers – which are similar in size and scope to the dispensaries – in less than 9 months time is only the most recent example of the team's ability to identify, secure, construct, and open facilities on an expedited schedule.

June 3, 2015

Silverpeak NY LLC
350 Community Drive
Manhasset, New York 11030
Attention: Thomas V. Thornton

Re: 907 Northern Boulevard, First Floor, Suite A, Great Neck, New York;
121A West 20th Street, Cellar Level, New York, New York;
1 Edgewater Plaza, 6th Floor, Staten Island, New York;
3001 Expressway Drive North, Suite 102A, Islandia, New York; and
1001 South Oyster Bay Road, Bethpage, New York (the "Premises")

We are writing this letter to set forth a framework for entering into new subleases (the "Sublease") between certain affiliate or subsidiary entities of North Shore-Long Island Jewish Health Care, Inc. ("NSLIJ"), as sublandlord, and Silverpeak NY LLC ("Silverpeak"), as sublessee. Subject to the terms and conditions set forth herein, NSLIJ agrees to negotiate and enter into subleases for the Premises to Silverpeak on fair market terms in the event that Silverpeak is designated as a Registered Organization under the Compassionate Care Act of the State of New York.

As a starting point for our discussions, we propose the following lease terms:

1. Sublease of Premises. NSLIJ will sublease the Premises to Silverpeak.

2. Rent. Silverpeak will pay rent at a fair market rate per rentable square foot for the Premises. All other terms of the sublease shall be fair market terms, including any pass-throughs of operating and tax expenses with respect to the property.

3. Use. Silverpeak may use the Premises in connection with its operations as a Registered Organization under the Compassionate Care Act, subject to compliance with applicable state and local laws and regulations.

4. Approvals and Final Documentation. This term sheet is subject to the execution and delivery of definitive Subleases containing such terms and conditions as have been approved by you and NSLIJ, and the parties hereto shall not be bound unless and until such Subleases have been duly executed and delivered. Without limiting

the generality of the foregoing, this term sheet remains subject to NSLIJ and Silverpeak obtaining all necessary internal and third party approvals required in connection with the foregoing.

Please sign this letter where indicated below.

Very truly yours,

NORTH SHORE-LONG ISLAND
JEWISH HEALTH CARE, INC.

By: _____
Eugene Tangney
Chief Administrative Officer

SILVERPEAK NY LLC

By: NORTH SHORE-LIJ
GREEN VENTURES, LLC

By: _____
Laurence A. Kraemer
Manager

By: COOPER MASON VENTURES NY, LLC

By: _____
Name: JORDAN A LEWIS
Title: CEO

OneBeacon
INSURANCE GROUP

BOND
(License or Permit - Continuous)

Bond No. 800014967

KNOW ALL MEN BY THESE PRESENTS:

THATWE Silverpeak NY LLC as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY, a corporation duly incorporated under the laws of the State of New York and authorized to do business in the State of New York, as Surety, are held and firmly bound unto New York State Department of Health, Corning Tower, Room 2701, Albany, NY 12237-0016, as Obligee, in the penal sum of Two Million & 00/100********** ($2,000,000) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Medical Marijuana - Registered Organization

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on June 3, 2015

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this June 3, 2015

Silverpeak NY LLC

By: _____
Principal

ATLANTIC SPECIALTY INSURANCE COMPANY
77 WATER STREET, 17TH FLOOR, NEW YORK, NY 10005

By: Kellie A Turner
Kellie A. Turner — Attorney-in-fact

01/13

Bond # 800014967

SURETY ACKNOWLEDGEMENT

State of Tennessee

County of Knox

On June 3, 2015, before me personally came Kellie A. Turner, to me known who being by me duly sworn did depose and said that he/she resides in Maryville, TN, that he/she is Attorney-In-Fact of Atlantic Specialty Insurance Company of Minnetonka, Minnesota, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Kellie A. Turner his/her certificate of qualification, evidencing the qualification of said Company and its sufficienty under any law of the State of New York, as Surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Novetta M Anderson

Notary Public Novetta M. Anderson
Commission Expires: 02/04/2018

NOVETTA M. ANDERSON
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

To be completed when the applicant is an individual, partnership or limited liability company.

PRINCIPAL'S ACKNOWLEDGEMENT – IF INDIVIDUAL, PARTERNSHIP OR LIMITED LIABILITY COMPANY

State of New York

County of Nassau

On June 4, 2015, before me personally appeared Jordan Lewis to me known to be (the individual) (one of the members of described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said partnership or limited liability company.)

Michelle R. Aparicio

Notary Public

MICHELLE R. APARICIO
Notary Public, State of New York
No. 01AP6083121
Qualified In Suffolk County
Commission Expires November 12, 20

To be completed when the applicant is a corporation.

CORPORATE ACKNOWLEDGEMENT

State of _____

County of _____

On, _____, before me personally came _____, to me known, who being by me duly sworn, did depose and say; that he/she resides in _____, that he/she is the _____ of _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument, is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order

_____

Notary Public

OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Minnetonka, Minnesota, does hereby constitute and appoint: **Carolyn E. Wheeler, Vicki D. Nobinger, Mary Y. Volmar, Loretta M. Jones, Sandra Ward, Novetta M. Anderson, Kellie A. Turner, Tara W. Mealer, Joy M. Williams**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars ($60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNIPEN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and

SA LESHA V. S. BEEKS
Notary Public
State of Minnesota
My Commission Expires
January 31, 2020

_____
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of June, 2015.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
October 1, 2017

_____
James G. Jordan, Assistant Secretary

OneBeacon
INSURANCE GROUP

Atlantic Specialty Insurance Company

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

State of Massachusetts
County of Norfolk ss

I, James Jordan, Assistant Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2014, according to the best of my information, knowledge and belief.

Assistant Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Massachusetts on this 15th day of March 2015.

Notary Public

SA LESHA V. S. BEEKS
Notary Public
State of Minnesota
My Commission Expires
January 31, 2020

State of New York

Insurance Department

Whereas it appears that

Atlantic Specialty Insurance Company

Home Office Address New York, New York

Organized under the Laws of New York

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, gap, prize indemnification, service contract reimbursement, and legal services insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 26(A)(B)(C)(D), 27, 28, and 29 of Section 1113(a) of the New York Insurance Law. and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) and as authorized by Section 4102(c), reinsurance of every kind or description,

STATE OF NEW YORK ★ SUPERINTENDENT OF INSURANCE ★ EXCELSIOR

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, New York, this 15th day of February, 2002

Gregory V. Serio
Superintendent of Insurance
By
Special Deputy Superintendent

Original on Watermarked Paper

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #84

Attachment E

Organizational Chart

Organizational Documents

Silverpeak NY LLC

North Shore Long Island Jewish (NSLIJ)
- NSLIJ Green Ventures LLC
- NSLIJ Health System Enterprises Inc
- NSLIJ Health Care Inc
- NSLIJ Health System Inc

Cooper Mason Ventures NY LLC
- Belle Investments LLC
- B. Zaitz & Sons LLC

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

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 28, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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E-12

ARTICLES OF ORGANIZATION

OF

SILVERPEAK NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

SILVERPEAK NY LLC

SECOND: The county within this state in which the office of the Company is to be located is:

NASSAU COUNTY

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

Silverpeak NY LLC
c/o North Shore-Long Island Jewish Health System, Inc.
Office of Legal Affairs
145 Community Drive
Great Neck, New York 11021
Attn.: General Counsel

FOURTH: The Company shall be managed by a Board of Managers.

DATED: May 26, 2015

Vanessa Bourboulis, Organizer

3287047v.3

150527000180

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ARTICLES OF ORGANIZATION

OF

SILVERPEAK NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

FILED

2015 MAY 27 AM 9:37

Filer:

GARFUNKEL WILD, P.C.
111 GREAT NECK ROAD
GREAT NECK, NY 11021

E12
DRAWDOWN

1CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 27 2015
TAX $
BY: ja

RECEIVED
2015 MAY 27 AM 9:05

ja

194

EXECUTION VERSION

OPERATING AGREEMENT

OF

SILVERPEAK NY LLC

(a New York limited liability company)

TABLE OF CONTENTS

		Page
ARTICLE 1	FORMATION AND NAME	1
1.1	Formation of Limited Liability Company; Name	1
1.2	Principal and Registered Office; Registered Agent	1
1.3	Purpose	1
1.4	Duration of Company	2
1.5	Further Assurances	2
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	MEMBER QUALIFICATIONS AND OBLIGATIONS	5
3.1	Members' Capital Contributions	5
3.2	Additional Contributions	6
3.3	Enforcement of Obligations	7
3.4	Return of Members' Contributions to Capital	7
3.5	Advances by the Members	7
3.6	Transactions Between Member and/or Managers and the Company	7
3.7	Arm's Length Transaction	8
3.8	Pledge or Mortgage	8
3.9	Confidentiality	8
ARTICLE 4	ADMISSION OF ADDITIONAL MEMBERS	8
4.1	Admission of Additional Members	8
4.2	Admission of Class A Members	9
ARTICLE 5	ALLOCATIONS AND DISTRIBUTIONS	9
5.1	Allocations of Profits and Losses	9
5.2	Special Allocations	9
5.3	Distributions	10
5.4	Capital Account Adjustments	11
5.5	Negative Balance	11
5.6	Covenant of Members	11
ARTICLE 6	MANAGEMENT	11
6.1	Board of Managers	11
6.2	Meetings of the Board of Managers	13
6.3	Limitations	14
6.4	Officers	14
6.5	Liability for Certain Acts	14
6.6	No Guaranty of Company Performance	14
6.7	Indemnification	14

6.8 Insurance 14
6.9 Salaries 14

ARTICLE 7 MEMBERSHIP RIGHTS 15
7.1 Meetings of the Members 15
7.2 Special Meetings 15
7.3 Place of Meeting 15
7.4 Notice of Meetings 15
7.5 Record Date 15
7.6 Action 15
7.7 Action by Members without a Meeting 16
7.8 Proxies 16
7.9 Miscellaneous 16

ARTICLE 8 TRANSFER OF A MEMBER'S INTEREST 16
8.1 Restrictions on Transfers 16
8.2 Permitted Transfers by Class A and Class B Members 18
8.3 Rights of First Offer/Refusal 19
8.4 Special Put Option 21
8.5 Terms and Conditions of Sale of Membership Interest; Closing Procedures 21
8.6 Drag Along Right 22
8.7 Effect of Transfer 22

ARTICLE 9 DETERMINATION OF VALUE OF A MEMBER'S INTEREST 23
9.1 Appointment of Appraiser 23
9.2 Baseball-Style Arbitration 23

ARTICLE 10 RESTRICTIVE COVENANTS 23
10.1 Non-Competition 23
10.2 Non-Solicitation 24
10.3 Reasonableness of Restrictive Covenants 24
10.4 Enforcement; Remedies 24

ARTICLE 11 ESCROW ARRANGEMENT FOR COLLATERAL 25

ARTICLE 12 TERM OF THE COMPANY 26

ARTICLE 13 TERMINATION OF A MEMBER 26

ARTICLE 14 FISCAL YEAR AND ACCOUNTING METHOD 26

ARTICLE 15 BOOKS AND RECORDS 27

ARTICLE 16 RESIGNATION OF A MEMBER 27

ARTICLE 17 TAX MATTERS MEMBER 27

ARTICLE 18 LIMITATION ON LIABILITY 28

ARTICLE 19 AMENDMENT 28

ARTICLE 20 UNIT CERTIFICATES; LEGEND 28

ARTICLE 21 ADMINISTRATIVE OBLIGATIONS OF PARTIES 29

ARTICLE 22 INTELLECTUAL PROPERTY 29

ARTICLE 23 RESEARCH 30
23.1 Purpose 30
23.2 Liaison 30
23.3 Sponsored Research Agreements 30
23.4 Research Results 30
23.5 Raw Material 30

ARTICLE 24 BRANDING 31

ARTICLE 25 EXPENSES 31

ARTICLE 26 PUBLICITY 31

ARTICLE 27 NO THIRD PARTIES 31

ARTICLE 28 SIGNAGE AND MARKETING MATERIALS 31

ARTICLE 29 CONTRACTS WITH AFFILIATED PERSONS 32

ARTICLE 30 MISCELLANEOUS 32
30.1 Timing of Receipt of Notice 32
30.2 Applicable Law 32
30.3 Venue: Waiver of Trial by Jury; and Acceptance of Service of Process 32
30.4 Severability 33
30.5 Waiver 33
30.6 Dispute Resolution 33
30.7 Benefit 33
30.8 Further Assurances 33
30.9 Construction 33
30.10 Execution; Counterparts 34
30.11 Headings 34
30.12 Entire Agreement 34
30.13 Assignment 34

30.14 Remedies for Breach; Indemnity 34

EXHIBIT A Capital Contributions and Membership Units .....

EXHIBIT B Form of Joinder Agreement .....

EXHIBIT C Decisions Requiring a Super-Majority Vote of the Board of Managers .....

EXHIBIT D .....

OPERATING AGREEMENT

OF

SILVERPEAK NY LLC

(a New York limited liability company)

THIS OPERATING AGREEMENT, made and effective as of the [redacted] day of [redacted] is made by and between [redacted]") and [redacted]"), as set forth on **Exhibit A** to this Agreement, and such other Persons who in the future execute a Joinder Agreement in the form of **Exhibit B** to this Agreement (collectively, the "Members"). Unless otherwise indicated, capitalized words and phrases in this Agreement shall have the meanings set forth Article 2 hereof.

WITNESSETH:

WHEREAS, Silverpeak NY LLC ("SP NY" or "the Company") was formed on [redacted] under the laws of the State of New York.

WHEREAS, the Company and the Members desire to enter into this Operating Agreement for the purposes hereinafter set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1

FORMATION AND NAME

1.1 Formation of Limited Liability Company; Name. The Members hereby associate themselves into a limited liability company pursuant to the provisions of the Act, upon the terms and conditions hereinafter set forth. The terms and provisions hereof will be construed and interpreted in accordance with the terms and provisions of the Act, and any applicable laws and regulations. The limited liability company's name shall be Silverpeak NY LLC.

1.2 Principal and Registered Office; Registered Agent. The registered and principal office of the Company shall be determined by the Board of Managers. The Company's registered office and principal office may be changed, from time to time, as the Board of Managers shall determine.

1.3 Purpose.

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

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

1.4 Duration of Company. The Company shall become effective on the filing of its Certificate of Formation and its existence shall be perpetual, unless terminated pursuant to any provisions of this Agreement or as otherwise provided by the Act or other applicable law.

1.5 Further Assurances. Without limiting the generality of Section 30.8, the parties agree to execute, file, record, and publish such certificates and documents which are required to form and operate a limited liability company under the laws of the State of New York. The parties will also execute, file, record and publish such certificates and documents as, upon advice of counsel, may be deemed necessary or appropriate to comply with other applicable laws governing the formation and operation of a limited liability company.

ARTICLE 2

DEFINITIONS

2.1 "Accountants" means the firm of independent certified public accountants then engaged by the Company to prepare the Company's tax returns and financial statements.

2.2 "Act" or "New York Act" means the New York Limited Liability Company Act, in effect at the time of the initial filing of the Articles, and as thereafter amended from time to time.

2.3 "Agreement" means this Operating Agreement, as originally executed and as amended from time to time, and the terms "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

2.4 "Bankruptcy" means, and a Member shall be deemed a "Bankrupt Member", upon the occurrence of any of the following: (a) the Member's voluntary commencement of any case or proceeding under any applicable bankruptcy, insolvency or other similar law, in which the Member seeks protection from his, her or its creditors; (b) the filing of an involuntary petition in bankruptcy against the Member if such petition is not dismissed within one hundred twenty (120) days of the date of filing; (c) the Member executes an assignment for the benefit of creditors; (d) the Member seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or substantially all of that Member's assets; (e) the Member fails, within one hundred twenty (120) days after the appointment, without the Member's consent or acquiescence, of a trustee, receiver or liquidator of the Member or of all or substantially all of that Member's properties, to have the appointment vacated or stayed; (f) the adjudication of the Member as a bankrupt or insolvent, or entry against the Member of an order for relief, in any bankruptcy or insolvency proceeding; or (g) the ordering of the winding up or liquidation of the Member.

2.5 "Board of Managers" means the individuals designated by the Class A Members, to whom are delegated the management duties of the Company's business as provided in Article 6 hereof ("Managers"). To the extent that a Class A Member is not a natural person, such Class

A Member shall have the right to designate any of its officers, directors, members, shareholders, partners, or managers who is a natural person to act on behalf of such Class A Member with respect to all matters contemplated by this Agreement, including with respect to any vote of the Board of Managers.

2.6 "Capital Account" means the account established and maintained for each Member on the books of the Company, which is initially equal to the capital contribution of the Member to the Company and, thereafter, is increased by (a) additional cash contributions, if any, made by the Member to the Company, (b) the fair market value to the Member of any property contributed by the Member to the Company (net of any liability assumed by the Company and any liability to which such property is subject pursuant to Section 752 of the Code), (c) the amount of any Profits allocated to the Member for federal income tax purposes and (d) allocations to the Member of income or gain as provided for herein or otherwise by Regulation Section 1.704-1(b)(2)(iv); and decreased by (w) the amount of any distributions of money made to the Member; (x) the fair market value to the Company of any distributions of property made to the Member (net of any liability assumed by the Member and any liability to which such property is subject pursuant to Section 752 of the Code), (y) the amount of any Losses allocated to the Member for federal income tax purposes, all in accordance with federal tax accounting principles, and (z) allocations to the Member of deduction or expense as provided for herein or otherwise by Regulation Section 1.704-1(b)(2)(iv). It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Section 704(b) of the Code, the Regulations promulgated thereunder, and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent therewith.

2.7 "Capital Contribution" or "Capital Contributions" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)) to the Company by a Member, net of liabilities assumed or to which the assets are subject, adjusted for the return or repayment by the Company to a Member of any Capital Contribution, and the re-characterization of Capital Contributions as capital loaned to the Company. The initial Capital Contributions of the Members are set forth on **Exhibit A** to this Agreement.

2.8 "Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Board of Managers. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

2.9 "Cause" means with respect to any Manager of the Company: (a) the Manager's willful misconduct in the performance of his or her duties, or material breach of his or obligations, as required by this Agreement; or (b) the Manager's death, or if such Manager is a Member, upon such Manager's Withdrawal as a Member of the Company, or if the Manager is designated by the Member, upon the Withdrawal of the Member appointing such Manager.

2.10 "Class A Members" shall refer to those Class A Members set forth on **Exhibit A** attached hereto and in the Company's books and records as holding Class A Units. Class A Members can designate additional classes of members as they deem appropriate.

2.11 "Class B Members" shall refer to those Members whose names are set forth on **Exhibit A** attached hereto and in the Company's books and records as holding Class B Units.

2.12 "Code" means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law, as interpreted or as otherwise modified by the Regulations issued thereunder, in each case as in effect from time to time.

2.13 "Company" shall refer to Silverpeak NY LLC.

2.14 "Deficit Capital Account" means with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the provisions of Regulation Section 1.704. The definition of Deficit Capital Account is intended to comply with the provisions of Regulation Section 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

2.15 "Disability" means with respect to any Manager of the Board of Managers appointed by Class A Member who, by reason of injury or illness, becomes unable, in any respect, to render services, or satisfy his or her usual duties, to the Company, as contemplated by this Agreement. A determination regarding whether or not such Manager is suffering from a Disability, and, if so, when his or her Disability commenced, shall be made by a vote of a majority of the Board of Managers. All Managers reasonably identified by the Board of Managers as having a Disability shall take any and all action requested by the Company to assist the Company in its determination as to whether such Manager is suffering from a Disability. The Company, at its own expense, may designate an independent licensed medical doctor to assist the Company to determine whether the Manager is suffering from a Disability within the terms of this Agreement. Such findings of the Board of Managers shall be conclusive and binding on the Company and the Manager in question.

2.16 "Interest" or "Membership Interest" means with respect to any Member the total number of Units owned by the respective Member, the Member's right to share in the Company's Profits, Losses and distributions of the Company's assets pursuant to this Agreement and the Act, and the right to participate in the management of the Company's business and affairs to the extent granted pursuant to this Agreement.

2.17 "Involuntary Withdrawal Event" means a Class A Involuntary Withdrawal Event or a Class B Involuntary Withdrawal Event, as applicable.

2.18 "Key Persons" shall mean Jordan Lewis, Ben Zaitz and David Zaitz.

2.19 "Officer" or "Officers" means one or more Class A Members selected by the Board of Managers to whom are delegated all of the day-to-day operational functions associated with the operation and conduct of the Company's business.

2.20 "Percentage Interest" means, as to each Member, a fraction expressed as a percentage, the numerator of which is the total Membership Units owned by such Member listed on **Exhibit A** hereto, as modified or adjusted from time to time on the books and records of the Company, and the denominator of which is the total of Membership Units owned by all of the Members, as similarly adjusted from time to time.

2.21 "Person" means an individual, association, corporation, general partnership, limited partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, or foreign associations of like structure.

2.22 "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, credit, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), adjusted in accordance with the Regulations.

2.23 "Regulations" means the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2.24 "Restricted Area" means within New York State.

2.25 "Super-majority Vote" means the affirmative vote or consent of (i) if there are four (4) members of the Board of Managers, all such Managers; (ii) if there are five (5) Managers on the Board of Managers, four (4) Managers, and if there are six (6) members of the Board of Managers, five (5) Managers.

2.26 "Units" or "Membership Units" means the total issued and outstanding Membership Units of each respective Member of the Company as set forth on **Exhibit A** to this Agreement, as modified or as adjusted from time to time.

2.27 "Withdrawal" shall mean the transfer or sale of a Member's Interest such that from and after the date thereof, such Person is no longer a Member.

ARTICLE 3

MEMBER QUALIFICATIONS AND OBLIGATIONS

3.1 Members' Capital Contributions.

(a) As his, her or its share of the initial Capital Contributions, each Member shall contribute such amount to the Company as is set forth in Exhibit A as its share of the initial Capital Contributions. No interest shall be paid on any initial or subsequent Capital Contribution.

(b) It is intended that the capitalization of [redacted] will be effected in two phases as follows:

(i) [redacted] and Ventures will each make a cash contribution of $105,000 to fund their respective shares of the application fees (the "Application Fees"), on June 5, 2015 and June 12, 2015, respectively. In addition to the Application Fees, between June 5, 2015 and the receipt of license (estimated late July, 2015), [redacted] and Ventures shall each make a contribution to cover expenses associated with any post-application related activity of up to $2 million, as mutually agreed to by the parties as needed (the "Phase I Contributions"). The form of Phase I Contributions will also be mutually agreed to by the parties. The Phase I Contributions shall occur no later than 90 days after application submission with a mutually agreed upon good-faith extension if necessary, but [redacted] agrees to fund such cash flow needs of the Company through June 5, 2015 that [redacted] reasonably deems necessary. During the period between June 5, 2015 and receipt of license, [redacted] and Ventures will review all consulting/other costs incurred by each party during the pre-application phase (manufacturing consultants, engineering consultants, architectural consultants, etc.) and mutually agree upon an equitable rebalance of expenses incurred. Pre-application legal costs will not be reviewed during this process and will remain the responsibility of each party.

(ii) Upon receipt of a license from the New York State Department of Health ("DOH") designating Company as a registered organization ("RO"), the second phase will be funded by a capital raise, estimated at $35 million (the "Phase II Contributions"). [redacted] shall be the sole and exclusive arranger of the capital raise for [redacted] provided that such funding sources and the terms of any such funding, including the dilution of existing Members' interests, shall all be subject to approval by [redacted] It is anticipated that the foregoing funding may result in a dilution of the Class A members interests as would result in an approximate 37.5% interest for each of [redacted] and [redacted] in [redacted] after the Phase II contributions take effect (assuming an approximate $35 million capital raise). [redacted] will direct any inquiries it receives regarding the capital raise of [redacted] to [redacted] and to the extent Ventures identifies any potential equity-source of [redacted] shall promptly provide all relevant information regarding such candidate to [redacted] so that [redacted] may lead discussions and negotiations with such potential equity-source.

(c) [redacted] and [redacted] recognize that there may be certain fees or other costs associated with the license application and capital raise process of [redacted] (as well as other fees and expenses incurred in the pre-operating phase of [redacted]. The foregoing shall be subject to consent of both [redacted] and [redacted], including, without limitation, any resulting reduction in the capitalization of [redacted] or any dilutive effect on the ownership interests of [redacted] or [redacted]

(d) [redacted] and [redacted] intend that the Company will have an employee equity pool, which may have a dilutive effect on the ownership interests of [redacted] or [redacted] The employee equity pool and the exact extent and terms thereof shall be subject to prior approval of the Class A Members.

3.2 Additional Contributions. Each Member hereby agrees that the Board of Managers shall from time to time make a capital call, requiring contribution of additional funds as Capital Contributions to the Company, in such amount(s) as determined by the Board of Managers, in their sole and absolute discretion, in proportion to the Member's respective Interest

at the time of any capital call. Any capital call for additional funds must first be approved by a Super-Majority vote of the Board of Managers.

3.3 Enforcement of Obligations. In the event any Member fails to perform the obligations (the "Obligations") of that Member (the "Defaulting Member") pursuant to the terms and conditions of **Section 3.1** and **Section 3.2** hereof, the Board of Managers shall give the Defaulting Member notice of the failure to meet the Obligations. If the Defaulting Member fails to perform the Obligations within thirty (30) days of receipt of such notice of the failure to pay ("Notice of Failure"), the Board of Managers:

(a) shall request that the non-defaulting Members of the same Member class pay the unpaid amount of the Defaulting Member's Capital Contribution (the "Unpaid Contribution"), which payment may be made by any or all of said non-defaulting Members in their sole discretion; and to the extent the Unpaid Contribution is contributed by any of the non-defaulting Members, the Defaulting Member's Interests, shall be reduced, proportionately, and the Interests of each non-defaulting Member who makes up the Unpaid Contribution shall be increased, proportionately;

(b) may, in its sole and absolute discretion, withhold from the Defaulting Member's distributive share entitlement pursuant to **Section 5.3** the amount of the Unpaid Contribution until the amount of the Unpaid Contribution is fully paid; or

(c) may, in its sole and absolute discretion, in the case of failure to perform the Obligation set forth in **Section 3.3**, deem such failure an Involuntary Withdrawal Event.

The remedies contemplated in this Section 3.3 are not exclusive, do not create any precedent, and are in addition to any other remedies allowed by law or by this Agreement.

3.4 Return of Members' Contributions to Capital. Except as otherwise expressly provided herein, none of the Members shall be entitled to withdraw or demand a refund or return of any Capital Contributions, or any interest thereon. A Member, irrespective of the nature of his, her or its Capital Contribution, has only the right to receive cash in return for such Member's Capital Contribution.

3.5 Advances by the Members. A Member may from time to time, with the consent of the Board of Managers, advance additional monies to or for the Company's benefit, and each such advance shall be treated as a loan to the Company, on such terms as determined by the Board of Managers. Any such advance shall be evidenced by a promissory note executed and delivered by the Company to the Member, the terms thereof shall be commercially reasonable and determined by the Board of Managers.

3.6 Transactions Between Member and/or Managers and the Company. Except as otherwise provided in this Agreement, a Member or Manager may lend money to, act as a surety, guarantor or endorser for, guarantee or assume one or more specific obligations of, provide collateral for, and transact other business with the Company and, subject to other applicable law, has the same rights and obligations with respect to any such matter as a Person who is not a Member or Manager. Notwithstanding the foregoing, except as contemplated by Articles 23 and 30, no Member or Manager (or any affiliate thereof) may transact or conduct any business with

the Company, except on terms and conditions which generally are at least as fair and reasonable to the Company as those which would otherwise be available to it if it were dealing with an unrelated party.

3.7 Arm's Length Transaction. The Company shall not transact or conduct business (including, without limitation, a sale or other disposition of all or substantially all of the Company's assets, whether in one transaction or in a series of transactions) with any other Person, except on terms and conditions which generally are at least as fair and reasonable to the Company as those which would otherwise be available to it in an arm's length transaction.

3.8 Pledge or Mortgage. No Member shall pledge, encumber, hypothecate or grant a security interest in or mortgage his, her or its Membership Interest to any Person, without the Super-majority Vote of the Board of Managers, which consent may be withheld for any reason or no reason.

3.9 Confidentiality. Each Member acknowledges a duty and obligation of confidentiality owed to the Company and to the other Members. No Member shall, nor shall any Person associated with said Member, at any time, disclose or make accessible to anyone, use, or retain in writing or any other medium, without the express written authorization of the Board of Managers, any Confidential Information of the Company. "Confidential Information" shall mean all material types of proprietary data, trade secrets and confidential information of the Company, which is not legitimately in the public domain, including, but not limited to, the terms and provisions of this Agreement, all pricing or business strategies, compensation or financial information, resident lists, resident files, charge data, price lists, contract forms and other books, records or files relating to the Company's Business. Each Member hereby acknowledges that the Confidential Information is the property of the Company, that he, she or it shall not duplicate or make use of any such Confidential Information other than in the pursuit of the Company's Business, and that, upon termination of his, her or its Membership Interest for any reason, he, she or it shall deliver to the Company, without further demand, all copies thereof, in any medium whatsoever, which are then in his, her, or its possession. Confidential Information does not include information which is or becomes available or known to the public other than as a result of a disclosure by the respective Member or by his or her representatives in violation of this Agreement.

ARTICLE 4

ADMISSION OF ADDITIONAL MEMBERS

4.1 Admission of Additional Members. Additional Members ("Class B Members") may be admitted to the Company upon the bona fide, arm's length offer of a prospective Class B Member (each, a "Prospective Class B Member"), subject to the approval of the DOH, in accordance with terms and purchase price agreed to by both Class A Members. Each Member understands and agrees that the issuance of additional Units may result in the dilution of all other Members' Interests. Such new Class B Members shall participate in the Profits, Losses and distributions contemplated by such method as may be provided in this Agreement. New Class B Members shall execute a execute a Joinder Agreement in the form of **Exhibit B** to this

Agreement, and any other subscription documents and agreements that the Board of Managers shall deem reasonably advisable.

4.2 Admission of Class A Members. Except to the extent expressly authorized pursuant to **Article 8**, additional Class A Members may not be admitted to the Company.

ARTICLE 5

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Profits and Losses for any fiscal year shall be allocated to the Members in proportion to their Percentage Interests, after giving effect to the special allocations set forth in **Section 5.2**.

5.2 Special Allocations. Notwithstanding the provisions of **Section 5.1** hereof:

(a) Minimum Gain. Notwithstanding any other provision of this **Section 5.2**, if there is a net decrease in the Company's minimum gain as defined in Regulation Section 1.704-2(d) during a taxable year of the Company, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This **Section 5.2(a)** is intended to comply with the minimum gain chargeback requirement of Regulation Section 1.704-2 and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Members may seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Regulation Section 1.704-2(f)(4).

(b) Qualified Income Offset. If any Member receives any adjustments, allocations, or distributions described in Regulation Section 1.704-1(b)(2)(ii)(d), which create or increase a Deficit Capital Account of the Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations. It is the intent that this **Section 5.2(b)** be interpreted to comply with the alternate test for economic effect set forth in Regulation Section 1.704-1(b)(2)(ii)(d).

(c) Nonrecourse Deductions. Items of Losses, deduction, and expenditures described in Section 705(a)(2)(B) of the Code which are attributable to any nonrecourse debt of the Company and are characterized as partner nonrecourse deductions under Regulation Section 1.704-2(i) shall be allocated to the Members' Capital Accounts in accordance with their Percentage Interests.

(d) Section 704(c). In accordance with Section 704(c)(1)(A) of the Code and Regulation Section 1.704-1(b)(2)(iv)(d)(3), if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss, and deductions for the property shall, solely for federal income tax purposes, be allocated among the

Members so as to take account of any variation between the adjusted basis of the property to the Company and its fair market value at the time of contribution.

(e) Curative Allocations. Any credit or charge to the Members' Capital Accounts pursuant to **Section 5.2** shall be taken into account in computing subsequent allocations of Profits and Losses pursuant to **Section 5.1** above, so that the net amount of any items charged or credited to Capital Accounts pursuant to **Sections 5.1** and **5.2** shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this **Article 5** if the special allocations required by **Section 5.2** had not occurred.

5.3 Distributions.

(a) Timing of Cash Flow Distributions. The Company shall make distributions of Cash Flow in accordance with each Member's Percentage Interest at such times as determined by the Board of Managers, in its sole and absolute discretion. Distributions of Cash Flow will be made at the same time to all Members.

(b) Distributions for Taxes. From time to time, as determined by the Board of Managers in its sole discretion, the Company may make distributions of Cash Flow to the Members for the purposes of covering any and all related federal, state and local income taxes incurred as a result of being a Member in the Company as reflected in each Member's Form K-1 as recognized under the Code, and any such distributions shall be credited as appropriate against future distributions to the Members so as to bring the aggregate contributions into conformity with each Member's Percentage Interest.

(c) Distributions Upon Liquidation; Sale of the Company and its Affiliates. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation). The Company may offset damages for breach of this Agreement by a Member whose interest is liquidated (either upon the withdrawal of a Member or the liquidation of the Company) against the amount otherwise distributable to the Member. Upon the Company's liquidation or a Sale of the Company and its Affiliates, the Company's assets/Transaction Proceeds (as defined below) shall be distributed in the following order of priority:

(i) The claims of creditors, other than Members, first shall be satisfied and adequate reserves established (as determined by the Board of Managers);

(ii) All outstanding loans from Members, including Purchase Notes made by the Company to the order of any Member shall be repaid in the same proportion which the outstanding loans from any Member shall bear to the outstanding loans of all Members;

(iii) To the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other Company transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss) and (ii) such Terminating Capital Transaction; and

(iv) To the Members based upon their Membership interest.

The Company shall not make a distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Membership Interests and liabilities for which the recourse of creditors is limited to specified property of the Company, exceed the fair value of the Company's assets, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the Company's assets only to the extent that the fair value of that property exceeds that liability.

5.4 Capital Account Adjustments. Unless the Board of Managers shall determine otherwise, the gross asset values of all the Company's assets shall be adjusted to reflect unrealized appreciation or depreciation, as determined by the Accountant, and the Capital Accounts of the Members shall be adjusted accordingly, upon the occurrence of the following events: (a) the acquisition of an additional Percentage Interest by any Member; (b) the withdrawal of a Member, and (c) the liquidation of the Company; provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Board of Managers reasonably determine that adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

5.5 Negative Balance. No Member with a negative balance in his, her or its Capital Account shall be obligated to the Company to restore all or any portion of the amount of such negative balance.

5.6 Covenant of Members. Each Member agrees to file federal, state and local income tax returns on a basis consistent with the content of each Member's Form K-1 from the Company and the terms and provisions of this Agreement, and each Member agrees not to take a position inconsistent therewith before any federal, state or local taxing authority without first obtaining the prior consent of the Board of Managers.

ARTICLE 6

MANAGEMENT

6.1 Board of Managers.

(a) Authority and Voting. To the fullest extent permissible by law, the Board of Managers (the "Board"), acting through its officers, shall have full, exclusive, and complete discretion, power, and authority, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, and the Board of Managers shall take any and all actions necessary, desirable, convenient or incidental for the furtherance of the objects and purpose of the Company and this Agreement.

(b) Composition of Board. The Corporation will initially have a four (4) member Board of Managers. Each Class A Member shall each select two (2) members of the Board of Managers. A Class A Member shall have the right to resign from the Board of Managers pursuant to **Section 6.1(f)** hereof and, in such case, the vacancy created by such

resignation can be filled by the entity Class A Member in accordance with **Section 2.5.** Subject to first obtaining any required DOH approval in connection therewith, [redacted] and [redacted] may select strategic and/or financial partners which may result in up to two (2) additional Managers being added to the Board, the exact structure for which shall be mutually agreed upon by the Class A Members. The Chairman of the Board shall be selected jointly by the Class A Members from among the Board Managers. In addition, [redacted] shall designate a non-voting liaison, as provided in Section 23.2, and [redacted] shall appoint such non-voting members as may be required pursuant to the terms of strategic or financial investor agreements, subject to approval by [redacted] (not to be unreasonably withheld, conditioned or delayed).

(c) Voting and Authority To Act. A majority of the duly appointed Managers present at a meeting shall constitute a quorum. Each Manager shall have one (1) vote on all matters coming before the Board of Managers, provided, however, if at any meeting or meetings only one (1) of the Managers representing a Class A Member who has two (2) Manager designees is present, then such Manager shall be entitled to two (2) votes at such meeting. Except as otherwise provided herein, all decisions of the Board of Managers shall require a majority of the Managers' votes on matters coming before the Board of Managers. Any decision made by the Board of Managers in accordance with the terms hereof shall be the act of the Company.

(d) Tax Exemption of [redacted] The Board will be required to operate the Company in a manner that would not reasonably be considered to jeopardize the tax-exempt purposes or status of the [redacted] its affiliate entities (collectively, '[redacted] ("Tax-Exempt Event"). [redacted] shall provide materials in writing setting forth the basis for its reasonable belief that a Tax-Exempt Event has occurred within seven (7) days of asserting such belief. [redacted] represents and warrants that it has considered and examined the proposals set forth herein, and at the present time under the current state of the law does not expect the proposed business arrangements described to jeopardize [redacted] tax-exempt status.

(e) Decisions Requiring a Super-majority Vote of the Board of Managers. Notwithstanding the provisions of **Section 6.1(c)** hereof, the acts set forth on Exhibit D to this Agreement shall require the affirmative vote or written consent of a Super-majority Vote of the Board of Managers before such action shall be taken.

(f) Disclosure of Potential Conflicts. If any Manager or Member, as the case may be, shall (i) be directly involved in or affected by a specific matter that requires the Company to deal with said Manager or Member, individually or collectively with other Managers or Members similarly situated with respect to the specific matter, and requiring the vote of the Board of Managers or Members, or (ii) have an ownership, financial or familial relationship with any party, or any party that employs or engages an individual with whom any Manager has an ownership, financial or familial relationship in or with, and said party desires or intends to enter into a contract or agreement with the Company, then such Manager or Member with a relationship described above in clause (i) or (ii) shall disclose such matter, and recuse him, her or itself from the vote on said matter to the extent required by the any Conflict of Interest Policy adopted by unanimous vote of the Class A Members.

(g) Resignation. A Manager may resign at any time by giving written notice to the Members. A Manager's resignation shall take effect upon delivery of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(h) Removal. A Class A Manager may at any time be removed by the Class A Member who appointed such Manager, with or without cause, effective upon written notice to the Board from such Class A Member. A Class A Manager may at any time be removed for Cause by an affirmative vote of all other Class A Managers besides the Class A Manager being removed for Cause. In such cases, the vacancy shall be filled by the Class A Member who had appointed such removed Manager in accordance with Section 2.5. A Class B Manager may be removed at any time for any reason upon an affirmative vote of all Class A Members.

(i) Deadlock. In the event of a deadlock on the Board, the Managers agree to participate to non-binding mediation if they cannot resolve the deadlock within thirty (30) days.

6.2 Meetings of the Board of Managers.

(a) Meetings. Regular meetings of the Board of Managers shall be held periodically for the purpose of transacting business that may come before the meeting, and may be called by any Manager, unless otherwise prescribed by the Act.

(b) Place of Meeting. The Board of Managers shall designate any place in the Borough of Manhattan or County of Nassau, State of New York, as the place for any meeting of the Board of Managers. If no designation is made, the place of the meeting shall be the principal place of business of the Company in the State of New York.

(c) Notice of Meetings. The Company shall serve notice: (i) personally, or by mail, electronic transmission, facsimile or commercial overnight courier, a written notice thereof, addressed to each Manager at his or her address as it appears on the Company records, not less than ten (10) ten days before said annual or regularly scheduled meeting, and (ii) (A) by giving notice to such Managers in person or by telephone at least seven (7) days in advance of the special meeting, or (B) by sending an e-mail or facsimile, or delivering written notice by hand to each Manager at least seven (7) days in advance of the special meeting, and shall include a description of the purposes for which the meeting is called. Notice of meeting need not be given to any Manager who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her, or who is present at any meeting of the Managers.

(d) Action by Managers without a Meeting. Any action required or permitted to be taken at a Board of Managers' meeting may be taken without a meeting if the action is approved through the written consent of Managers necessary to approve a decision requiring a majority of the Board of Managers or a decision requiring a Super-majority Vote of the Board of Managers at a meeting of the Board of Managers.

(e) Miscellaneous. Any or all Managers may participate in any Managers' meeting by, or through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager so

participating is deemed to be present in person at the meeting. At all meetings of the Board of Managers, a Chairman chosen by the Board of Managers, shall preside.

6.3 Limitations. Unless authorized to do so by this Agreement or the Board of Managers, no Member shall have any authority to act for, or to undertake or assume, any obligation, debt, duty or responsibility on behalf of any other Member or the Company, or to bind any Member or the Company in any way, or to pledge its credit or to render it liable pecuniarily for any purpose.

6.4 Officers. The Board of Managers shall have the right to appoint such Officers and agents, as, when and with such titles and responsibilities as the Board of Managers deems proper.

6.5 Liability for Certain Acts. Each Manager and each Officer shall exercise his or her best business judgment in participating in the management of the Company's business, operations and affairs. Unless fraud, gross negligence, willful misconduct or a wrongful taking shall be proved by a non-appealable court order, judgment, decree or decision, each Manager and each Officer shall not be responsible, liable or obligated to the Members or the Company for any mistake of fact or judgment or for the doing of any act or the failure to do any act by the Board of Managers or any Officer, in conducting the Company's business, operations and affairs, which may cause or result in any loss or damage to the Company or the Members.

6.6 No Guaranty of Company Performance. The Board of Managers do not, in any way, guarantee the return of the Members' Capital Contributions, a profit for the Members from the Company's operations, or the increase of the Company's value.

6.7 Indemnification. The Company, its receiver, or its trustee shall indemnify, defend, and hold each present and former Manager, Officer and Member (and their respective heirs, representatives and successors) harmless from and against any expense, loss, damage, or liability incurred or connected with, or any claim, suit, demand, loss, judgment, liability, cost or expense (including reasonable attorneys' fees) arising from or related to the Company, or any act or omission of each Manager, Officer, or Member taken on behalf of the Company, and amounts paid in settlement of any of the foregoing, provided that the same were not the result of fraud, gross negligence, willful misconduct, or a wrongful taking on the part of the Manager, Officer, or Member against whom a claim is asserted. Such indemnification contemplated hereunder shall be made to the fullest extent permitted by the laws of the State of New York.

6.8 Insurance. The Company shall make best efforts to secure and maintain in force a policy of directors and officers insurance from a carrier licensed to do business in New York in such amounts as the Board of Managers deems appropriate from time to time.

6.9 Salaries. No Manager or Officer shall receive any salary or other compensation by reason of being a Manager or Officer without majority approval of the disinterested Members (other than by virtue of being a Member of the Company). The compensation of officers or agents shall be set by the Board of Managers and shall be consistent with the fair market value of the services to be rendered.

ARTICLE 7

MEMBERSHIP RIGHTS

7.1 Meetings of the Members. Regular meetings of the Members shall be held periodically for the purpose of transacting business that may come before the meeting.

7.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by two (2) or more of the Managers, or Members representing in the aggregate more than thirty three and one third (33.3%) percent of the Percentage Interests in the Company, unless otherwise prescribed by the Act.At such special meetings the Members may transact such business with the same force and effect as at an annual meeting duly called and held.

7.3 Place of Meeting. The Board of Managers shall designate any place in the Borough of Manhattan or County of Nassau, State of New York, as the place for any meeting of the Members. If no designation is made, the place of the meeting shall be the principal place of business of the Company in the State of New York.

7.4 Notice of Meetings. The Company shall serve notice: (i) personally, or by mail, electronic transmission, facsimile or commercial overnight courier, a written notice thereof, addressed to each Member at his or her address as it appears on the Company records, not less than thirty (30) ten days before said annual or regularly scheduled meeting, and (ii) (A) by giving notice to such Members in person or by telephone at least fifteen (15) days in advance of the special meeting, or (B) by sending an e-mail or facsimile, or delivering written notice by hand to each Member at least fifteen (15) days in advance of the special meeting, and shall include a description of the purposes for which the meeting is called. At any meeting at which all Members shall be present or of which all Members not present have waived notice in writing, the giving of notice as above required may be dispensed with.

7.5 Record Date. The record date for the purpose of determining the Members entitled to notice of a Members' meeting (not special), for demanding a meeting, for voting, or for taking any other action shall be the first (1st) day of the month that precedes the month during which the meeting is scheduled or to be held.

7.6 Action. The Members understand and agree that (i) the Board of Managers, solely, shall manage the Company and conduct the Company's Business and affairs, (ii) the Members in their capacities as Members have no right, authority or entitlement to participate in any decision-making regarding the Company or the conduct of the Company's Business and affairs, unless required by applicable law (and such law does not delegate its authority to the provisions of an operating agreement of the limited liability company) or expressly provided in this Agreement, (iii) in no respect shall the vote of the Members be required in any respect to approve, confirm or ratify any decision or conduct of the Board of Managers, unless required by applicable law (and such law does not delegate its authority to the provisions of an operating agreement of the limited liability company) or expressly provided in this Agreement, and (iv) to the extent that the vote of the Members is requested by the Board of Managers, the Board of Managers is not bound by or obligated to take any action approved or authorized by the Members. To the extent that the Board of Managers requests the vote of the Members, or if

required by this Agreement or applicable law (and such law does not delegate its authority to the provisions of an operating agreement of the limited liability company), each Member entitled to vote shall be entitled to one (1) vote for each Unit held by such Member. The Company shall have no formal quorum requirements for Member meetings, provided that a sufficient number of Members are present and are able to constitute a majority of all of the Members for those matters requiring a majority vote of the Units.The Board of Managers, acting on behalf of the Company, shall not authorize the Company to transact or conduct business (including, without limitation, a sale or other disposition of all or substantially all of the Company's assets, whether in one transaction or in a series of transactions) with any other Person, except on terms and conditions which generally are at least as fair and reasonable to the Company as those which would otherwise be available to it in an arm's length transaction.

7.7 Action by Members without a Meeting. Subject to the applicable laws of the State of New York, any action required or permitted to be taken at a Members' meeting may be taken without a meeting if the action is approved through the consent of Members owning amount of Percentage Interests in the Company required to approve such action at a meeting of the Members, and the written consents are filed with the minutes of proceedings of the Members. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

7.8 Proxies. Each Member entitled to vote at a meeting of the Members or to express consent or dissent in writing without a meeting may authorize another Person or Persons to act for it by proxy. Such proxy shall be filed with the secretary of the Company before or at the time of the meeting. No such proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.9 Miscellaneous. Any or all Members may participate in any Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

ARTICLE 8

TRANSFER OF A MEMBER'S INTEREST

8.1 Restrictions on Transfers.

(a) Generally.

(i) Except as otherwise provided herein, a Member shall not sell, transfer, assign or otherwise dispose of all or any part of his, her or its Interests to any Person. No Member shall sell, transfer, assign or otherwise dispose of all or any part of his, her or its Interests to any Person, unless the Company is satisfied that such sale, transfer, assignment or disposition complies with all applicable laws, including the New York Public Health Law, and federal and state securities laws, and, if required by law, is approved by the DOH. The Members recognize and acknowledge that the restraints imposed by this Agreement on the disposition of their Units are fair and reasonable in consideration of the necessity for the proper conduct and

continued viability of the Company and the relationship of the Members. Any attempted sale, transfer, assignment, or otherwise disposition in violation of this Agreement shall deemed to be void and of no effect. Except as contemplated by this **Article 8**, no additional Member may be admitted to the Company, unless otherwise agreed to by the Class A Members in writing.

(ii) As a condition to any transfer permitted under the provisions of this Agreement, (i) the transferee shall execute the Joinder to this Agreement in the form attached hereto as Exhibit B and any other subscription documents and agreements that the Board of Managers shall deem reasonably advisable, (ii) the transferee shall agree in writing to hold such Interests subject to all of the terms and provisions of this Agreement, and (iii) such transfer shall, in the reasonable discretion of the Company, comply with all applicable federal and state securities laws or qualify for an exemption therefrom.

(iii) Except in the event of a transfer described in Section 8.2(a), unless otherwise agreed to by the other Class A Members, upon a transfer by a Class A Member, such transferred Class A Units shall be deemed to be automatically converted into the same number of Class B Units.

(b) [redacted] agrees and acknowledges that in entering into this Agreement, Ventures is relying upon the unique expertise that [redacted], its Key Persons and Managers will bring to the transactions contemplated herein. [redacted] represents and warrants that the percentage ownership of [redacted] down to the individual level, is as set forth on Exhibit D attached hereto. In consideration thereof, and notwithstanding anything to the contrary set forth in this Agreement, transfer of [redacted] interest in the Company and transfers of direct or indirect interests in [redacted] shall be subject to the restrictions set forth herein.

(l) Until the date that is three years from the date of the Company's being designated a Registered Organization by DOH (the "**Start-Up Period**"), the following restrictions on transfers shall apply, unless otherwise consented to by Ventures in writing:

1) [redacted] shall maintain its interest in the Company, except to the extent partially diluted by mutual agreement of [redacted] and Ventures in connection with the capital raise described in Section 3.1(b)(ii); and

2) The Key Persons of [redacted] shall not effectuate any transfer or sale of their direct or indirect interests in [redacted] except in the case of death or Disability. If a Disability event arises, such Disabled individual or remaining Key Persons shall make best efforts to identify a qualified operator to assume his duties. In the case of the death of a Key Person, the remaining Key Persons and the estate representative of the deceased individual shall use best efforts to identify a qualified operator to assume his duties.

(II) Following the Start-Up Period, [redacted] and Key Persons shall be entitled to transfer their respective interests provided they comply with the provisions of **Section 8.3** hereof, but any transferee, including by operation of law, must be a reputable party with sufficient experience in operating a medical cannabis business, as approved by the Board.

This Section 8.1(b) shall not preclude transfers as that are in accordance with Section 8.2(a).

(c) [redacted] agrees and acknowledges that in entering into this Agreement, [redacted] is relying upon the unique expertise that [redacted] and its affiliates, including but not limited to [redacted], will bring to the transactions contemplated herein. [redacted] represents and warrants that the percentage ownership of [redacted] and parent company, down to the individual level, is as set forth on Exhibit D attached hereto. In consideration thereof, and notwithstanding anything to the contrary set forth in this Agreement, transfer of [redacted] interest in the Company and transfers of direct or indirect interests in [redacted] shall be subject to the restrictions set forth herein.

(I) Until the date that is three years from the date of the Company's being designated a Registered Organization by DOH (the "**Start-Up Period**"), the following restrictions on transfers shall apply, unless otherwise consented to by [redacted] in writing: [redacted] shall maintain its direct interest in the Company, and [redacted] shall maintain its indirect interest in the Company, except to the extent partially diluted by mutual agreement of [redacted] and [redacted] in connection with the capital raise described in Section 3.1(b)(ii).

(II) Following the Start-Up Period, [redacted] shall be entitled to transfer its respective interests provided it complies with the provisions of Section 8.3 hereof. Upon transfer by [redacted] of its interest in the Company, rights specific to [redacted] (as opposed to general rights of being a Member of the Company holding the applicable Percentage Interests held by the transferee) described herein shall be deemed forfeited, unless otherwise agreed to by remaining Class A Members.

This Section 8.1(c) shall not preclude transfers as that are in accordance with Section 8.2(a).

8.2 Permitted Transfers by Class A and Class B Members.

(a) Affiliate Transfers. Subject to Sections 8.1 and 8.5 herein, each Class A and Class B Member on the date hereof, shall have the right, from time to time, to sell, transfer, assign or otherwise dispose all or any portion of his, her or its Interests to any affiliate(s) of such transferring Class A or Class B Member (excluding other Members, which transfers shall be subject to **Section 8.3**) and/or to any immediate family member(s) or a family trust for the benefit of immediate family member(s) of such transferring Class A or Class B Member; provided, that, in each case, as a condition to such transfer, (a) the transferee executes the Joinder to this Agreement in the form attached hereto as Exhibit B and any other subscription documents and agreements that the Board of Managers shall deem reasonably advisable, (b) the transferee

agrees in writing to hold such Interests subject to all of the terms and provisions of this Agreement, and (c) the Company is satisfied that such transfer complies with all applicable federal and state securities laws or qualifies for an exemption therefrom. Notwithstanding the foregoing, no transferee of Class A Units may serve on the Board of Managers or designate Managers to the Board of Managers unless approved pursuant to a Super Majority vote of the Board of Managers, except that any transferee of the [redacted] Class A Membership Interests which is a controlled entity of [redacted] shall automatically succeed to the same rights as [redacted] including as to the designation of Managers. In those instances described above where the transferee or such transferee's designees are not permitted to serve on the Board of Managers, the Class A Member transferring his, her or its Units in accordance with this **Section 8.2(a)** shall continue to serve on the Board of Managers, and in furtherance thereof, shall automatically be deemed to be the designee for such purpose of any transferee(s) of his, her or its Class A Units. If any Class A Member transfers a portion of his, her, or its Class A Units pursuant to this **Section 8.2(a)**, for purposes of determining the number of Class A Members pursuant to **Section 8.3**, any Class A Units so transferred shall be deemed to be all held by the transferring Class A Member.

8.3 Rights of First Offer/Refusal.

(a) Class A Member Sale.

(I) In the event that a Class A Member (the "Selling Class A Member") should wish to sell all or a portion of his, her, or its Class A Units (a "Class A Member Sale"), the Selling Class A Member shall provide, to the other Class A Members, a written summary of the material terms and conditions of the prospective Class A Member Sale (a "Class A Member Sale Notice"). For thirty (30) days from the receipt of a Class A Member Sale Notice (the "Class A Member Sale Deadline"), the other Class A Members shall have the option to purchase a pro rata portion of Class A Units subject to the prospective Class A Member Sale, upon the terms and conditions set forth in the Class A Member Sale Notice. If, upon expiration of the foregoing thirty (30) day period, options to purchase have been exercised by the Class A Members with respect to some but not all of the Units subject to a Class A Member Sale, then the Company shall, immediately after the expiration such thirty (30) day period, send written notice (the "Company Undersubscription Notice") to those Class A Members who fully exercised their right pursuant to this **Section 8.3(a)(I)** (the "Exercising Members"). Each Exercising Member shall, subject to the provisions of this **Section 8.3(a)(I)**, have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Units subject to a Class A Member Sale on the terms and conditions set forth in the Class A Member Sale.To exercise such option, an Exercising Member must deliver notice to the Company within ten (10) days of receipt of the Company Undersubscription Notice. In the event there are two (2) or more such Exercising Members that choose to exercise the last-mentioned option for a total number of remaining Units subject to a Class A Member Sale in excess of the number available, the remaining Units available for purchase under this **Section 8.3(a)(I)** shall be allocated to such Exercising Member pro rata based on the number of Units such Exercising Members have

elected to purchase pursuant to the initial exercise of the right as set forth in his **Section 8.3(a)(I)** (without giving effect to any Units that any such Exercising Member has elected to purchase pursuant to the Company Undersubscription Notice). In the event that the Class A Members do not agree to purchase all of the Class A Units subject to the prospective Class A Member Sale, then the selling Class A Member may, within 180 days after the date of the Class A Member Sale Notice, sell the balance to a third party upon the terms set forth in the Class A Member Sale Notice, provided that the purchaser thereof meets all requirements of Section 8.1, as shall first be demonstrated to the reasonable satisfaction of the Board. In the event the Class A Member proposes to sell such interests on terms more favorable to such third party than those that were set forth in the Class A Member Sale Notice, the Class A Member shall be obligated to once again comply with the procedures set forth above and give the other Class A Members a right of first offer on such changed terms. The closing of any Class A Member Sale and the any other purchases by Class A Members contemplated hereunder, shall take place promptly following expiration of the foregoing periods of time, and upon the terms and conditions set forth in the Class A Member Sale Notice.

(II) Notwithstanding **Section 8.3(a)(I)**, if (after the Start-Up Period) Ventures should wish to effect a Class A Member Sale and [redacted] shall reasonably believe the participation of a health care-oriented Member in the Business is required by applicable law or otherwise useful or necessary for the operation of the Business, then (x) the "Class A Member Deadline" set forth in **Section 8.3(a)(I)** above shall be extended an additional sixty (60) days, and each reference in Section 8.3(a)(I) above to a "thirty (30) day period" shall be deemed to be a reference to a "ninety (90) day period;" and (z) the 180 day period set forth in Section 8.3(a)(I) above shall be extended to be a 190 day period.

(b) Class B Member Sale; Right of First Offer. Pursuant to a bona fide, arm's length offer from another Member or a Person unanimously approved by the Class A Members, such approval not to be unreasonably withheld (an "Approved Buyer"), each Class B Member shall have the right, from time to time, to sell all or a portion of his, her, or its, as applicable, Class B Units to another Member or an Approved Buyer (a "Class B Member Sale"). The selling Class B Member shall provide to the Class A Members, a written summary of the material terms and conditions of the prospective Class B Member Sale (a "Class B Member Sale Notice"). For thirty (30) days from the receipt of a Class B Member Sale Notice, the Class A Members shall have the option to purchase a pro rata portion of Class B Units subject to the prospective Class B Member Sale. If, upon expiration of the foregoing thirty (30) day period, options to purchase have been exercised by the Class A Members with respect to some but not all of the Units subject to a Class B Member Sale, then the Company shall, immediately after the expiration such thirty (30) day period, send written notice (the "Company Undersubscription Notice") to those Class A Members who fully exercised their right pursuant to this **Section 8.3(b)** (the "Exercising Members"). Each Exercising Member shall, subject to the provisions of this **Section 8.3**(b), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed Units subject to a Class B Member Sale on the terms and conditions set forth in the Class B Member Sale Notice.To exercise such option, an Exercising Member must deliver notice to the Company within ten (10) days of receipt of the Company

Undersubscription Notice. In the event there are two (2) or more such Exercising Members that choose to exercise the last-mentioned option for a total number of remaining Units subject to a Class B Member Sale in excess of the number available, the remaining Interests available for purchase under this **Section 8.3(b)** shall be allocated to such Exercising Member pro rata based on the number of Units such Exercising Members have elected to purchase pursuant to the initial exercise of the right pursuant to this **Section 8.3(b)** (without giving effect to any Units that any such Exercising Member has elected to purchase pursuant to the Company Undersubscription Notice). In the event that the Class A Members do not agree to purchase all of the Class B Units subject to the prospective Class B Member Sale, then the selling Class B Member may, within 180 days after the date of the Class B Member Sale Notice, sell the balance to the original prospective purchaser on the terms set forth in the Class B Member Sale Notice. In the event the Class B Member proposes to sell such interests on terms more favorable to the purchaser than those that were set forth in the Class B Member Sale Notice, the Class B Member shall be obligated to once again comply with the procedures set forth above and give the Class A Members a right of first offer on such changed terms. The closing of any Class B Member Sale and the any other purchases contemplated hereunder, shall take place promptly following expiration of the foregoing periods of time, and upon the terms and conditions set forth in the Class B Member Sale Notice.

8.4 Special Put Option. [redacted] shall have a right to put its entire interest in [redacted] to the Company upon any change in law, regulations or interpretations thereof which [redacted] reasonably concludes is likely to result in a breach of law, or loss of tax exemption status for [redacted] or any of its affiliates if [redacted] continues to own its Membership Interest (a "Tax Event"), and [redacted] shall provide the Board of Managers reasonable written evidence thereof within sixty (60) days of the enactment of legislation or change in law, regulations or interpretations thereof. Upon the exercise by [redacted] of its put option, [redacted] and [redacted] shall endeavor for thirty (30) days to agree upon a mutually acceptable purchase price for [redacted] interest in [redacted] In the event that the parties are unable to agree upon such purchase price within thirty (30) days, the parties consent to non-binding mediation to attempt to determine a mutually acceptable purchase price for [redacted] interest in [redacted] If such mediation does not result in a mutual agreement, the parties will submit to binding "baseball arbitration", in the manner described in Article 9 herein, to determine the purchase price (whereby each party shall exchange with the other and submit to an arbitrator its best offer, and the arbitrator shall be limited to selecting as the purchaser price only one or the other of the two offers submitted).

8.5 Terms and Conditions of Sale of Membership Interest; Closing Procedures. The closing of the purchase and sale of a Member's Interests pursuant to this **Article 8** (except to the extent the timing of closing is set forth elsewhere in this Agreement) shall take place at the Company's principal office, or at such other place as agreed to by the parties thereto, on a date established by the purchaser and seller in accordance with the applicable provision of this Article 8. With respect to **Section 8.4**, if the purchase price to be paid is: (i) less than $50,000.00, then the entire purchase price shall be paid at the closing for the sale of the [redacted] Interest at issue, or (ii) more than $50,000.00, then $50,000.00 shall be paid at the closing for the sale of [redacted] Interest at issue, with the remaining purchase price to be paid pursuant to a promissory note (a "Purchase Note") made by the remaining Members or the Company, at [redacted] option,

in successive equal monthly installments over a term of two (2) years with interest accruing thereon at a rate per annum equal to the Wall Street Journal prime rate.

8.6 Drag Along Right. In the event that all Class A Members (the "DA Exercising Members"), agree to sell all of their Interests pursuant to a bona fide, arm's length fair market offer from a non-Member purchaser pursuant to an arms' length, good faith negotiation, the Exercising Members shall have the right (the "Drag-Along Right"), exercisable solely in their discretion, to require the Class B Members to sell all (and not less than all) of their Interests to such purchaser, in the same transaction (regardless of the form of such transaction), at the same price, and on the same terms and conditions as those on which the DA Exercising Members propose to sell their Interests. Before exercising the Drag-Along Right, the DA Exercising Members shall provide at least twenty (20) days prior written notice to the Class B Members, and the other Class A Member(s). In the event that the DA Exercising Members exercise the Drag-Along Right, the Class B Members, and the other Class A Member(s) shall be required to make such representations, warranties and covenants (including indemnification) as are customary with respect to the sale transaction chosen. In addition, the Class B Members, and any Class A Members other than the DA Exercising Members, shall (i) execute and deliver all such agreements for the sale of such Interests and other agreements, instruments and certificates as the DA Exercising Members shall agree to execute and deliver in connection with such proposed transaction and on the same terms and conditions as provided in such agreements to be executed and delivered by the DA Exercising Members; and (ii) deliver certificates and/or other instruments representing the Interests being sold, together with appropriate powers therefore duly executed, free and clear of all liens.

8.7 Effect of Transfer.

(a) Effective Date. Any permitted transfer of all or any portion of a Member's Interest in the Company shall take effect on the date of transfer.

(b) Capital Account and Allocations. The Capital Account of the transferor shall become the Capital Account of the transferee, to the extent it relates to the portion of the Interest transferred, and the transferee of a Member shall be entitled to receive distributions and allocations from the Company with respect to such Interest only after the effective date of such transfer.

(c) Continuing Obligations. Nothing in this **Article 8** shall be construed to relieve any Member, or his successors, assigns, heirs or legal representatives, from the fulfillment of such Member's obligations to the Company, and all such obligations shall survive any occurrence which results in such Member ceasing to be a Member.

(d) Financial Adjustments. At the time of a transfer of a Member's Membership Interest or another Member is admitted, at any time other than at the end of a Company accounting period, the distributive shares (in respect of the Interest so transferred) of the various items of Company Profit, Loss, deduction, credit, allowance or tax preference, as computed for federal and state income tax purposes, shall be allocated between the transferor and transferee pursuant to a preliminary closing of the Company's books, unless otherwise agreed by

the transferor, transferee and the Board of Managers, that the allocation shall be based upon the ratio of the number of days in the taxable year before and after the transfer.

(e) Basis Adjustments. In the event of a transfer of a Membership Interest, the Company, upon the request of a transferee, will elect on behalf of the Company under Section 754 of the Code to cause the basis of the Company's property to be adjusted, for federal income tax purposes, in the manner provided in Section 734 or 743 of the Code.

ARTICLE 9

DETERMINATION OF VALUE OF A MEMBER'S INTEREST

9.1 Appointment of Appraiser. For all purposes the value of a Member's interests shall be determined by a good faith attempt by the prospective parties to engage in informal negotiation pursuant to this Section 9.1..

9.2 Baseball-Style Arbitration. In the event that the parties are unable to establish valuation via direct negotiations pursuant to Section 9.1 after a period of thirty (30) days (subject to final approval thereof by their respective governing boards), then the parties agree that such dispute shall be settled exclusively and finally by binding arbitration held in New York, New York, or a New York location mutually agreed to by the parties, in accordance with the American Arbitration Association ("AAA") rules. Any arbitration conducted pursuant to this Section 9.2 shall be heard by a single arbitrator who shall be reasonably acceptable to the parties and shall be determined by a so-called "Baseball Arbitration": (i) each party shall submit to the arbitrator and exchange with the other party in advance of the hearing, its proposed valuation; (ii) the parties will present evidence in support of the proposed valuation requested at a hearing before the arbitrator, including supplemental submissions, if requested; and (iii) the arbitrator shall be required to select the proposed valuation submitted by either of the parties which is closest to fair market value and shall not be permitted to modify such proposed valuation. The decision of the arbitrator shall be made in a written opinion setting forth the facts found by the arbitrator and discussing the applicable legal issues. Each party shall be responsible for its own fees and expenses of such arbitration; provided, however, that the arbitrator shall have the power to award fees and expenses to a party if the arbitrator determines that the other party has acted in a vexatious manner or not in good faith.

ARTICLE 10

RESTRICTIVE COVENANTS

10.1 Non-Competition. Without the prior written consent of all of the Class A Members and a majority of the Class B Members, during the term of this Agreement and for two (2) years after the Withdrawal of such Member (collectively, the "Restricted Period"), no Member shall, directly or indirectly, on his, her, or its own behalf or in conjunction with any Person of any kind (along with the Member, each a "Restricted Party," and collectively, the "Restricted Parties") (a) act as or be a shareholder, partner, member, owner, principal, officer, director, manager, employee, independent contractor, agent or consultant of, (b) possess a management or other financial interest in, or (c) operate, manage, direct, make a loan to, exert

control or authority over, any entity involved in the cultivation, processing or retail sale of cannabis within the Restricted Area.

10.2 Non-Solicitation. Without the prior written consent of all of the Class A Members and a majority of the Class B Members, during the Restricted Period, the Restricted Parties shall not:

(a) Solicit, divert, or induce any past, present or future Member, employee, agent or representative of the Company (i) to terminate his or her Interest, employment or service relationship with the Company, or (ii) to accept or take possession of any ownership or equity interest, financial interest or management, consulting, employment or service relationship with any Restricted Party;

(b) Induce or attempt to influence any customer, or any Person with a relationship with the Company to terminate or modify that relationship; or

(c) Solicit or interfere with, either directly or indirectly, any contractual arrangement of the Company.

10.3 Reasonableness of Restrictive Covenants. The Members expressly agree that in light of the nature of the activities in which the Company is engaged, the foregoing restrictions are fair and reasonable, in concept and scope, and are necessary to protect the legitimate interests of the Company and that any violation thereof would result in irreparable injury to the Company.

10.4 Enforcement; Remedies.

(a) The Members acknowledge that, in the event of a violation or threat of violation of any of these restrictions, the Company shall be entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief, which rights shall be cumulative and in addition to any other such rights or remedies to which the Company may be entitled at law or in equity. If a court of competent jurisdiction determines that the scope or extent of the above stated restrictions are unreasonable, then in that event the period of time shall be reduced and/or the geographic scope shall be limited by the court or by agreement of the Members, to such extent to allow for the broadest enforcement of the foregoing provisions so that the legitimate interests of the Company are adequately protected. The Member violating this **Article 10** shall pay all reasonable attorneys' fees incurred by the Company for Company's efforts to enforce the foregoing provisions.

(b) The payment of all purchase price amounts contemplated by **Article 8** of this Agreement are conditioned upon the Member's abiding by the covenants set forth in this **Article 10** (the "**Restrictive Covenants**"). Any breach of any kind or nature by a Member of the Restrictive Covenants as reasonably determined by a majority of the Board of Managers: (a) shall cause the obligation of the Company or the Members, whichever the case may be, to make any further payments hereunder null and void, and of no force or effect, (b) shall cause the Member to be liable and obligated to repay all purchase price amounts received under this Agreement from the Company or the Remaining Members, and (c) cause the Member to be liable for any and all damages, liabilities, costs and expenses incurred or suffered by the

Company or the Members as a result of the Member's violation of the restrictions set forth in this **Article 10**.

(c) The provisions of Section 10.1 shall apply for the applicable periods set forth above. If a Member violates the restrictive covenant and/or exclusivity provisions set forth in Section 10.1 and the Company (or any successor or assign of the Company) brings legal action for injunctive or other relief, such party shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of the such covenant, unless a court of competent jurisdiction holds that the covenant is not enforceable in whole or in part. Accordingly, for any time period that any Member is in violation of such covenants, such time period shall not be included in calculating the duration of the covenants indicated above.

(d) Each party agrees that the rights granted in this Section 10.1 may be assigned by the Company at its sole and absolute discretion. All of the provisions of Section 10.1 shall inure to any successors of the Company, all of which are specifically third-party beneficiaries of this Section 10.1 with full rights hereunder. In addition, the parties hereto agree that any assignee of the rights hereunder is an intended, direct third-party beneficiary of this Section 10.1 and may enforce such rights in its own name in addition to or in lieu of the Company.

(e) The Members also agree that the existence of any claim or cause of action by a Member against the Company or any other Member, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the restrictive covenant set forth herein, but must be litigated separately.

ARTICLE 11

ESCROW ARRANGEMENT FOR COLLATERAL

If a sale of Units is effectuated between any of the parties to this Agreement pursuant to this Agreement, and if any portion of the purchase price is payable after the closing, the Units being sold shall be held by the Company, as Escrow Agent, to ensure the timely payment of the purchase price for the Units pursuant to the terms and conditions of an escrow agreement mutually acceptable to the parties. In the event that any Units are held in escrow in accordance with this **Article 11**, the selling Member shall not have any voting authority with respect to such Units.

Upon performance of the Company's duties in accordance with the provisions hereof, the Company, as Escrow Agent shall be relieved and discharged of any and all liabilities hereunder. The Company, as Escrow Agent shall in no event have any liability for any act or omission to act except those which constitute willful misconduct and shall be indemnified and held harmless from and against any loss, liability and expense incurred without willful misconduct on the part of the Company, as Escrow Agent, arising out of or in connection with the acceptance by the Company, as Escrow Agent, of the duties under this **Article 11**, including the cost and expense of defending itself against any claim of liability hereunder.

ARTICLE 12

TERM OF THE COMPANY

The Company shall commence as of the date its Certificate of Organization is filed with the Department of State of New York, and shall continue indefinitely, until occurrence of any of the following events:

(a) The Super-majority Vote of the Board of Managers, and the mutual agreement in writing of the Class A Members on the date of such agreement to terminate;

(b) At such earlier time as may be required by applicable law;

(c) The sale, disposal, conveyance or distribution of all or substantially all of the assets in which the Company shall have an interest;

(d) Upon a failure of the Company to be designated as a Registered Organization;

(e) The entry of a decree of judicial dissolution in accordance with the Act; or

(f) Upon a failure of the Board of Trustees of the parent entity of [redacted] to approve [redacted] moving forward with the transaction contemplated by this Operating Agreement, provided that in such as case, if a license has been awarded, upon [redacted] request, [redacted] will reasonably cooperate with [redacted] in its efforts to preserve the license and assign such license to [redacted] or another suitable entity identified by [redacted]

ARTICLE 13

TERMINATION OF A MEMBER

Except as contemplated by the second to last sentence of Section 8.5, the occurrence of any event which would terminate a Member's interest as a Member in the Company shall not dissolve the Company and shall not require the consent of the remaining Members to continue the Company.

ARTICLE 14

FISCAL YEAR AND ACCOUNTING METHOD

For income tax purposes, the Company's fiscal year shall be as determined by the Board of Managers, and the Company's books shall be kept on the cash or accrual method of accounting as determined by the Board of Managers. Such method when so adopted shall be consistently followed by the Company, subject, however to the Company's right to change its method of accounting for income tax purposes as allowed by law.

ARTICLE 15

BOOKS AND RECORDS

The Board of Managers shall keep or cause to be kept complete and accurate books with respect to the Company's Business. The Company's books at all times shall be maintained at the Company's principal office. Each Member, Manager or his, her or its duly authorized representative shall have the right to examine the Company's books and records upon providing notice of three (3) business days to the Company.

The Company's books shall be closed at such intervals as the Board of Managers shall determine but not less frequently than annually as of the end of each calendar year by the Accountants. Such Accountants may be changed at any time and from time to time by the Board of Managers. Such Accountants shall prepare the federal and state income tax returns for the Company together with a report for each Member for federal income tax purposes indicating the portion attributable to each Member of the Company's Profits and Losses for such year. The Members shall each receive a copy of the filed income tax return within a reasonable period of time after the close of each fiscal year and promptly after its receipt by the Company and approval by the Board of Managers.

A Member or Manager of the Company shall be fully protected in relying in good faith upon the Company's records and upon such information, opinions, reports or statements presented to the Company by any of its other Managers, Members, officers, employees, or committees of the Company, or by any other Person, as to matters the Member or Manager reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

ARTICLE 16

RESIGNATION OF A MEMBER

Except as expressly provided herein (including, without limitation, Section 8.5), a Member may not resign from the Company prior to the dissolution and winding up of the Company.

ARTICLE 17

TAX MATTERS MEMBER

[redacted] is hereby appointed and authorized to perform all duties imposed by Section 6221 of the Code as "Tax Matters Member" of the Company. The Company shall indemnify, to the full extent permitted by law, the Tax Matters Member from and against any damages and losses (including reasonable attorney fees) arising out of or incurred in connection with any action taken or omitted to be taken by it in carrying out its responsibilities as Tax Matters

Member, provided such action taken or omitted to be taken does not constitute fraud, gross negligence or willful misconduct.

The Tax Matters Member shall be required to notify all Members (some of whom may not qualify as "notice partners" within the meaning of Section 6231(a)(8) of the Code) of the beginning and completion of an administrative proceeding at the Company level promptly upon such notice being received by the Tax Matters Member.

ARTICLE 18

LIMITATION ON LIABILITY

Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company; and no Member, Manager, employee or agent of the Company shall be obligated personally for any such debt, obligation or liability of the Company, or for any debt, obligation or liability of any other Member, Manager, employee or agent of the Company, by reason of being a Member, or acting as a Manager, employee or agent of the Company.

ARTICLE 19

AMENDMENT

The terms of this Agreement may be amended only by the vote or consent of all of the Class A Members; provided, that, any such amendment shall be in writing and executed by the Company and all of the Class A Members; and provided further, that, no amendment of this Agreement, and no waiver of any provision of this Agreement, which would have, directly or indirectly, a material adverse effect on the rights of the Class B Members shall be effective, in each case, without the prior written consent of a majority in interest of, as applicable, Class B Members. Notwithstanding the foregoing, the Members hereby agree to any amendment to this Agreement that (a) is reasonably necessary to correct a clerical error or scrivener's error, (b) is in the reasonable opinion of counsel to the Company, necessary for the Company and/or this Agreement to comply with all applicable laws, and the Company may implement and memorialize such reasonable amendment(s) to this Agreement, when approved by the Board of Managers (and without signature or approval of any Member), or (c) evidences the admission or withdrawal of Members.

ARTICLE 20

UNIT CERTIFICATES; LEGEND

All Units heretofore or hereafter issued by the Company shall be subject to the terms of this Agreement, and, to the extent that the Board of Managers issue certificates representing Units, all such Unit certificates shall be stamped with the following legend:

> THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND

SUCH SECURITIES MAY NOT BE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS.

THE UNITS EVIDENCED BY THIS CERTIFICATE OR ANY CERTIFICATE ISSUED IN EXCHANGE OR TRANSFER THEREFOR ARE AND WILL BE SUBJECT TO, AND WILL NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH AN OPERATING AGREEMENT DATED AS OF JUNE 18, 2014, AMONG THE COMPANY AND THE MEMBERS OF THE COMPANY, TOGETHER WITH ANY AMENDMENTS THERETO, A COPY OF WHICH OPERATING AGREEMENT IS ON FILE AND MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE.

This legend is intended to be and is notice to any and all Persons that may in the future seek to acquire any of the Units subject to this Agreement and any rights therein.

ARTICLE 21

ADMINISTRATIVE OBLIGATIONS OF PARTIES

The Company shall:

(a) Keep on file at its office and make available for inspection during business hours, to all Persons having rights under this Agreement, including, without limitation, each Member and his, her or its legal representative, a copy of this Agreement.

(b) Keep a record showing the outstanding Membership Units Certificates (if any) that bear the hereinbefore mentioned legend.

(c) Receive notices and undertakings and do each and every act that it may be reasonably requested to do, by any of the parties hereto in the performance of this Agreement or in effectuating any of the rights hereunder.

ARTICLE 22

INTELLECTUAL PROPERTY

In the event that the Company is designated as a RO by the DOH, [redacted] and [redacted] will form an additional entity [redacted]") to which [redacted] and [redacted] and [redacted] will each license all intellectual property and know-how ("IP") which each now or hereafter may own or control relating to cannabis or the operation of a cannabis business. The foregoing license shall be on a royalty free, exclusive, perpetual basis and otherwise containing customary terms. The ownership of [redacted] shall be in the following initial percentages: [redacted] – 95%; and [redacted] – 5%. [redacted] represents and warrants that it and/or [redacted] [redacted]") owns or controls all IP used by [redacted] or [redacted] and/or their respective affiliates relating to the operation of their business where currently conducted.

Pursuant to the terms of a mutually acceptable license agreement containing customary terms and conditions, [redacted] will license IP owned or controlled by [redacted] on an exclusive, sublicensable, perpetual and non-terminable, royalty-free basis to (1) [redacted] for use in Colorado and (2) [redacted] its use in connection with the operation of its business as an RO in the State of New York. The use of the IP for any other use shall be retained exclusively by [redacted] provided, that any license or sublicense of the IP owned or controlled by [redacted] to (A) [redacted] Affiliates shall be royalty bearing at the rate of four percent (4%) of net sales, or at fair market value in such lesser amount if mutually agreed by the Board, and (B) third parties shall be royalty bearing at fair market value, at a rate reasonably determined by [redacted]

ARTICLE 23

RESEARCH

23.1 Purpose. The parties intend to pursue further research into the clinical efficacy of cannabinoid products for treatment of various medical conditions (the "**Research Purpose**"). Further, Ventures will seek to obtain research funding from [redacted] for the Research Purpose.

23.2 Liaison. Upon formation of [redacted] will designate a liaison from The Feinstein Institute and/or from another research affiliate of NSLIJ (in any case, a "**Research Affiliate**") to attend board meetings of [redacted] at least quarterly to provide updates on possible projects for [redacted] to fund research.

23.3 Sponsored Research Agreements. Beginning with the first calendar year following the first calendar year that [redacted] has positive cash flow, [redacted] shall use commercially reasonable efforts to enter into mutually acceptable agreements ("**Sponsored Research Agreements**") with a Research Affiliate, pursuant to which the Research Affiliate will conduct sponsored research under mutually acceptable research protocols for the Research Purpose. On an annual basis, the Sponsored Research Agreements shall provide research support in an amount equal to up to five percent (5%) of [redacted] annual positive cash flow as measured at the end of any calendar year for the next calendar year's research. If net income for a calendar year exceeds $10,000,000, the parties shall negotiate in good faith an upwards revision of the foregoing research percentage for such year.

23.4 Research Results. Any intellectual property arising out of the Sponsored Research Agreements shall be licensed to [redacted] on economic terms to be agreed upon by [redacted] and the applicable Research Affiliate.

23.5 Raw Material. Consistent with applicable law (including, without limitation, rules and regulations of the Federal Food and Drug Administration), [redacted] will use commercially reasonable efforts to provide medical grade product to [redacted] with specific cannabinoid content levels based on specifications communicated by the Research Affiliate in the Sponsored Research Agreement.

ARTICLE 24

BRANDING

The cultivation facilities, dispensary locations, product packaging, etc. shall be branded as "[redacted]" and, in all events, all product packaging, etc. shall include the "[redacted] brand. If Ventures, at its sole option, elects to have branding include [redacted] then [redacted] shall, in its sole discretion, provide branding guidelines and assets (i.e., logos) in the appropriate formats and may require that a royalty-free license agreement in form reasonably acceptable to [redacted] and [redacted] be entered into with respect thereto.

ARTICLE 25

EXPENSES

Each party is responsible for its own legal, accounting, advisory and other fees and expenses in connection with the preparation, negotiation and execution of the Operating Agreement and any other ancillary agreements. Neither party will bill the other for providing personnel, and such other technical assistance and support, in the license application process.

ARTICLE 26

PUBLICITY

The timing and content of any announcement, press release or other public statements concerning the proposed [redacted] and related matters will occur upon, and be determined in advance by, mutual agreement and consent of [redacted] and [redacted]

ARTICLE 27

NO THIRD PARTIES

Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer any rights or remedies upon any person or entity other than parties hereto and their successors or assigns.

ARTICLE 28

SIGNAGE AND MARKETING MATERIALS

No signage, marketing or advertising materials shall use the [redacted] name (or the name of any affiliate thereof) unless approved by [redacted] and [redacted] in its sole discretion. At [redacted] sole option, [redacted] may require that signage and marketing materials using the entity name be followed by verbiage indicating its affiliation with [redacted] and if so permitted by [redacted] a royalty-free trademark and trade name license entered into with respect thereto. At [redacted] sole option, [redacted] may require that signage and marketing materials using the entity name include verbiage indicating its affiliation with [redacted] and if so permitted by [redacted] a royalty-free trademark and trade name license entered into with respect thereto.

All materials using the [redacted] name shall be subject to prior approval by [redacted] and all materials using the [redacted] name shall be subject to prior approval by [redacted]

ARTICLE 29

CONTRACTS WITH AFFILIATED PERSONS

The Company may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the Company, as the case may be, of goods, services or space with any Member, Manager, or Affiliated person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error. It is intended that the Company may enter into (a) an Administrative Services Agreement with [redacted] or an affiliate thereof on fair market terms, and (b) intellectual property licenses as described in Article 23, both of which shall be deemed to comply with the provisions of this Article 30.

ARTICLE 30

MISCELLANEOUS

30.1 Timing of Receipt of Notice. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given: (a) when personally delivered; (b) when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device; provided, however, that if receipt is acknowledged after normal business hours of the recipient, notice shall be deemed to have been given on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying "next day delivery"; or (d) three days after being sent by registered or certified mail, postage prepaid, return receipt requested. Any notice, demand or other communication given by a party in connection with this Agreement shall be sent: (a) if to the Company, at its principal business office, and (b) if to a Member at the address set forth on the books and records of the Company which address may be changed by notice forwarded to the Company, in accordance herewith.

30.2 Applicable Law. This Agreement shall be interpreted in accordance with, and the rights of the parties hereunder shall be determined by, the substantive laws of the State of New York (without regard to its conflicts of laws provisions).

30.3 Venue; Waiver of Trial by Jury; and Acceptance of Service of Process. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the courts of the State of New York in [redacted] County. By execution and delivery of this Agreement, each such party hereby (a) accepts the jurisdiction of the aforesaid courts; (b) WAIVES TRIAL BY JURY; (c) waives, to the fullest extent permitted by law, any objection which he, she, or it may now or hereafter have to the venue set forth above; and (d) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees

that service of process may be made on such party by mailing a copy of the summons to his, her, or its respective address.

30.4 Severability. If any provision of this Agreement shall be declared invalid, cause the Company not to be treated for income tax purposes as a partnership, then and in any of such events, such provision(s) shall be deemed to be invalid, and notwithstanding any such invalidity, the remaining provisions of this Agreement shall remain in full force and effect as if such invalid provisions(s) had not been a part hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as part of this Agreement, a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

30.5 Waiver. Each party's obligations under this Agreement are for the sole benefit the other parties and by such party(ies), in whole or in part, to the extent permitted by applicable law. Any consent or waiver executed in writing by a party shall be binding upon such party from and after the date of execution thereof unless a later or earlier date is specified therein. Any delay or failure to exercise any remedy or right under this Agreement (whether a default exists or not) shall not be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

30.6 Dispute Resolution. Except as otherwise provided herein, should any dispute between the parties arise under this Agreement, the parties shall endeavor to negotiate in good faith for a period of up to thirty (30) days in an attempt to settle the dispute. If the parties are unable to settle the dispute within such thirty (30) day period and do not agree in writing to extend such period, then either party shall be entitled to seek any and all available legal remedies.

30.7 Benefit. Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and to their respective heirs, executors, administrators and assigns; provided, however, that (a) none of the provisions of this Agreement shall be for the benefit of nor shall they be enforceable by any creditor of the Company or of any Member, and (b) any heir, executor, administrator and assign must comply with the requirements of **Article 8.**

30.8 Further Assurances. The parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may reasonably be necessary or appropriate to achieve the purposes set forth in this Agreement.

30.9 Construction. As used in this Agreement, the masculine gender shall include the feminine or neuter gender and the neuter gender shall include the masculine or feminine gender, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it shall be of no application and is expressly waived.

30.10 Execution; Counterparts. This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement. The signature by any Member on any one of the counterparts shall bind such Member to the terms hereof at such time as said Member delivers such executed counterpart to the Company. Such executions may be transmitted to the Company and/or the other Members by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, and such means of delivery will have the same effect as physical delivery of the paper document bearing the original signature.

30.11 Headings. All headings and captions in this Agreement are for convenience of reference only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

30.12 Entire Agreement. This Agreement (including the exhibits hereto) is the entire agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, memoranda, and other such communications, whether written or oral.

30.13 Assignment. Except as otherwise explicitly permitted herein (including, without limitation, pursuant to **Section 8.2(a)**), this Agreement may not be assigned, except with the prior written consent of the other party (or parties) to this Agreement. For the avoidance of doubt, any change of control (i.e., equity ownership of Fifty Percent (50%) or more and/or management control by contract or otherwise), directly or indirectly, of the ownership of any entity Member in any one transaction or a series of related transactions, or the sale, assignment, or acquisition of all, or substantially all, of the property of any Member, by merger, consolidation, purchase, or otherwise (a "Change of Control"), or any change of trustee of a trust Member, shall be deemed to be an assignment pursuant to this **Section 30.12**. If consent to assignment is not granted by the Company and if the Change of Control is not permitted under the provisions of Article 8, the Company shall have the right to cause the Company purchase the Interests of such Member for the value determined in accordance with **Article 9**.

30.14 Remedies for Breach; Indemnity. In the event that any party to this Agreement fails or refuses to comply with or breaches any of the provisions, terms, covenants or conditions of this Agreement, then the aggrieved party or parties shall be indemnified, defended and held harmless by the breaching or defaulting party and the aggrieved party shall recover all losses and damages suffered, and costs and expenses incurred, including reasonable attorneys' fees suffered or incurred by said aggrieved party or parties resulting from, relating to or incident to (a) a breach, misrepresentation, failure to perform or nonfulfillment by the breaching or defaulting party of the provisions, terms, covenants or conditions of this Agreement, and (b) any act or conduct by a Member that is not covered by insurance maintained by the Company, including, without limitation, sexual harassment or other form of illicit or illegal conduct. Regardless of and in addition to any right to damages the aggrieved party or parties may have, the aggrieved party or parties shall be entitled to immediate injunctive relief to restrain a violation or threatened violation of the provisions of this Agreement or to specifically enforce the provisions hereof. Except as otherwise provided herein, all rights and remedies set forth in this Agreement

shall be in addition to and not exclusive of any other rights or remedies now or hereafter existing at law or in equity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Members have caused this Operating Agreement to be executed as of the date first above written.

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

EXHIBIT A

CAPITAL CONTRIBUTIONS AND MEMBERSHIP UNITS

CLASS A MEMBERS

MEMBER	CONTRIBUTION	PERCENTAGE INTERESTS	MEMBERSHIP UNITS
[redacted]		50%	50
		50%	50

CLASS B MEMBERS

MEMBER	CONTRIBUTION	PERCENTAGE INTERESTS

EXHIBIT B

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

EXHIBIT C

DECISIONS REQUIRING A SUPER-MAJORITY VOTE OF THE BOARD OF MANAGERS

1. The Company's dissolution, liquidation, merger, consolidation, reorganization, bankruptcy, or recapitalization;

2. Sale, transfer or other disposition of all or substantially all of the Company's assets, whether in one transaction or in a series of transactions;

3. Borrowing, incurrence, assumption or guaranty of indebtedness of an amount exceeding $500,000.00, including, the execution on the Company's behalf of any and all loan agreements, indebtedness instruments, promissory notes, security instruments, financing statements, guarantees, and assurances, or any such other document or instruments executed in connection therewith;

4. Execution of any personal property leases, operating leases, or capital leases that separately (not collectively) obligate the Company on an annual basis for $1,000,000.00 or more;

5. Capital expenditure exceeding $500,000.00 per item;

6. Purchase of all or substantially all of the assets or the equity of another business or entity, whether in one transaction or in a series of transactions;

7. Establishment of another business line unrelated to the operation of the Business;

8. Purchase or lease of any real property;

9. Changing or permitting to be changed in any substantial way the accounting process and procedures employed in keeping the books of account or preparing financial statements or income tax returns of the Company;

10. Determination of an Involuntary Withdrawal Event as to any Member;

11. Hiring and firing of all professional employees and such other employees and agents that provide material services to the Company

12. Approval of strategic plan and annual operating budget.

13. Changes to the organization documents

14. Admission of new Member(s), but only where Board approval is required pursuant to Article 8.

15. Organization or dissolution of new legal entities controlled by SP NY

16. Transfer of SP NY interests to a third party, but only where Board approval is required pursuant to Article 8.

17. Until the expiration of the Start-Up Period, distribution of profits, other than for tax purposes.

EXHIBIT D

[Chart Showing Percentage Ownership of [redacted] down to Individual Level]

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: NORTH SHORE-LIJ GREEN VENTURES, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NASS

FILED:05/26/2015 DURATION:********* CASH#:150526000854 FILM #:150526000824
DOS ID:4764174

FILER: EXIST DATE

NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM
145 COMMUNITY DRIVE
GREAT NECK, NY 11021 05/26/2015

ADDRESS FOR PROCESS:

THE LLC
ATTN.: GENERAL COUNSEL 145 COMMUNITY DRIVE
GREAT NECK, NY 11021

REGISTERED AGENT:

STATE OF NEW YORK ☆ DEPARTMENT OF STATE ☆ EXCELSIOR

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: C T CORPORATION SYSTEM - 07 SERVICE CODE: 07 *

FEES	235.00	PAYMENTS	235.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	235.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 27, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

CT-07

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ARTICLES OF ORGANIZATION

OF

NORTH SHORE-LIJ GREEN VENTURES, LLC

Under Section 203 of the
Limited Liability Company Law

THE UNDERSIGNED, desiring to form a Limited Liability Company under and pursuant to the laws of the State of New York, does hereby certify:

FIRST: The name of the Limited Liability Company is North Shore-LIJ Green Ventures, LLC (the "Company").

SECOND: The office of the Company shall be in the County of Nassau within the State of New York.

THIRD: The Company shall continue to exist until dissolved or terminated as provided in the Operating Agreement of the Company.

FOURTH: The Secretary of State of the State of New York is designated as the agent of the Company upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any such process served upon him is to the Company, 145 Community Drive, Great Neck, New York 11021, Attn.: General Counsel.

FIFTH: The purpose of the Company shall be to pursue any lawful business purpose or purposes, except to do any business for which another statute of the State of New York or any other applicable jurisdiction specifically requires some other business entity or natural person to be formed or used for such business.

(Signature Page to Follow)

IN WITNESS WHEREOF, the undersigned has hereunto executed these Articles of Organization for the Limited Liability Company on the 26 day of May, 2015 and affirms that the statements herein are true under the penalties of perjury.

Laurence A. Kraemer
Organizer

CT-07

824

ARTICLES OF ORGANIZATION

OF

NORTH SHORE-LIJ GREEN VENTURES, LLC

UNDER SECTION 203 OF THE LIMITED LIABILITY COMPANY LAW

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 26 2015
TAX $
BY: MBA

FILED
2015 MAY 26 PM 3:37

FILED BY:

NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM
145 COMMUNITY DRIVE
GREAT NECK, NEW YORK 11021

RECEIVED
2015 MAY 26 PM 12:09

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Cust Ref 9562075CAS

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OPERATING AGREEMENT

OF

NORTH SHORE-LIJ GREEN VENTURES, LLC

This **OPERATING AGREEMENT** (this "**Agreement**") dated as of the 26th day of May, 2015 of NORTH SHORE-LIJ GREEN VENTURES, LLC, a New York limited liability company (the "**Company**"), with offices at 145 Community Drive, Great Neck, New York 11021, by its sole member, North Shore Health System Enterprises, Inc. ("**Enterprises**").

W I T N E S S E T H:

WHEREAS, the Member caused a limited liability company to be formed under the laws of the State of New York under the name of North Shore-LIJ Green Ventures, LLC on May 26, 2015; and

WHEREAS, the Member desires to set forth respective rights and obligations pursuant to and in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, the party hereto hereby covenants and agrees as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms and phrases shall have the meanings indicated:

"**Act**" shall mean the New York Limited Liability Company Law, as amended from time to time.

"**Agreement**" shall mean this Operating Agreement.

"**Articles of Organization**" shall mean the Company's Articles of Organization as filed with the Secretary of State of the State of New York on May 26, 2015.

"**Business Day**" shall mean a day other than a Saturday, Sunday or any day on which banking institutions in New York are required or authorized to close.

"**Capital Account**" of a Member means the account maintained in accordance with Article IX hereof.

"**Capital Contributions**" shall mean the amounts contributed by the Member pursuant to the provisions of Section 4.2 hereof.

"**Capital Proceeds**" shall mean the net cash proceeds to the Company, after retirement of applicable debt and expenses and the creation of reasonable reserves, which proceeds have been

realized from the sale or other disposition of all or a substantial portion of the Company's assets or business, other than the sale of assets in the ordinary course of business, in a single transaction or series of related transactions.

"**Cash Flow**" shall mean all cash funds derived from operations of the Company without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by a Supermajority in Interest of the Members.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding Federal tax statute enacted after the date hereof, together with Treasury Regulations promulgated thereunder. A reference to a specific section [§] of the Code refers not only to that section but also to any corresponding provision of any Federal tax statute enacted after the date hereof, as that section or provision is in effect as of the date the provisions of this Agreement containing such reference are applied.

"**Company**" shall mean the limited liability company created pursuant to the filing of the Articles of Organization in the office of the Secretary of State of the State of New York and known as "North Shore-LIJ Green Ventures, LLC" and which is continued under and pursuant to the Act and this Agreement.

"**Fiscal Year**" shall mean the calendar year.

"**Gain(s)**" **or** "**Loss(es)**" shall mean for each Fiscal Year the gain(s) or loss(es) recognized by the Company for purposes of maintaining the Capital Accounts of the Company (computed in accordance with Federal income tax principles except that the gain on assets contributed to the Company or revalued by the Company pursuant to the Treasury Regulations promulgated under Section 704(b) of the Code shall be computed based on the value at which such assets were recorded on the books of the Company as reduced by depreciation computed based on such value) upon the sale or disposition of any property of the Company other than the sale or other disposition of (1) inventory assets in the ordinary course of business, and (2) furniture, fixtures or equipment disposed of as part of the normal replacement of such items.

"**IRS**" shall mean the Internal Revenue Service.

"**Member**" **or** "**Members**" shall mean Enterprises, its successors and assigns.

"**Membership Interest**" when used with respect to any Member, shall mean that percentage of the total interest in the Company owned by such Member (which is set forth opposite the name of such Member on **Schedule A** annexed hereto).

"**Net Profits**" **or** "**Net Losses**" shall mean, for any period, the net profits (other than Gains) or net losses (other than Losses) of the Company during such period for purposes of maintaining the Capital Accounts of the Company computed in accordance with Federal income tax principles except that depreciation with respect to assets contributed to the Company or revalued by the Company pursuant to the Treasury Regulations promulgated under Section

704(b) of the Code shall be computed based on the value at which such assets were recorded on the books of the Company.

"**Person**" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

"**Percentage Interest**" of a Member means, at any particular time, a ratio, expressed as a percentage, which is the ratio that the Membership Interest of such Member bears to the total Membership Interest of all the Members.

"**Pro Rata Share**" of a Member means the Percentage Interest of such Member.

"**Treasury Regulations**" means the income tax regulations, including temporary regulations, promulgated under the Code, as amended (and including corresponding provisions of successor regulations).

"**Transfer**" means any sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest or other disposition or encumbrance of all or any portion of a Membership Interest other than a pledge of Membership Interests to secure and debts or obligations of the Company.

ARTICLE II
FORMATION

Section 2.1 Name. The name of the Company is North Shore-LIJ Green Ventures, LLC, a limited liability company formed under the Act. The business of the Company may be conducted upon compliance with all applicable laws under any other name designated by the Member.

Section 2.2 Term. The Company was formed on May 26, 2015 as a limited liability company under the laws of the State of New York and, to that end, has filed Articles of Organization with the Secretary of State of the State of New York. The Company shall continue in existence until dissolved or wound up pursuant to the Act or any provisions of this Agreement.

Section 2.3 Registered Agent. The Company's registered agent for service shall be the Secretary of State of the State of New York. The post office address to which the Secretary of State of the State of New York shall mail a copy of any process against the Company served upon said Secretary shall be the address set forth in the Articles of Organization.

Section 2.4 Place of Business. The Company's principal office shall be located at 145 Community Drive, Great Neck, New York or such other place as the Board may from time to time determine.

Section 2.5 Issuance of Certificates. The Company will not issue any certificates representing the Membership Interest of a Member in the Company but will, at the written request of a Member, provide a certified statement of the Member's Membership Interest in the Company as of the date the statement is provided.

ARTICLE III
POWERS AND PURPOSES

Section 3.1 Purposes. The purpose of the Company shall be to pursue any lawful business purpose or purposes, except to do any business for which another statute of the State of New York or any other applicable jurisdiction specifically requires some other business entity or natural person to be formed or used for such business (the "**Business**").

Section 3.2 Powers. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes set forth in Section 3.1 hereof, including the power to conduct its business, carry on its operations and have and exercise the power granted to a limited liability company by the Act that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company.

Section 3.3 Title to Properties. The Company's interest in the Business and its assets and properties shall be held in the name of the Company and not any individual Member.

ARTICLE IV
MEMBERSHIP; CAPITAL CONTRIBUTIONS

Section 4.1 Member. The Member has a Membership Interest in the Company as set forth opposite its name on said **Schedule A**. The Member hereby agrees that a Membership Interest in the Company shall for all intents and purposes be classified as personal property. A Member has no interest in specific Company property. The Members shall act by either vote of a majority of the Membership Interest at a meeting or by unanimous written consent.

Section 4.2 Capital Contributions. No Member shall be required to make any Capital Contributions.

Section 4.3 No Priority. Except as otherwise specifically set forth herein, no Member shall have the right to demand or receive property other than cash in return of a capital contribution or as to distribution of income.

Section 4.4 Withdrawal from the Company; Partition. The Company shall have no obligation to purchase any Membership Interest held by a Member. Except as otherwise expressly provided in this Agreement, no Member may partially or completely Transfer its Membership Interest, withdraw, or resign from the Company.

Section 4.5 Other Business Ventures. The Member, and any affiliate of any Member, may engage in or possess an interest in any other business venture, of every nature and description, independently or with others, whether or not competitive with the business of the Company, and neither the Company nor any future Members shall have any rights by virtues of this Agreement in or to such other ventures or the income derived therefrom.

ARTICLE V
MANAGEMENT; RIGHTS AND DUTIES OF THE MANAGER

Section 5.1 Management of the Company. The day-to-day operation and management of the Company's business shall be conducted by a Board of Managers (the "**Board**") appointed by the Member, except that (a) any single transaction (or series of related transactions) with a dollar value in excess of $100,000 shall require the vote or consent of the Member, and (b) those matters requiring vote by the members under the Act shall be reserved to the Member. At the option of the Board, the Board may delegate such of its duties as the Board may determine to one or more officers appointed by the Board.

Section 5.2 Compensation. No Manager or officer shall be entitled to any compensation from the Company for the performance of management duties under this Agreement.

Section 5.3 Tax Matters Member. Enterprises is designated the "tax matters partner" of the Company, as that term is used in Section 6231(a)(7) of the Code. Enterprises, acting as the "tax matters partner," may enter into an agreement, with the IRS with respect to the tax treatment of any Company income, gain, loss, deduction, or credit and, to the extent permitted under the Code, may expressly agree that such agreement shall bind the other Members. In addition to all other powers given under Section 6231(a)(7) of the Code, Enterprises shall have all other powers needed to perform fully hereunder, including the power to retain all attorneys and accountants and the right to manage administrative tax proceedings conducted at the Company level by the IRS with respect to Company matters. Expenses of such administrative proceedings undertaken by the "tax matters partner" shall be paid for out of the Company's assets.

Section 5.4 No Exclusive Duty to Company. The Member, the Board and any officers shall not be required to devote full working time to the Company. The Member, the Board and any officers shall not be obligated to present to the Company other investment opportunities which come to its attention, even if such opportunities might be suitable for investment by the Company.

ARTICLE VI
MEETINGS; AMENDMENTS

Section 6.1 Meetings. A Meeting may be called by the Member, but the Company is not required to hold any annual meeting. Meetings of the Board may be called from time to time by one or more of the Managers upon reasonable notice to the other Managers. Actions to be taken by the Board shall be approved by a majority of the Managers. The Board may take action without a meeting provided consent to such action is signed by all of the Managers. Any one or more Managers may participate in a meeting of the Board by means of conference telephone or similar communications, and such communication shall constitute presence at the meeting. Notice of a meeting need not be given to any Manager who submits a waiver of notice, either before or after, or who attends the meeting without protesting a lack of notice.

Section 6.2 Amendments. Any amendment to this Agreement shall require the prior written consent of the Member.

ARTICLE VII
OFFICERS

Section 7.1 Officers Enumerated. At the option of the Board, the Company may have one or more officers, which may include a President, one or more Senior Vice Presidents and/or Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may in its discretion elect. Any two or more offices may be held by the same person.

Section 7.2 Election and Term of Office. All officers shall be elected by the Board by unanimous written consent or at its first meeting held after the annual election of the Managers. The officers need not be Managers. Unless elected for a lesser term, and subject always to the right of the Board to remove an officer with or without cause, each officer shall hold office for one year and until such officer's successor has been elected and qualified. Notwithstanding the foregoing, the initial officers shall be appointed by the Member by written consent.

Section 7.3 President. The President, subject to the determinations of the Board, shall have general control and management of the business, property and affairs of the Company. The President shall preside at all meetings of Members and, if he is a Manager, of the Board. In the absence or incapacity of any other officer of the Company, the President shall have the authority and may perform the duties of that officer.

Section 7.4 Senior Vice Presidents and Vice Presidents. Each Senior Vice President and Vice President, if any, shall, in the absence or incapacity of the President and in order of seniority as determined by the Board, have the authority and perform the duties of the President. Each Senior Vice President and each Vice President, if any, shall have such other authority and perform such other duties as the Board may prescribe.

Section 7.5 Secretary. The Secretary (a) shall attend all meetings of the Board and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, (b) shall perform like duties for committees of the Board when required, (c) shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board, and (d) shall have such other authority and perform such other duties as usually pertain to the office or as may be prescribed by the Board.

Section 7.6 Treasurer. The Treasurer (a) shall have the care and custody of all the moneys and securities of the Company, (b) shall keep, or cause to be kept, complete and accurate books of account of all moneys received and paid on account of the Company, (c) shall sign instruments as require the Treasurer's signature, and (d) shall have such other authority and perform such other duties as usually pertain to the office or as the Board may prescribe.

ARTICLE VIII
EXPENSES

Section 8.1 Expenses. The Company shall pay all of the Company's expenses (which expenses shall be billed directly to the Company or reimbursed to the Member) which may include (i) all costs of personnel employed by the Company and involved in the business of, or who perform services for, the Company, (ii) all costs of borrowed money and taxes applicable to the Company, (iii) all costs for goods and materials, whether purchased by the Company directly or by the Member on behalf of the Company, (iv) legal, audit, accounting and other fees, (v) expenses of revising, amending, converting, modifying or terminating the Company, (vi) expenses in connection with distributions made by the Company to the Member, and communications and bookkeeping and clerical work necessary in maintaining relations with the Member, (vii) costs incurred in connection with any litigation in which the Company is involved, as well as in the examination, investigation or other proceedings conducted by any regulatory agency of the Company, including legal and accounting fees incurred in connection therewith, (viii) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Company, and costs of any computer services or equipment or services of personnel used for or by the Company, and (ix) fees and expenses of professionals employed by the Company in connection with any of the foregoing, including attorneys, consultants, accountants and appraisers.

ARTICLE IX
CAPITAL ACCOUNTS

Section 9.1 Capital Account. A separate Capital Account shall be maintained for each Member. For purposes hereof, a "Capital Account" shall mean, with respect to any Member, the capital account determined and maintained for such Member in accordance with the rules of Treasury Regulations.

In the event all or any part of any Member's Membership Interest is transferred, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

The foregoing provisions and the other provisions of this Agreement relating to the determination and maintenance of Capital Accounts are intended to comply with Treasury Regulation § 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulation. In the event the Member shall determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases thereto, are determined and maintained in order to comply with such regulation, the Member may make such modification.

ARTICLE X
NET PROFITS, NET LOSSES, GAINS AND LOSSES

Section 10.1 Disregarded Entity. During the period of time that the Member is the sole Member, the Company shall be treated as a disregarded Entity for tax purposes and for the allocation of net profits, net losses, gains and losses. In the event that there is more than one Member, then the provisions of Section 10.2 through Section 10.5 shall apply.

Section 10.2 Allocation of Net Profits and Net Losses. For the purpose of maintaining the Capital Accounts of the Company, all Net Profits for each fiscal year shall be allocated among the Members in proportion to their respective Membership Interests. Net Losses for each fiscal year shall be allocated among the Members in proportion to their respective Membership Interests; provided, however, that if and when any, but not all, of the Members have positive Capital Account balances, Net Losses shall be allocated to such Members in proportion to such positive balances up to an amount necessary to reduce such balances to zero and then among all Members in proportion to their respective Membership Interests.

Section 10.3 Allocation of Gains and Losses. Any Gains resulting in a fiscal year of the Company shall be allocated at the end of such year to the Members for purposes of maintaining the Members' Capital Accounts (and as adjusted pursuant to Section 10.5 hereof, for income tax purposes) (i) first, to all Members having negative Capital Account balances in proportion to such negative balances up to an amount necessary to eliminate such negative balances, and (ii) then to the Members in accordance with their respective Membership Interests; provided, however, that if the Members' positive Capital Account balances, if any, are not in the ratio of the Members' Membership Interests, Gain shall first be allocated to bring the Members' respective positive Capital Account balances into such ratio and then in accordance with their respective Membership Interests. Any Losses resulting in a fiscal year shall be allocated at the end of such year to the Members for purposes of maintaining the Members' Capital Accounts (and as adjusted pursuant to Section 10.5 hereof, for income tax purposes) in the same manner as Net Losses are allocated pursuant to Section 10.2 hereof.

Section 10.4 Special Allocations. Notwithstanding Section 10.2 hereof, appropriate adjustments shall be made to the allocations to the extent required to comply with the "qualified income offset", "minimum gain chargeback", "partner nonrecourse debt minimum gain chargeback", "nonrecourse deductions" (which shall be allocated among the Members in proportion to their Membership Interests) and "partner nonrecourse deductions" rules of the Treasury Regulations promulgated pursuant to Section 704(b) of the Code. To the extent permitted by such Treasury Regulations, the allocations in such year and subsequent years shall be further adjusted so that the cumulative effect of all the allocations shall be the same as if all such allocations were made pursuant to the allocation provisions hereof without regard to this Section 10.4.

Section 10.5 Tax Allocations. Net Profits, Net Losses, Gains And Losses for income tax purposes shall be allocated in the same manner as Net Profits, Net Losses, Gains and Losses are allocated for purposes of maintaining the Members' Capital Account balances hereunder, except that appropriate adjustments shall be made to take account of the difference between the amount at which the assets are reflected on the Company's books and the adjusted basis of such assets for income tax purposes under the principles of Section 704(c) of the Code and the Treasury Regulations thereunder, as further explained in the Treasury Regulations promulgated under Section 704(b) of the Code.

ARTICLE XI
CASH DISTRIBUTIONS

Section 11.1 Interest. The Member shall not be entitled to interest on its Capital Contribution, or to withdraw any part of its Capital Account, or to receive any distribution from the Company, except as specifically provided in this Agreement or by law.

Section 11.2 Time of Distributions. All distributions of Cash Flow and Capital Proceeds shall be made at such time and with respect to such periods as the Member may determine.

Section 11.3 Distribution of Cash Flow and Capital Proceeds. All Cash Flow and Capital Proceeds received by the Company shall be applied or distributed to the Member. In the event that there is more than one Member, then all Cash Flow and Capital Proceeds received by the Company shall be applied or distributed pro rata in accordance with their respective Membership Interests.

ARTICLE XII
TERMINATION AND DISSOLUTION

Section 12.1 Termination of the Company. The Company shall be terminated and dissolved and its affairs wound up upon:

(a) The Member shall make a determination that the Company should be dissolved; or

(b) The sale or other disposition by the Company of all or substantially all of its assets unless the Company as part of the consideration for any such sale or other disposition acquired a security interest or a lien on all or substantially all of such assets, in which case the Company shall be dissolved following the sale by it of its entire interest in such security interest or lien or receipt in full of payment thereof; or

(c) When required by applicable law.

The Company shall not terminate the Member solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of a Member of the Company or a substantial part of such Member's property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action.

Section 12.2 Liquidation Distributions. The net cash proceeds of a dissolution and liquidation of the Company shall be applied as follows:

(a) First, to payment of the Company's debts and liabilities to creditors and the expenses of liquidation;

(b) Then, of the balance, to the setting up of such reserves as the Person responsible for the winding-up of the Company's affairs, pursuant to Section 12.4 hereof, may reasonably

deem necessary for any contingent liabilities of the Company, to be held by such Person for such period he shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided;

(c) Then, of the balance, to payment of the Company debts and liabilities to the Member; and

(d) Then, the balance, if any, to the Member.

Section 12.3 Liquidation of Assets and Application of Proceeds. Upon the dissolution of the Company, the Person responsible for the winding-up of the Company's affairs, shall liquidate and reduce to cash the Company's assets as promptly as is consistent with obtaining the fair value thereof and apply and distribute the proceeds of such liquidation in accordance with the provisions of Section 12.2 hereof. In connection with any such winding-up and liquidation, the Company's accountants shall audit the Company's balance sheet as of the date of dissolution and such balance sheet shall promptly be furnished to the Member.

Section 12.4 Dissolution and Winding-up. Upon dissolution, the Member shall look solely to the assets of the Company for the return of cash investment.

Section 12.5 Continuing Governance. In the event of dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of this Agreement during the winding-up of the Company's business and affairs.

ARTICLE XIII
INDEMNIFICATION

Section 13.1 Third Party Actions. The Company shall indemnify any Member, Manager, or officer, including the Tax Matters Partner, who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he is or was a Member, Manager, officer, agent, or employee of the Company, against any and all expenses (including reasonable attorneys' fees and disbursements), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him, her or it in connection with such action, suit or proceeding, if he acted in good faith and in a manner which he reasonably believed to be in, or at least not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or at least not opposed to, the best interests of the Company. The Company's indemnification obligations hereunder shall survive the termination of the Company.

Section 13.2 Advances of Expenses. Expenses of each person indemnified hereunder, which were incurred in defending against a civil, criminal, administrative or investigative action,

suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, if authorized by the Member following receipt of a written promise by or on behalf of such indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company.

Section 13.3 Nonexclusivity. The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law.

ARTICLE XIV
BANK ACCOUNTS, BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 14.1 Bank Accounts. All funds of the Company shall be deposited in such checking accounts, savings accounts, time deposits, or certificates of deposit in the Company's name or shall be invested in the Company's name, in such manner as shall be designated by the Board from time to time. Company funds shall not be commingled with those of any other Person. Company funds shall be used by the Board only for the business of the Company and for distribution to the Member in accordance with this Agreement.

Section 14.2 Availability of Books and Records. At all times during the Company's existence, the Board shall keep or cause to be kept full and true books of account in accordance with the accounting method followed by the Company for Federal income tax purposes, which shall be on the accrual basis, and otherwise in accordance with tax accounting principles, which shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. Such books of account, together with a copy of this Agreement and any amendments thereto, shall at all times be maintained at the principal place of business of the Company. The Member or its duly authorized representative shall have the right at any time to inspect and copy from such books and documents and other books, records and property of the Company during normal business hours upon reasonable notice.

Section 14.3 Taxable Year. The Company's taxable year and fiscal year shall be the calendar year.

ARTICLE XV
MISCELLANEOUS

Section 15.1 Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered given when received by the respective parties. Such notice shall be sent by facsimile transmission or mailed by certified mail, return receipt requested, or nationally recognized overnight courier, to the respective parties at the following addresses as set forth in **Schedule A** attached hereto (or at such other address as any party may request in writing). The same shall be deemed given or made if delivered personally or by facsimile or nationally recognized overnight courier (with receipt acknowledged), on the date of delivery, or if mailed by certified mail, postage prepaid (return receipt requested) and separately addressed, five (5) days after deposit in the U.S. mails, to the intended recipient at the address specified in accordance with this Agreement. Any notice delivered personally or by facsimile shall be

followed on the same day by written notice sent via certified mail, return receipt requested, or nationally recognized overnight courier delivery service.

Section 15.2 Person and Gender. The masculine gender shall include the feminine and neuter genders; the singular shall include the plural.

Section 15.3 Complete Agreement. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner without the consent of the Member. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Section 15.4 Specific Performance. The Company and the Member acknowledge and agree that in the event of any actual or prospective breach or default by any party, the non-breaching parties would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that the Company and the Member waive the defense in any such action for specific performance that a remedy at law would be adequate and that the Member, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance.

Section 15.5 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Section 15.6 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

Section 15.7 Governing Law. Irrespective of its place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in the State of New York and the Act as now in effect or as may hereafter be amended shall govern the limited liability company aspects of this Agreement.

Section 15.8 Headings. The article titles in this Agreement are solely for convenience of reference and shall not affect its interpretation.

Section 15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

*

[Signature page follows.]

IN WITNESS WHEREOF, the Member hereto has executed this Agreement on the date first above written.

MEMBER:

NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

By: _____

Robert S. Shapiro
Executive Vice President and Chief Financial Officer

SCHEDULE A

Members

Name and Address	Membership Interest
NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC. 150 Community Drive Great Neck, New York 11021	100%
Total:	**100%**

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 13, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CERTIFICATE OF INCORPORATION
OF
NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

UNDER SECTION 402 OF
THE BUSINESS CORPORATION LAW

THE UNDERSIGNED, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York, does hereby certify:

FIRST. The name of the corporation shall be **NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.** (hereinafter the "Corporation").

SECOND. The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be formed under the laws of the State of New York provided that the Corporation is not formed to engage in any act or activity requiring the approval of any state department, official, board, agency or other body.

THIRD. The county within the State of New York in which the office of the Corporation is to be located is the County of Nassau.

FOURTH. The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares all of which are to be without par value. All such shares are of one class and are designated as Common Shares.

FIFTH. The Secretary of State of the State of New York is hereby designated as the agent for the Corporation upon whom any process against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation served upon him is North Shore Health System, 150 Community Drive, Great Neck, New York, 11021, Attention: Legal Affairs Department.

SIXTH. The undersigned incorporator is a natural person of the age of eighteen (18) years or older.

(1)

IN WITNESS WHEREOF, this certificate has been executed the 15th day of March, 1996 and I affirm the statements contained herein are true under the penalty of perjury.

Sole Incorporator
Eric P. Meyerowitz, Esq.
Winston & Strawn
200 Park Avenue
New York, N.Y. 10166

960319000411

Nassau

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 19 1996
TAX $ 50.00
BY: [illegible]

Acct's

INDEX NO

YEAR 19

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

Under Section 402 of the
Business Corporation Law

WINSTON & STRAWN

Attorneys for

Office and Post Office Address, Telephone

200 PARK AVENUE

NEW YORK, NY 10166-4193

(212) 294-6700

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NORTH SHORE HEALTH SYSTEM ENTERPRISES, INC.

BY-LAWS

As amended through May 21, 2015

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TABLE OF CONTENTS

Article I	Name	1
Article II	Shareholder	2
Article III	Board of Directors	3
Article IV	Meetings of the Board of Directors	5
Article V	Corporate Officers	7
Article VI	Committees	10
Article VII	Funds and Property	12
Article VIII	Indemnification	13
Article IX	Amendments	16
Article X	Miscellaneous	17
Article XI	Shares and Their Transfer	19

Article I

Name

Section 1.1 **Name**. This corporation shall be known as North Shore Health System Enterprises, Inc. (hereinafter the "Corporation").

Article II

Shareholder

Section 2.1 **Shareholder**. The sole shareholder of the Corporation shall be North Shore–Long Island Jewish Health System, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (hereinafter in such capacity referred to as the "Shareholder").

Section 2.2 **Annual Meeting**. The Annual Meeting of the Shareholder for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held each year on such date and at the place and time as may be fixed by the Shareholder.

Section 2.3 **Special Meetings.** Special meetings of the Shareholder may be called by the Chairman of the Board or by order of the Board of Directors when deemed expedient.

Section 2.4 **Action by Shareholder**. Any action to be taken by the Shareholder pursuant to these By-laws shall be deemed to have been validly taken if either: (i) it is taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed by either the Chairman, Chief Executive Officer or another officer of the Shareholder; or (ii) it is taken in the form of a validly taken action of the Board of Trustees or of the Executive Committee of the Shareholder.

Article III

Board of Directors

Section 3.1 **Duties and Responsibilities**. The Corporation shall be managed by the Board of Directors. The Board of Directors may adopt such rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the affairs and property of the Corporation as it may deem proper, not inconsistent with the laws of the State of New York, the Certificate of Incorporation of the Corporation or these By-laws.

Section 3.2 **Number of Directors**. The number of Directors constituting the entire Board of Directors of the Corporation shall initially be the number of Directors elected and in office immediately after the Annual Meeting of the Shareholder held in 2000. At all times after such Annual Meeting, the number of Directors may be changed and fixed from time to time by a vote of the Shareholder, by the actions of electing, removing or accepting the resignations of Directors, with the number of Directors elected and in office at any time being the number so fixed. The number of Directors in office at any given time shall constitute the entire Board for purposes of the Business Corporation Law. The Chief Executive Officer of the Corporation shall at all times, by virtue of his or her office, be a voting member of the Board of Directors and shall for all purposes of these By-laws be counted as such in determining the number of Directors constituting the entire Board of Directors of the Corporation.

Section 3.3 **Qualifications of Directors**. Persons elected to the Board of Directors shall be of good moral character and reputation and of suitable age and discretion. In selecting Directors, consideration should be given to the candidate's:

(a) demonstrated interest in the objectives and purposes of the Corporation;

(b) willingness to accept responsibility for governance, including availability to participate actively in matters related to the Corporation;

(c) areas of interest and expertise; and

(d) experience in organizational and communal activities.

Section 3.4 **Election of Directors**. Directors shall be elected, and newly created Directorships or vacancies shall be filled, by the Shareholder in accordance with Article II. Newly created Directorships and vacancies may also be filled by the Shareholder as provided in Section 3.6.

Section 3.5 **Term of Office of Directors**. Directors shall be elected to serve for a term of one year or until their successors are elected and qualified.

Section 3.6 **Newly Created Directorships; Vacancies**. Newly created Directorships resulting from an increase in the number of Directors, and vacancies among such Directorships occurring for any reason, may be filled by vote of the Shareholder. A Director elected to fill a vacancy shall hold office until the next Annual Meeting of the Shareholder or until his or her successor is elected and qualified.

Section 3.7 **Resignation**. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board, or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof.

Section 3.8 **Compensation**. Directors shall not receive compensation for serving as Directors, provided however that nothing herein shall be construed to prevent a Director from serving the Corporation in another capacity for which compensation is received. No Director shall be permitted to vote on the compensation to be paid to him or her in any capacity, provided that the presence of such Director may be counted in determining the presence of a quorum.

Section 3.9 **Removal of Directors**. Any Director may be removed for cause by a vote of the Shareholder or by a vote of the Board of Directors, provided there is a quorum of not less than a majority present at the meeting of Directors or the Shareholder at which such action is taken. Any Director may also be removed without cause by the Shareholder. At least five days' notice that the removal for cause of such Director will be considered at a meeting of either the Board of Directors or the Shareholder shall be given to the Directors or to the Shareholder, as applicable.

Article IV

Meetings of the Board of Directors

Section 4.1 **Annual Meeting**. The Annual Meeting of the Board of Directors for the election of Corporate Officers of the Corporation and for the transaction of such other business as may properly come before the Board shall be held in the month of June, July or August of each year, on such date in such month and at the place and time as may be fixed by the Board of Directors, or at such other place and time as shall be established from time to time by the Board of Directors.

Section 4.2 **Regular Meetings**. Regular meetings of the Board of Directors shall be held at such times and places as may be determined by the Board of Directors.

Section 4.3 **Special Meetings**. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board, or by the Chairman-Elect or any Vice Chairman in the absence of the Chairman of the Board, and shall be called by the Secretary upon the written request of not less than ten percent of the members of the Board of Directors. Special meetings shall be held at the offices of the Corporation or at such other place as may be designated in the notice of the meeting, and at the time and date specified in the notice of the meeting or in the waiver of notice thereof.

Section 4.4 **Notice of Meeting**. All meetings of the Board of Directors shall be held upon notice. Notice of meetings of the Board of Directors shall be mailed to each Director at the address designated by him or her for such purpose or, if none is designated, at his or her last known address, not less than ten days before the day on which the meeting is to be held, or sent by telegram, facsimile transmission or electronic mail to such address or delivered to such Director personally, in each case not less than seven days before the day of such meeting. Notwithstanding the foregoing, special meetings of the Board of Directors may be held with only one day's notice sent by telegram, facsimile transmission or electronic mail, or delivered personally, to each Director at such address. Notice of any meeting of the Board of Directors shall also constitute notice of a meeting of (i) the Shareholder; and (ii) the Executive Committee, if any (to be held at the same place and time as, or in lieu of, such meeting of the Board of Directors in the event a quorum of the Board of Directors is not present at such meeting). Notice of a meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. or of its Executive Committee shall constitute notice of a meeting of the Board of Directors of this Corporation to be held at the same place as and concurrently with or immediately following such meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. or of its Executive Committee, provided that at the time such notice is given, all members of the Board of Directors of this Corporation are members of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. or of its Executive Committee, as the case may be.

Section 4.5 **Waiver of Notice of Meeting**. Notice of any meeting need not be given to any Director who signs a waiver of notice before or after the meeting or who

attends the meeting without protesting prior thereto or at its commencement the lack of notice thereof.

Section 4.6 **Quorum**. Except as may otherwise expressly be required by law or these By-laws, the presence of a number of Directors sufficient to constitute a quorum as provided herein shall be necessary for the transaction of business at all meetings of the Board of Directors. The number of Directors sufficient to constitute a quorum at any time shall be equal to one-third of the entire Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.7 **Voting**. Except as otherwise provided in Section 3.8 of these By-Laws, each Director shall be entitled to one vote on each matter submitted to a vote of Directors. At all meetings of the Board of Directors, all matters shall be decided by the vote of a majority of the Directors present at the time of such vote, if a quorum is present at such time, except as otherwise expressly required by law or by these By-laws.

Section 4.8 **Action by Board of Directors Without a Meeting**. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board of Directors.

Section 4.9 **Telephonic Participation in Meetings**. All members of the Board of Directors shall be permitted to participate in a meeting of the Board of Directors by means of a conference telephone call or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V

Corporate Officers

Section 5.1 **Corporate Officers**. The Corporate Officers of the Corporation shall consist of a Chairman of the Board of Directors (sometimes referred to herein as "Chairman of the Board" or "Chairman"), a Chief Executive Officer, a Treasurer and a Secretary. In addition, the Board of Directors may as it deems appropriate from time to time, elect a President, a Chief Operating Officer, one or more Vice Presidents (including Executive and Senior Vice Presidents), one or more Assistant Secretaries, and such other officers as the Board shall determine to be necessary. The Board of Directors may also elect, from among its number, one or more Vice Chairmen. The Vice Chairmen and other Corporate Officers elected by the Board of Directors shall perform such duties as may be assigned to them from time to time by the Board of Directors. The Chairman and Chairman-Elect, any Vice Chairmen, and the Chief Executive Officer shall be Directors; all other Corporate Officers may, but need not, be Directors. Two or more titles may be held by the same person, but the offices of Chief Executive Officer and Secretary shall not be held concurrently by the same person. The Board of Directors may elect a successor to the Chairman of the Board (the "Chairman-Elect") at such time as the Board of Directors may determine, with one year in advance of the anticipated commencement of his or her term as Chairman of the Board being customary. During the interim period between his or her election as Chairman-Elect and the commencement of his or her term as Chairman of the Board, the Chairman-Elect shall become familiar with the duties of the Chairman of the Board. The Chairman of the Board shall, in his or her reasonable discretion, involve the Chairman-Elect in the decision-making process with respect to matters for which the Chairman of the Board is responsible and permit the Chairman-Elect to attend meetings which the Chairman of the Board would be permitted or required to attend, review documents customarily reviewed or analyzed by the Chairman of the Board, and be privy to all aspects of the Corporation's business and activities. Each person elected under this Section 5.1 shall be a "Corporate Officer."

Section 5.2 **Chairman of the Board**. The Chairman of the Board shall preside at all meetings of the Board of Directors, and shall coordinate the work of all committees. The Chairman of the Board shall be chairman of the Executive Committee, if any, and an *ex officio* voting member of all other Committees of the Board of Directors and Committees of the Corporation, subject to applicable law, and except to the extent precluded by these By-laws and applicable law, shall appoint, and may remove, the members and chairmen of all committees, with the exception of Committees of the Board and other committees whose membership consists of specified officers or other specified persons as may be prescribed in these By-laws. The Chairman of the Board shall have the authority to determine the membership of any committee provided for in these By-laws whose membership is not fixed by these By-laws or whose membership is to be determined as otherwise provided herein. The Chairman of the Board shall select individuals to serve on committees on the basis of their interest in the purposes of the committee and their ability and willingness to participate actively in the work of the committee.

Section 5.3 **Chief Executive Officer**. The Chief Executive Officer shall have all necessary authority with respect to and be responsible for the administration of all departments of the Corporation, subject only to the policies adopted and decisions made by the Board of Directors. The Chief Executive Officer shall recommend to the Board of Directors for its approval the overall strategy of the Corporation and its organizational structure. The Chief Executive Officer shall be the direct executive representative of the Board of Directors in the management of the operations of the Corporation.

Section 5.4 **Treasurer**. The Treasurer shall be responsible for supervision of the care and custody of all funds and securities of the Corporation, shall keep or cause to be kept a full and accurate account of all monies received and paid on account of the Corporation and shall render a statement of accounts whenever the Board of Directors shall require. The Treasurer shall have such other powers and duties as may be assigned from time to time by the Board of Directors.

Section 5.5 **Secretary**. The Secretary (or any Assistant Secretary in the absence of the Secretary) shall record all votes and the minutes of all proceedings of the Board of Directors in a minute book to be kept permanently for such purpose, shall give or cause to be given all notices required by law or by these By-laws, shall have custody of the corporate seal and authority to affix the same to any obligation, instrument or contract executed on behalf of the Corporation and, when so affixed, to attest the same by signature, shall keep and account for all books, documents, papers and records of the Corporation, except those for which another officer or agent is properly accountable, and shall have such other powers and duties as may be assigned from time to time by the Board of Directors.

Section 5.6 **Powers and Duties of Officers**. The powers and duties of the Corporate Officers shall be such as may be prescribed pursuant to these By-laws or from time to time by the Board of Directors and, to the extent not so prescribed, as usually appertain to their respective offices, subject to the control of the Board of Directors.

Section 5.7 **Election; Term of Office of Officers**. Except as provided herein and in Section 5.9 hereof, Corporate Officers shall be elected at the Annual Meeting of the Board of Directors or at such other times at which the Board of Directors may elect a Corporate Officer, and shall hold office until the next Annual Meeting of the Board of Directors or until their successors shall have been elected and qualified.

Section 5.8 **Resignation; Removal of Officers**. Any Corporate Officer may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. Any person serving as the Chairman of the Board or the Chief Executive Officer may be removed from such office with or without cause at any time by the Board of Directors provided, however, that such action may be taken only at a meeting of the Board of Directors the notice for which contains a statement that such action would be considered at the meeting. Any person

serving as a Corporate Officer in any other capacity may be removed from such office with or without cause at any time by the Board of Directors.

Section 5.9 **Vacancies**. Vacancies in any Corporate Officer position, whether occurring by death, resignation, removal or otherwise, may be filled at any time by the Board of Directors.

Section 5.10 **Administrative Officers and Positions**. The Chief Executive Officer may from time to time designate new or additional administrative titles, including but not limited to Senior Vice President and Vice President, and may appoint persons to fill such administrative positions. Any persons appointed to such positions shall be considered administrative officers of the Corporation, shall have such powers and duties as may be assigned to them from time to time by the Chief Executive Officer, and shall serve at the pleasure of the Chief Executive Officer. Despite their administrative titles, however, such persons shall not be Corporate Officers of the Corporation.

Article VI

Committees

Section 6.1 Appointment of Committees.

(a) The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members Committees of the Board of Directors (sometimes referred to in these By-laws as "Committees of the Board"), each consisting of three or more Directors, and each of which, to the extent provided in such resolution or in these By-laws, shall have all of the authority of the Board of Directors which lawfully may be delegated to such a committee. Except as otherwise provided in these By-laws, the Board of Directors shall designate the members of each Committee of the Board of Directors at the Annual or other meeting of the Board of Directors. Members of Committees of the Board shall serve for one-year terms or until their successors are designated. Members of all Committees of the Board shall serve at the pleasure of the Board of Directors. By virtue of their office, the Chairman and the Chief Executive Officer shall be members of all Committees of the Board of Directors and of all Committees of the Corporation, subject to applicable law, provided that the Chief Executive Officer shall not be a member of the Compensation Committee, if any.

(b) The Board of Directors may create such committees other than Committees of the Board of Directors as it may deem desirable. Such committees shall have only the powers specifically delegated to them by the Board of Directors.

(c) Committees other than Committees of the Board of Directors created by the Board of Directors shall be Committees of the Corporation. The members of Committees of the Corporation need not be Directors.

(d) Committees of the Corporation will have no authority of the Board of Directors but may advise on matters within their specified areas of concern, but the naming and description of such committees does not require them to consider or advise on all such matters. Each Committee of the Corporation shall serve at the pleasure of the Board of Directors.

Section 6.2 Meetings of Committees. Each Committee of the Board of Directors, and each Committee of the Corporation, may adopt its own rules of procedure consistent with these By-laws. In the absence of a contrary provision in rules adopted by a committee, the following rules shall apply. Committees may meet either regularly at stated times or specially on written notice, given by the chairman or vice-chairman of such committee or members constituting not less than one-third of the full membership of such committee, at least six days in advance thereof by mail, or one day in advance by telegraph, telephone, facsimile transmission, electronic mail or personal delivery to all members thereof or on such other notice as the committee or the Board of Directors in creating such committee may determine. Notice of any meeting need not be given to any member, however, if waived by such member before or after the meeting in writing. No

notice need be given of any meeting to any member who attends such meeting without protesting prior to such meeting or at the commencement thereof the lack of notice of such meeting. Committees of the Board shall keep regular minutes of their proceedings, reflecting business conducted, including findings, conclusions and recommendations, and shall report such minutes to the Board of Directors when required. Committees of the Corporation shall keep such minutes and prepare such reports as may be required or as they determine are appropriate for matters on which they advise. Except as otherwise expressly required by law or by these By-laws or unless otherwise determined by the Board of Directors, one-third of the members of a committee shall constitute a quorum and the action of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. No committee other than a Committee of the Board of Directors shall commit the Corporation to any obligation, course of conduct or procedure unless such obligation, course of conduct or procedure is expressly delegated to such committee in these By-Laws or duly authorized by the Board of Directors.

Section 6.3 **Action by Committees Without a Meeting**. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the committee.

Section 6.4 **Telephonic Participation in Meetings**. Any one or more of the members of a committee shall be permitted to participate in a meeting of such committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article VII

Funds and Property

Section 7.1 **Deposit of Funds**. The Board of Directors shall select banks or depositories as it shall deem proper for the funds of the Corporation. The Board of Directors shall determine who shall be authorized on behalf of the Corporation to sign checks, drafts or other orders for the payment of money, acceptances and notes or other evidences of indebtedness.

Section 7.2 **Investments**. The funds of the Corporation may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Directors may deem desirable, provided that such funds may be maintained uninvested, as the Board of Directors may deem advisable.

Section 7.3 **Contracts**. Deeds, mortgages, contracts, leases and other instruments relating to the property of the Corporation or under which the Corporation may incur liability may be signed in the name of the Corporation by the Chairman of the Board, the Chief Executive Officer, any other Corporate Officer, or by any other signatory authorized to sign such instrument by the Board of Directors.

Article VIII

Indemnification

Section 8.1 **Directors and Officers**. The Corporation shall indemnify each person who is a present or former Director or officer of the Corporation or member of a committee established pursuant to Article VI who is or was made or threatened to be made a party to, or is or was involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or whether brought by or in the right of the Corporation, by reason of the fact that such person (i) is or was a Director, officer or committee member; or (ii) in the case of a present or former Director or officer, serves or served, at the request of the Corporation, any other corporation, partnership, joint venture, trust, or employee benefit plan in any capacity, against judgments, assessments, fines, amounts paid or to be paid in settlement, penalties, taxes and reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with such action or proceeding or any appeal therein, except where a judgment or other final adjudication adverse to such person establishes that (a) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated; or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. For all purposes of this Article VIII the term "officer" shall include all Corporate Officers of the Corporation who are elected pursuant to Section 5.1 and all administrative officers of the Corporation who are appointed pursuant to Section 5.10 with the titles of Senior Vice President or Vice President.

Section 8.2 **Reimbursement**. The Corporation shall, from time to time, reimburse or advance to any person referred to in Section 8.1 the funds necessary for payment of expenses incurred by such person in connection with any threatened, pending or completed action, proceeding, or appeal described in Section 8.1 upon receipt, if required by the New York Business Corporation Law or deemed appropriate by the Board of Directors, of a written undertaking by or on behalf of such person to repay such amount(s) if it is ultimately determined that such person is not entitled to indemnification under this Article VIII or otherwise, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or appeal who are similarly situated, unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 8.3 **Other Rights**. The Corporation, by resolution adopted by its Board of Directors, or, if such power is delegated to the Chief Executive Officer by the Board of Directors, by action of the Chief Executive Officer, may indemnify and reimburse or advance expenses to any person, whether or not described in Section 8.1, to whom the Corporation is permitted to provide indemnification or the reimbursement or advancement of expenses, to the fullest extent permitted by applicable law as it may exist from time to time, whether pursuant to rights granted pursuant to, or provided by, the

New York Business Corporation Law or other rights created by (a) a resolution of the Board of Directors or (b) an agreement approved by the Board of Directors providing for such indemnification or reimbursement or advancement of expenses, it being expressly intended that this Article VIII authorizes the creation of other rights in any such manner. Any such indemnification and any such reimbursement or advancement of expenses may, in the Board's discretion and to the extent permitted by law, be retroactive and be available with respect to events occurring prior to the adoption hereof and prior to any such resolution or agreement.

Section 8.4 **Applicable Law**. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or reimbursement or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification (or reimbursement or advancement of expenses) is sought.

Section 8.5 **Enforcement**.

(a) Contract Right. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to Section 8.1 or 8.2 of this Article VIII or a resolution or agreement authorized pursuant to Section 8.3 of this Article VIII: (a) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof (or of any such resolution) were set forth in a separate written contract between the Corporation and such person; (b) is intended to be retroactive and shall, to the extent permitted by law, be available with respect to events occurring prior to the adoption hereof or of any such resolution or agreement; and (c) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto. The Corporation shall not be obligated under this Article VIII (including any resolution or agreement authorized by Section 8.3 of this Article VIII) to make any payment hereunder (or under any such resolution or agreement) to the extent the person seeking indemnification hereunder (or under any such resolution or agreement) has actually received payment (under any insurance policy, resolution, agreement or otherwise) of the amount otherwise indemnifiable hereunder (or under any such resolution or agreement).

(b) Right to Bring Suit. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant to this Article VIII (including any resolution or agreement authorized by Section 8.3) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, within the time frame allowed by law, bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled also to be paid the reasonable expenses of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is

proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall create a presumption that the claimant is not so entitled.

Section 8.6 **Non-Exclusivity**. The rights granted pursuant to or provided by the foregoing provisions of this Article VIII shall be in addition to and shall not be exclusive of any other rights to indemnification and expenses to which any person may otherwise be entitled by law, contract or otherwise.

Section 8.7 **Insurance**. The Corporation is not required to purchase Directors and Officers liability insurance, but the Corporation may purchase such insurance. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article VIII or by operation of law, and it may insure directly the Directors, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article VIII as well as for liabilities against which they are otherwise entitled or permitted to be indemnified by the Corporation.

Section 8.8 **Definitions**. Without limiting any indemnification provided by Section 8.1, for purposes of this Article VIII, the term: (a) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; (b) "person" shall include the personal representative, testator or intestate of a person; and (c) service "at the request of the Corporation" shall include service provided to (i) any other corporation or other entity which may be specified by resolution of the Board of Directors or its Executive Committee, if any, (ii) any corporation, partnership, joint venture, trust or other enterprise of which fifty percent or more of the voting power or economic interest is held, directly or indirectly, by the Corporation, or (iii) any employee benefit plan of the Corporation or of any entities referred to in clauses (i) or (ii).

Article IX

Amendments

Section 9.1 **Amendments**. These By-laws may be amended or repealed and new By-laws may be adopted only by action of the Shareholder.

Article X

Miscellaneous

Section 10.1 Corporate Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, New York." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise used.

Section 10.2 Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of the Board of Directors and the Shareholder and any committee thereof.

Section 10.3 Fiscal Year. The Board of Directors shall have the power to fix from time to time the fiscal year of the Corporation.

Section 10.4 Annual Audit. Following the close of each fiscal year of the Corporation, a firm of certified public accountants selected by the Board of Directors shall audit the balance sheet of the Corporation at the end of such fiscal year and the statement of operations of the Corporation for such fiscal year and shall submit a report on their examination of such financial statements to the Board of Directors.

Section 10.5 Actions as Shareholder or Member of Affiliates. Any actions which may be taken by the Corporation as a shareholder or member of any other corporation or other entity shall be deemed to have been validly taken if either: (i) taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed in the name of the Corporation by either the Chairman, the Chief Executive Officer, or another Corporate Officer of the Corporation or by any other signatory authorized to sign such consent by the Board of Directors; or (ii) taken by valid action of the Board of Directors or of the Executive Committee, if any, of the Board of Directors.

Section 10.6 Conflicts of Interest.

(a) A conflict of interest may exist when a member of the Board of Directors or an employee of the Corporation has the opportunity to influence the Corporation's business or other decisions in ways that could lead to personal gain or advantage of any kind for such person or any of his or her family or associates. A member of the Board of Directors or an employee of the Corporation may have a conflict of interest when he or she or any of his or her family or associates (to his or her present knowledge) either (i) has an existing or potential financial or other material interest which could influence or might appear to influence the individual's independent judgment in the discharge of responsibilities to the Corporation; or (ii) may receive a financial or other material benefit from knowledge of information confidential to the Corporation or from a transaction involving the Corporation. The family of an individual includes his or her spouse, parents, siblings, children and any other blood relative if the latter resides in the same household. An associate of an individual includes any person, trust, corporation,

partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the individual or any member of his or her family (i) is a director, officer, employee, member, partner or trustee; or (ii) has a significant financial interest or any other interest which enables him or her to exercise control or significantly influence policy of the associate.

(b) The Corporation shall adopt and implement appropriate policies and procedures designed to effectuate disclosure of actual or potential conflicts of interest and appropriate responses thereto.

Section 10.7 Gender Neutrality. For purposes of these By-laws, the words "Chairman" and "Chairmen" in any context shall refer to males or females holding such positions.

Article XI

Shares and Their Transfer

Section 11.1 Certificates of Stock. Every shareholder shall be entitled to have one or more certificates, in such form as the Board of Directors may from time to time prescribe, representing in the aggregate the number of shares of stock of the Corporation owned by said shareholder, which certificates shall be signed in the name of the Corporation by the Chairman of the Board, any Vice Chairman, the President, if any, or any Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer.

Section 11.2 Transfers. Shares of stock of the Corporation shall be transferable on the books of the Corporation by the registered holder thereof in person or by such holder's duly authorized attorney, but, except as hereinafter provided in the case of loss, destruction, or mutilation of certificates, no transfer of shares shall be entered until the previously issued certificate representing those shares shall have been surrendered and canceled. Except as otherwise required by law, the Corporation shall be entitled to treat the person registered as the holder of shares on its books as the owner thereof for all purposes regardless of any notice or knowledge to the contrary.

Section 11.3 Lost, Destroyed or Mutilated Certificates. The Corporation may issue a new certificate representing shares of stock of the same tenor and the same number of shares in place of a certificate theretofore issued by it that is alleged to have been lost, stolen, or destroyed; provided, however, that the Board of Directors may require the owner of the lost, stolen, or destroyed certificate, or such owner's legal representative, to give the Corporation a bond or indemnity, in form and with one or more sureties satisfactory to the Board, sufficient to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on September 28, 2011.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 06/07

CERTIFICATE OF INCORPORATION
OF NORTH SHORE REGIONAL HEALTH SERVICES CORP.

Under Section 402 of the
Not-for-Profit Corporation Law

The undersigned, a natural person of the age of eighteen or over, desiring to form a corporation pursuant to the provisions of the Not-for-Profit Corporation Law, does hereby certify:

1. The name of the Corporation is North Shore Regional Health Services Corp.

2. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.

3. The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore Hospital Nursing Home, Inc., and North Shore Medical Center Development Fund, each a not-for-profit corporation organized and existing under the laws of the State of New York, and for such other not-for-profit corporations of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore Hospital Nursing Home, Inc. or North Shore Medical Center Development Fund is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

4. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Corporation Law together with the power to maintain a fund or funds of real or personal property for any corporate purposes. The Corporation shall have the right to exercise such

other powers as now are, or hereafter may be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

5. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual. Reasonable compensation, however, may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes.

6. Nothing contained herein shall authorize the Corporation to establish or operate a hospital or to provide hospital service or health related service, a drug maintenance program, a certified home health agency, a hospice, a health maintenance organization, or a comprehensive health services plan, as provided for by Articles 28, 33, 36, 40 and 44, respectively, of the Public Health Law or to solicit, collect or otherwise raise or obtain any funds, contributions, or grants, from any source, for the establishment or operation of any hospital.

7. Nothing herein shall be construed as authorizing the Corporation to operate an institution of higher learning or to engage in the practice of any of the professions designated in Title VIII of the Education Law. Nothing contained herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404(b) through (u) of the Not-for-Profit Corporation Law.

8. Notwithstanding any other provision of these articles, the Corporation is organized exclusively for charitable purposes, as specified in Section 501(c)(3) of the Code, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code.

9. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation, (except to the extent authorized by Section 501(h) of the Code, or the corresponding provision of any future United States internal revenue law, during any fiscal year or years in which the Corporation has chosen to utilize the benefits authorized by that statutory provision)

WAIVER OF NOTICE

The undersigned has no objection to the granting of judicial approval hereon and waives statutory notice.

Dated: _____

Robert Abrams
Attorney General
State of New York

By: _____
Assistant Attorney General

APPROVAL OF SUPREME COURT JUSTICE

I, Andrew S. Tyler a Justice of the Supreme Court of the State of New York, of the 10th Judicial District, in which the office of the Corporation is located, approve of the foregoing Certificate of Incorporation of North Shore Regional Health Services Corp. and consent to its filing.

Dated: FEB - 5 1988

Justice of the Supreme Court
of the State of New York,
10 Judicial District

Jan 25, 1988

HAS NO OBJECTION
OF JUDICIAL
AND WAIVES
STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

by Howard Holt
HOWARD HOLT
Associate Attorney

GRANTED
FEB 5 1988
HAROLD W. McCONNELL
CLERK

NYS DEPARTMENT OF STATE

FILING RECEIPT NAME RESERVATION (NOT FOR PROFIT)

CORPORATION NAME

NORTH SHORE REGIONAL HEALTH SERVICES CORP. (RES FOR 60 DAYS)

DATE FILED	DURATION & COUNTY CODE	FILM NUMBER	CASH NUMBER
12/23/87		B582939-1	083796

NUMBER AND KIND OF SHARES	LOCATION OF PRINCIPAL OFFICE

FOR SHARON APPLEGATE, ATTY. (SUBMIT CTF FOR FILING)
*CT

ADDRESS FOR PROCESS	REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS

AMOUNT OF CHECK $ _____ AMOUNT OF MONEY ORDER $ 00020.00 AMOUNT OF CASH $ _____

$ 0 DOLLAR FEE TO COUNTY

$ FILING
$ TAX
$ CERTIFIED COPY
$ 10.00 CERTIFICATE
010.00 MISCELLANEOUS
TOTAL PAYMENT $ 0000020.00

REFUND OF $

TO FOLLOW

FILER NAME AND ADDRESS

SHARON APPLEGATE, ATTY
175 WATER STREET

NEW YORK NY

380604-003 (8/84) GAIL S. SHAFFER - SECRETARY OF STATE

CT

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SERVICES CORP.

UNDER SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 1 1988

AMT. OF CHECK $ 60
FILING FEE $ 30
TAX $
COUNTY FEE $
COPY $ Comp 15
CERT $
REFUND $
SPEC HANDLE $ 10.00

BY: M
PNassau
Type B

FILED

Cole & Deitz

175 Water Street

New York, N.Y. 10038

88 MR 6 (1 03)

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
NORTH SHORE REGIONAL HEALTH SERVICES CORP.

CT CT

Under Section 803 of the Not-For-Profit Corporation Law

C111837

We, the undersigned, John S. T. Gallagher, Executive Vice President and Harry E. Gindi, Assistant Secretary, of NORTH SHORE REGIONAL HEALTH SERVICES CORP. (the "Corporation"), do hereby certify that:

1. The name of the Corporation is NORTH SHORE REGIONAL HEALTH SERVICES CORP.

2. The Certificate of Incorporation was filed by the Department of State on March 1, 1988. The Corporation was formed under the Not-For-Profit Corporation Law.

C111837

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 (Definitions) of the Not-For-Profit Corporation Law, and is a type B corporation under Section 201 (Purposes) of the Not-For-Profit Corporation Law. After the filing of this Certificate of Amendment, the Corporation will remain a type B corporation under Section 201 (Purposes) of the Not-For-Profit Corporation Law.

4. Paragraph 3 of the Certificate of Incorporation is amended as follows: (a) to require that any not-for-profit corporation for which the Corporation coordinates policy making and long range planning and provides advisory and administrative support services, be a corporation which is (i) an exempt

organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), and (ii) described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, and (b) wherever "North Shore Hospital Nursing Home, Inc." is referred to therein, to change such reference to "North Shore University Hospital Center for Extended Care and Rehabilitation", so as to reflect the change in the name of such corporation.

5. Paragraph 3 of the Certificate of Incorporation is hereby amended to read as follows:

> The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, and North Shore Medical Center Development Fund, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation or North Shore Medical Center Development Fund is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the

furtherance, accomplishment, or attainment of the foregoing purposes.

6. The above amendments were authorized by majority vote of the members of the Corporation at a Special Meeting of the members held on January 31, 1990. The affirmative votes cast in favor of the above amendments were at least equal to the quorum.

7. The Corporation hereby designates the Secretary of State of the State of New York as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: North Shore Regional Health Services Corp., Attention: Administration, 300 Community Drive, Manhasset, New York 11030.

IN WITNESS WHEREOF, we have signed this Certificate this 31st day of January, 1990, and affirm that the statements contained herein are true under penalty of perjury.

John S. T. Gallagher
Executive Vice President

Harry E. Gindi
Assistant Secretary

APPROVAL OF SUPREME COURT JUSTICE

I, HOWARD E. LEVITT, a Justice of the Supreme Court of the State of New York, of the 10th Judicial District in which the office of the Corporation is located, approve of the foregoing Certificate of Amendment of the Certificate of Incorporation of North Shore Regional Health Services Corp. and consent to its filing.

Dated: FEB 1 8 1990

Mineola N.Y.

Howard E. Levitt

Justice of the Supreme Court
of the State of New York,
10th Judicial District

HOWARD E. LEVITT

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

By Laura C. Jerner
February 15, 1990
ASSISTANT ATTORNEY GENERAL

C111837

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SERVICES CORP.

****

Winston, Strawn, Cole & Deitz

175 Water Street

New York, N.Y. 10038

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 26 1990
AMT. OF CHECK $ 60
FILING FEE $ 30
TAX $
COUNTY FEE $
COPY $ 25
CERT $
REFUND $
SPEC HANDLE $ 5

BY: Nadine
Typed

BILLED

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CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SERVICES CORP.

CT

(Under Section 803 of the Not-for-Profit Corporation Law)

The undersigned, the President and Assistant Secretary, respectively, of NORTH SHORE REGIONAL HEALTH SERVICES CORP., hereby certify:

1. The name of the corporation is NORTH SHORE REGIONAL HEALTH SERVICES CORP. (hereinafter sometimes referred to as the "Corporation").

2. The certificate of incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the Not-for-Profit Corporation Law of the State of New York.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of section 102 of the Not-for-Profit Corporation Law. The Corporation is a type B corporation under section 201 of the Not-for-Profit Corporation Law and shall remain a type B corporation under said law after the filing of this certificate of amendment.

4. The certificate of incorporation of the Corporation is hereby amended as follows: (i) to change the name of the Corporation from North Shore Regional Health Services Corp. to North Shore Regional Health System, Inc.; and (ii) wherever "North Shore Medical Center Development Fund" is referred to therein, to change such reference to "North Shore University Hospital Fund" so as to reflect the change in the name of such corporation.

5. Paragraph 1 of the certificate of incorporation is hereby amended to read as follows:

> 1. The name of the Corporation is North Shore Regional Health System, Inc.

6. Paragraph 3 of the certificate of incorporation is hereby amended to read as follows:

> The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, and North Shore University Hospital Fund, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation or North Shore University Hospital Fund is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

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7. This amendment to the certificate of incorporation was authorized by vote of a majority of the entire Board of Trustees of the Corporation on January 13, 1992 at a duly called and held meeting of the Board of Trustees of the Corporation at which a quorum was present and acting throughout.

8. The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The Post Office address to which the Secretary of State of the State of New York shall mail a copy of such process against the Corporation is as follows: 300 Community Drive, Manhasset, New York 11030.

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 17th day of January, 1992, and affirm that the statements contained herein are true under penalty of perjury.

John S.T. Gallagher
President

Harry E. Gindi
Assistant Secretary

amc-ireg

CONSENT TO CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The undersigned, a Justice of the Supreme Court of the State of New York, Tenth Judicial District, wherein is located the principal office of NORTH SHORE REGIONAL HEALTH SERVICES CORP., hereby approves the within Certificate of Amendment of the Certificate of Incorporation of NORTH SHORE REGIONAL HEALTH SERVICES CORP. and the filing thereof.

Dated: February 3, 1992

JUSTICE OF THE SUPREME COURT
Tenth Judicial District
Hon. George A. Murphy

The undersigned has no objection to the granting of judicial approval hereon and waives statutory notice.

Attorney General
State of New York

By: _____

Dated: _____

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

by Laura Werner
January 24, 1992

ASSISTANT ATTORNEY

consc-a

RECEIVED
10 04 AM '92

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
NORTH SHORE REGIONAL HEALTH SERVICES CORP.

Under Section 803 of the Not-for-profit Corporation Law.

Legal Department
North Shore University
Cornell University Medical College
Manhasset, NY 11030

STATE OF NEW YORK
DEPARTMENT OF STATE
MAR 03 1992

BILLED

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CT

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM, INC.

(Under Section 803 of the Not-for-Profit Corporation Law)

The undersigned, the President and Assistant Secretary, respectively, of NORTH SHORE REGIONAL HEALTH SYSTEM, INC., hereby certify:

1. The name of the corporation is NORTH SHORE REGIONAL HEALTH SYSTEM, INC. (hereinafter sometimes referred to as the "Corporation"). The Corporation was formed under the name of North Shore Regional Health Services Corp.

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the Not-for-Profit Corporation Law of the State of New York.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of section 102 (Definitions) of the Not-for-Profit Corporation Law. The Corporation is a type B corporation under section 201 (Purposes) of the Not-for-Profit Corporation Law. After the filing of this Certificate of Amendment, the Corporation shall remain a type B corporation under section 201 (Purposes) of the Not-for-Profit Corporation Law.

4. The Certificate of Incorporation of the Corporation is hereby amended as follows: (i) to change the name of the Corporation from North Shore Regional Health System, Inc. to North Shore Regional Health System; (ii) wherever "North Shore University Hospital Fund" is referred to therein, to change such reference to "North Shore University Hospital Foundation" so as to reflect the change in the name of such corporation; and (iii) to include by name in Paragraph 3 of the Certificate of Incorporation North Shore University Hospital at Glen Cove, a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code") and described in Section 509(a)(1) of the Code.

5. Paragraph 1 of the Certificate of Incorporation is hereby amended to read as follows:

> 1. The name of the Corporation is North Shore Regional Health System.

6. Paragraph 3 of the Certificate of Incorporation is hereby amended to read as follows:

> The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove, and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described

in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove or North Shore University Hospital Foundation is or hereafter becomes the sole member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

7. This amendment to the Certificate of Incorporation was authorized by vote of a majority of the entire Board of Trustees of the Corporation on May 11, 1992 at a duly called and held meeting of the Board of Trustees of the Corporation at which a quorum was present and ~~acting~~ throughout. There are no members entitled to vote.

8. The Secretary of State of the State of New York is hereby designated as agent of the Corporation upon whom process against it may be served. The Post Office address to which the Secretary of State of the State of New York shall mail a copy of such process against the Corporation is as follows: 300 Community Drive, Manhasset, New York 11030.

IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 29th day of May, 1992, and affirm that the statements contained herein are true under penalty of perjury.

John S.T. Gallagher
President

Harry E. Gindi
Assistant Secretary

amc-ireg

The undersigned has no objection to the granting of Judicial approval hereon and waives statutory notice.

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE.

ROBERT ABRAMS, ATTORNEY GEN.
STATE OF NEW YORK

By [signature] October 29 1992
ASSISTANT ATTORNEY GENERAL

Date: _____

ROBERT ABRAMS
ATTORNEY GENERAL
STATE OF NEW YORK

by: _____

I, EDWARD G. McCABE, a Justice of the Supreme Court of the State of New York for the 10th Judicial District do hereby approve the foregoing Certificate of Amendment of the Certificate of Incorporation of North Shore Regional Health System Inc. and consent that the same be filed.

Date: November 9th, 1992

[signature]
JSC

EDWARD G. McCABE

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FILED
NOV 17 5 PM '92

1-CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 17 1992
TAX $ 0
BY: JW
NHSSAU

RECEIVED
NOV 17 12 15 PM '92

JW

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM, INC.

Under Section 803 of the
Not For Profit Corporation Law

Legal Department
North Shore University Hospital
Cornell University Medical College
Manhasset, NY 11030

921117000593

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F 9506010006 41

CT-07

RESTATED

CT-07

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM

Under Section 805 of the Not-for-Profit Corporation Law

The undersigned, John S.T. Gallagher, President, and Harry E. Gindi, Assistant Secretary, respectively, of North Shore Regional Health System (the "Corporation"), hereby certify that:

A. The name of the Corporation is North Shore Regional Health System. The Corporation was formed under the name North Shore Regional Health Services Corp.

B. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to Section 402 of the Not-for-Profit Corporation Law.

C. The Certificate of Incorporation of the Corporation is hereby amended to effect the following amendments authorized by the Not-for-Profit Corporation Law:

(i) To change the name of the Corporation to North Shore Health System; and

(ii) To change the words "sole member", which appear in clause (a) of Paragraph 3 of the Certificate of Incorporation, to "sole voting member".

D. The text of the Certificate of Incorporation, as hereby amended, is hereby restated in full to read as follows:

1. The name of the Corporation is **North Shore Health System.**

2. The Corporation is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.

3. The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove, and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c) (3) of the Code and described in Section 509(a) (1) or (a) (2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c) (3) of the Code and described in Section 509(a) (1), (a) (2) or (a) (3) of the Code, of which this Corporation, North Shore University Hospital, North Shore University Hospital Research Corporation, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital at Glen Cove or North Shore University Hospital Foundation is or hereafter becomes the sole voting member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and

all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

4. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Corporation Law together with the power to maintain a fund or funds of real or personal property for any corporate purposes. The Corporation shall have the right to exercise such other powers as now are, or hereafter may be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

5. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual. Reasonable compensation, however, may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes.

6. Nothing contained herein shall authorize the Corporation to establish or operate a hospital or to provide hospital service or health related service, a drug maintenance program, a certified home health agency, a hospice, a health maintenance organization, or a comprehensive health services plan, as provided for by Articles 28, 33, 36, 40 and 44, respectively, of the Public Health Law or to solicit, collect or otherwise raise or obtain any funds, contributions, or grants, from any source, for the establishment or operation of any hospital.

7. Nothing herein shall be construed as authorizing the Corporation to operate an institution of higher learning or to engage in the practice of any of the professions designated in Title VIII of the Education Law. Nothing contained

herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404(b) through (u) of the Not-for-Profit Corporation Law.

8. Notwithstanding any other provision of these articles, the Corporation is organized exclusively for charitable purposes, as specified in Section 501 (c) (3) of the Code, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Code.

9. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except to the extent authorized by Section 501 (h) of the Code, or the corresponding provision of any future United States internal revenue law, during any fiscal year or years in which the Corporation has chosen to utilize the benefits authorized by that statutory provision) and the Corporation shall not participate in or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

10. The office of the Corporation shall be located in Nassau County, State of New York.

11. The Secretary of State is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: THE CORPORATION,
300 Community Drive, Manhasset, New York 11030.

12. In the event of dissolution, the assets and property of the Corporation remaining after payment of expenses and the satisfaction of all liabilities shall be distributed as determined by the Board of Directors and as approved by a court of competent jurisdiction for the not-for-profit purposes of the Corporation and/or to such charitable and educational organizations as shall qualify under Section 501 (c) (3) of the Code. Any of such assets not so distributed shall be disposed of for such purposes as approved by a Justice of the Supreme Court of the State of New York or such other court having jurisdiction over the Corporation.

E. This restatement of the Corporation's Certificate of Incorporation was duly authorized by a vote of a majority of the entire Board of Directors of the Corporation. There are no members of the Corporation entitled to vote.

IN WITNESS WHEREOF, this Certificate has been signed and the statements made herein are affirmed as true under the penalties of perjury this 9th day of May, 1995.

John S.T. Gallagher
President

Harry E. Gindi
Assistant Secretary

RESTATED
CERTIFICATE OF INCORPORATION
OF
NORTH SHORE REGIONAL HEALTH SYSTEM

The undersigned, a Justice of the Supreme Court of the State of New York, Tenth Judicial District, wherein is located the principal office of NORTH SHORE REGIONAL HEALTH SYSTEM, hereby approves the attached Reseated Certificate of Incorporation of NORTH SHORE REGIONAL HEALTH SYSTEM and the filing thereof.

May 24, 1995

JUSTICE OF THE SUPREME COURT
Tenth Judicial District
HON. MARVIN E. SEGAL

The undersigned has no objection to the granting of judicial approval hereon and waives statutory notice.

Attorney General
State of New York

By: _____

Dated: _____

THE UNDERSIGNED HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON AND WAIVES STATUTORY NOTICE
DENNIS C. VACCO, ATTORNEY GEN.
STATE OF NEW YORK
By Laura Wenz
May 17, 1995
Assistant Attorney General

.6.

sigsheet.wpd

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE
ALBANY, NY 12231

FILING RECEIPT

ENTITY NAME : NORTH SHORE HEALTH SYSTEM

DOCUMENT TYPE : NAME RESERVATION (NCH);(DOM, NFP)

SERVICE COMPANY : CT CORPORATION SYSTEM SERVICE CODE: 07

APPLICANT NAME : NORTH SHORE REGIONAL HEALTH SYSTEM

FILED: 04/05/1995 DURATION: 06/05/1995 CASH #: 950405000016 FILM #: 950405000061

ADDRESS FOR PROCESS

REGISTERED AGENT

** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

STATE OF NEW YORK
DEPARTMENT OF STATE
EXCELSIOR

FILER

NORTH SHORE REGIONAL HEALTH SYSTEM
% SUSAN ZINDER, NORTH SHORE UNIVERSITY
HOSPITAL, 300 COMMUNITY DRIVE
MANHASSET, NY 11030

FEES	35.00	PAYMENTS
FILING	10.00	CASH
TAX	0.00	CHECK
CERT	0.00	DRAWDOWN
COPIES	0.00	
HANDLING	25.00	

DOS-1025 (11/89)

RESTATED F95060100 0641

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE REGIONAL HEALTH SYSTEM

UNDER SECTION 805 OF
THE NOT-FOR-PROFIT CORPORATION LAW

JUN 1 10 30 AM '95

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NORTH SHORE UNIVERSITY HOSPITAL
300 COMMUNITY DRIVE
MANHASSET, NY 11030

2cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUN 01 1995
TAX $
BY:

-8-

950601

F 9808030005 30

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-for-Profit Corporation Law)

WE, THE UNDERSIGNED, being a Co-President and the Assistant Secretary of North Shore Health System, hereby certify:

A. The name of the corporation is North Shore Health System (the "Corporation"). The Corporation was formed under the name "North Shore Regional Health Services Corp."

B. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the New York State Not-for-Profit Corporation Law. A Restated Certificate of Incorporation was filed by the Department of State on June 1, 1995.

C. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law. The Corporation is a type B corporation under Section 201 of the Not-for-Profit Corporation Law and shall remain a type B corporation after the filing of this Certificate of Amendment.

D. The Certificate of Incorporation of the Corporation is hereby amended as follows:

(i) to add the North Shore University Hospital certified home health agency (a division of North Shore University Hospital), North Shore University Hospital at Plainview, and North Shore University Hospital at Forest Hills as organizations referenced in subsection (a) of paragraph 3,

(ii) to add a new subsection (b) of paragraph 3 wherein the Corporation accepts a specific delegation of financial responsibilities with respect to the operation of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, and North Shore University Hospital Center for Extended Care and Rehabilitation,

(iii) to add a new subsection (c) of paragraph 3 wherein the Corporation accepts a general delegation of decision making authority with respect to the operation of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, and North Shore University Hospital Center for Extended Care and Rehabilitation,

(iv) to renumber the remaining subsections of paragraph 3 to account for the inclusion of two new subsections,

(v) to delete paragraph 6 of the Certificate of Incorporation which restricts the Corporation from engaging in certain activities under the New York State Public Health Law, and

(vi) to amend the second sentence of paragraph 7 of the Certificate of Incorporation which restricts the Corporation from engaging in certain activities mentioned in the Not-for-Profit Corporation Law.

E. To effectuate the amendments described in Paragraph D(i), (ii), and (iii) of this Certificate of Amendment, Paragraph 3 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows:

(a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore University Hospital Research Corporation and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, or any of the aforementioned corporations, is or hereafter becomes the sole voting member;

(b) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise on behalf of each of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section

3

501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, authority to accept, utilize, transfer and share in the assets, revenues and income of each such corporation or group of corporations, as may be necessary or desirable to carry out the obligations of such corporation(s) pursuant to a master trust indenture or similar instrument, provided, however, that with respect to any other not-for-profit corporation subject to establishment by the New York State Public Health Council and not specifically named in this paragraph 3 of which the Corporation is or hereafter becomes the sole voting member or otherwise affiliates, no such authority shall be accepted or exercised except pursuant to delegation pursuant to Section 701 of the Not-for-Profit Corporation Law and until all approvals required by law, including the prior approval of the Public Health Council where applicable, shall have first been obtained;

(c) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise such additional decision making authority as is permitted to be exercised by a corporation with authority to operate a hospital, for and on behalf of North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, to the extent that such additional decision-making authority has been or is hereafter delegated to this Corporation by any of the corporations that are named or referred to in this clause (c); provided, however, that with respect to any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, the exercise of any such authority shall be subject to a prior delegation therefor by such other not-for-profit corporation

pursuant to Section 701 of the Not-for-Profit Corporation Law and the prior approval of the Public Health Council for the establishment of the Corporation and of such delegation, and further provided, that with respect to the corporations named or referred to herein and any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, any such additional decision-making authority shall be exercised by the Corporation only after compliance with the requirements for prior notice to the New York State Department of Health as set forth in the certificates of incorporation of the corporations named or referred to herein and any such other not-for-profit corporation, and further provided that any future amendment to this certificate of incorporation to reduce or relinquish such additional decision making authority shall require the prior approval of the Public Health Council. The Corporation shall provide a certified copy of any resolution of its board of trustees to cease exercising or surrender any such additional decision making authority with respect to any corporation named or referred to herein or any such other not-for-profit corporation subject to establishment by the New York State Public Health Council.

(d) to establish and conduct community educational programs relating to the promotion of health and general welfare; and

(e) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

F. To effectuate the amendment described in Paragraph D(v) of this Certificate of Amendment, paragraph 6 of the Certificate of Incorporation, which restricts the Corporation from engaging in certain activities under the New York State Public Health Law, is hereby deleted and replaced by the phrase "Intentionally Omitted".

G. To effectuate the amendment described in Paragraph D(vi) of this Certificate of Amendment, the second sentence of paragraph 7 of the Certificate of Incorporation is hereby amended to read as follows:

> Nothing herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Section 404 (a-n), (p), (r) or (s) of the Not-for-Profit Corporation Law.

H. This amendment to the Certificate of Incorporation of the Corporation was authorized by vote of the sole member of the Corporation in accordance with Section 802 of the Not-for-Profit Corporation Law of the State of New York.

I. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is 150 Community Drive, Great Neck, New York 11021, Attention: Vice President/Legal Affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment to the Restated Certificate of Incorporation on the 27th day of May, 1998 and affirm the statements made herein as true under penalties of perjury.

John S.T. Gallagher
Co-President

Harry E. Gindl
Assistant Secretary

[redacted]

7

* * * * * * *

I, HON. EDWARD W. McCARTY III *, the undersigned Justice of the Supreme Court of the State of New York, Tenth Judicial District, do hereby approve the foregoing Certificate of Amendment of North Shore Health System, under Section 803 of the Not-for-Profit Corporation Law.*

Dated: July 31st *, 1998*

Justice of the Supreme Court of the
State of New York
Tenth Judicial District

July 30, 1998

THE UNDERSIGNED HAS NO OBJECTION
TO THE GRANTING OF JUDICIAL
APPROVAL HEREON AND WAIVES
STATUTORY NOTICE
DENNIS C. VACCO, ATTORNEY GEN.
STATE OF NEW YORK

Assistant Attorney General

STATE OF NEW YORK
DEPARTMENT OF HEALTH
CORNING TOWER BUILDING
ALBANY, N.Y. 12237

PUBLIC HEALTH COUNCIL

June 24, 1998

Jerrold E. Hirsch, Ph.D.
Director
Hospital Planning Services
North Shore - Long Island Jewish Health System
150 Community Drive
Great Neck, New York 11021

Re: Certificate of Amendment of the Restated Certificate of Incorporation of North Shore Health System

Dear Dr. Hirsch:

AFTER INQUIRY and INVESTIGATION, and in accordance with action taken at a meeting of the Public Health Council held on the 20th day of March, 1998, I hereby certify that the Public Health Council consents to the filing of the Certificate of Amendment of the Restated Certificate of Incorporation of North Shore Health System, dated May 26, 1998.

Sincerely,

Donna Peterson for

Karen S. Westervelt
Executive Secretary

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F980803000530

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-For-Profit Corporation Law)

1-CC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 0 3 1998
TAX $ 0
BY: JJW
NASSAU

FILER: Lauren E. Galliker
Plunkett & Jaffe, P.C.
111 Washington Avenue
Albany, NY 12210

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NCR - 26

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-for-Profit Corporation Law)

WE, THE UNDERSIGNED, Michael J. Dowling and Harry E. Gindi, being respectively the President and the Assistant Secretary of North Shore Health System, hereby certify:

1. The name of the corporation is North Shore Health System (the "Corporation"). The Corporation was formed under the name "North Shore Regional Health Services Corp."

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 pursuant to the New York State Not-for-Profit Corporation Law. A Restated Certificate of Incorporation was filed by the Department of State on June 1, 1995.

3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and is a type B corporation under Section 201 of the Not-for-Profit Corporation Law, and shall remain a type B corporation after the filing of this Certificate of Amendment.

4. The Certificate of Incorporation of the Corporation is hereby amended, as authorized by Section 801 of the Not-for-Profit Corporation Law, to: (a) change the name of the Corporation to North Shore-Long Island Jewish Health Care, Inc.; (b) add Long Island Jewish Medical Center as an organization referenced in subsection (a) of Paragraph 3; (c) add Long Island Jewish Medical Center as an organization referenced in subsection (b) of Paragraph 3; (d) add Long Island Jewish Medical Center as an organization referenced in subsection (c) of Paragraph 3; and (e) wherever such names may appear in the Certificate of Incorporation, change the names of North Shore University Hospital Research Corporation and North Shore University Hospital Foundation to, respectively, North Shore-Long Island Jewish Research Institute and North Shore-Long Island Jewish Health System Foundation.

5. To effectuate the amendments described in Paragraph 4 (a) of this Certificate of Amendment, Paragraph 1 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The name of the Corporation is North Shore-Long Island Jewish Health Care, Inc.

6. To effectuate the amendments described in Paragraph 4 (b), (c) and (d) of this Certificate of Amendment, Paragraph 3 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows:

(a) to coordinate policy making and long range planning and to provide advisory and administrative support services for Long Island Jewish Medical Center, North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health ageney, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, North Shore-Long Island Jewish Research Institute and North Shore-Long Island Jewish Health System Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501 (c)(3) of the Code and described in Section 509(a)(1) or (a)(2) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation, or any of the aforementioned corporations, is or hereafter becomes the sole voting member;

(b) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise on behalf of each of Long Island Jewish Medical Center, North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, authority to accept, utilize, transfer and share in the assets, revenues and income of each such corporation or group of corporations, as may be necessary or desirable to carry out the obligations of such corporation(s) pursuant to a master trust indenture or similar instrument, provided, however, that with respect to any other not-for-profit corporation subject to establishment by the New York State Public Health Council and not specifically named in this paragraph 3 of which the Corporation is or hereafter becomes the sole voting member or otherwise affiliates, no such authority shall be accepted or exercised except pursuant to delegation pursuant to Section 701 of the Not-for-Profit Corporation Law and until all approvals

required by law, including the prior approval of the Public Health Council where applicable, shall have first been obtained;

(c) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation Law and to share in the exercise and to exercise such additional decision making authority as is permitted to be exercised by a corporation with authority to operate a hospital, for and on behalf of Long Island Jewish Medical Center, North Shore University Hospital (including, but not limited to, North Shore University Hospital certified home health agency, a division of North Shore University Hospital), North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, to the extent that such additional decision-making authority has been or is hereafter delegated to this Corporation by any of the corporations that are named or referred to in this clause (c) provided, however, that with respect to any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, the exercise of any such authority shall be subject to a prior delegation therefore by such other not-for-profit corporation pursuant to Section 701 of the Not-for-Profit Corporation Law and the prior approval of the Public Health Council for the establishment of the Corporation and of such delegation, and further provided, that with respect to the corporations named or referred to herein and any such other not-for-profit corporation subject to establishment by the New York State Public Health Council, any such additional decision-making authority shall be exercised by the Corporation only after compliance with the requirements for prior notice to the New York State Department of Health as set forth in the certificates of incorporation of the corporations named or referred to herein and any such other not-for-profit corporation, and further provided that any future amendment to this certificate of incorporation to reduce or relinquish such additional decision making authority shall require the prior approval of the Public Health Council. The Corporation shall provide a certified copy of any resolution of its board of trustees to cease exercising or surrender any such additional decision making authority with respect to any corporation named or referred to herein or any such other not-for-profit corporation subject to establishment by the New York State Public Health Council.

(d) to establish and conduct community educational programs relating to the promotion of health and general welfare; and

(e) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, or attainment of the foregoing purposes.

7. This amendment to the Certificate of Incorporation of the Corporation was authorized by vote of the sole member of the corporation in accordance with Section 802 of the Not-for-Profit Corporation Law of the State of New York.

8. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is 150 Community Drive, Great Neck, New York 11021, Attention: Office of Legal Affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment to the Certificate of Incorporation on this 30th day of January, 2003 and hereby affirm, under the penalties of perjury, the statements made herein are true and correct.

Michael J. Dowling
President and
Chief Executive Officer

Harry E. Gindi
Assistant Secretary

[redacted]

STATE OF NEW YORK
DEPARTMENT OF HEALTH
CORNING TOWER BUILDING
ALBANY, N.Y. 12237

PUBLIC HEALTH COUNCIL

June 4, 2003

Ms. Adele Herman
Director, Strategic Planning and
Program Development
North Shore Health System
150 Community Drive
Great Neck, New York 11021

Re: Certificate of Amendment of the Certificate of Incorporation of North Shore Health System

Dear Ms. Herman:

AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health Council held on the 14th day of March, 2003, I hereby certify that the Public Health Council consents to the filing of the Certificate of Amendment of the Certificate of Incorporation of North Shore Health System, dated January 30, 2003.

Sincerely,

Donna Peterson for

Karen S. Westervelt
Executive Secretary

5

Index #
11229/03

NORTH SHORE HEALTH SYSTEM
CERTIFICATE OF AMENDMENT
Dated July 16, 2003

The Attorney General has no objection to the granting of Judicial approval hereon, acknowledges receipt of statutory notice and demands service of the filed certificate. Said no objection is conditioned on submission of the matter to the Court within 30 days hereafter.

ELIOT SPITZER
ATTORNEY GENERAL
STATE OF NEW YORK

By: Ronald Turbin

Ronald Turbin
Assistant Attorney General

Date: July 16, 2003

I, MARVIN E. SEGAL, a Justice of the Supreme Court of the State of New York for the TENTH Judicial District do hereby approve of the foregoing Certificate of Amendment of the Certificate of Incorporation of NORTH SHORE HEALTH SYSTEM and consent that the same be filed.

Date: 24 July 03

Marvin E. Segal
J.S.C.

ENTERED

JUL 25 2003

NASSAU COUNTY
COUNTY CLERK'S OFFICE

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COUNTY CLERK'S OFFICE
STATE OF NEW YORK, } SS:
COUNTY OF NASSAU }

I, KAREN V. MURPHY, CLERK OF THE COUNTY OF NASSAU AND OF THE SUPREME AND COUNTY COURTS, COURTS OF RECORDS, DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED WITH THE ORIGINAL _____ FILED IN MY OFFICE ON THE _____ DAY OF _____ AND THAT THE SAME IS A TRUE TRANSCRIPT THEREOF, AND OF THE WHOLE OF SAID ORIGINAL.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY COURT ON THE _____ DAY OF _____

KAREN V. MURPHY

_____ CLERK

F030801000564

NCR - 26

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCOPORATION

OF

NORTH SHORE HEALTH SYSTEM

(Under Section 803 of the Not-For-Profit Corporation Law)

SAC

Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193

1cc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED AUG 01 2003
TAX $ SAC
BY: Nass

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DRAWDOWN

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CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE-LONG ISLAND JEWISH HEALTH CARE, INC.

Under Section 803 of the Not-for-Profit Corporation Law

WE, THE UNDERSIGNED, Michael J. Dowling and Harry E. Gindi, being respectively the President and Assistant Secretary of North Shore-Long Island Jewish Health Care, Inc., hereby certify:

1. The name of the corporation is North Shore-Long Island Jewish Health Care, Inc. (hereinafter called the "Corporation"). The Corporation was formed under the name "North Shore Regional Health Services Corp.".

2. The Certificate of Incorporation of the Corporation was filed by the Department of State on March 1, 1988 under the Not-for-Profit Corporation Law.

3. The Corporation is a corporation as defined in subparagraph (a) of Section 102 of the Not-for-Profit Corporation Law and is a Type B corporation under Section 201 of the Not-for-Profit Corporation Law, and shall remain a Type B corporation after the filing of this Certificate of Amendment.

4. The Certificate of Incorporation of the Corporation is hereby amended, as authorized by Section 801 of the Not-for-Profit Corporation Law to: (a) add Franklin Hospital (including the Orzac Center for Extended Care and Rehabilitation), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital as organizations referenced in subsection (a) of Paragraph 3; (b) add Franklin Hospital (including the Orzac Center for Extended Care and Rehabilitation), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital as organizations referenced in subsection (b) of Paragraph 3; and (c) wherever such names may appear in the Certificate of Incorporation, in order to reflect the changed names of such corporations, change the names of North Shore-Long Island Jewish Research Institute to The Feinstein Institute for Medical Research, North Shore University Hospital at Glen Cove to Glen Cove Hospital, North Shore University Hospital at Plainview to Plainview Hospital, North Shore University Hospital at Forest Hills to Forest Hills Hospital, North Shore University Hospital Center for Extended Care and Rehabilitation to North Shore University Hospital Stern Family Center for Extended Care and Rehabilitation.

5. To effectuate the amendments described in Paragraph 4 (a), (b) and (c) of this Certificate of Amendment, Paragraph 3 of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

The purposes of the Corporation, which are exclusively charitable, within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows:

(a) to coordinate policy making and long range planning and to provide advisory and administrative support services for North Shore University Hospital (including, but not limited to North Shore University Hospital certified home health agency, a division of North Shore University Hospital, and Syosset Hospital, a division of North Shore University Hospital), Long Island Jewish Medical Center, Glen Cove Hospital, Plainview Hospital, Forest Hills Hospital, North Shore University Hospital Stern Family Center for Extended Care and Rehabilitation, The Feinstein Institute for Medical Research, North Shore-Long Island Jewish Health System Foundation, Franklin Hospital (including Orzac Center for Extended Care and Rehabilitation, a division of Franklin Hospital), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501 (c)(3) of the Code and described in Sections 509 (a)(1) or (2) of the Code, and such other organizations under Section 501 (c)(3) of the Code and described in Sections 509 (a)(1), (2) or (3) of the Code, of which this Corporation or any of the aforementioned corporations, is or hereafter becomes the sole voting member;

(b) to accept delegations pursuant to Section 701 of the Not-for-Profit Corporation law and to share in the exercise and to exercise on behalf of each of North Shore University Hospital (including, but not limited to North Shore University Hospital certified home health agency, a division of North Shore University Hospital and Syosset Hospital, a division of North Shore University Hospital), Long Island Jewish Medical Center, Glen Cove Hospital, Plainview Hospital, Forest Hills Hospital, North Shore University Hospital Stern Family Center for Extended Care and Rehabilitation, Franklin Hospital (including Orzac Center for Extended Care and Rehabilitation, a division of Franklin Hospital), Huntington Hospital, Lenox Hill Hospital, Southside Hospital and Staten Island University Hospital, and any other not-for-profit corporation which is an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1),(2) or (3) of the Code of which this Corporation is or hereafter becomes the sole established voting member or co-operator, authority to accept, utilize, transfer and share in the assets, revenue and income of each such corporation or group of corporations, as may be necessary or desirable to carry out the obligations of such corporation(s) pursuant to a master trust indenture or similar instrument, provided, however, that with respect to any other not-for-profit corporation subject to establishment by the New York State Public Health Council and not specifically named in this Paragraph 3 of which the Corporation is or hereafter becomes the sole voting member or otherwise affiliates, no such authority shall be accepted or exercised except pursuant to delegation pursuant to Section 701 of the Not-for-Profit Corporation Law and until all approvals required by law, including the approval of the Public Health Council where applicable, have first been obtained;

7. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him as agent of the Corporation is: North Shore-Long Island Jewish Health Care, Inc., c/o North Shore- Long Island Jewish Health System, Inc., 145 Community Drive, Great Neck, New York 11021, Attention: Office of Legal Affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment on this 17th day of March, 2011, and hereby affirm, under penalties of perjury, that the statements herein are true.

Name: Michael J. Dowling
Title: President and Chief Executive Officer

Name: Harry E. Gindi
Title: Assistant Secretary

North Shore-Long Island Jewish Health Care, Inc.

I, Hon. Anthony L. Parga, a Justice of the Supreme Court of the State of New York for the Tenth Judicial District do hereby approve of the foregoing Certificate of Amendment of the Certificate of Incorporation of North Shore-Long Island Jewish Health Care, Inc. and consent that the same be filed.

Date: 9/12/11

Hon. Anthony Parga
J.S.C.

THE ATTORNEY GENERAL HAS NO OBJECTION TO THE GRANTING OF JUDICIAL APPROVAL HEREON, ACKNOWLEDGES RECEIPT OF STATUTORY NOTICE AND DEMANDS SERVICE OF THE FILED CERTIFICATE. SAID NO OBJECTION IS CONDITIONED ON SUBMISSION OF THE MATTER TO THE COURT WITHIN 60 DAYS HEREAFTER.

Paula Gellman 9-25-11
ASSISTANT ATTORNEY GENERAL DATE
Paula Gellman

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

433 River Street, Suite 303
Troy, New York 12180

(518) 402-0964
PHHPC@health.state.ny.us

August 23, 2011

Ms. Adele N Herman
Assistant Vice President Strategic Planning
North Shore Long Island Jewish Health Care, Inc.
145 Community Drive
Great Neck, New York 11021

Re: Application No. 102453 North Shore Long Island Jewish Health Care, Inc. (Nassau County)

Dear Ms. Herman:

I HEREBY CERTIFY THAT AFTER INQUIRY and investigation, the application of North Shore Long Island Jewish Health Care, Inc. is APPROVED, the contingencies having now been fulfilled satisfactorily. The Public Health and Health Planning Council considered this application and imposed the contingencies at its meeting of June 16, 2011.

Public Health and Health Planning Council approval is not to be construed as approval of property costs or the lease submitted in support of the application. Such approval is not to be construed as an assurance or recommendation that property costs or lease amounts as specified in the application will be reimbursable under third party payor reimbursement guidelines.

To complete the requirements for certification approval, please contact the Metropolitan Area/Regional Office of the New York State Office of Health Systems Management, 90 Church Street, New York, New York 10007 or (212) 417-5990, within 30 days of receipt of this letter.

Sincerely,

Colleen M. Frost

Colleen M. Frost
Executive Secretary

/cf

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CERTIFICATE OF AMENDMENT

OF

THE CERTIFICATE OF INCORPORATION

OF

NORTH SHORE-LONG ISLAND JEWISH HEALTH CARE, INC.

Under Section 803 of the Not for Profit Corporation Law

2011 SEP 16 AM 9:36

2011 SEP 15 PM 2:10

ICC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

SEP 16 2011

TAX $

BY:

Filer:
Nixon Peabody LLP
1100 Clinton Square
Rochester, NY 14604-1792

Customer Reference #38128

NASS

LCS
DRAWDOWN - #AL

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NORTH SHORE-LONG ISLAND JEWISH HEALTH CARE, INC.

BY-LAWS

As amended through February 19, 2015

52056

TABLE OF CONTENTS

Article I	Name	1
Article II	Membership	2
Article III	Board of Trustees	3
Article IV	Meetings of the Board of Trustees	7
Article V	Corporate Officers	9
Article VI	Committees	12
Article VII	Funds and Property	19
Article VIII	Indemnification	20
Article IX	Amendments	23
Article X	Miscellaneous	24

Article I

Name

Section 1.1 **Name**. This corporation shall be known as North Shore-Long Island Jewish Health Care, Inc. (hereinafter the "Corporation").

Article II

Membership

Section 2.1 **Member**. The sole member of the Corporation shall be North Shore-Long Island Jewish Health System, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (hereinafter in such capacity referred to as the "Member").

Section 2.2 **Annual Meeting**. The Annual Meeting of the Member for the election of Trustees and for the transaction of such other business as may properly come before the meeting shall be held each year on such date and at the place and time as may be fixed by the Member.

Section 2.3 **Special Meetings.** Special meetings of the Member may be called by the Chairman of the Board or by order of the Board of Trustees when deemed expedient.

Section 2.4 **Action by Member**. Any action to be taken by the Member pursuant to these By-laws shall be deemed to have been validly taken if either: (i) it is taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed by either the Chairman, Chief Executive Officer or another officer of the Member; or (ii) it is taken in the form of a validly taken action of the Board of Trustees or of the Executive Committee of the Member. Notwithstanding any other provision of these By-laws, any action which can or is required to be taken by the Board of Trustees of the Corporation may be taken by the Member, provided that if an action to elect a particular Trustee as Chairman of the Board requires the vote of more than a majority of the entire Board of Trustees pursuant to Section 4.7 hereof, such action has been approved by the Trustees or Members of North Shore-Long Island Jewish Health System, Inc. by a percentage vote equal to the percentage under Section 4.7 hereof required for the election of such Trustee as Chairman of the Board of the Corporation.

Article III

Board of Trustees

Section 3.1 **Duties and Responsibilities**. The Corporation shall be managed by the Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the affairs and property of the Corporation as it may deem proper, not inconsistent with the laws of the State of New York, the Certificate of Incorporation of the Corporation or these By-laws.

Section 3.2 **Number of Trustees**. The number of Trustees constituting the entire Board of Trustees of the Corporation shall initially be the number of Trustees elected and in office immediately after the Annual Meeting of the Member held in 2000. At all times after such Annual Meeting, the number of Trustees may be changed and fixed from time to time by a vote of the Member or by a vote of the majority of the entire Board of Trustees, by the actions of electing, removing or accepting the resignations of Trustees, with the number of Trustees elected and in office at any time being the number so fixed. The number of Trustees in office at any given time shall constitute the entire Board for purposes of the Not-for-Profit Corporation Law. The Chief Executive Officer of the Corporation shall at all times, by virtue of his or her office, be a voting member of the Board of Trustees and shall for all purposes of these By-laws be counted as such in determining the number of Trustees constituting the entire Board of Trustees of the Corporation.

Section 3.3 **Qualifications of Trustees**. Persons elected to the Board of Trustees shall be of good moral character and reputation and of suitable age and discretion. In selecting Trustees, consideration should be given to the candidate's:

(a) demonstrated interest in the objectives and purposes of the Corporation;

(b) willingness to accept responsibility for governance, including availability to participate actively in matters related to the Corporation;

(c) areas of interest and expertise;

(d) experience in organizational and communal activities; and

(e) commitment to the philanthropic mission of the Corporation.

Section 3.4 **Election of Trustees**. Trustees shall be elected, and newly created Trusteeships or vacancies shall be filled, by the Member in accordance with Article II. Newly created Trusteeships and vacancies may also be filled by vote of a majority of the entire Board of Trustees, as provided in Section 3.6.

Section 3.5 **Classification of Board**. The Trustees of the Corporation shall be divided into three classes of staggered three-year terms, with each class to consist of an approximately equal number of Trustees. The exact number of Trustees in each class and the designation and membership of each class shall be determined by the Member or the Board of Trustees, so that persons may be elected to serve in any class. At each Annual Meeting of the Member, the term of one class shall expire and Trustees shall be elected to a successor class to serve for a term of three years or until their successors are elected and qualified.

Section 3.6 **Newly Created Trusteeships; Vacancies**. If the number of Trustees is changed, any newly created Trusteeships or any decrease in Trusteeships shall be so apportioned among the classes as to make all classes as nearly equal in number as possible. If newly created Trusteeships are filled by the Board of Trustees or by the Member, there shall be no classification of the additional Trustees until the next Annual Meeting of the Member. Newly created Trusteeships resulting from an increase in the number of Trustees, and vacancies among such Trusteeships occurring for any reason, may be filled by vote of the Member or by vote of a majority of the Trustees then in office. A Trustee elected to fill a vacancy shall hold office until the next Annual Meeting of the Member or until his or her successor is elected and qualified.

Section 3.7 **Resignation**. Any Trustee may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board, or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof.

Section 3.8 **Compensation**. Trustees shall not receive compensation for serving as Trustees, provided however that nothing herein shall be construed to prevent a Trustee from serving the Corporation in another capacity for which compensation is received. No Trustee shall be permitted to vote on the compensation to be paid to him or her in any capacity, provided that the presence of such Trustee may be counted in determining the presence of a quorum.

Section 3.9 **Removal of Trustees**. (a) Any Trustee may be removed for cause by a vote of the Member or by a vote of the Board of Trustees, provided there is a quorum of not less than a majority present at the meeting of Trustees or the Member at which such action is taken. Any Trustee may also be removed without cause by the Member. At least five days' notice that the removal for cause of such Trustee will be considered at a meeting of either the Board of Trustees or the Member shall be given to the Trustees or to the Member, as applicable.

(b) The failure of a Trustee to execute and deliver to the Corporation or its affiliates in a timely manner completed questionnaires, forms, schedules or other documents required by the Corporation or its affiliates for compliance with governmental laws, rules or regulations; or in connection with applications for governmental approvals submitted by the Corporation or its affiliates (including, but not limited to, Certificate of Need applications); or for compliance with policies and procedures of the Corporation or

its affiliates applicable to Trustees (including, but not limited to, Conflicts of Interest disclosure forms and questionnaires, and mandatory compliance training), shall constitute grounds for the removal of such Trustee for cause. The removal of a Trustee for cause under this Section 3.9 (b) may be effectuated by a vote of the Executive Committee. A Trustee who has been removed for cause under this Section 3.9 (b) may be redesignated by the Executive Committee, in the exercise of its discretion, as an Honorary Trustee.

Section 3.10 Special Categories of Trustees

(a) **Life Trustee**. A person who, in the opinion of the Member or the Board of Trustees, has served with distinction as a Trustee of the Corporation or one of its affiliates over a period of years or has otherwise rendered distinguished service to the Corporation or one of its affiliates, may be elected as a Life Trustee by either the Board of Trustees or the Member. A Life Trustee shall have the right to attend all meetings of the Board of Trustees and of the Member and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees. A Life Trustee shall retain such title without the necessity of re-election by the Board of Trustees or the Member.

(b) **Honorary Trustee**. A person who, in the opinion of the Member or the Board of Trustees, has rendered valued service to the Corporation or one of its affiliates, may be elected as an Honorary Trustee by either the Board of Trustees or the Member. An Honorary Trustee shall have the right to attend all meetings of the Board of Trustees and of the Member and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees. An Honorary Trustee may be elected to serve for a term of up to three years and shall be subject to re-election by the Board of Trustees or the Member.

(c) **Associate Trustees**. The Member or the Board of Trustees may elect as an Associate Trustee a person who has a demonstrated interest in the objectives and purposes of the Corporation or its affiliates and in the philanthropic mission of the Corporation or its affiliates. An Associate Trustee may be elected to serve for a term of up to three years, and shall be subject to re-election by the Board of Trustees or the Member. He or she may serve as a member of committees, other than Committees of the Board, when duly appointed thereto and shall be invited to attend the Annual Meeting of the Board of Trustees and the Member. An Associate Trustee shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees. The Associate Trustees may be organized into committees in furtherance of the philanthropic mission of the Corporation and its affiliates. Annually the Associate Trustees will be invited to give a report on their activities to the Board of Trustees.

(d) **Associate Trustees/Emeritus**. The Member or the Board of Trustees may elect as an Associate Trustee/Emeritus a person who formerly served as an Associate Trustee and is no longer serving in that capacity, if in the opinion of the Member or the Board of Trustees such person has rendered valued service to the

Corporation or its affiliates as an Associate Trustee and the Member or the Board of Trustees consider it desirable for the Corporation to continue to maintain a relationship with such person in furtherance of the philanthropic mission of the Corporation and its affiliates. An Associate Trustee/Emeritus may retain such title without the necessity of re-election by the Member or Board of Trustees. An Associate Trustee/Emeritus shall be invited to attend the Annual Meeting of the Board of Trustees and the Member, but shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees.

(e) A person elected as a Life Trustee, Honorary Trustee, Associate Trustee, or Associate Trustee/Emeritus shall serve at the pleasure of the Board of Trustees and may be removed at any time without cause by the Board of Trustees or the Executive Committee.

Article IV

Meetings of the Board of Trustees

Section 4.1 **Annual Meeting**. The Annual Meeting of the Board of Trustees for the election of Corporate Officers of the Corporation and for the transaction of such other business as may properly come before the Board shall be held in the month of June of each year, on such date in such month and at the place and time as may be fixed by the Board of Trustees, or at such other place and time as shall be established from time to time by the Board of Trustees.

Section 4.2 **Regular Meetings**. Regular meetings of the Board of Trustees shall be held at such times and places as may be determined by the Board of Trustees. The Board of Trustees shall be expected to meet at least four times per year, including its Annual Meeting.

Section 4.3 **Special Meetings**. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board, or by the Chairman-Elect or any Vice Chairman in the absence of the Chairman of the Board, and shall be called by the Secretary upon the written request of not less than ten percent of the members of the Board of Trustees. Special meetings shall be held at the offices of the Corporation or at such other place as may be designated in the notice of the meeting, and at the time and date specified in the notice of the meeting or in the waiver of notice thereof.

Section 4.4 **Notice of Meeting**. All meetings of the Board of Trustees shall be held upon notice. Notice of meetings of the Board of Trustees shall be mailed to each Trustee at the address designated by him or her for such purpose or, if none is designated, at his or her last known address, not less than ten days before the day on which the meeting is to be held, or sent by telegram, facsimile transmission or electronic mail to such address or delivered to such Trustee personally, in each case not less than seven days before the day of such meeting. Notwithstanding the foregoing, special meetings of the Board of Trustees may be held with only one day's notice sent by telegram, facsimile transmission or electronic mail, or delivered personally, to each Trustee at such address. Notice of any meeting of the Board of Trustees shall also constitute notice of a meeting of (i) the Member; and (ii) the Executive Committee (to be held at the same place and time as, or in lieu of, such meeting of the Board of Trustees in the event a quorum of the Board of Trustees is not present at such meeting). Notice of a meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc. shall constitute notice of a meeting of the Board of Trustees of this Corporation to be held at the same place as and concurrently with or immediately following such meeting of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc., provided that at the time such notice is given, all members of the Board of Trustees of this Corporation are members of the Board of Trustees of North Shore-Long Island Jewish Health System, Inc.

Section 4.5 **Waiver of Notice of Meeting**. Notice of any meeting need not be given to any Trustee who signs a waiver of notice before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement the lack of notice thereof.

Section 4.6 **Quorum**. Except as may otherwise expressly be required by law or these By-laws, the presence of a number of Trustees sufficient to constitute a quorum as provided herein shall be necessary for the transaction of business at all meetings of the Board of Trustees. The number of Trustees sufficient to constitute a quorum at any time shall be equal to one-quarter of the entire Board of Trustees. In the absence of a quorum, a majority of the Trustees present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.7 **Voting**. Except as otherwise provided in Section 3.8 of these By-Laws, each Trustee shall be entitled to one vote on each matter submitted to a vote of Trustees. At all meetings of the Board of Trustees, all matters shall be decided by the vote of a majority of the Trustees present at the time of such vote, if a quorum is present at such time, except as otherwise expressly required by law or by these By-laws. In accordance with Section 5.7 hereof, the affirmative vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize the election of a particular Trustee as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof, after receipt of the recommendation of the Nominating Committee given in accordance with Section 6.11 hereof.

Section 4.8 **Action by Board of Trustees Without a Meeting**. Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if all members of the Board of Trustees consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board of Trustees.

Section 4.9 **Telephonic Participation in Meetings**. All members of the Board of Trustees shall be permitted to participate in a meeting of the Board of Trustees by means of a conference telephone call or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V

Corporate Officers

Section 5.1 **Corporate Officers**. The Corporate Officers of the Corporation shall consist of a Chairman of the Board of Trustees (sometimes referred to herein as "Chairman of the Board" or "Chairman"), a Chief Executive Officer, a Treasurer and a Secretary. In addition, the Board of Trustees may as it deems appropriate from time to time, elect a President, a Chief Operating Officer, one or more Vice Presidents (including Executive and Senior Vice Presidents), one or more Assistant Secretaries, and such other officers as the Board shall determine to be necessary. The Board of Trustees may also elect, from among its number, such Vice Chairmen as are recommended by the Nominating Committee. The Vice Chairmen and other Corporate Officers elected by the Board of Trustees shall perform such duties as may be assigned to them from time to time by the Board of Trustees. The Chairman and Chairman-Elect, any Vice Chairmen, and the Chief Executive Officer shall be Trustees; all other Corporate Officers may, but need not, be Trustees. Two or more titles may be held by the same person, but the offices of Chief Executive Officer and Secretary shall not be held concurrently by the same person. The Board of Trustees may elect a successor to the Chairman of the Board (the "Chairman-Elect") at such time as the Board of Trustees may determine, with one year in advance of the anticipated commencement of his or her term as Chairman of the Board being customary. During the interim period between his or her election as Chairman-Elect and the commencement of his or her term as Chairman of the Board, the Chairman-Elect shall become familiar with the duties of the Chairman of the Board. The Chairman of the Board shall, in his or her reasonable discretion, involve the Chairman-Elect in the decision-making process with respect to matters for which the Chairman of the Board is responsible and permit the Chairman-Elect to attend meetings which the Chairman of the Board would be permitted or required to attend, review documents customarily reviewed or analyzed by the Chairman of the Board, and be privy to all aspects of the Corporation's business and activities. Each person elected under this Section 5.1 shall be a "Corporate Officer."

Section 5.2 **Chairman of the Board.** The Chairman of the Board shall preside at all meetings of the Board of Trustees, and shall coordinate the work of all committees. The Chairman of the Board shall be chairman of the Executive Committee and an *ex officio* voting member of all other Committees of the Board of Trustees and Committees of the Corporation, subject to applicable law, and except to the extent precluded by these By-laws and applicable law, shall appoint, and may remove, the members and chairmen of all committees, with the exception of Committees of the Board and other committees whose membership consists of specified officers or other specified persons as may be prescribed in these By-laws, provided, however, that the Chairman of the Board shall appoint the chairman of the Audit and Corporate Compliance Committee from among the members thereof. The Chairman of the Board shall have the authority to determine the membership of any committee provided for in these By-laws whose membership is not fixed by these By-laws or whose membership is to be determined as otherwise provided herein. The Chairman of the Board shall select individuals to serve on committees on the

basis of their interest in the purposes of the committee and their ability and willingness to participate actively in the work of the committee.

Section 5.3 **Chief Executive Officer**. The Chief Executive Officer shall have all necessary authority with respect to and be responsible for the administration of all departments of the Corporation, subject only to the policies adopted and decisions made by the Board of Trustees. The Chief Executive Officer shall recommend to the Board of Trustees for its approval the overall strategy of the Corporation and its organizational structure. The Chief Executive Officer shall be the direct executive representative of the Board of Trustees in the management of the operations of the Corporation.

Section 5.4 **Treasurer**. The Treasurer shall be responsible for supervision of the care and custody of all funds and securities of the Corporation, shall keep or cause to be kept a full and accurate account of all monies received and paid on account of the Corporation and shall render a statement of accounts whenever the Board of Trustees shall require. The Treasurer shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.5 **Secretary**. The Secretary (or any Assistant Secretary in the absence of the Secretary) shall record all votes and the minutes of all proceedings of the Board of Trustees in a minute book to be kept permanently for such purpose, shall give or cause to be given all notices required by law or by these By-laws, shall have custody of the corporate seal and authority to affix the same to any obligation, instrument or contract executed on behalf of the Corporation and, when so affixed, to attest the same by signature, shall keep and account for all books, documents, papers and records of the Corporation, except those for which another officer or agent is properly accountable, and shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.6 **Powers and Duties of Officers**. The powers and duties of the Corporate Officers shall be such as may be prescribed pursuant to these By-laws or from time to time by the Board of Trustees and, to the extent not so prescribed, as usually appertain to their respective offices, subject to the control of the Board of Trustees.

Section 5.7 **Election; Term of Office of Officers**. Except as provided herein and in Section 5.9 hereof, Corporate Officers shall be elected at the Annual Meeting of the Board of Trustees or at such other times at which the Board of Trustees may elect a Corporate Officer, and shall hold office until the next Annual Meeting of the Board of Trustees or until their successors shall have been elected and qualified. Corporate Officers may serve an unlimited number of terms, provided, however, that no Trustee shall be elected to or hold the office of Chairman of the Board for one or more terms the total length of which exceeds five years in the aggregate unless otherwise recommended by a vote of not less than eighty percent of the members of the Nominating Committee and authorized by a vote of not less than eighty percent of the members of the Board of Trustees as set forth in Sections 4.7 and 6.11 hereof. Notwithstanding the foregoing, a Trustee who has held the position of Chairman of the Board for five years may be

elected, without the necessity of either such eighty percent vote, to serve for an additional term of up to six months, if the additional term is necessary to accommodate the deferred commencement of the term of office of his or her successor. Nothing herein**,** including the five-year limitation described above, is intended to prohibit a Trustee from holding a different office after vacating the office of Chairman of the Board.

Section 5.8 **Resignation; Removal of Officers**. Any Corporate Officer may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. Any person serving as the Chairman of the Board or the Chief Executive Officer may be removed from such office with or without cause at any time by the Board of Trustees provided, however, that such action may be taken only at a meeting of the Board of Trustees the notice for which contains a statement that such action would be considered at the meeting. Any person serving as a Corporate Officer in any other capacity may be removed from such office with or without cause at any time by the Board of Trustees.

Section 5.9 **Vacancies**. Vacancies in any Corporate Officer position, whether occurring by death, resignation, removal or otherwise, may be filled at any time by the Board of Trustees.

Section 5.10 **Honorary Chairman of the Board**. The office of Honorary Chairman of the Board shall be an honorary office, which shall impose on the holder thereof no official duties or burdens. The holder of such office shall have the right to attend all meetings of the Board of Trustees and of the Member and to participate in their discussions, and shall lend to the Trustees, the Member and other officers such advice, counsel and assistance as they may desire and as the holder of such office may be able and willing to give. The holder of such office may also serve as a member of the Board of Trustees if elected thereto, in which event he or she shall have all of the rights and privileges of both offices.

Section 5.11 **Administrative Officers and Positions**. The Chief Executive Officer may from time to time designate new or additional administrative titles, including but not limited to Senior Vice President and Vice President, and may appoint persons to fill such administrative positions. Any persons appointed to such positions shall be considered administrative officers of the Corporation, shall have such powers and duties as may be assigned to them from time to time by the Chief Executive Officer, and shall serve at the pleasure of the Chief Executive Officer. Despite their administrative titles, however, such persons shall not be Corporate Officers of the Corporation.

Article VI

Committees

Section 6.1 Appointment of Committees.

(a) The Board of Trustees, by resolution adopted by a majority of the entire Board, may designate from among its members Committees of the Board of Trustees (sometimes referred to in these By-laws as "Committees of the Board"), each consisting of three or more Trustees, and each of which, to the extent provided in such resolution or in these By-laws, shall have all of the authority of the Board of Trustees which lawfully may be delegated to such a committee. Except as otherwise provided in these By-laws, the Board of Trustees shall designate the members of each Committee of the Board of Trustees at the Annual or other meeting of the Board of Trustees. Members of Committees of the Board shall serve for one-year terms or until their successors are designated. Members of all Committees of the Board shall serve at the pleasure of the Board of Trustees. By virtue of their office, the Chairman and the Chief Executive Officer shall be members of all Committees of the Board of Trustees and of all Committees of the Corporation, subject to applicable law, provided that the Chief Executive Officer shall not be a member of the Compensation Committee or the Audit and Corporate Compliance Committee.

(b) The Board of Trustees may create such committees other than Committees of the Board of Trustees as it may deem desirable. Such committees shall have only the powers specifically delegated to them by the Board of Trustees.

(c) Committees other than Committees of the Board of Trustees created by the Board of Trustees shall be Committees of the Corporation. The members of Committees of the Corporation need not be Trustees.

(d) There shall exist an Executive Committee, a Compensation Committee and an Audit and Corporate Compliance Committee as Committees of the Board of Trustees. Such Committees shall have such powers, duties and responsibilities as may be prescribed by these By-laws or the Board of Trustees. The other Committees and Sub-committees provided for in this Article VI shall be considered Committees of the Corporation. Committees of the Corporation will have no authority of the Board of Trustees but may advise on matters within their specified areas of concern, but the naming and description of such committees does not require them to consider or advise on all such matters. Each Committee of the Corporation shall serve at the pleasure of the Board of Trustees, which may create new committees or eliminate or combine any or all of the committees or sub-committees provided for in this Article VI, subject to any required appropriate amendments to this Article VI.

Section 6.2 Meetings of Committees. Each Committee of the Board of Trustees, and each Committee of the Corporation, may adopt its own rules of procedure consistent with these By-laws. In the absence of a contrary provision in rules adopted by

a committee, the following rules shall apply. Committees may meet either regularly at stated times or specially on written notice, given by the chairman or vice-chairman of such committee or members constituting not less than one-third of the full membership of such committee, at least six days in advance thereof by mail, or one day in advance by telegraph, telephone, facsimile transmission, electronic mail or personal delivery to all members thereof or on such other notice as the committee or the Board of Trustees in creating such committee may determine. Notice of any meeting need not be given to any member, however, if waived by such member before or after the meeting in writing. No notice need be given of any meeting to any member who attends such meeting without protesting prior to such meeting or at the commencement thereof the lack of notice of such meeting. Committees of the Board shall keep regular minutes of their proceedings, reflecting business conducted, including findings, conclusions and recommendations, and shall report such minutes to the Board of Trustees when required. Committees of the Corporation shall keep such minutes and prepare such reports as may be required or as they determine are appropriate for matters on which they advise. Except as otherwise expressly required by law or by these By-laws or unless otherwise determined by the Board of Trustees, one-third of the members of a committee shall constitute a quorum and the action of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. No committee other than a Committee of the Board of Trustees shall commit the Corporation to any obligation, course of conduct or procedure unless such obligation, course of conduct or procedure is expressly delegated to such committee in these By-Laws or duly authorized by the Board of Trustees.

Section 6.3 **Action by Committees Without a Meeting**. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the committee.

Section 6.4 **Telephonic Participation in Meetings**. Any one or more of the members of a committee shall be permitted to participate in a meeting of such committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 6.5 **Executive Committee**.

(a) The Nominating Committee shall nominate, subject to election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, with the exact number of Trustees on such Committee to be fixed from time to time by the election or designation of members for such Committee. With the exception of (x) persons specified in these By-laws to be nominated as *ex officio* voting members of the Executive Committee, and (y) persons nominated pursuant to agreements with sponsored institutions, the Nominating Committee shall not consider any member of the Board of Trustees for nomination or renomination to the Executive Committee (i)

subsequent to such member's 80th birthday; and (ii) without the unanimous consent of the Nominating Committee, subsequent to such member's 75th birthday. Each of the following shall be nominated as an *ex officio* voting member of the Executive committee: (A) the Chief Executive Officer; and (B) the Senior Executive Committee Member. The election or designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed by law.

(b) The Executive Committee, between meetings of the Board of Trustees, shall have and may exercise all of the authority of the Board of Trustees except as such authority is limited by applicable law and except to the extent, if any, that such authority would be inconsistent with any provision of these By-laws or is limited by any resolution to such effect adopted by the Board of Trustees. Among other things, the Executive Committee shall have the full authority of the Board of Trustees on all matters concerning strategic intent, network and business development, financial security, financial performance and operational efficiency of the Corporation. The Executive Committee shall be expected, but not required, to meet monthly except in months in which a regular meeting of the Board of Trustees is scheduled to be held.

Section 6.6 **Audit and Corporate Compliance Committee**. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Audit and Corporate Compliance Committee. The Audit and Corporate Compliance Committee shall be comprised of three or more Trustees, each of whom is not, and has not been within the last three years, an employee of the Corporation or of an Affiliate of the Corporation, or member of the Medical Staff; does not have a Relative who is, or has been within the last three years, a key employee of the Corporation or of an Affiliate of the Corporation; has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Corporation or an Affiliate of the Corporation (other than for Trustee expenses or compensation); is not a current employee of, or have a substantial financial interest in, or have a Relative who is a current officer of, or who has a substantial financial interest in, any entity that has made payments to, or received payments from, the Corporation or an Affiliate of the Corporation for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or two percent of such entity's consolidated gross revenues; and who otherwise does not have any relationship which in the opinion of the Chairman of the Board or the Board of Trustees would interfere with the exercise of independent judgment in carrying out the responsibilities of a member of the Committee. For purposes of this section, (a) Relative shall include a Trustee's spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; domestic partner or any other person if that person resides in the same household as the Trustee; and (b) Affiliate of the Corporation is any entity controlled by, in control of, or under common control with the Corporation. Members of the Committee must also be able to read and understand fundamental financial statements. The Chairman of the Committee

shall have accounting or related financial management expertise. The Committee shall have direct responsibility for the appointment, compensation and oversight of the work of the independent auditors employed by the Corporation for the purpose of preparing or issuing an audit report or related work, and such independent auditors shall report directly to the Committee. The Committee also shall oversee the Compliance Program, including compliance with the conflicts of interest and whistleblower policies of the Corporation; the Internal Audit Program; and Research Compliance Program. The Committee shall have such other duties and powers as are established in an Audit and Corporate Compliance Committee Charter approved by the Board of Trustees or the Executive Committee and shall have the resources and authority appropriate to discharge its duties, including the authority to retain and receive advice and assistance from outside legal, accounting or other advisers.

Section 6.7 **Committee on Community Health**. The Committee on Community Health will serve as a forum for identification and discussion of the health needs of the community and to recommend direction for the Health System to focus its attention. In carrying out its charge, it will consider the health issues of our region by reviewing Health System clinical service lines, health programs serving the community and health educational programs for the public, all on behalf of improving the health status of our communities. The Committee will meet as frequently as needed and include Health System Trustees and Associate Trustees from all the communities served by the Health System. It may, at its discretion, call upon other members of the community to serve in an advisory capacity.

Section 6.8 **Finance Committee**. The Finance Committee may advise, oversee and set policy for budgets, capital requirements, funding sources, pensions, investments, and insurance. The Finance Committee may assist in formulating and executing business models for ancillary services, including for-profit entities, to ensure that the operations of each entity consider the medical and financial needs of the entire Health System and are fully integrated into it. The Finance Committee may also provide support, assistance and guidance to management of the Health System in reviewing and evaluating potential significant System development transactions. The Committee, which may serve to advise the Executive Committee, will be expected but is not required to meet monthly. The Finance Committee shall have such sub-committees as it may determine.

Section 6.9 **Governance Committee**.

(a) The Governance Committee may advise and coordinate Corporation Board activities in the areas of governance of the Corporation, including the functionality of the committee structure, legal affairs, and nominating. It may recommend ways that the functioning of the committees can be improved in order to provide for active participation of additional Trustees and to facilitate the growth and development of future leaders. Specifically, the Governance Committee may advise upon and make recommendations to the Board of Trustees, the Executive Committee, and/or the Chairman of the Board, as appropriate, in the following areas:

1. Board Size and Term Limits;
2. Diversity on the Board;
3. Number, Structures, and Membership of Committees;
4. Rotation of Committee Members;
5. Trustee Orientation and Continuing Education;
6. Trustee Self-Assessment;
7. Trustee Responsibilities;
8. Significant Changes to Corporate Organizational Documents; and
9. Other Significant Governance Policies and Procedures

(b) The Governance Committee may meet as frequently as needed. It will have a Nominating Committee and such other sub-committees as it may determine. The Nominating Committee will have the responsibilities specified in Section 6.11 hereof. Any other sub-committees may have such responsibilities as are assigned by the Governance Committee as being within their respective areas of concern. The Chairman of the Board and the Chairman of the Nominating Committee will be *ex-officio* members of the Governance Committee.

Section 6.10 Compensation Committee. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Compensation Committee. The persons so nominated shall include the Chairman of the Board, the Chairman-Elect, if any, the Chairman of the Governance Committee and such additional Trustees as shall be nominated by the Nominating Committee. The Chairman of the Board shall be the Chairman of the Compensation Committee. The Compensation Committee shall review annually the compensation proposed to be paid by the Corporation to its Corporate Officers who receive compensation from the Corporation, shall approve such compensation or make such adjustments thereto as it deems appropriate and shall approve all employment contracts to be entered into by the Corporation with any Corporate Officers. No employee, whether or not a member of the Board of Trustees or a Corporate Officer, shall be a member of the Compensation Committee, provided however, that the Chief Executive Officer and other Corporate Officers may be invited to attend and participate in meetings except with respect to decisions as to their respective compensation. With respect to matters within its purview, the Compensation Committee shall have all of the authority of the Board of Trustees, except that the term of office of the Chief Executive Officer shall be recommended by the Compensation Committee to the Executive Committee for, and shall be subject to, its ratification.

Section 6.11 Nominating Committee.

(a) The Nominating Committee shall consist of the Chairman of the Board, the immediate past Chairman of the Board (the "Past Chairman"), the Chairman of the Governance Committee, the Chairman of the Nominating Committee if other than the Past Chairman, and such other members of the Board of Trustees as the Chairman of

the Board and the Chairman of the Nominating Committee jointly designate, provided, however, that with the exception of the Chairman of the Board, the Past Chairman, the Chairman of the Governance Committee and the Chairman of the Nominating Committee, no person shall be elected or reelected to the Nominating Committee after such person's 80th birthday. Recommendations regarding the membership of the Nominating Committee may be provided by the Governance Committee to the Chairman of the Board and the Chairman of the Nominating Committee for their consideration. The Past Chairman shall serve as the Chairman of the Nominating Committee, unless the Past Chairman declines to so serve, in which case the immediately preceding Past Chairman shall serve as Chairman of the Nominating Committee. If the immediately preceding Past Chairman also declines to serve as Chairman of the Nominating Committee, the persons then serving as the members of the Nominating Committee shall select a person to serve as Chairman of the Nominating Committee. The Nominating Committee shall be responsible for recommending all candidates to serve on the Board of Trustees and all prospective Corporate Officers of the Corporation (including honorary and emeritus positions), all candidates to serve on the Board of Trustees or the Board of Directors of any corporation of which the Corporation is the sole member or as to which it has the right to nominate Trustees or Directors, as applicable, and all candidates to serve in or hold positions in the special categories of Trustees described in Section 3.10 hereof. The affirmative vote of a majority of the total number of members of the Nominating Committee, as fully constituted and without giving effect to any vacancies, shall be required to make recommendations, except that the affirmative vote of not less than eighty percent of such total number of members shall be required to recommend to the Board of Trustees that a particular Trustee be elected as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof. The Nominating Committee shall present to the Board of Trustees, at the regular meeting of the Board of Trustees immediately preceding the Annual Meetings of the Member and the Board of Trustees, a list of all such candidates to be voted upon at such Annual Meetings.

(b) In addition to its responsibilities set forth in paragraph (a) above, the Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, Audit and Corporate Compliance Committee, and Compensation Committee in accordance with the provisions of Sections 6.5, 6.6 and 6.10 hereof, respectively**.** The Nominating Committee shall also have the responsibility for making recommendations with regard to leadership succession planning. In addition, at the request of the Chairman of the Board, the Nominating Committee may designate a Trustee as Senior Executive Committee Member. Not more than one Trustee shall bear the Senior Executive Committee Member designation.

Section 6.12 Facilities Planning Committee. The Facilities Planning Committee may advise upon and analyze site availability of owned property, evaluate adequacy of existing facilities, examine feasibility of renovation and/or new construction,

and examine availability of property for present and future expansion. The Committee, which may serve to advise the Executive Committee, may meet as frequently as needed.

Section 6.13 Development Committee. The Development Committee may create an organizational template of Trustees, Associate Trustees, professionals and Health System supporters to help finance the Health System's mission by drawing upon the strong community roots of the hospitals within the Health System. The Committee may meet as frequently as needed and may establish such sub-committees as it considers appropriate for its work.

Section 6.14 Committee on Quality. The Committee on Quality may review the results of measures that evaluate clinical performance of the Corporation's health care affiliates to better understand how they meet accepted standards of practice. The Committee on Quality also may review analyses of sentinel events in order to understand how these incidents can be prevented in the future, to communicate lessons learned and for establishing best practices. The Committee on Quality will meet not less than ten times per year and will be comprised of members of the Board of Trustees, as well as senior leadership representing administration, nursing and the Medical Staff of the Corporation's health care affiliates.

Section 6.15 Committee on Education. The Committee on Education may advise upon and provide consent for medical school relationships and may develop continuing education strategies. The Committee may meet as frequently as needed.

Article VII

Funds and Property

Section 7.1 **Gifts and Endowments**. The Board of Trustees shall establish the conditions under which the Corporation shall accept contributions, devises and bequests from donors and the terms for the commemoration of any such gifts through the establishment of endowments or otherwise. Nothing herein is intended to limit the ability of any of the Corporation's affiliates to establish the conditions under which they may accept contributions from donors and the terms for the commemoration of any such gifts.

Section 7.2 **Deposit of Funds**. The Board of Trustees shall select banks or depositories as it shall deem proper for the funds of the Corporation. The Board of Trustees shall determine who shall be authorized on behalf of the Corporation to sign checks, drafts or other orders for the payment of money, acceptances and notes or other evidences of indebtedness.

Section 7.3 **Investments**. The funds of the Corporation may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Trustees may deem desirable, provided that such funds may be maintained uninvested, as the Board of Trustees may deem advisable.

Section 7.4 **Contracts**. Deeds, mortgages, contracts, leases and other instruments relating to the property of the Corporation or under which the Corporation may incur liability may be signed in the name of the Corporation by the Chairman of the Board, the Chief Executive Officer, any other Corporate Officer, or by any other signatory authorized to sign such instrument by the Board of Trustees.

Article VIII

Indemnification

Section 8.1 **Trustees and Officers**. The Corporation shall indemnify each person who is a present or former Trustee or officer of the Corporation or member of a committee established pursuant to Article VI who is or was made or threatened to be made a party to, or is or was involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or whether brought by or in the right of the Corporation, by reason of the fact that such person (i) is or was a Trustee, officer or committee member; or (ii) in the case of a present or former Trustee or officer, serves or served, at the request of the Corporation, any other corporation, partnership, joint venture, trust, or employee benefit plan in any capacity, against judgments, assessments, fines, amounts paid or to be paid in settlement, penalties, taxes and reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with such action or proceeding or any appeal therein, except where a judgment or other final adjudication adverse to such person establishes that (a) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated; or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. For all purposes of this Article VIII: (i) the term "Trustee" shall include all Trustees and all Life Trustees, Honorary Trustees and Associate Trustees elected pursuant to Section 3.10; and (ii) the term "officer" shall include all Corporate Officers of the Corporation who are elected pursuant to Section 5.1 and all administrative officers of the Corporation who are appointed pursuant to Section 5.11 with the titles of Senior Vice President or Vice President.

Section 8.2 **Reimbursement**. The Corporation shall, from time to time, reimburse or advance to any person referred to in Section 8.1 the funds necessary for payment of expenses incurred by such person in connection with any threatened, pending or completed action, proceeding, or appeal described in Section 8.1 upon receipt, if required by the New York Not-for-Profit Corporation Law or deemed appropriate by the Board of Trustees, of a written undertaking by or on behalf of such person to repay such amount(s) if it is ultimately determined that such person is not entitled to indemnification under this Article VIII or otherwise, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or appeal who are similarly situated, unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 8.3 **Other Rights**. The Corporation, by resolution adopted by its Board of Trustees, or, if such power is delegated to the Chief Executive Officer by the Board of Trustees, by action of the Chief Executive Officer, may indemnify and reimburse or advance expenses to any person, whether or not described in Section 8.1, to whom the Corporation is permitted to provide indemnification or the reimbursement or

advancement of expenses, to the fullest extent permitted by applicable law as it may exist from time to time, whether pursuant to rights granted pursuant to, or provided by, the New York Not-for-Profit Corporation Law or other rights created by (a) a resolution of the Board of Trustees or (b) an agreement approved by the Board of Trustees providing for such indemnification or reimbursement or advancement of expenses, it being expressly intended that this Article VIII authorizes the creation of other rights in any such manner. Any such indemnification and any such reimbursement or advancement of expenses may, in the Board's discretion and to the extent permitted by law, be retroactive and be available with respect to events occurring prior to the adoption hereof and prior to any such resolution or agreement.

Section 8.4 Applicable Law. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or reimbursement or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification (or reimbursement or advancement of expenses) is sought.

Section 8.5 Enforcement.

(a) Contract Right. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to Section 8.1 or 8.2 of this Article VIII or a resolution or agreement authorized pursuant to Section 8.3 of this Article VIII: (a) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof (or of any such resolution) were set forth in a separate written contract between the Corporation and such person; (b) is intended to be retroactive and shall, to the extent permitted by law, be available with respect to events occurring prior to the adoption hereof or of any such resolution or agreement; and (c) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto. The Corporation shall not be obligated under this Article VIII (including any resolution or agreement authorized by Section 8.3 of this Article VIII) to make any payment hereunder (or under any such resolution or agreement) to the extent the person seeking indemnification hereunder (or under any such resolution or agreement) has actually received payment (under any insurance policy, resolution, agreement or otherwise) of the amount otherwise indemnifiable hereunder (or under any such resolution or agreement).

(b) Right to Bring Suit. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant to this Article VIII (including any resolution or agreement authorized by Section 8.3) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, within the time frame allowed by law, bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled also to be paid the reasonable expenses of prosecuting such claim. Neither the failure of the Corporation (including its Board of Trustees or independent legal counsel)

to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Trustees or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall create a presumption that the claimant is not so entitled.

Section 8.6 **Non-Exclusivity**. The rights granted pursuant to or provided by the foregoing provisions of this Article VIII shall be in addition to and shall not be exclusive of any other rights to indemnification and expenses to which any person may otherwise be entitled by law, contract or otherwise.

Section 8.7 **Insurance**. The Corporation is not required to purchase Trustees and Officers liability insurance, but the Corporation may purchase such insurance. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article VIII or by operation of law, and it may insure directly the Trustees, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article VIII as well as for liabilities against which they are otherwise entitled or permitted to be indemnified by the Corporation.

Section 8.8 **Definitions**. Without limiting any indemnification provided by Section 8.1, for purposes of this Article VIII, the term: (a) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; (b) "person" shall include the personal representative, testator or intestate of a person; and (c) service "at the request of the Corporation" shall include service provided to (i) any other corporation or other entity which may be specified by resolution of the Board of Trustees or its Executive Committee, (ii) any corporation, partnership, joint venture, trust or other enterprise of which fifty percent or more of the voting power or economic interest is held, directly or indirectly, by the Corporation, or (iii) any employee benefit plan of the Corporation or of any entities referred to in clauses (i) or (ii).

Article IX

Amendments

Section 9.1 **Amendments**. These By-laws may be amended or repealed and new By-laws may be adopted by action of the Member or at a meeting of the Board of Trustees by the vote of two-thirds of the Trustees present at the time of such vote, if a quorum is present at such time (except that the vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize any amendment or repeal of any of the provisions of Section 4.7, 5.7 or 6.11 hereof relating to the required eighty percent vote of the Nominating Committee to recommend, and of the Board of Trustees to authorize, the election of any Trustee to a term as Chairman of the Board that would result in such person holding such office for more than an aggregate of five years), provided that the text or substance of the proposed amended, repealed or new By-law shall have been given to the Trustees or the Member not less than three days prior to such meeting.

Section 9.2 **Periodic Review of By-laws**. Not less frequently than once every three years, the Chairman of the Board shall appoint a committee which shall review these By-laws and shall recommend to the Board of Trustees such amendments as such committee shall deem appropriate.

Article X

Miscellaneous

Section 10.1 Corporate Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, New York." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise used.

Section 10.2 Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of the Board of Trustees and the Member and any committee thereof.

Section 10.3 Fiscal Year. The Board of Trustees shall have the power to fix from time to time the fiscal year of the Corporation.

Section 10.4 Annual Audit. Following the close of each fiscal year of the Corporation, a firm of certified public accountants selected by the Board of Trustees shall audit the balance sheet of the Corporation at the end of such fiscal year and the statement of operations of the Corporation for such fiscal year and shall submit a report on their examination of such financial statements to the Board of Trustees.

Section 10.5 Actions as Shareholder or Sole Member of Affiliates. Any actions which may be taken by the Corporation as a shareholder or the sole member of any other corporation shall be deemed to have been validly taken if either: (i) taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed in the name of the Corporation by either the Chairman, the Chief Executive Officer, or another Corporate Officer of the Corporation or by any other signatory authorized to sign such consent by the Board of Trustees; or (ii) taken by valid action of the Board of Trustees or of the Executive Committee of the Board of Trustees.

Section 10.6 Conflicts of Interest.

(a) A conflict of interest may exist when a member of the Board of Trustees or an employee of the Corporation has the opportunity to influence the Corporation's business or other decisions in ways that could lead to personal gain or advantage of any kind for such person or any of his or her family or associates. A member of the Board of Trustees or an employee of the Corporation may have a conflict of interest when he or she or any of his or her family or associates (to his or her present knowledge) either (i) has an existing or potential financial or other material interest which could influence or might appear to influence the individual's independent judgment in the discharge of responsibilities to the Corporation; or (ii) may receive a financial or other material benefit from knowledge of information confidential to the Corporation or from a transaction involving the Corporation. The family of an individual includes his or her spouse, parents, siblings, children and any other blood relative if the latter resides in the same household. An associate of an individual includes any person, trust,

corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the individual or any member of his or her family (i) is a director, officer, employee, member, partner or trustee; or (ii) has a significant financial interest or any other interest which enables him or her to exercise control or significantly influence policy of the associate.

(b) The Corporation shall adopt and implement appropriate policies and procedures designed to effectuate disclosure of actual or potential conflicts of interest and appropriate responses thereto.

Section 10.7 Gender Neutrality. For purposes of these By-laws, the words "Chairman" and "Chairmen" in any context shall refer to males or females holding such positions.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 6, 2007.

Paul LaPointe
Special Deputy Secretary of State

Rev. 06/07

9710270000483

CERTIFICATE OF INCORPORATION

OF

NORTH SHORE - LONG ISLAND JEWISH HEALTH SYSTEM, INC.

Under Section 402 of the Not-for-Profit Corporation Law

THE UNDERSIGNED, natural persons over the age of eighteen years, for the purpose of forming a corporation under Section 402 of the Not-for-Profit Corporation Law of the State of New York (the "Not-for-Profit Corporation Law"), do hereby certify:

FIRST. The name of the corporation is **North Shore - Long Island Jewish Health System, Inc.** (hereinafter the "Corporation").

SECOND. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and shall be a Type B corporation under Section 201 of the Not-for-Profit Corporation Law.

THIRD. The purposes of the Corporation, which are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended from time to time (the "Code"), are as follows: (a) to coordinate policy making and long range planning and to provide advisory and administrative support services for: Long Island Jewish Medical Center, North Shore Health System, North Shore University Hospital, North Shore University Hospital at Glen Cove, North Shore University Hospital at Plainview, North Shore University Hospital at Forest Hills, North Shore University Hospital Center for Extended Care and Rehabilitation and North Shore University Hospital Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of New York and an exempt organization under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, and for such other not-for-profit corporations which are exempt organizations under Section 501(c)(3) of the Code and described in Section 509(a)(1), (a)(2) or (a)(3) of the Code, of which this Corporation or any of the aforenamed corporations is or hereafter becomes the sole voting member; (b) to establish and conduct community educational programs relating to the promotion of health and general welfare; and (c) to conduct any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment or attainment of the foregoing purposes.

FOURTH. In furtherance of the foregoing purposes, the Corporation shall have all the general powers enumerated in Section 202 of the Not-for-Profit Corporation Law, together with the power to maintain a fund or funds of real or personal property for any corporate purposes. The Corporation shall have the right to exercise such other powers as now are, or may hereafter be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

FIFTH. The Corporation is not formed for pecuniary profit or for financial gain and no part of its assets, income or profit shall be distributed to or inure to the benefit of any private individual. Reasonable compensation, however, may be paid for services rendered to or for the Corporation in furtherance of one or more of its purposes.

SIXTH. Nothing contained herein shall authorize the Corporation to establish or operate a hospital or to provide hospital services or health related services, or to operate a substance or alcohol abuse program, a drug maintenance program, a facility for the mentally disabled, a certified home health agency, a licensed home care services agency, a hospice, a health maintenance organization, or a comprehensive health services plan, as provided for by Articles 28, 33, 36, 40 and 44, respectively, of the Public Health Law or Article 31 of the Mental Hygiene Law, or to solicit contributions for the establishment or operation of any hospital, without the prior approvals required by New York law.

SEVENTH. Nothing herein shall be construed as authorizing the Corporation to operate an institution of higher learning or to engage in the practice of any of the professions designated in Title VIII of the Education Law. Nothing contained herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes, any of the activities mentioned in Section 404(a) through (v) of the Not-for-Profit Corporation Law.

EIGHTH. Notwithstanding any other provision of this Certificate of Incorporation, the Corporation is organized exclusively for charitable purposes, as specified in Section 501(c)(3) of the Code, and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code.

NINTH. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except to the extent authorized by Section 501(h) of the Code, or the corresponding provision of any future United States internal revenue law, during any fiscal year or years in which the Corporation has chosen to utilize the benefits authorized by that statutory provision) and the

Corporation shall not participate in or intervene (including the publishing or distributing of statements) in any political campaign on behalf of any candidate for public office.

TENTH. The office of the Corporation shall be located in Nassau County, State of New York.

ELEVENTH. The names and addresses of the initial directors of the Corporation are as follows:

Name	Address
John S.T. Gallagher	150 Community Drive Great Neck, NY 11021
Saul B. Katz	150 Community Drive Great Neck, NY 11021
Irving Schneider	270-05 76th Avenue New Hyde Park, NY 11042
Roy J. Zuckerberg	270-05 76th Avenue New Hyde Park, NY 11042

TWELFTH. The Secretary of State is hereby designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is: North Shore - Long Island Jewish Health System, Inc., 600 Northern Boulevard, Great Neck, New York 11021.

THIRTEENTH. In the event of dissolution, the assets and property of the Corporation remaining after payment of expenses and satisfaction of all liabilities shall be distributed as determined by the Board of Directors and as approved by a court of competent jurisdiction for the not-for-profit purposes of the Corporation and/or to such charitable and educational organizations as shall qualify under Section 501(c)(3) of the Code. Any of such assets not so distributed shall be disposed of for such purposes as approved by a Justice of the Supreme Court of the State of New York or such other court having jurisdiction over the Corporation.

IN-WITNESS WHEREOF, this certificate has been executed the 24th day of October, 1997 and we affirm the statements contained herein are true under the penalty of perjury.

Albert M. Appel
Incorporator
Stroock & Stroock & Lavan
180 Maiden Lane
New York, New York 10038

Anthony J. D'Auria
Incorporator
Winston & Strawn
200 Park Avenue
New York, New York 10166

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CERTIFICATE OF INCORPORATION

OF

NORTH SHORE - LONG ISLAND JEWISH HEALTH SYSTEM, INC

Under Sec. 402 of the Not-for-Profit Corporation law

FILED BY:

John S. Harris Esq
Plunkett & Jaffe, P.C.
111 Washington Avenue
Albany, NY 12210

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 27 1997
TAX $
BY: MMR
Nassau

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 5, 2007.

Paul LaPointe
Special Deputy Secretary of State

Rev. 06/07

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231

F020509000940

CERTIFICATE OF CHANGE
OF

North Shore-Long Island Jewish Health System, Inc.
(Insert Name of Domestic Corporation)

Under Section 803-A of the Not-for Profit Corporation Law

FIRST: The name of the corporation is: North Shore-Long Island Jewish Health System, Inc.

If the name of the corporation has been changed, the name under which it was formed is: _____

SECOND: The certificate of incorporation was filed by the Department of State on: October 27, 1997

THIRD: The change(s) effected hereby are: *[Check appropriate box(es)]*

- ☐ The county location, within this state, in which the office of the corporation is located, is changed to. _____
- ☒ The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to: North Shore-Long Island Jewish Health System, Inc. 145 Community Drive, Great Neck, NY 11021
- ☐ The corporation hereby: *[Check one]*
  - ☐ Designates _____ as its registered agent upon whom process against the corporation may be served.
  - ☐ Changes the designation of its registered agent to: _____
  - ☐ Changes the address of its registered agent to: _____
  - ☐ Revokes the authority of its registered agent.

FOURTH: The change was authorized by the board of directors.

Harry E. Gindi
(Signature)

Harry E. Gindi, Assistant Secretary
(Name and Capacity of Signer)

DOS-1502 (5/01)

CERTIFICATE OF CHANGE
OF

North Shore-Long Island Jewish Health System, Inc.
(Insert Name of Domestic Corporation)

F02050900094D

Under Section 803-A of the Not-for-Profit Corporation Law

Filer's Name Harry E. Gindi

Address North Shore-Long Island Jewish Health System
150 Community Drive

City, State and Zip Code Great Neck, NY 11021

NOTE. This form was prepared by the New York State Department of State You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $20 filing fee

For Office Use Only

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 09 2002

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BY: 105004

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NORTH SHORE-LONG ISLAND JEWISH HEALTH SYSTEM, INC.

BY-LAWS

As amended through February 19, 2015

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TABLE OF CONTENTS

Article I	Name	1
Article II	Membership	2
Article III	Board of Trustees	4
Article IV	Meetings of the Board of Trustees	8
Article V	Corporate Officers	10
Article VI	Committees	13
Article VII	Funds and Property	20
Article VIII	Indemnification	21
Article IX	Amendments	24
Article X	Miscellaneous	25

Article I

Name

Section 1.1 **Name**. This corporation shall be known as North Shore-Long Island Jewish Health System, Inc. (hereinafter the "Corporation").

Article II

Membership

Section 2.1 **Members**. The Members of the Corporation shall consist of such persons as are Trustees of the Corporation. Election of any person as a Trustee shall automatically constitute the election of such person as a Member of the Corporation. Upon the termination of the Trusteeship of any person for any reason, such person shall thereupon cease to be a Member of the Corporation. Termination of any person's Membership shall also constitute a termination of such person's Trusteeship.

Section 2.2 **Authority**. Members shall have the voting and other rights of members of a domestic corporation under the Not-for-Profit Corporation Law of the State of New York.

Section 2.3 **Annual Meeting**. An Annual Meeting of the Members shall be held each year for the election of Trustees and the transaction of other business. Such Annual Meeting of the Members shall take place immediately prior to the Annual Meeting of the Board of Trustees, and shall be held on the same day and in the same location as such Annual Board Meeting.

Section 2.4 **Special Meetings.** Special meetings of the Members may be called by the Chairman or the Board of Trustees and shall be called by the Secretary upon written demand of not less than ten percent of the Members specifying the date and month thereof, which shall not be less than two nor more than three months from the date of such written demand. Notice of any such meeting shall indicate the purpose or purposes of the meeting and the individual at whose direction the notice is being issued.

Section 2.5 **Notice**. Notice of each meeting of the Members shall be given to each Member, personally or by first class mail, not less than ten nor more than fifty days before the date of the meeting. Notices shall be deemed to have been given by mail when deposited in the United States mail. Notices shall be sent or delivered to each Member at the address designated by him or her for such purpose, or, if none has been so designated, at the Member's last known residence or business address. Notice of a meeting of Members need not be given to any Member who submits a signed waiver of notice, in person or by proxy, before or after the meeting, or who attends the meeting, in person or by proxy, without protesting prior thereto or at its commencement the lack of notice thereof. Any notice of any meeting of the Board of Trustees which complies with the foregoing requirements or with the requirements for notices under Section 4.4 hereof shall also constitute notice of a meeting of the Members to be held at the same place and time as such meeting of the Board of Trustees, in the event it is determined that any action to be taken at such meeting may or should be taken by the Members.

Section 2.6 **Quorum**. At all meetings of the Members one-quarter of the Members attending in person or by proxy shall constitute a quorum for the transaction of business or any specified item of business.

Section 2.7 **Action by Members**. At any meeting of the Members each Member shall be entitled to one vote, cast either in person or by written proxy. Whenever any corporate action, including the election of Trustees, is to be taken by vote of the Members, it shall, unless a greater proportion is required by law or these By-laws, be authorized by the vote of a majority of the Members present in person or by proxy at a meeting of Members. Notwithstanding any other provision of these By-laws, any action which can or is required to be taken by the Board of Trustees may be taken by the Members.

Section 2.8 **Action Without a Meeting**. Any action required or permitted to be taken by the Members may be taken without a meeting on written consent, setting forth the action so taken, signed by all Members.

Section 2.9 **Telephone Participation**. Any one or more Members may participate in a meeting by means of conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Article III

Board of Trustees

Section 3.1 Duties and Responsibilities. The Corporation shall be managed by the Board of Trustees. The Board of Trustees may adopt such rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the affairs and property of the Corporation as it may deem proper, not inconsistent with the laws of the State of New York, the Certificate of Incorporation of the Corporation or these By-laws.

Section 3.2 Number of Trustees. The number of Trustees constituting the entire Board of Trustees of the Corporation shall initially be the number of Trustees elected and in office immediately after the Annual Meeting of the Board of Trustees held in 2000. At all times after such Annual Meeting the number of Trustees may be changed and fixed from time to time by a vote of the Members or by a majority of the entire Board of Trustees, by the actions of electing or removing or accepting the resignations of Trustees, with the number of Trustees elected and in office at any time being the number so fixed. The number of Trustees in office at any given time shall constitute the entire Board for purposes of the Not-for-Profit Corporation Law. The Chief Executive Officer of the Corporation shall at all times, by virtue of his or her office, be a voting member of the Board of Trustees and shall for all purposes of these By-laws be counted as such in determining the number of Trustees constituting the entire Board of Trustees of the Corporation.

Section 3.3 Qualifications of Trustees. Persons elected to the Board of Trustees shall be of good moral character and reputation and of suitable age and discretion. In selecting Trustees, consideration should be given to the candidate's:

(a) demonstrated interest in the objectives and purposes of the Corporation;

(b) willingness to accept responsibility for governance, including availability to participate actively in matters related to the Corporation;

(c) areas of interest and expertise;

(d) experience in organizational and communal activities; and

(e) commitment to the philanthropic mission of the Corporation.

Section 3.4 Election of Trustees. Trustees shall be elected, and newly created Trusteeships or vacancies shall be filled, by the Members at the Annual Meeting of the Members or at other meetings from time to time in accordance with Article II. Newly created Trusteeships and vacancies may also be filled by vote of a majority of the entire Board of Trustees, as provided in Section 3.6.

Section 3.5 **Classification of Board**. The Trustees of the Corporation shall be divided into three classes of staggered three-year terms, with each class to consist of an approximately equal number of Trustees. The exact number of Trustees in each class and the designation and membership of each class shall be determined by the Members or the Board of Trustees, so that persons may be elected to serve in any class. At each Annual Meeting of Members, the term of one class shall expire and Trustees shall be elected to a successor class to serve for a term of three years or until their successors are elected and qualified.

Section 3.6 **Newly Created Trusteeships; Vacancies**. If the number of Trustees is changed, any newly created Trusteeships or any decrease in Trusteeships shall be so apportioned among the classes as to make all classes as nearly equal in number as possible. If newly created Trusteeships are filled by the Board of Trustees or by the Members, there shall be no classification of the additional Trustees until the next Annual Meeting of Members. Newly created Trusteeships resulting from an increase in the number of Trustees, and vacancies among such Trusteeships occurring for any reason, may be filled by vote of the Members or by vote of a majority of the Trustees then in office. A Trustee elected to fill a vacancy shall hold office until the next Annual Meeting of Members or until his or her successor is elected and qualified.

Section 3.7 **Resignation**. Any Trustee may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board, or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. The resignation of any Trustee from the Board shall also constitute such individual's resignation as a Member.

Section 3.8 **Compensation**. Trustees shall not receive compensation for serving as Trustees, provided however that nothing herein shall be construed to prevent a Trustee from serving the Corporation in another capacity for which compensation is received. No Trustee shall be permitted to vote on the compensation to be paid to him or her in any capacity, provided that the presence of such Trustee may be counted in determining the presence of a quorum.

Section 3.9 **Removal of Trustees**. (a) Any Trustee may be removed for cause by a vote of the Members or by a vote of the Board of Trustees, provided there is a quorum of not less than a majority present at the meeting of Trustees or Members at which such action is taken. Any Trustee may also be removed without cause by the Members. At least five days' notice that the removal for cause of such Trustee will be considered at a meeting of either the Board of Trustees or the Members shall be given to the Trustees or to the Members, as applicable.

(b) The failure of a Trustee to execute and deliver to the Corporation or its affiliates in a timely manner completed questionnaires, forms, schedules or other documents required by the Corporation or its affiliates for compliance with governmental laws, rules or regulations; or in connection with applications for governmental approvals

submitted by the Corporation or its affiliates (including, but not limited to, Certificate of Need applications); or for compliance with policies and procedures of the Corporation or its affiliates applicable to Trustees (including, but not limited to, Conflicts of Interest disclosure forms and questionnaires, and mandatory compliance training), shall constitute grounds for the removal of such Trustee for cause. The removal of a Trustee for cause under this Section 3.9 (b) may be effectuated by a vote of the Executive Committee. A Trustee who has been removed for cause under this Section 3.9 (b) may be redesignated by the Executive Committee, in the exercise of its discretion, as an Honorary Trustee.

Section 3.10 Special Categories of Trustees

(a) **Life Trustee**. A person who, in the opinion of the Members or the Board of Trustees, has served with distinction as a Trustee of the Corporation or one of its affiliates over a period of years or has otherwise rendered distinguished service to the Corporation or one of its affiliates, may be elected as a Life Trustee by either the Board of Trustees or the Members. A Life Trustee shall have the right to attend all meetings of the Board of Trustees and of the Members and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees or a Member. A Life Trustee shall retain such title without the necessity of re-election by the Board of Trustees or the Members.

(b) **Honorary Trustee**. A person who, in the opinion of the Members or the Board of Trustees, has rendered valued service to the Corporation or one of its affiliates, may be elected as an Honorary Trustee by either the Board of Trustees or the Members. An Honorary Trustee shall have the right to attend all meetings of the Board of Trustees and of the Members and to participate in the discussions thereof, but shall not be entitled to vote at such meetings or deemed for any purpose to be a member of the Board of Trustees or a Member. An Honorary Trustee may be elected to serve for a term of up to three years and shall be subject to re-election by the Board of Trustees or the Members.

(c) **Associate Trustees**. The Members or the Board of Trustees may elect as an Associate Trustee a person who has a demonstrated interest in the objectives and purposes of the Corporation or its affiliates and in the philanthropic mission of the Corporation or its affiliates. An Associate Trustee may be elected to serve for a term of up to three years, and shall be subject to re-election by the Board of Trustees or the Members. He or she may serve as a member of committees, other than Committees of the Board, when duly appointed thereto and shall be invited to attend the Annual Meeting of the Board of Trustees and the Members. An Associate Trustee shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees or a Member. The Associate Trustees may be organized into committees in furtherance of the philanthropic mission of the Corporation and its affiliates. Annually the Associate Trustees will be invited to give a report on their activities to the Board of Trustees.

(d) **Associate Trustees/Emeritus**. The Members or the Board of Trustees may elect as an Associate Trustee/Emeritus a person who formerly served as an Associate Trustee and is no longer serving in that capacity, if in the opinion of the Members or the Board of Trustees such person has rendered valued service to the Corporation or its affiliates as an Associate Trustee and the Members or the Board of Trustees consider it desirable for the Corporation to continue to maintain a relationship with such person in furtherance of the philanthropic mission of the Corporation and its affiliates. An Associate Trustee/Emeritus may retain such title without the necessity of re-election by the Members or Board of Trustees. An Associate Trustee/Emeritus shall be invited to attend the Annual Meeting of the Board of Trustees and the Members, but shall not be entitled to vote at such Annual Meetings or deemed for any purpose to be a member of the Board of Trustees or a Member.

(e) A person elected as a Life Trustee, Honorary Trustee, Associate Trustee, or Associate Trustee/Emeritus shall serve at the pleasure of the Board of Trustees and may be removed at any time without cause by the Board of Trustees or the Executive Committee.

Section 3.11 Nomination of a Trustee by Members. A person may be nominated to serve on the Board of Trustees by Members at large provided the name of such person together with the qualifications of such person to serve as a Trustee are submitted to the Chairman of the Nominating Committee and such submission is in writing signed by not less than ten Members, which submission shall be made not less than ten nor more than thirty days prior to the Annual Meeting of the Members at which such person is proposed to be nominated, in which event the candidacy of such person as a Trustee shall be submitted at such Annual Meeting. At such Annual Meeting the Nominating Committee, if it so chooses, may inform the meeting whether or not the Nominating Committee recommends the election of such person as a Trustee. If the Nominating Committee does not recommend the election of such person as a Trustee, the election of such person shall be voted on separately from the slate recommended by the Nominating Committee for the election of Trustees, the vote required for the election of such person as a Trustee being the vote for the election of such person as a Trustee by a majority of the Members present in person or by proxy at the meeting.

Article IV

Meetings of the Board of Trustees

Section 4.1 **Annual Meeting**. The Annual Meeting of the Board of Trustees for the election of Corporate Officers of the Corporation and for the transaction of such other business as may properly come before the Board shall be held in the month of June of each year, on such date in such month and at the place and time as may be fixed by the Board of Trustees, or at such other place and time as shall be established from time to time by the Board of Trustees.

Section 4.2 **Regular Meetings**. Regular meetings of the Board of Trustees shall be held at such times and places as may be determined by the Board of Trustees. The Board of Trustees shall be expected to meet at least four times per year, including its Annual Meeting.

Section 4.3 **Special Meetings**. Special meetings of the Board of Trustees may be called at any time by the Chairman of the Board, or by the Chairman-Elect or any Vice Chairman in the absence of the Chairman of the Board, and shall be called by the Secretary upon the written request of not less than ten percent of the members of the Board of Trustees. Special meetings shall be held at the offices of the Corporation or at such other place as may be designated in the notice of the meeting, and at the time and date specified in the notice of the meeting or in the waiver of notice thereof.

Section 4.4 **Notice of Meeting**. All meetings of the Board of Trustees shall be held upon notice. Notice of meetings of the Board of Trustees shall be mailed to each Trustee at the address designated by him or her for such purpose or, if none is designated, at his or her last known address, not less than ten days before the day on which the meeting is to be held, or sent by telegram, facsimile transmission or electronic mail to such address or delivered to such Trustee personally, in each case not less than seven days before the day of such meeting. Notwithstanding the foregoing, special meetings of the Board of Trustees may be held with only one day's notice sent by telegram, facsimile transmission or electronic mail, or delivered personally, to each Trustee at such address. Notice of any meeting of the Board of Trustees shall also constitute notice of a meeting of (i) the Members; and (ii) the Executive Committee (to be held at the same place and time as, or in lieu of, such meeting of the Board of Trustees in the event a quorum of the Board of Trustees is not present at such meeting).

Section 4.5 **Waiver of Notice of Meeting**. Notice of any meeting need not be given to any Trustee who signs a waiver of notice before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement the lack of notice thereof.

Section 4.6 **Quorum**. Except as may otherwise expressly be required by law or these By-laws, the presence of a number of Trustees sufficient to constitute a quorum as provided herein shall be necessary for the transaction of business at all meetings of the

Board of Trustees. The number of Trustees sufficient to constitute a quorum at any time shall be equal to one-quarter of the entire Board of Trustees. In the absence of a quorum, a majority of the Trustees present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 4.7 Voting. Except as otherwise provided in Section 3.8 of these By-Laws, each Trustee shall be entitled to one vote on each matter submitted to a vote of Trustees. At all meetings of the Board of Trustees, all matters shall be decided by the vote of a majority of the Trustees present at the time of such vote, if a quorum is present at such time, except as otherwise expressly required by law or by these By-laws. In accordance with Section 5.7 hereof, the affirmative vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize the election of a particular Trustee as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof, after receipt of the recommendation of the Nominating Committee given in accordance with Section 6.11 hereof.

Section 4.8 Action by Board of Trustees Without a Meeting. Any action required or permitted to be taken by the Board of Trustees may be taken without a meeting if all members of the Board of Trustees consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board of Trustees.

Section 4.9 Telephonic Participation in Meetings. All members of the Board of Trustees shall be permitted to participate in a meeting of the Board of Trustees by means of a conference telephone call or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Article V

Corporate Officers

Section 5.1 **Corporate Officers**. The Corporate Officers of the Corporation shall consist of a Chairman of the Board of Trustees (sometimes referred to herein as "Chairman of the Board" or "Chairman"), a Chief Executive Officer, a Treasurer and a Secretary. In addition, the Board of Trustees may as it deems appropriate from time to time, elect a President, a Chief Operating Officer, one or more Vice Presidents (including Executive and Senior Vice Presidents), one or more Assistant Secretaries, and such other officers as the Board shall determine to be necessary. The Board of Trustees may also elect, from among its number, such Vice Chairmen as are recommended by the Nominating Committee. The Vice Chairmen and other Corporate Officers elected by the Board of Trustees shall perform such duties as may be assigned to them from time to time by the Board of Trustees. The Chairman and Chairman-Elect, any Vice Chairmen, and the Chief Executive Officer shall be Trustees; all other Corporate Officers may, but need not, be Trustees. Two or more titles may be held by the same person, but the offices of Chief Executive Officer and Secretary shall not be held concurrently by the same person. The Board of Trustees may elect a successor to the Chairman of the Board (the "Chairman-Elect") at such time as the Board of Trustees may determine, with one year in advance of the anticipated commencement of his or her term as Chairman of the Board being customary. During the interim period between his or her election as Chairman-Elect and the commencement of his or her term as Chairman of the Board, the Chairman-Elect shall become familiar with the duties of the Chairman of the Board. The Chairman of the Board shall, in his or her reasonable discretion, involve the Chairman-Elect in the decision-making process with respect to matters for which the Chairman of the Board is responsible and permit the Chairman-Elect to attend meetings which the Chairman of the Board would be permitted or required to attend, review documents customarily reviewed or analyzed by the Chairman of the Board, and be privy to all aspects of the Corporation's business and activities. Each person elected under this Section 5.1 shall be a "Corporate Officer."

Section 5.2 **Chairman of the Board**. The Chairman of the Board shall preside at all meetings of the Board of Trustees, and shall coordinate the work of all committees. The Chairman of the Board shall be chairman of the Executive Committee and an *ex officio* voting member of all other Committees of the Board of Trustees and Committees of the Corporation, subject to applicable law, and except to the extent precluded by these By-laws and applicable law, shall appoint, and may remove, the members and chairmen of all committees, with the exception of Committees of the Board and other committees whose membership consists of specified officers or other specified persons as may be prescribed in these By-laws, provided, however, that the Chairman of the Board shall appoint the chairman of the Audit and Corporate Compliance Committee from among the members thereof. The Chairman of the Board shall have the authority to determine the membership of any committee provided for in these By-laws whose membership is not fixed by these By-laws or whose membership is to be determined as otherwise provided herein. The Chairman of the Board shall select individuals to serve on committees on the

basis of their interest in the purposes of the committee and their ability and willingness to participate actively in the work of the committee.

Section 5.3 **Chief Executive Officer**. The Chief Executive Officer shall have all necessary authority with respect to and be responsible for the administration of all departments of the Corporation, subject only to the policies adopted and decisions made by the Board of Trustees. The Chief Executive Officer shall recommend to the Board of Trustees for its approval the overall strategy of the Corporation and its organizational structure. The Chief Executive Officer shall be the direct executive representative of the Board of Trustees in the management of the operations of the Corporation.

Section 5.4 **Treasurer**. The Treasurer shall be responsible for supervision of the care and custody of all funds and securities of the Corporation, shall keep or cause to be kept a full and accurate account of all monies received and paid on account of the Corporation and shall render a statement of accounts whenever the Board of Trustees shall require. The Treasurer shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.5 **Secretary**. The Secretary (or any Assistant Secretary in the absence of the Secretary) shall record all votes and the minutes of all proceedings of the Board of Trustees in a minute book to be kept permanently for such purpose, shall give or cause to be given all notices required by law or by these By-laws, shall have custody of the corporate seal and authority to affix the same to any obligation, instrument or contract executed on behalf of the Corporation and, when so affixed, to attest the same by signature, shall keep and account for all books, documents, papers and records of the Corporation, except those for which another officer or agent is properly accountable, and shall have such other powers and duties as may be assigned from time to time by the Board of Trustees.

Section 5.6 **Powers and Duties of Officers**. The powers and duties of the Corporate Officers shall be such as may be prescribed pursuant to these By-laws or from time to time by the Board of Trustees and, to the extent not so prescribed, as usually appertain to their respective offices, subject to the control of the Board of Trustees.

Section 5.7 **Election; Term of Office of Officers**. Except as provided herein and in Section 5.9 hereof, Corporate Officers shall be elected at the Annual Meeting of the Board of Trustees or at such other times at which the Board of Trustees may elect a Corporate Officer, and shall hold office until the next Annual Meeting of the Board of Trustees or until their successors shall have been elected and qualified. Corporate Officers may serve an unlimited number of terms, provided, however, that no Trustee shall be elected to or hold the office of Chairman of the Board for one or more terms the total length of which exceeds five years in the aggregate unless otherwise recommended by a vote of not less than eighty percent of the members of the Nominating Committee and authorized by a vote of not less than eighty percent of the members of the Board of Trustees as set forth in Sections 4.7 and 6.11 hereof. Notwithstanding the foregoing, a

Trustee who has held the position of Chairman of the Board for five years may be elected, without the necessity of either such eighty percent vote, to serve for an additional term of up to six months, if the additional term is necessary to accommodate the deferred commencement of the term of office of his or her successor. Nothing herein**,** including the five-year limitation described above, is intended to prohibit a Trustee from holding a different office after vacating the office of Chairman of the Board.

Section 5.8 Resignation; Removal of Officers. Any Corporate Officer may resign at any time by giving written notice of such resignation to the Board of Trustees, the Chairman of the Board or the Secretary. Such resignation shall take effect at the time specified therein or, if not so specified, upon receipt thereof. Any person serving as the Chairman of the Board or the Chief Executive Officer may be removed from such office with or without cause at any time by the Board of Trustees provided, however, that such action may be taken only at a meeting of the Board of Trustees the notice for which contains a statement that such action would be considered at the meeting. Any person serving as a Corporate Officer in any other capacity may be removed from such office with or without cause at any time by the Board of Trustees.

Section 5.9 Vacancies. Vacancies in any Corporate Officer position, whether occurring by death, resignation, removal or otherwise, may be filled at any time by the Board of Trustees.

Section 5.10 Honorary Chairman of the Board. The office of Honorary Chairman of the Board shall be an honorary office, which shall impose on the holder thereof no official duties or burdens. The holder of such office shall have the right to attend all meetings of the Board of Trustees and of the Members and to participate in their discussions, and shall lend to the Trustees, Members and other officers such advice, counsel and assistance as they may desire and as the holder of such office may be able and willing to give. The holder of such office may also serve as a member of the Board of Trustees if elected thereto, in which event he or she shall have all of the rights and privileges of both offices.

Section 5.11 Administrative Officers and Positions. The Chief Executive Officer may from time to time designate new or additional administrative titles, including but not limited to Senior Vice President and Vice President, and may appoint persons to fill such administrative positions. Any persons appointed to such positions shall be considered administrative officers of the Corporation, shall have such powers and duties as may be assigned to them from time to time by the Chief Executive Officer, and shall serve at the pleasure of the Chief Executive Officer. Despite their administrative titles, however, such persons shall not be Corporate Officers of the Corporation.

Article VI

Committees

Section 6.1 Appointment of Committees.

(a) The Board of Trustees, by resolution adopted by a majority of the entire Board, may designate from among its members Committees of the Board of Trustees (sometimes referred to in these By-laws as "Committees of the Board"), each consisting of three or more Trustees, and each of which, to the extent provided in such resolution or in these By-laws, shall have all of the authority of the Board of Trustees which lawfully may be delegated to such a committee. Except as otherwise provided in these By-laws, the Board of Trustees shall designate the members of each Committee of the Board of Trustees at the Annual or other meeting of the Board of Trustees. Members of Committees of the Board shall serve for one-year terms or until their successors are designated. Members of all Committees of the Board shall serve at the pleasure of the Board of Trustees. By virtue of their office, the Chairman and the Chief Executive Officer shall be members of all Committees of the Board of Trustees and of all Committees of the Corporation, subject to applicable law, provided that the Chief Executive Officer shall not be a member of the Compensation Committee or the Audit and Corporate Compliance Committee.

(b) The Board of Trustees may create such committees other than Committees of the Board of Trustees as it may deem desirable. Such committees shall have only the powers specifically delegated to them by the Board of Trustees.

(c) Committees other than Committees of the Board of Trustees created by the Board of Trustees shall be Committees of the Corporation. The members of Committees of the Corporation need not be Trustees.

(d) There shall exist an Executive Committee, a Compensation Committee and an Audit and Corporate Compliance Committee as Committees of the Board of Trustees. Such Committees shall have such powers, duties and responsibilities as may be prescribed by these By-laws or the Board of Trustees. The other Committees and Sub-committees provided for in this Article VI shall be considered Committees of the Corporation. Committees of the Corporation will have no authority of the Board of Trustees but may advise on matters within their specified areas of concern, but the naming and description of such committees does not require them to consider or advise on all such matters. Each Committee of the Corporation shall serve at the pleasure of the Board of Trustees, which may create new committees or eliminate or combine any or all of the committees or sub-committees provided for in this Article VI, subject to any required appropriate amendments to this Article VI.

Section 6.2 Meetings of Committees. Each Committee of the Board of Trustees, and each Committee of the Corporation, may adopt its own rules of procedure consistent with these By-laws. In the absence of a contrary provision in rules adopted by

a committee, the following rules shall apply. Committees may meet either regularly at stated times or specially on written notice, given by the chairman or vice-chairman of such committee or members constituting not less than one-third of the full membership of such committee, at least six days in advance thereof by mail, or one day in advance by telegraph, telephone, facsimile transmission, electronic mail or personal delivery to all members thereof or on such other notice as the committee or the Board of Trustees in creating such committee may determine. Notice of any meeting need not be given to any member, however, if waived by such member before or after the meeting in writing. No notice need be given of any meeting to any member who attends such meeting without protesting prior to such meeting or at the commencement thereof the lack of notice of such meeting. Committees of the Board shall keep regular minutes of their proceedings, reflecting business conducted, including findings, conclusions and recommendations, and shall report such minutes to the Board of Trustees when required. Committees of the Corporation shall keep such minutes and prepare such reports as may be required or as they determine are appropriate for matters on which they advise. Except as otherwise expressly required by law or by these By-laws or unless otherwise determined by the Board of Trustees, one-third of the members of a committee shall constitute a quorum and the action of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. No committee other than a Committee of the Board of Trustees shall commit the Corporation to any obligation, course of conduct or procedure unless such obligation, course of conduct or procedure is expressly delegated to such committee in these By-Laws or duly authorized by the Board of Trustees.

Section 6.3 **Action by Committees Without a Meeting**. Any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto shall be filed with the minutes of the committee.

Section 6.4 **Telephonic Participation in Meetings**. Any one or more of the members of a committee shall be permitted to participate in a meeting of such committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 6.5 **Executive Committee**.

(a) The Nominating Committee shall nominate, subject to election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, with the exact number of Trustees on such Committee to be fixed from time to time by the election or designation of members for such Committee. With the exception of (x) persons specified in these By-laws to be nominated as *ex officio* voting members of the Executive Committee, and (y) persons nominated pursuant to agreements with sponsored institutions, the Nominating Committee shall not consider any member of the Board of Trustees for nomination or renomination to the Executive Committee (i) subsequent to

such member's 80th birthday; and (ii) without the unanimous consent of the Nominating Committee, subsequent to such member's 75th birthday**.** Each of the following shall be nominated as an *ex officio* voting member of the Executive Committee: (A) the Chief Executive Officer; and (B) the Senior Executive Committee Member. The election or designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any member thereof, of any responsibility imposed by law.

(b) The Executive Committee, between meetings of the Board of Trustees, shall have and may exercise all of the authority of the Board of Trustees except as such authority is limited by applicable law and except to the extent, if any, that such authority would be inconsistent with any provision of these By-laws or is limited by any resolution to such effect adopted by the Board of Trustees. Among other things, the Executive Committee shall have the full authority of the Board of Trustees on all matters concerning strategic intent, network and business development, financial security, financial performance and operational efficiency of the Corporation. The Executive Committee shall be expected, but not required, to meet monthly except in months in which a regular meeting of the Board of Trustees is scheduled to be held.

Section 6.6 **Audit and Corporate Compliance Committee**. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Audit and Corporate Compliance Committee. The Audit and Corporate Compliance Committee shall be comprised of three or more Trustees, each of whom is not, and has not been within the last three years, an employee of the Corporation or of an Affiliate of the Corporation, or member of the Medical Staff; does not have a Relative who is, or has been within the last three years, a key employee of the Corporation or of an Affiliate of the Corporation; has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Corporation or an Affiliate of the Corporation (other than for Trustee expenses or compensation); is not a current employee of, or have a substantial financial interest in, or have a Relative who is a current officer of, or who has a substantial financial interest in, any entity that has made payments to, or received payments from, the Corporation or an Affiliate of the Corporation for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or two percent of such entity's consolidated gross revenues; and who otherwise does not have any relationship which in the opinion of the Chairman of the Board or the Board of Trustees would interfere with the exercise of independent judgment in carrying out the responsibilities of a member of the Committee. For purposes of this section, (a) Relative shall include a Trustee's spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; domestic partner or any other person if that person resides in the same household as the Trustee; and (b) Affiliate of the Corporation is any entity controlled by, in control of, or under common control with the Corporation. Members of the Committee must also be able to read and understand fundamental financial statements. The Chairman of the Committee

shall have accounting or related financial management expertise. The Committee shall have direct responsibility for the appointment, compensation and oversight of the work of the independent auditors employed by the Corporation for the purpose of preparing or issuing an audit report or related work, and such independent auditors shall report directly to the Committee. The Committee also shall oversee the Compliance Program, including compliance with the conflicts of interest and whistleblower policies of the Corporation; the Internal Audit Program; and Research Compliance Program. The Committee shall have such other duties and powers as are established in an Audit and Corporate Compliance Committee Charter approved by the Board of Trustees or the Executive Committee and shall have the resources and authority appropriate to discharge its duties, including the authority to retain and receive advice and assistance from outside legal, accounting or other advisers.

Section 6.7 **Committee on Community Health**. The Committee on Community Health will serve as a forum for identification and discussion of the health needs of the community and to recommend direction for the Health System to focus its attention. In carrying out its charge, it will consider the health issues of our region by reviewing Health System clinical service lines, health programs serving the community and health educational programs for the public, all on behalf of improving the health status of our communities. The Committee will meet as frequently as needed and include Health System Trustees and Associate Trustees from all the communities served by the Health System. It may, at its discretion, call upon other members of the community to serve in an advisory capacity.

Section 6.8 **Finance Committee**. The Finance Committee may advise, oversee and set policy for budgets, capital requirements, funding sources, pensions, investments, and insurance. The Finance Committee may assist in formulating and executing business models for ancillary services, including for-profit entities, to ensure that the operations of each entity consider the medical and financial needs of the entire Health System and are fully integrated into it. The Finance Committee may also provide support, assistance and guidance to management of the Health System in reviewing and evaluating potential significant System development transactions. The Committee, which may serve to advise the Executive Committee, will be expected but is not required to meet monthly. The Finance Committee shall have such sub-committees as it may determine.

Section 6.9 **Governance Committee**.

(a) The Governance Committee may advise and coordinate Corporation Board activities in the areas of governance of the Corporation, including the functionality of the committee structure, legal affairs, and nominating. It may recommend ways that the functioning of the committees can be improved in order to provide for active participation of additional Trustees and to facilitate the growth and development of future leaders. Specifically, the Governance Committee may advise

upon and make recommendations to the Board of Trustees, the Executive Committee, and/or the Chairman of the Board, as appropriate, in the following areas:

1. Board Size and Term Limits;
2. Diversity on the Board;
3. Number, Structures, and Membership of Committees;
4. Rotation of Committee Members;
5. Trustee Orientation and Continuing Education;
6. Trustee Self-Assessment;
7. Trustee Responsibilities;
8. Significant Changes to Corporate Organizational Documents; and
9. Other Significant Governance Policies and Procedures

(b) The Governance Committee may meet as frequently as needed. It will have a Nominating Committee and such other sub-committees as it may determine. The Nominating Committee will have the responsibilities specified in Section 6.11 hereof. Any other sub-committees may have such responsibilities as are assigned by the Governance Committee as being within their respective areas of concern. The Chairman of the Board and the Chairman of the Nominating Committee will be *ex-officio* members of the Governance Committee.

Section 6.10 Compensation Committee. The Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Compensation Committee. The persons so nominated shall include the Chairman of the Board, the Chairman-Elect, if any, the Chairman of the Governance Committee and such additional Trustees as shall be nominated by the Nominating Committee. The Chairman of the Board shall be the Chairman of the Compensation Committee. The Compensation Committee shall review annually the compensation proposed to be paid by the Corporation to its Corporate Officers who receive compensation from the Corporation, shall approve such compensation or make such adjustments thereto as it deems appropriate and shall approve all employment contracts to be entered into by the Corporation with any Corporate Officers. No employee, whether or not a member of the Board of Trustees or a Corporate Officer, shall be a member of the Compensation Committee, provided however, that the Chief Executive Officer and other Corporate Officers may be invited to attend and participate in meetings except with respect to decisions as to their respective compensation. With respect to matters within its purview, the Compensation Committee shall have all of the authority of the Board of Trustees, except that the term of office of the Chief Executive Officer shall be recommended by the Compensation Committee to the Executive Committee for, and shall be subject to, its ratification.

Section 6.11 Nominating Committee.

(a) The Nominating Committee shall consist of the Chairman of the Board, the immediate past Chairman of the Board (the "Past Chairman"), the Chairman

of the Governance Committee, the Chairman of the Nominating Committee if other than the Past Chairman, and such other members of the Board of Trustees as the Chairman of the Board and the Chairman of the Nominating Committee jointly designate, provided, however, that with the exception of the Chairman of the Board, the Past Chairman, the Chairman of the Governance Committee and the Chairman of the Nominating Committee, no person shall be elected or reelected to the Nominating Committee after such person's 80th birthday. Recommendations regarding the membership of the Nominating Committee may be provided by the Governance Committee to the Chairman of the Board and the Chairman of the Nominating Committee for their consideration. The Past Chairman shall serve as the Chairman of the Nominating Committee, unless the Past Chairman declines to so serve, in which case the immediately preceding Past Chairman shall serve as Chairman of the Nominating Committee. If the immediately preceding Past Chairman also declines to serve as Chairman of the Nominating Committee, the persons then serving as the members of the Nominating Committee shall select a person to serve as Chairman of the Nominating Committee. The Nominating Committee shall be responsible for recommending all candidates to serve on the Board of Trustees and all prospective Corporate Officers of the Corporation (including honorary and emeritus positions), all candidates to serve on the Board of Trustees or the Board of Directors of any corporation of which the Corporation is the sole member or as to which it has the right to nominate Trustees or Directors, as applicable, and all candidates to serve in or hold positions in the special categories of Trustees described in Section 3.10 hereof. The affirmative vote of a majority of the total number of members of the Nominating Committee, as fully constituted and without giving effect to any vacancies, shall be required to make recommendations, except that the affirmative vote of not less than eighty percent of such total number of members shall be required to recommend to the Board of Trustees that a particular Trustee be elected as Chairman of the Board for a term that would result in such person having held such office for more than the aggregate of five years permitted by Section 5.7 hereof. The Nominating Committee shall present to the Board of Trustees, at the regular meeting of the Board of Trustees immediately preceding the Annual Meetings of Members and the Board of Trustees, a list of all such candidates to be voted upon at such Annual Meetings.

(b) In addition to its responsibilities set forth in paragraph (a) above, the Nominating Committee shall nominate, subject to the election or designation by a majority of the entire Membership or by a majority of the entire Board of Trustees, members of the Board of Trustees to constitute the Executive Committee, Audit and Corporate Compliance Committee, and Compensation Committee in accordance with the provisions of Sections 6.5, 6.6 and 6.10 hereof, respectively**.** The Nominating Committee shall also have the responsibility for making recommendations with regard to leadership succession planning. In addition, at the request of the Chairman of the Board, the Nominating Committee may designate a Trustee as Senior Executive Committee Member. Not more than one Trustee shall bear the Senior Executive Committee Member designation.

Section 6.12 Facilities Planning Committee. The Facilities Planning Committee may advise upon and analyze site availability of owned property, evaluate

adequacy of existing facilities, examine feasibility of renovation and/or new construction, and examine availability of property for present and future expansion. The Committee, which may serve to advise the Executive Committee, may meet as frequently as needed.

Section 6.13 Development Committee. The Development Committee may create an organizational template of Trustees, Associate Trustees, professionals and Health System supporters to help finance the Health System's mission by drawing upon the strong community roots of member hospitals. The Committee may meet as frequently as needed and may establish such sub-committees as it considers appropriate for its work.

Section 6.14 Committee on Quality. The Committee on Quality may review the results of measures that evaluate clinical performance of the Corporation's health care affiliates to better understand how they meet accepted standards of practice. The Committee on Quality also may review analyses of sentinel events in order to understand how these incidents can be prevented in the future, to communicate lessons learned and for establishing best practices. The Committee on Quality will meet not less than ten times per year and will be comprised of members of the Board of Trustees, as well as senior leadership representing administration, nursing and the Medical Staff of the Corporation's health care affiliates.

Section 6.15 Committee on Education. The Committee on Education may advise upon and provide consent for medical school relationships and may develop continuing education strategies. The Committee may meet as frequently as needed.

Article VII

Funds and Property

Section 7.1 **Gifts and Endowments**. The Board of Trustees shall establish the conditions under which the Corporation shall accept contributions, devises and bequests from donors and the terms for the commemoration of any such gifts through the establishment of endowments or otherwise. Nothing herein is intended to limit the ability of any of the Corporation's affiliates to establish the conditions under which they may accept contributions from donors and the terms for the commemoration of any such gifts.

Section 7.2 **Deposit of Funds**. The Board of Trustees shall select banks or depositories as it shall deem proper for the funds of the Corporation. The Board of Trustees shall determine who shall be authorized on behalf of the Corporation to sign checks, drafts or other orders for the payment of money, acceptances and notes or other evidences of indebtedness.

Section 7.3 **Investments**. The funds of the Corporation may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board of Trustees may deem desirable, provided that such funds may be maintained uninvested, as the Board of Trustees may deem advisable.

Section 7.4 **Contracts**. Deeds, mortgages, contracts, leases and other instruments relating to the property of the Corporation or under which the Corporation may incur liability may be signed in the name of the Corporation by the Chairman of the Board, the Chief Executive Officer, any other Corporate Officer, or by any other signatory authorized to sign such instrument by the Board of Trustees.

Article VIII

Indemnification

Section 8.1 **Trustees and Officers**. The Corporation shall indemnify each person who is a present or former Trustee or officer of the Corporation or member of a committee established pursuant to Article VI who is or was made or threatened to be made a party to, or is or was involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, or whether brought by or in the right of the Corporation, by reason of the fact that such person (i) is or was a Trustee, officer or committee member; or (ii) in the case of a present or former Trustee or officer, serves or served, at the request of the Corporation, any other corporation, partnership, joint venture, trust, or employee benefit plan in any capacity, against judgments, assessments, fines, amounts paid or to be paid in settlement, penalties, taxes and reasonable costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with such action or proceeding or any appeal therein, except where a judgment or other final adjudication adverse to such person establishes that (a) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty, and, in either case, were material to the cause of action so adjudicated; or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. For all purposes of this Article VIII: (i) the term "Trustee" shall include all Trustees and all Life Trustees, Honorary Trustees and Associate Trustees elected pursuant to Section 3.10; and (ii) the term "officer" shall include all Corporate Officers of the Corporation who are elected pursuant to Section 5.1 and all administrative officers of the Corporation who are appointed pursuant to Section 5.11 with the titles of Senior Vice President or Vice President.

Section 8.2 **Reimbursement**. The Corporation shall, from time to time, reimburse or advance to any person described in Section 8.1 the funds necessary for payment of expenses incurred by such person in connection with any threatened, pending or completed action, proceeding or appeal, described in Section 8.1 upon receipt, if required by the New York Not-for-Profit Corporation Law or deemed appropriate by the Board of Trustees, of a written undertaking by or on behalf of such person to repay such amount(s) if it is ultimately determined that such person is not entitled to indemnification under this Article VIII or otherwise, or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is entitled, provided that such person shall cooperate in good faith with any request of the Corporation that common counsel be used by parties to any action, proceeding or appeal who are similarly situated, unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 8.3 **Other Rights**. The Corporation, by resolution adopted by its Board of Trustees, or, if such power is delegated to the Chief Executive Officer by the Board of Trustees, by action of the Chief Executive Officer, may indemnify and reimburse or advance expenses to any person, whether or not described in Section 8.1, to whom the Corporation is permitted to provide indemnification or the reimbursement or

advancement of expenses, to the fullest extent permitted by applicable law as it may exist from time to time, whether pursuant to rights granted pursuant to, or provided by, the New York Not-for-Profit Corporation Law or other rights created by (a) a resolution of the Board of Trustees or (b) an agreement approved by the Board of Trustees providing for such indemnification or reimbursement or advancement of expenses, it being expressly intended that this Article VIII authorizes the creation of other rights in any such manner. Any such indemnification and any such reimbursement or advancement of expenses may, in the Board's discretion and to the extent permitted by law, be retroactive and be available with respect to events occurring prior to the adoption hereof and prior to any such resolution or agreement.

Section 8.4 Applicable Law. Any person entitled to be indemnified or to the reimbursement or advancement of expenses as a matter of right pursuant to this Article VIII may elect to have the right to indemnification (or reimbursement or advancement of expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time indemnification (or reimbursement or advancement of expenses) is sought.

Section 8.5 Enforcement.

(a) Contract Right. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to Section 8.1 or 8.2 of this Article VIII or a resolution or agreement authorized pursuant to Section 8.3 of this Article VIII: (a) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof (or of any such resolution) were set forth in a separate written contract between the Corporation and such person; (b) is intended to be retroactive and shall, to the extent permitted by law, be available with respect to events occurring prior to the adoption hereof or of any such resolution or agreement; and (c) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution or agreement with respect to events occurring prior thereto. The Corporation shall not be obligated under this Article VIII (including any resolution or agreement authorized by Section 8.3 of this Article VIII) to make any payment hereunder (or under any such resolution or agreement) to the extent the person seeking indemnification hereunder (or under any such resolution or agreement) has actually received payment (under any insurance policy, resolution, agreement or otherwise) of the amount otherwise indemnifiable hereunder (or under any such resolution or agreement).

(b) Right to Bring Suit. If a request to be indemnified or for the reimbursement or advancement of expenses pursuant to this Article VIII (including any resolution or agreement authorized by Section 8.3) is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may, within the time frame allowed by law, bring suit against the Corporation to recover the unpaid amount of the claim, and, if successful in whole or in part, the claimant shall be entitled also to be paid the reasonable expenses of prosecuting such claim. Neither the failure of the Corporation (including its Board of Trustees or independent legal counsel)

to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Trustees or independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall create a presumption that the claimant is not so entitled.

Section 8.6 **Non-Exclusivity**. The rights granted pursuant to or provided by the foregoing provisions of this Article VIII shall be in addition to and shall not be exclusive of any other rights to indemnification and expenses to which any person may otherwise be entitled by law, contract or otherwise.

Section 8.7 **Insurance**. The Corporation is not required to purchase Trustees and Officers liability insurance, but the Corporation may purchase such insurance. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article VIII or by operation of law, and it may insure directly the Trustees, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article VIII as well as for liabilities against which they are otherwise entitled or permitted to be indemnified by the Corporation.

Section 8.8 **Definitions**. Without limiting any indemnification provided by Section 8.1, for purposes of this Article VIII, the term: (a) "the Corporation" shall include any legal successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the assets of the Corporation in one or more transactions; (b) "person" shall include the personal representative, testator or intestate of a person; and (c) service "at the request of the Corporation" shall include service provided to (i) any other corporation or other entity which may be specified by resolution of the Board of Trustees or its Executive Committee, (ii) any corporation, partnership, joint venture, trust or other enterprise of which fifty percent or more of the voting power or economic interest is held, directly or indirectly, by the Corporation, or (iii) any employee benefit plan of the Corporation or of any entities referred to in clauses (i) or (ii).

Article IX

Amendments

Section 9.1 **Amendments**. These By-laws may be amended or repealed and new By-laws may be adopted only at a meeting of the Board of Trustees or at a meeting of the Members by the vote of two-thirds of the Trustees or Members present at the time of such vote, if a quorum is present at such time (except that the vote of not less than eighty percent of the entire Board of Trustees shall be necessary to authorize any amendment or repeal of any of the provisions of Section 4.7, 5.7 or 6.11 hereof relating to the required eighty percent vote of the Nominating Committee to recommend, and of the Board of Trustees to authorize, the election of any Trustee to a term as Chairman of the Board that would result in such person holding such office for more than an aggregate of five years), provided that the text or substance of the proposed amended, repealed or new By-law shall have been given to the Trustees or Members not less than three days prior to such meeting.

Article X

Miscellaneous

Section 10.1 Corporate Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its incorporation, and the words "Corporate Seal, New York." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise used.

Section 10.2 Books and Records. The Corporation shall keep correct and complete books and records of account and minutes of the proceedings of the Board of Trustees and the Members and any committee thereof.

Section 10.3 Fiscal Year. The Board of Trustees shall have the power to fix from time to time the fiscal year of the Corporation.

Section 10.4 Annual Audit. Following the close of each fiscal year of the Corporation, a firm of certified public accountants selected by the Board of Trustees shall audit the balance sheet of the Corporation at the end of such fiscal year and the statement of operations of the Corporation for such fiscal year and shall submit a report on their examination of such financial statements to the Board of Trustees.

Section 10.5 Actions as Shareholder or Sole Member of Affiliates. Any actions which may be taken by the Corporation as the shareholder or sole member of any other corporation shall be deemed to have been validly taken if either: (i) taken without a meeting in the form of a written consent, setting forth the actions to be taken, signed in the name of the Corporation by either the Chairman, the Chief Executive Officer, or another Corporate Officer of the Corporation or by any other signatory authorized to sign such consent by the Board of Trustees; or (ii) taken by valid action of the Board of Trustees or of the Executive Committee of the Board of Trustees.

Section 10.6 Conflicts of Interest.

(a) A conflict of interest may exist when a member of the Board of Trustees or an employee of the Corporation has the opportunity to influence the Corporation's business or other decisions in ways that could lead to personal gain or advantage of any kind for such person or any of his or her family or associates. A member of the Board of Trustees or an employee of the Corporation may have a conflict of interest when he or she or any of his or her family or associates (to his or her present knowledge) either (i) has an existing or potential financial or other material interest which could influence or might appear to influence the individual's independent judgment in the discharge of responsibilities to the Corporation; or (ii) may receive a financial or other material benefit from knowledge of information confidential to the Corporation or from a transaction involving the Corporation. The family of an individual includes his or her spouse, parents, siblings, children and any other blood relative if the latter resides in the same household. An associate of an individual includes any person,

trust, corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the individual or any member of his or her family (i) is a director, officer, employee, member, partner or trustee; or (ii) has a significant financial interest or any other interest which enables him or her to exercise control or significantly influence policy of the associate.

(b) The Corporation shall adopt and implement appropriate policies and procedures designed to effectuate disclosure of actual or potential conflicts of interest and appropriate responses thereto.

Section 10.7 Gender Neutrality. For purposes of these By-laws, the words "Chairman" and "Chairmen" in any context shall refer to males or females holding such positions.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: COOPER MASON VENTURES NY LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NASS

FILED:05/14/2015 DURATION:********* CASH#:150514000771 FILM #:150514000727
DOS ID:4759106

FILER: EXIST DATE
GARFUNKEL WILD PC 05/14/2015
111 GREAT NECK ROAD

GREAT NECK, NY 11021

ADDRESS FOR PROCESS:
COOPER MASON VENTURES NY LLC
C/O GARFUNKEL WILD, PC 111 GREAT NECK ROAD
GREAT NECK, NY 11021

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: EMPIRE CORPORATE & INFORMATION SERVICE SERVICE CODE: 12 *

FEES	235.00	PAYMENTS	235.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	235.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 15, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

E-12

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ARTICLES OF ORGANIZATION

OF

COOPER MASON VENTURES NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

FIRST: The name of the limited liability company (hereinafter referred to as the "Company") is:

COOPER MASON VENTURES NY LLC

SECOND: The county within this state in which the office of the Company is to be located is:

NASSAU COUNTY

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

Cooper Mason Ventures NY LLC
c/o Garfunkel Wild, PC
111 Great Neck Road
Great Neck, New York 11021

FOURTH: No organizer, member or manager of the Company shall be personally liable for any loss, liability or damages (including attorneys' fees) which may arise out of or in connection with any act or conduct undertaken or committed in his or her capacity as an organizer, member or manager; except that this provision shall not relieve an organizer, member or manager from liability for any breach of duty based on an act or omission: (i) in breach of the organizer's, member's or manager's duty of loyalty to the Company, (ii) not performed in good faith or involving a knowing violation of law, or (iii) resulting in the receipt by the organizer, member or manager of an improper personal benefit.

FIFTH: The Company shall defend, indemnify and hold harmless all organizers, members, managers, and former organizers, members and managers of the 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 arising in connection the performance of the duties, or by reason of its status, as such organizer, member or manager of the Company, including without limitation, 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 gave rise to the cause of action or proceedings occurred while the organizer, member or manager was serving in such capacity for the 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.

SIXTH: The company will be managed by one or more managers.

DATED: May 11, 2015

Vanessa Bourboulis, Organizer

3255048v.2

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ARTICLES OF ORGANIZATION

OF

COOPER MASON VENTURES NY LLC

(Under Section 203 of the Limited Liability Company Law of the State of New York)

1 cc

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 14 2015

TAX $_____

BY: KA

Filer:

GARFUNKEL WILD, P.C.
111 GREAT NECK ROAD
GREAT NECK, NY 11021

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DRAWDOWN

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2015 MAY 14 PM 12:06

2015 MAY 14 PM 3:50

FILED

771

OPERATING AGREEMENT
OF
COOPER MASON VENTURES NY LLC

THIS OPERATING AGREEMENT is made and entered into effective as of [redacted] by and [redacted], as members (hereafter sometimes referred to collectively as "Members" or individually as a "Member"), and [redacted], as Manager (hereafter sometimes referred to as the "Manager").

In consideration of their mutual promises, covenants, and agreements, the parties hereto do hereby promise, covenant and agree as follows:

ARTICLE 1

ORGANIZATIONAL MATTERS

Section 1.1 Formation. The initial Members formed a limited liability company under the laws of the State of New York effective May 14, 2015.

Section 1.2 Name. The name of the limited liability company is "Cooper Mason Ventures NY LLC" (the "Company").

Section 1.3 Principal Office. The principal office of the Company shall be located at 120 East 56th St., Suite 320, New York, NY 10022. The Managers may from time to time change the Company's principal office to another location and/or add additional offices.

Section 1.4 Purpose. The purpose of the Company shall be as follows:

(a) To invest in, acquire, manage and operate an interest in a limited liability company, joint venture or other strategic alliance for the manufacture and distribution of medical marijuana and related cannabis products in the State of New York (the "Business");

(b) To 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 (as hereinafter defined); and

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

For the avoidance of doubt, any lawful business or activity shall include such business and activity as may be permitted by state and local law, notwithstanding federal law to the contrary.

Section 1.5 Term. The term of the Company commenced on the date of the formation and shall continue in perpetuity, unless its existence is earlier terminated pursuant to Article 11 of this Agreement.

ARTICLE 2

DEFINITIONS

Section 2.1 Definitions. As used in this Operating Agreement, the following terms have the following meanings:

(a) "Act" means the means the "New York Limited Liability Company Law", as amended from time to time (or any corresponding provisions of succeeding law).

(b) "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:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The above definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(c) "Affiliate" shall mean, with respect to any Person (as hereinafter defined), (i) any Person directly or indirectly controlling, controlled by or under common control with such person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, manager or general partner of such Person, members of the immediate family of such Person, or any trusts or entities for the benefit of or controlled by any such Person or their respective immediate family members, or (iv) any Person who is an officer, director, manager, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by" or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(d) "Agreement" or "Operating Agreement" means this agreement, as amended from time to time. Words such as herein, hereinafter, hereof, hereto and hereunder refer to this Agreement as a whole, unless the context otherwise requires.

(e) "Bankruptcy" means:

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

(f) "Capital Account" means with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 7.3 through 7.6 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member;

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 7.3 through 7.6 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any Property contributed by such Member to the Company;

(iii) In the event any Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest; and

(iv) In determining the amount of any liability for purposes of Sections 2.1(f)(i) and 2.1(f)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. The Managers are empowered to make modifications to the manner in which Capital Accounts are computed if it is determined that such adjustments are necessary in order to comply with such Regulations, provided that such adjustments are not likely to have a material effect on the amounts distributable to a Member hereunder upon the dissolution of the Company in accordance with Article 11 hereunder.

(g) "Capital Contribution" means, with respect to any Member, the amount of money and the initial fair market value of any other property (net of liabilities to which such property is subject) contributed to the Company by such Member.

(h) "Code" means the United States Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(i) "Company Minimum Gain" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(j) "Depreciation" shall mean, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

(k) "Gross Asset Value" means, with respect to any Property, the Property's adjusted basis for federal income tax purposes, except as follows:

(i) The Gross Asset Value of any Property contributed by any Member to the Company initially shall be the gross fair market value of such Property;

(ii) The Gross Asset Value of all Property shall be adjusted to equal the respective gross fair market values of such Property as of the following times: (x) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution; (y) the distribution by the Company to a Member of more than a *de minimis* amount of Property as consideration for an Interest in the Company; or (z) the liquidation of the Company within the meaning of Regulations Section 1.704-

1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (x) and (y) above shall be made only if the Managers determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Property distributed to a Member shall be adjusted to equal the gross fair market value of such Property on the date of distribution as determined by the distributee and the Managers; provided, however, if a Manager or its Affiliate is the distributee, such gross asset value shall be subject to approval by a Majority in Interest; and

(iv) The Gross Asset Value of Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such Property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining the Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), Section 2.1(x)(vi) and 7.3(e) hereof; provided, however, that the Gross Asset Value shall not be adjusted pursuant to this Section 2.1(k)(iv) to the extent the Managers reasonably determine that an adjustment pursuant to Section 2.1(k)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.1(k)(iv).

If the Gross Asset Value of Property has been determined or adjusted pursuant to Section 2.1(k)(i), Section 2.1(k)(ii) or Section 2.1(k)(iv) hereof, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such Property for purposes of computing Profits and Losses.

(l) "Interest" means, with respect to a Member, the percentage ownership interest of such Member in the Company as set forth opposite its name on Exhibit A hereto, as it may be amended in accordance with the terms hereof, including any and all benefits which the holder of such an Interest may be entitled, and all restrictions which the holder of such Interest may be subject to, as provided in this Agreement, together with all obligations of such Person to comply with the terms of this Agreement.

(m) "Majority in Interest" means

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(n) "Manager" or "Managers" means one or more managers of the Company, who are selected by the Members or appointed pursuant to the terms of this Agreement, and all Persons that succeed any Manager in that capacity. The initial Manager shall be Jordan A. Lewis. All references to "Managers" shall mean the Manager if there is only one Manager.

(o) "Member" or "Members" means

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(p) "Member Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(q) "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(r) "Member Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(s) "Net Cash from Operations" means the gross cash proceeds from Company operations in the ordinary course of business, less the portion thereof used to pay, or establish Reserves for, all Company expenses, debt payments, capital expenditures, replacements, and contingencies, all as determined by the Managers. "Net Cash from Operations" shall not be reduced by Depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of Reserves previously established pursuant to the first sentence of this Section 2.1(s) and Section 2.1(t) hereof.

(t) "Net Cash from Sales" means the net cash proceeds from all sales and other dispositions other than in the ordinary course of business, less any portion thereof used to establish Reserves, all as determined by the Managers. "Net Cash from Sales" shall include all principal and interest payments with respect to any note or other obligation received by the Company in connection with sales and other dispositions (other than in the ordinary course of business) of Property.

(u) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(v) "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(w) "Person" shall mean any individual, partnership, corporation, trust, limited liability company, limited liability partnership or other entity.

(x) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 2.1(x)(i) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 2.1(x) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(k)(ii) or Section 2.1(k)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the Depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 2.1(j) hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this Section 2.1(x), any items which are specially allocated pursuant to Sections 7.3 or 7.5 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specifically allocated pursuant to Sections 7.3 or 7.5 hereof shall be determined by applying rules analogous to those set forth in Sections 2.1(x)(i) through 2.1(x)(vii) above.

(y) "Property" means all real and personal property of the Company and any improvements thereto, and shall include both tangible and intangible personal property.

(z) "Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(aa) "Reserves" shall mean, with respect to any fiscal period, the amount of funds set aside for, or amounts allocated during such period to, contingent liabilities, working capital, repairs, replacements, renewals and to pay taxes, insurance, debt service, or other costs or

expenses incident to the ownership or operation of the Company or otherwise determined by the Managers as necessary to meet the current or anticipated future needs of the Company.

(bb) "Substitute Member" means a Permitted Transferee who is admitted, pursuant to Section 9.2(d) hereof, as a Member to the Company in place of a Member or in partial place of a Member.

ARTICLE 3

INTERESTS; CAPITAL CONTRIBUTIONS

Section 3.1 Initial Contributions. In connection with the execution of this Agreement, the Members shall make or have made a Capital Contribution of cash or property with an agreed upon value as set forth on Exhibit A. In consideration of their making such Capital Contributions and undertaking other obligations set forth herein, the Members shall receive or have received the Interests reflected on Exhibit A. The name, address, Capital Contribution and Interests of each Member shall be set forth on Exhibit A, which Exhibit A shall be amended by the Manager from time to time, as required or permitted by this Agreement.

Section 3.2 Additional Contributions.

(a) Investment in Joint Venture. The Members anticipate expending up to

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(b) Additional Contributions. Except as otherwise provided herein, no Member shall be required to make any additional Capital Contributions.

Section 3.3 Loans.

(a) [redacted]

pursuant to a credit line to be drawn upon the request of the Managers pursuant to loan documents in mutually agreeable form, provided that $250,000 shall be available to be drawn

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

(b) Subject to the approval of the Managers and the terms of this Agreement, any Member may loan funds to the Company under such terms as may be agreed upon by the lending Member and the Managers from time to time; provided, however, if the lending Member or its Affiliate is the sole Manager(s), the terms of the loan shall be approved by the Board of Directors. A Member's loans to the Company shall not be added to its Capital Account.

Section 3.4 Admission of Additional Members. Upon the consent of a Majority in Interest, the Company may sell an Interest and admit other Members on such terms and conditions as such Members may determine. Any new Member who purchases an Interest shall sign a signature page to this Agreement and Exhibit A shall be amended. If existing Members purchase additional Interests or receive additional Interests, Exhibit A shall be amended accordingly.

ARTICLE 4

MEMBERS MEETINGS AND RECORD DATES

Section 4.1 Meetings. Meetings of the Members may be called by a Manager or Members holding 10% of the Interests. Meetings shall not be required to be held on an annual basis.

Section 4.2 Place of Meeting. The Managers may designate any place within or without the State of New York as the place of meeting for any meeting. If no designation is made, the place of meeting shall be at the location of the principal office of the Company.

Section 4.3 Participation by Electronic Means. Any Member may participate in a meeting of the Members by means of a telephone conference or similar electronic communications process including video conferencing by means of which all Persons participating in the meeting can hear and speak to each other at the same time or in sequence, and participation in a meeting pursuant to this provision shall constitute presence at the meeting.

Section 4.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than sixty (60) days before the date of the meeting, in the manner specified in Section 15.1 hereof, by or at the direction of the Managers to each Member of record entitled to vote at such meeting. Such notice shall be deemed to be delivered at the time specified in Section 15.1 hereof. Notwithstanding the foregoing, when any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice,

whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4.6 Meeting of All Members. If all of the Members entitled to vote at a meeting shall meet at any time and place, either within or without the State of New York, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any Company action may be taken.

Section 4.7 Closing of Fixing of Record Date. If the record books are not closed or no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the first date on which notice of the meeting is mailed shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided herein, such determination shall apply to any adjournment thereof.

Section 4.8 Quorum.

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

Section 4.9 Manner of Acting. If a quorum is present, the affirmative vote of a Majority in Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by this Agreement.

Section 4.10 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. The revocation of a proxy is not effective until the Company has received written notice of the revocation.

Section 4.11 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting of the Members, may be taken without a meeting if consent, in writing, setting forth the action so taken shall be signed by the Members holding the Interests which would be necessary to authorize or take such action at a meeting at which all Interests entitled to vote thereon were present and voting. Notice shall be given to those Members who did not consent in writing promptly after such authorization by consent is obtained. The notice shall accurately describe all material features of the authorized action.

ARTICLE 5

MANAGERS/BOARD OF DIRECTORS

Section 5.1 Manager.

(a) In General. The business and affairs of the Company shall be managed by the Managers. The Managers shall direct, manage and control the business of the Company. Except

for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the Act, the Managers shall have exclusive, sole, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, and to perform any all other acts and activities customary or incident to the management of the Company's business. At any time there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one Manager is expressly required pursuant to this Operating Agreement.

(b) Specific Rights and Powers. In addition to any other rights and powers which a Managers may possess under the Act or this Agreement, the Managers shall have, subject to the provisions of this Section 5.1 and Section 5.3 and any other applicable provision of this Agreement that requires the consent of a Majority of the Managers, all rights and powers required or appropriate to manage and control the business, affairs and property of the Company, including but not limited to, the following rights and powers, to the extent they are in furtherance of the best interests of the Company:

(i) To operate and manage the Company and the Property in a manner determined by the Managers to be consistent with the purposes as set forth in this Agreement;

(ii) To sell or accept any offer to sell, lease, license, assign, exchange or otherwise transfer or convey the Property;

(iii) To acquire property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(iv) To execute on behalf of the Company any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of the Property including, but not limited to checks, drafts, notes or other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, pledge or disposition of property, assignments, bills of sale, leases, supply and distribution agreements, and any other documents necessary or appropriate, in the opinion of the Managers, to carry out the business of the Company;

(v) To invest funds of the Company, including funds held as Reserves, in certificates of deposit or interest-bearing time deposits in Federally insured state or national banks; or in United States Government securities; or in bank repurchase agreements, bankers acceptances or money market funds; or in other investments, as the Managers may, from time to time, deem to be in the best interests of the Company; provided that the Managers shall not invest Company funds in such a manner that the Company will be considered to be holding itself out as being engaged primarily in the business of investing, reinvesting, or trading in securities or will otherwise be deemed to be an investment company under the Investment Company Act of 1940;

(vi) To acquire, enter into and pay for any contract of insurance which the Managers reasonably deem necessary and proper for the protection of the Company, for the conservation of the Property or for any purpose beneficial to the Company;

(vii) To engage and dismiss such employees, agents, attorneys, accountants, brokers and other professionals, consultants, experts and contractors, as the Managers may deem necessary or advisable in conducting the Company's business and determine their compensation, benefits and other terms of employment or hiring;

(viii) To bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Company; and

(ix) To perform or cause to be performed all of the Company's obligations under any agreement to which the Company is a party.

Section 5.2 Board of Directors.

(a) Constitution. The board of directors of the Company (the "Board of Directors" or "Board")

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successor and appoint and remove subsequent successors. Upon the resignation or inability to

and the right to remove such successor and appoint and remove subsequent successors. Upon the

right to designate his successor and the right to remove such successor and appoint and remove subsequent successors.

(b) Meetings. Meetings of the Board shall be called upon no less than five (5) days' notice by the Manager and may be held at any place within or without the State of New York which has been designated in the notice of the meeting or at such place as may be approved by the Board. Board members may participate in a meeting through use of conference telephone or similar communications equipment, so long as all Board members participating in such meeting can hear one another. Participation in a meeting in such manner shall constitute presence in person at such meeting. A majority of the Board members present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty four (24) hours, notice of any adjournment shall be given prior to the time of the adjourned meeting to the Board members who are not present at the time of the adjournment.

(c) Quorum/ Action. A majority of the Board members constitutes a quorum of the Board members for the transaction of business and, except as specifically provided herein, every act or decision done or made by the Board shall require the affirmative vote or approval of a majority of the Board members. A meeting at which a quorum is initially present may continue

to transact business notwithstanding the withdrawal of a Board member, if any action taken is approved by at least a majority of the Board members.

(d) Action without Meeting. Any action required or permitted to be taken by the Board may be taken by the Board members without a meeting if a majority of the Board members consent in writing to such action. Such action by written consent shall have the same force and effect as the vote of a majority of the Board members at a duly called meeting.

(e) Expenses. Board members shall be reimbursed for all reasonable out-of-pocket fees and expenses incurred in connection with the performance of their duties and obligations to the Company, including the attendance of any Board meetings.

Section 5.3 Powers Subject to Approval.

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

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

(b) Restrictions on Powers. Notwithstanding Sections 5.1 and 5.3(a) hereof, without the unanimous consent of the Members, no Manager shall have the authority to:

(i) Knowingly do any act in contravention of this Agreement;

(ii) Possess Property, or assign rights in specific Property, for other than a Company purpose; or

(iii) Take any other action set forth herein requiring the consent of all of the Members.

(c) Restrictions on Issuance of Equity Incentives. Notwithstanding Sections 5.1 and 5.3(a) hereof, the

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

Section 5.4 Duties. The Managers shall owe a duty of loyalty and a duty of care to the Company and the other Members of the Company pursuant to the Act.

Section 5.5 Election. The initial Manager is Jordan A. Lewis. Each Manager shall act until such Manager's dissolution, resignation, death or incapacity (or if an entity, the death or incapacity of the Person controlling such entity) and shall not otherwise be subject to removal. Additional and successor Manager(s) shall be appointed by consent of a Majority in Interest.

Section 5.6 Compensation/Reimbursement. The Managers shall be entitled to reasonable compensation for management of the Company's business, provided that such compensation shall be approved by the Board. Except as otherwise provided in an employment agreement, if any, the Managers shall be entitled to be reimbursed for all reasonable and documented out-of-pocket expenses which are incurred by him or her on behalf of the Company in connection with the Company's business.

Section 5.7 Resignation. A Manager may resign at any time by giving not less than five (5) days prior written notice to the Board. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.8 Meetings. Meetings of the Managers may be called by or at the request of any Manager. The meetings of the Managers shall be held at the principal office of the Company, unless all Managers consent to another location.

Section 5.9 Participation by Electronic Means. Any Manager may participate in a meeting of the Managers by means of a telephone conference or similar electronic communications process including video conferencing by means of which all persons participating in the meeting can hear and speak to each other at the same time or in sequence, and participation in a meeting pursuant to this provision shall constitute presence at the meeting.

Section 5.10 Notice. Notice of any meeting of the Managers shall be given at least three (3) days prior thereto in the manner specified in Section 15.1 hereof. Such notice shall be deemed to be delivered at the time specified in Section 15.1 hereof. Any Manager may waive notice of any meeting. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Managers need be specified in the notice or waiver of notice of such meeting. Notwithstanding the foregoing, when any notice is required to be given to any Manager, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section 5.11 Quorum/Manner of Acting. A quorum for the transaction of business at any meeting of the Managers shall consist of a not less than a majority of the Managers. If a quorum is not present at such meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. Unless otherwise provided herein or by the Articles of Organization, any action required or permitted to be taken at a meeting of the Managers shall require the affirmative vote of a majority of the Managers.

Section 5.12 Action by Managers Without a Meeting. Any action required or permitted to be taken at a meeting of the Managers, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the Managers, and included in the minutes or filed with the Company records. Such consent shall have the same effect as a unanimous vote.

Section 5.13 Action by Managers Without a Meeting. Any action required or permitted to be taken at a meeting of the Managers, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the Managers, and included in the minutes or filed with the Company records. Such consent shall have the same effect as a unanimous vote.

ARTICLE 6

OFFICERS

Section 6.1 **Establishment.** The Company may establish, at the direction of the Managers, as many officers as it may need from time to time.

Section 6.2 **Election of Officers.** The officers of the Company shall be chosen by the Managers, and each shall serve at the pleasure of the Managers, subject to the rights, if any, of any officer under any contract of employment. The officers of the Company are as follows as of the date hereof:

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

Section 6.3 **Powers and Duties of Officers.** The officers of the Company shall have such powers and duties in the management of the Company as may be prescribed by the Managers and, to the extent not so provided, as generally pertain to their respective offices under New York Business Corporation Law, subject to the control of the Managers.

Section 6.4 **Compensation.** Salaries of executive officers employed by the Company shall be recommended by the Managers and approved by the Board, or established under employment agreements recommended by the Managers and approved by the Board. No officer shall be prevented from receiving such salary because he or she is also a Manager and/or Member of the Company.

Section 6.5 **Removal and Resignation of Officers.**

(a) Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Managers. Election or appointment of an officer shall not of itself create contractual rights.

(b) Any officer may resign at any time by giving written notice to the Managers. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

Section 6.6 **Vacancies in Offices.** A vacancy in any office for any reason whatsoever may be filled, by the Managers, for the unexpired portion of the term.

ARTICLE 7

ALLOCATIONS FOR TAX PURPOSES

Section 7.1 Profits. After giving effect to the special allocations set forth in Sections 7.3 and 7.5 hereof and except as otherwise provided herein, Profits for any fiscal year or other applicable period shall be allocated to the Members in accordance with the following order and priority:

(a) First, to and among the Members, in proportion to, and to the extent of, the cumulative Losses previously allocated to each Member pursuant to Section 7.2(b), until the cumulative amount of Profits allocated to them pursuant to this Section 7.1(a) for such fiscal year and all prior fiscal years is equal to the cumulative amount of Losses allocated to them pursuant to Section 7.2(b); and

(b) Then any remaining Profit shall be allocated among the Members in accordance with their Interests.

Section 7.2 Losses. After giving effect to the special allocations set forth in Sections 7.3 and 7.5 hereof and except as otherwise provided herein, Losses for each fiscal year or other applicable period shall be allocated to the Member as follows:

(a) Losses for each fiscal year shall be allocated to and among the Members in accordance with their Interests; and

(b) Notwithstanding Section 7.2(a) above, to the extent any Losses allocated to a Member under Section 7.2(a) would cause such Member to have an Adjusted Capital Account Deficit as of the end of the fiscal year to which such Losses relate, such Losses shall be allocated to the Members which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Accounts, or if no such Member exists, then to the Members in accordance with their Interests.

Section 7.3 Special Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in Regulations Sections 1.704-2(f), notwithstanding any other provision of this Article 7, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). 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 Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 7.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be applied and interpreted consistently therewith,

including the exceptions to the minimum gain chargeback requirement set forth in Regulations Sections 1.704-2(f), and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article 7, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 7.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith, including the exceptions set forth in Regulations Section 1.704-2(f)(2) and (3) to the extent that such exceptions apply to Regulations Section 1.704(2)(i)(4).

(c) Qualified Income Offset. In the event a Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, 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 Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 7.3(c) 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 7 have been tentatively made as if this Section 7.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a Deficit Capital Account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 7.4(d) shall be made only if and to the extent that such Member would have a Deficit Capital Account in excess of such sum after all other allocations provided for in this Article 7 have been tentatively made as if Section 7.3(c) hereof and this Section 7.3(d) were not in the Agreement.

(e) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company Property pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Regulations Sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its Interest in the Company, the amount of such adjustment to the Capital

Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(f) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be specially allocated among the Members in proportion to their Interests.

(g) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(h) Curative Allocations. The allocations set forth in Sections 7.2(b), 7.3(a), 7.3(b), 7.3 (c), 7.3(d), 7.3(e), 7.3(f), and 7.3(g) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 7.3(h). Therefore, notwithstanding any other provisions of this Article 7 (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate, with the advice of the Company's accountants or legal counsel to the Company, so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 7.1 and 7.2(a). In exercising their discretion under this Section 7.3(h), the Managers shall take into account future Regulatory Allocations under Sections 7.3(a) and 7.3(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 7.3(f) and 7.3(g).

Section 7.4 General.

(a) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(b) The Members are aware of the income tax consequences of the allocations made by this Article 7 and hereby agree to be bound by the provisions of this Article 7, in reporting their shares of Company income and loss for income tax purposes.

(c) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers, with the advice of the Company's accountants or

legal counsel to the Company, using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company Profits are in proportion to their Interests.

(e) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Managers shall endeavor to treat distributions of Net Cash From Operations or Net Cash From Sales or Refinancings as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would in the absence of such treatment cause or increase an Adjusted Capital Account Deficit for any Member.

Section 7.5 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.1(k)(i) hereof).

In the event the Gross Asset Value of any Property is adjusted pursuant to Section 2.1(k)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such Property for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managers, with the advice of the Company's accountants or legal counsel to the Company, in any manner that reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 7.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

Section 7.6 Power of Managers to Vary Allocations of Profits and Losses. It is the intent of the Members that each Member's allocable share of Profits and Losses shall be determined and allocated in accordance with the provisions of this Article 7 to the fullest extent permitted by Section 704(b) of the Code, or its statutory successor. However, if the Company is advised that the allocations provided in this Article 7 will not be respected for federal income tax purposes, the Managers shall have the power to amend the allocation provisions of this Agreement and may rely upon the advice of the accountants or legal counsel to the Company but in no event shall such reallocation be greater than the minimum reallocation necessary so that the allocation in this Article 7 will be respected for federal income tax purposes.

ARTICLE 8

DISTRIBUTIONS

Section 8.1 **Net Cash From Operations.** Except as provided in Article 11 hereof relating to the dissolution and liquidation of the Company, Net Cash from Operations shall be determined

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

Section 8.2 **Net Cash From Sales or Refinancing.** Except as provided in Article 11 hereof, relating to the liquidation of the Company, all Net Cash from Sales or Refinancings, if any, shall be distributed to the Members within ninety (90) days following receipt thereof to the Members in proportion to their Interests.

Section 8.3 **Distribution Among Members.** If any Interest in the Company is sold, assigned or transferred during any accounting period, Profits, Losses, each item thereof and all other items attributable to such Interest for such period shall be allocated between the transferor and the transferee by taking into account their varying Interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by a majority of the Managers. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

Section 8.4 **Amounts Withheld.** All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or any Member shall be treated as amounts distributed to the Members pursuant to this Article 8 for all purposes under this Agreement. The Managers shall withhold from distributions, or with respect to allocations, to the Members, and pay over to federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law and shall allocate such amounts to the Members with respect to which such amount was withheld.

Section 8.5 **In Kind Distributions.** If any Property of the Company shall be distributed in kind, such Property shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as such Members would have been entitled to cash distributions.

ARTICLE 9

RERSTRICTIONS ON TRANSFER; WITHDRAWAL; ACTION FOR PARTITION

Section 9.1 **General Restrictions on Transfer or Assignment.** During the term of this Agreement, a Member may not sell, assign, pledge, hypothecate, transfer, exchange, gift, bequeath or otherwise dispose of (collectively, "Transfer") all or any portion of an Interest, except as expressly provided herein. A Transfer shall also include any change in control of a

Member. For purposes of the preceding sentence, a "change in control" means (i) a change in more than 50% of the equity interests in the Member (or any other transaction having similar economic consequences), (ii) a change in a majority of the management of the Member, or (iii) a sale or license of all or substantially all of the assets of the Member. Any purported Transfer of all or any portion of an Interest that does not strictly comply with the requirements of this Agreement is null and void and shall otherwise be deemed a material violation of this Agreement. Each Member hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Agreement in view of the Company's purpose and the relationship of the Members. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable.

Section 9.2 Permitted Transfer.

(a) In General. Subject to the conditions and restrictions set forth in this Section 9.2, Section 9.3, Section 9.6 and Section 9.7, a Member (a "Transferring Member") shall have the right to Transfer all or any portion of such Member's Interest by means of Permitted Transfer (as hereinafter defined).

(b) Definition of a Permitted Transfer; Permitted Transferees.

(i) A "Permitted Transfer" is any Transfer by a Member of all or any portion of its Interest to a Permitted Transferee (as hereinafter defined), provided that such transfer otherwise complies with the conditions and restrictions of this Section 9.2 and Section 9.7.

(ii) A "Permitted Transferee" is (A) any Person who is approved as a [redacted].

(c) Conditions to Permitted Transfers. A Transfer otherwise permitted under this Section 9.2 shall not be a Permitted Transfer and any attempted Transfer of a Member's Units to a Permitted Transferee shall be subject to the following conditions:

(i) The Transferring Member and Permitted Transferee shall execute such documents and instruments of conveyance and assumption as may be necessary or appropriate in the opinion of counsel to the Company to effect such transfer and to confirm the Permitted Transferee's agreement to be bound by the provisions of this Agreement and assumption of all monetary obligations of the Transferring Member with respect to the Interest being transferred, if any, and the Permitted Transferee's agreement to guarantee the prompt payment and performance of such assumed obligations; and

(ii) The Transferring Member and Permitted Transferee shall furnish the Company with the Permitted Transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interest transferred, and any other information reasonably necessary to permit the Company to file all required federal, state, local and foreign tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution

otherwise provided for in this Agreement with respect to any Transferred Interest until it has received such information,

(d) Admission of Permitted Transferee as a Member. If the Permitted Transferee satisfies the conditions set forth in Section 9.2(c), such Permitted Transferee shall be admitted as a Substitute Member. If the Permitted Transferee does not satisfy the conditions set forth in Section 9.2(c), such Permitted Transferee shall not be admitted as a Substitute Member and shall be limited to the right to receive allocations and distributions from the Company with respect to the Interest Transferred, as provided by this Agreement and shall not have the right to inspect the Company's books, act for or bind the Company, or otherwise interfere in its operations.

(e) Effect of Permitted Transfer on Company. The Members intend that the Permitted Transfer of an Interest shall not cause the dissolution of the Company under the Act; however, notwithstanding any such dissolution, the Members shall continue to hold the Company's assets and operate its business in Company form under this Agreement as if no such dissolution had occurred.

Section 9.3 Family Transfer.

(a) In General. Notwithstanding Section 9.1, but in all events subject to Section 9.7, a Family Transfer (as hereinafter defined) shall be allowed, but the transferee shall not be admitted as a Substitute Member and shall be limited to the right to receive allocations and distributions from the Company with respect to the Interest Transferred, as provided by this Agreement and shall not have the right to act for or bind the Company, or otherwise interfere in its operations, but shall have the right to inspect the Company's books and records in accordance with Section 12.2. This Section 9.3(a) shall not apply to Permitted Transfers.

(b) Definition of a Family Transfer; Family Transferees.

(i) A "Family Transfer" is any Transfer by a Member of all or any portion of its Interest to a Family Transferee (as hereinafter defined), provided that such transfer otherwise complies with the conditions and restrictions of this Section 9.3.

(ii) A "Family Transferee" is:

a. any Person who is a Personal Representative of a (x) deceased Member or (y) deceased Principal (as hereinafter described);

b. any Person who is a member of the Immediate Family (as hereinafter defined) of a (x) Member or (y) deceased Principal, as applicable; or

c. the trustee(s) of any trust holding properties with respect to which beneficiaries are members of the Immediate Family of a (x) Member or (y) deceased Principal, as applicable, actuarially comprise more than seventy-five percent (75%) of the beneficial ownership.

(iii) "Immediate Family" means the spouse, children (natural and adoptive), brothers, sisters, and lineal ascendants and descendants of a (x) Member or (y) deceased Principal, as applicable.

(iv) "Personal Representative" means any Person who succeeds to the estate of a (x) Member or (y) deceased Principal, as applicable, as a result of death, and any transferee from such Person, provided that such transferee is a member of the Immediate Family of a such Member or deceased Principal, as applicable. A Personal Representative includes the (x) Member's or (y) deceased Principal's executor, administrator, trustee or personal representative to whom such Interest is transferred at death or involuntarily by operation of law.

(v) "Principal" mean any Person who owns not less than fifty percent (50%) of the equity of a Member.

Section 9.4. Additional Covenants Regarding Withdrawal and Action for Partition. Notwithstanding any provisions of the Act, each Member hereby covenants and agrees that the Members have entered into this Agreement based upon their mutual expectation that all Members will continue as Members and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, each

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

Section 9.5 Code Section 6050K. Upon the Transfer of any Interest governed by Section 6050K of the Code, the Transferring Member must provide to the Company the information set forth in Section 6050K of the Code, and the Company shall furnish the required information to the Internal Revenue Service, the Transferring Member and the Permitted Transferee as required by such section.

Section 9.6 Tag Along/Drag Along Rights.

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

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

Section 9.7 **Compliance with Laws and Licenses.** Notwithstanding anything contained in this Agreement, with respect to any Transfer or proposed Transfer, the Transfer and the transferee (including a Permitted Transferee and Family Transferee) shall comply with all applicable laws and regulations, including but not limited to, with respect to any regulated business that the Company may engage in, directly or indirectly, including any requirements for licensure so that, in the opinion of counsel to the Company, in no event shall the Transfer (or any agreement that may result in a Transfer) adversely affect the business of the Company or its license(s).

Section 9.8 **Buyout of Strider Investments, LLC.**

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

ARTICLE 10

LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 10.1 Liability of Members and Managers. In accordance with Section 609(a) of the Act, neither the Members nor the Managers shall be liable, solely by reason of being a Member of the Company or serving as a Manager of the Company, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.

Section 10.2. [Intentionally Omitted.]

Section 10.3 Indemnification.

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Members, Managers, officers, and their respective Affiliates (other than the Company), and all officers, directors and partners of the Members, Managers, officers and their respective Affiliates (and employees and agents of the Company, if determined by the Managers) (individually, an "Indemnitee") from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or investigative, in which an Indemnitee may be involved, or threatened to be involved, as a part or otherwise, by reason of its status as (x) a Member, Manager, officer or Affiliate thereof or (y) an officer, director, manager or partner of a Member, Manager, officer or Affiliate thereof or (z) a Person serving at the request of the Company or in another entity in a similar capacity, which relates to or arises out of the Company, its Property, business or affairs, regardless of whether an Indemnitee continues to be a Member, Manager, officer or Affiliate, or an officer, director or partner of a Member, Manager, officer or Affiliate at the time any such liability or expense is paid or incurred, if (i) the Indemnitee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful and (ii) the Indemnitee's conduct did not constitute actual fraud, gross negligence, willful or wanton misconduct or a wrongful taking. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. For purposes of this Agreement, any act or omission, if done or omitted to be done in reliance, in whole or in part, upon the advice of independent legal counsel or public accountants, will be presumed to have been done or omitted to be done in good faith and not to constitute gross negligence or willful or wanton misconduct.

(b) To the fullest extent permitted by law, the Company agrees to pay or reimburse the expenses (including legal fees and expenses) incurred by or on behalf of an Indemnitee in defending any claim, demand, action, suit, or proceeding subject to Section 10.3(a) hereof. Such expenses shall, from time to time, be paid by the Company in advance of the final disposition of such proceeding without any obligation on behalf of the Indemnitee to repay such amount unless

it shall ultimately be determined, by a final, non-appealable judgment by a court of competent jurisdiction, that the Indemnitee is not entitled to be indemnified by the Company as authorized hereunder.

(c) The indemnification provided by this Section 10.3 shall be in addition to any other rights to which each Indemnitee may be entitled under any agreement with the Company or any other Person or vote of the Members, as a matter of law or otherwise, both as to action or inaction of the Indemnitee in capacity as (x) a Member, Manager, officer, or Affiliate thereof or (y) an officer, director, manager or partner of a Member, Manager, officer or Affiliate thereof or (z) an employee or agent of the Company, and to action or inaction in another capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators, and personal representatives of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of any one or more Indemnitees and such other persons as the Managers shall determine against any liability which may be asserted against, or expense which may be incurred by, such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such liability or expense under the provisions of this Agreement. The Company may enter into indemnity contracts with Indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 10.3 and containing such other procedures regarding indemnification as are appropriate.

(e) Any indemnification hereunder shall be satisfied solely out of the assets of the Company and none of the Members, Manager or officers shall be subject to personal liability by reason of these indemnification provisions.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 10.3 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was not prohibited by the terms of this Agreement.

(g) The provisions of this Section 10.3 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other persons.

(h) Notwithstanding the indemnification provided for by this Section 10.3 or any written agreement, such indemnity shall not include any expenses incurred by such Indemnitees relating to or arising from any action, suit or proceeding whether civil, criminal or administrative in which the Company asserts a direct claim against any Indemnitee whether such claim by the Company is termed a complaint, counterclaim, crossclaim, third-party complaint or otherwise.

ARTICLE 11

DISSOLUTION AND TERMINATION

Section 11.1 Dissolution. The Company shall be dissolved only upon the occurrence of the following events:

(a) By the written consent of a Majority in Interest; or

(b) At any time there are no Members; however, the Company is not dissolved and is not required to be wound up if, within 90 days after the event that terminated the Interest of the last remaining Member, the personal or other legal representative of the last remaining Member agrees in writing to continue the Company and agrees to the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the Interest of the last remaining Member.

Section 11.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on its business, except insofar as may be necessary for winding up its business, but its separate existence shall continue until the winding up and distributions, as set forth in Section 11.3 hereof, are completed.

Section 11.3 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company assets and the proceeds of any liquidation sale shall be applied and distributed at the closing of any sale in the following order of priority:

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

Section 11.4 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of the Member's

Capital Contribution and shall have no right or power to demand or receive property other than cash from the Company. No Member shall have priority over any other Member as to the return of Capital Contributions or distributions.

ARTICLE 12

BOOKS, RECORDS, RETURNS

Section 12.1 Books and Records.

(a) The Managers shall keep the following documents at the Company's principal office:

(i) A current list of the full names and last known business, residence, or mailing addresses of the Managers;

(ii) A current list of the full names and last known business, residence, or mailing addresses of the Members, together with the contribution and the share of profits and losses of each member or information from which such share can be readily derived;

(iii) A copy of the Articles of Organization and all amendments thereto or restatements thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(iv) A copy of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years; and

(v) A copy of the Operating Agreement, as amended, and any financial statements of the Company for the three (3) most recent years.

(b) The Company shall keep and maintain books of account which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of its business.

Section 12.2 Right of Inspection.

(a) Each Member and Manager, and their duly authorized representatives, shall at all times during regular business hours have access to and may inspect and copy any of the books and records described in Section 12.1(a).

(b) Each Manager and Member holding more than [redacted] of the Interests, and their duly authorized representatives, shall have the right to examine, copy and audit the Company's books and records described in Section 12.1(b) during regular business hours. Other Members shall have such inspection rights as may be required pursuant to the Act.

Section 12.3 Accounting Methods. All financial records shall be maintained and reported based on the accounting methods followed by the Company for federal income tax purposes.

Section 12.4 Company Year. The annual accounting period of the Company for financial accounting and tax purposes shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Managers.

Section 12.5 Company Bank Accounts. The Managers shall receive all monies of the Company and shall deposit the same in one or more banking accounts. All expenditures by the Managers shall be made by checks, electronic checks, credit card, and/or wire transfers drawn against the Company accounts. Withdrawals from Company accounts shall be made upon the signature of a Manager, or as otherwise directed by the Managers.

Section 12.6 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by a majority of the Managers, provided that the Managers may consult with the accountants or tax advisors of the Company.

Section 12.7 Tax Returns. The Company shall cause to be prepared and shall file (i) all tax returns required to be filed by the Company pursuant to the Code, and (ii) all state and local tax returns required to be filed by the Company. Each Member shall cooperate fully in connection with the preparation and filing.

Section 12.8 Tax Matters Partner. The "Tax Matters Partner" as defined in Section 6231 of the Code shall be [redacted] and it shall have the duties, rights and responsibilities as set forth in Sections 6221 through and including 6232 of the Code.

Section 12.9 Treatment for Tax Purposes. The Company is intended to be treated as a partnership for purposes of federal income taxation. Each Member agrees to execute and deliver any consents or other documents and take any other actions that may be necessary or appropriate to assure that the Company is taxed as a partnership for federal income tax purposes.

ARTICLE 13

REPRESENTATIONS AND WARRANTIES

Each Member represents and warrants to the Company and the other Members as follows:

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

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

ARTICLE 14
RESTRICTIVE COVENANTS

Section 14.1 **Confidentiality.** Each Member agrees that all Confidential Information (as hereinafter defined) shall be kept confidential by such Member and shall not be disclosed or used by such Member in any manner whatsoever other than as provided for under this Agreement; provided, however, that: (i) any of such Confidential Information may be disclosed to such Member's Affiliates and to partners; members; stockholders; prospective partners, members and stockholders; managers; directors; officers; employees; and authorized representatives (including attorneys, accountants, consultants, bankers and financial advisors) of such Member and of such Member's Affiliates (collectively, for purposes of this Section 14.1, "Representatives") to the extent reasonably necessary in connection with the Member's ownership of the Interests or enforcement of its rights under this Agreement, provided each of which Representatives shall agree to be bound by the provisions of this Section 14.1 or substantially similar terms, (ii) any disclosure of Confidential Information may be made to the

extent to which the Company consents in writing, (iii) any disclosure may be made of the terms of a Member's investment in the Company pursuant to this Agreement and the performance of that investment to the extent in compliance with applicable law (whether in the Member's fundraising materials or court order or otherwise) and (iv) Confidential Information may be disclosed by any Member or Representative to the extent that the Member or Representative has received advice from its counsel that it is legally compelled to do so, provided that, prior to making such disclosure, the Member or Representative, as the case may be, uses reasonable efforts to preserve the confidentiality of the Confidential Information, including consulting with the Company regarding such disclosure and, if reasonably requested by the Company, assisting the Company, at the Company's expense, in seeking a protective order to prevent the requested disclosure, and provided further that the Member or Representative, as the case may be, discloses only that portion of the Confidential Information as is, based on the advice of its counsel, legally required.

For purposes of this Agreement, "Confidential Information" means trade secrets as defined by the common law and statute in New York or any future New York statute, processes, policies, procedures, techniques including recruiting techniques, designs, drawings, know-how, show-how, technical information, specifications, computer software and source code, information and data relating to the development, research, testing, costs, marketing and uses of the Company's products and services, the Company's budgets and strategic plans, and the identity and special needs of customers, databases, data, all technology relating to the Company's businesses, systems, methods of operation, customer lists, customer information, solicitation leads, supplier and vendor identity and information, marketing and advertising materials, methods and manuals and forms, all of which pertain to the activities or operations of the Company, names, home addresses and all telephone numbers and e-mail addresses of the Company's employees, former employees, customers and former customers (irrespective of the form of communication) related to the Property or business of the Company, or any interest therein, obtained by or on behalf of a Member from the Company or its representatives. For purposes of this Agreement, the following will not constitute Confidential Information (a) information which was or becomes generally available to the public other than as a result of a breach of this Agreement by such Member, (b) information which was or becomes available to such Member on a non-confidential basis prior to disclosure to the Member by the Company or its representatives, (c) information which was or becomes available to the Member from a source other than the Company and its representatives, provided that such source is not known by such Member to be bound by a confidentiality agreement with the Company, (d) information which is independently developed by such Member without the use of any such information received under this Agreement, and (e) information which the Member knew prior to the commencement of his membership with the Company.

ARTICLE 15
GENERAL PROVISIONS

Section 15.1 Notices. Except as otherwise provided in this Agreement, any and all notices, consents, waivers, requests, or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same and shall be deemed properly given only if such notice is:

(a) Hand delivered, in which case such notice shall be deemed received upon such delivery;

(b) Sent via certified United States mail return receipt requested, postage prepaid, in which case such notice such shall be deemed received on the date of delivery as shown on the postal return receipt;

(c) Sent by facsimile transmission requesting a return phone call or facsimile to verify such receipt, in which case such notice shall be deemed received on the first business day after such facsimile is sent, or if earlier, upon receipt of the confirming phone call or facsimile;

(d) Sent by email, in which case notice shall be deemed to have given when sent unless the email is returned to the sender as undeliverable; or

(c) Sent by a nationally recognized overnight courier, in which case such notice shall be deemed received on the date of delivery.

For notices sent by mail, facsimile, email or overnight courier, the notice must be addressed (i) in the case of the Company, to the Company at the principal place of business of the Company, its primary facsimile number at such place of business or the email address of any Manager, (ii) in the case of any Member, to such Member at its address, facsimile number or email address set forth in the records of the Company, or (iii) in the case of any Manager, to such Manager at his or her address or facsimile number set forth in the records of the Company. Any Member or Manager may, by notice to the Company, specify any other address, facsimile number or email address for the receipt of such instruments or communications. The Company may, by notice to the Members and Managers, specify any other facsimile number or email address for the receipt of such instruments or communications.

Section 15.2 Title To Company Property. All Property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Property, even if in the individual Member's name or right, and each Member's Interest shall be personal property for all purposes.

Section 15.3 Integration. This Agreement, including the exhibits incorporated by reference, embody the entire agreement and understanding among the Members relating to the subject matter hereof.

Section 15.4 Severability. In the case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 15.5 Binding Effect. Except as otherwise provided to the contrary herein, this Agreement shall be binding upon, and inure to the benefit of, the Members and their respective heirs, executors, administrators, successors and permitted assigns.

Section 15.6 Agreement for Further Execution. At any time or times, upon the request of any Manager, the Members agree to sign and acknowledge any amendment or cancellation as required by law, to sign and acknowledge similar certificates or affidavits or certificates of authorization or the like (and any amendments or cancellations thereof) required by the laws of any other jurisdiction in which the Company does, or proposes to do, business, and cause the filing of any of the same for record wherever such filing shall be required by law.

Section 15.7 Authority to Amend Amendments to this Agreement shall be in writing and shall require the consent of a Majority in Interest, except the Managers shall have the authority to amend the Operating Agreement to reflect the admission of new Members in connection with a new issuance or Transfer of an Interest pursuant to the terms hereof or to correct scrivener's errors.

Section 15.8 Gender. Wherever the context shall so require, all words herein in a particular gender shall be deemed to include other genders where applicable. In addition, singular words shall include the plural and plural words shall include the singular.

Section 15.9 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original counterpart. Signatures may be original, pdf or facsimile.

Section 15.10 Governing Law and Venue. This Agreement shall be governed by and [redacted] jurisdiction) that would cause the application of the laws of any jurisdiction other than the State [redacted] brought only in the state or federal court of competent jurisdiction for Denver, Colorado or the District of Colorado. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MANAGER:

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

MEMBERS:

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MANAGER:

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

MEMBERS:

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MANAGER:

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

MEMBERS:

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MANAGER:

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

MEMBERS:

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

EXHIBIT A

NAME	ADDRESS	INITIAL CAPITAL CONTRIBUTION	INTEREST
Redacted pursuant to N.Y. Public Officers Law, Art. 6			
TOTAL			**100.00%**

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 04/17/2014 07:53 AM
ID Number: 20141242786

Document number: 20141242786
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Belle Investments, LLC.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

520 E. Cooper Avenue
(Street number and name)

Aspen | CO | 81611
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*

Mailing address
(leave blank if same as street address)

P.O. Box 4310
(Street number and name or Post Office Box information)

Aspen | CO | 81612
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*.

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
(if an individual)

(Last) | *(First)* | *(Middle)* | *(Suffix)*

or

(if an entity) Genshaft Cramer LLP

(Caution: Do not provide both an individual and an entity name.)

Street address

420 E. Main Street
(Street number and name)

Suite 200

Aspen | CO | 81611
(City) | *(State)* | *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____.
(City) *(State)* *(ZIP Code)*

(The followin□statement is adopted by mar□in□the box.)
☑ T□e □erson a□□ointed as registered agent □as consented to being so a□□ointed.

4. T□e true name and mailing address of t□e □erson forming t□e limited liability com□any are

Name
(if an individual) Cramer □ar□l B. _____
(Last) *(First)* *(Middle)* *(Suffix)*

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 420 E. Main Street
(Street number and name or Post Office Box information)
Suite 200
Aspen CO 81611
(City) *(State)* *(ZIP/Postal Code)*
_____ United States.
(Province – if applicable) *(Country)*

(If the followin□statement applies, adopt the statement by mar□in□the box and include an attachment.)
☐ T□e limited liability com□any □as one or more additional □ersons forming t□e limited liability com□any and t□e name and mailing address of eac□suc□□erson are stated in an attac□ment.

5. T□e management of t□e limited liability com□any is vested in
(Mar□the applicable box.)
☑ one or more managers.
or
☐ t□e members.

6. *(The followin□statement is adopted by mar□in□the box.)*
☑ T□ere is at least one member of t□e limited liability com□any.

7. *(If the followin□statement applies, adopt the statement by mar□in□the box and include an attachment.)*
☐ T□is document contains additional information as □rovided by la□.

8. *(Caution: Leave blan□if the document does not have a delayed effective date. Statin□a delayed effective date has si□nificant le□al conse□uences. Read instructions before enterin□a date.)*

(If the followin□statement applies, adopt the statement by enterin□a date and, if applicable, time usin□the re□uired format.)
T□e delayed effective date and□if a□□licable□time of t□is document is/are _____.
(mm/dd/yyyy hour□minute am/pm)

Notice:
Causing t□is document to be delivered to t□e Secretary of State for filing s□all constitute t□e affirmation or ackno□ledgment of eac□individual causing suc□delivery□under □enalties of □er□ury□t□at t□e document is t□e individual's act and deed□or t□at t□e individual in good fait□believes t□e document is t□e act and deed of t□e □erson on □□ose be□alf t□e individual is causing t□e document to be delivered for filing□taken in conformity □it□t□e re□uirements of □art 3 of article □0 of title 7□C.□.S.□t□e constituent documents□and t□e organic statutes□and t□at t□e individual in good fait□believes t□e facts stated in t□e document are true and t□e document com□lies □it□t□e re□uirements of t□at Part□t□e constituent documents□and t□e organic statutes.

T□is □er□ury notice a□□lies to eac□individual □□o causes t□is document to be delivered to t□e Secretary of State□□ □et□er or not suc□individual is named in t□e document as one □□o □as caused it to be delivered.

□. T□e true name and mailing address of t□e individual causing t□e document to be delivered for filing are

Cramer (Last) □ar□l (First) B. (Middle) ____ (Suffix)

420 E. Main Street (Street number and name or Post Office Box information)

Suite 200

Aspen (City) CO (State) 81611 (ZIP/Postal Code)

____ (Province – if applicable) United States (Country).

(If the followin□statement applies, adopt the statement by mar□in□the box and include an attachment.)

☐ T□is document contains t□e true name and mailing address of one or more additional individuals causing t□e document to be delivered for filing.

Disclaimer:
T□is form/cover s□eet□and any related instructions□are not intended to □rovide legal□business or ta□advice□ and are furnis□ed □it□out re□resentation or □arranty. □ □ile t□is form/cover s□eet is believed to satisfy minimum legal re□uirements as of its revision date□com□liance □it□a□□licable la□□as t□e same may be amended from time to time□remains t□e res□onsibility of t□e user of t□is form/cover s□eet. □uestions s□ould be addressed to the □ser's legal□b□siness or ta□ad□isor□s□

OPERATING AGREEMENT
OF
BELLE INVESTMENTS, LLC
(a Colorado limited liability company)

THIS OPERATING AGREEMENT ("Operating Agreement") is made and entered into effective as of the 17th day of April, 2014 by JORDAN A. LEWIS, as member (sometimes referred to herein as the "Member"), and JORDAN A. LEWIS, as manager (sometimes referred to herein as the "Manager").

ARTICLE 1

ORGANIZATIONAL MATTERS

Section 1.1 Formation. The Member has formed a limited liability company under the Colorado Limited Liability Company Act, Title 7, Article 80, Colorado Revised Statutes, as amended from time to time (or any corresponding provisions of succeeding law (the "Act").

Section 1.2 Name The name of the limited liability company shall be "Belle Investments, LLC" (the "Company").

Section 1.3 Principal Office. The principal office of the Company shall be located at 520 E. Cooper Avenue, Aspen, CO 81611. The mailing address will be P.O. Box 4310, Aspen, CO 81612. The Manager may from time to time change the Company's principal office to another location and/or add additional offices.

Section 1.4 Purpose. The Company is formed to engage in any lawful business or other activity permitted under the Act. For the avoidance of doubt, any lawful business or activity shall include such business and activity as may be permitted by state and local law, notwithstanding federal law to the contrary. The Company shall have all powers available to it as a limited liability company under the Act.

Section 1.5 Term. The term of the Company commenced on the date the Articles of Organization of the Company were filed with the Secretary of State, State of Colorado and shall continue in perpetuity, unless its existence is earlier terminated pursuant to Article 9 of this Agreement.

Section 1.6 Registered Agent. The registered agent of the Company shall be Genshaft Cramer LLP or any other person or entity with an office in the State of Colorado as determined by the Manager.

Section 1.7 Registered Office. The registered office of the Company shall be the office of the registered agent located at 420 E. Main Street, Suite 200, Aspen, CO 81611, or any other location within the State of Colorado as determined by the Manager.

ARTICLE 2

CAPITAL CONTRIBUTIONS AND ADDITIONAL FUNDING

The name, address, initial capital contribution and percentage interest of the Member shall be set forth on Exhibit "A" attached hereto. The Member shall have no obligation to make any additional capital contributions to the Company. The Member may make additional contributions of capital to the Company as the Member determines are necessary, appropriate or desirable.

ARTICLE 3

MANAGEMENT

Section 3.1 **Management**. The business of the Company shall be managed by the Manager. At any time there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, with the consent of a majority of the Managers, unless the approval of more than a majority of the Managers is expressly required pursuant to this Agreement or the Act.

Section 3.2 **Election.** The initial Manager is Jordan A. Lewis. The Manager shall act until his death, incapacity, resignation, or removal from office. Additional and/or successor Manager(s) shall be appointed by the Member.

Section 3.3 **Removal.** Any Manager may be removed from office by the Member.

ARTICLE 4

RIGHTS AND POWERS OF THE MANAGER

The Manager shall have exclusive authority to control the operations and affairs of the Company and to make all decisions regarding the business of the Company. Without limiting the generality of the foregoing, the Manager shall have exclusive authority to establish such business strategies, accounting procedures and other practices and to make such business decisions as the Manager, in the Manager's sole discretion, deems advisable for the operation of the Company. In addition, it is understood and agreed that the Manager shall have all of the rights and powers of a manager as provided in the Act and as otherwise provided by law, and any action taken by the Manager shall constitute the act of and serve to bind the Company. In dealing with the Manager acting on behalf of the Company, no person shall be required to inquire about the authority of the Manager to bind the Company. Persons dealing with the Company are entitled to rely exclusively on the power and authority of the Manager as set forth in this Operating Agreement.

ARTICLE 5

ALLOCATIONS

Each item of income, gain, loss and deduction of the Company shall be allocated to the Member.

ARTICLE 6

DISTRIBUTIONS

Distributions from the Company may be made to the Member at any time, in the discretion of the Manager.

ARTICLE 7

TRANSFER

The Member may, in its sole discretion, assign its interest in the Company.

ARTICLE 8

LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 8.1 Liability of Member and Manager. Except as otherwise required by the Act, neither the Member nor the Manager shall be liable, solely by reason of being a member of the Company or serving as the Manager of the Company, under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.

Section 8.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless the Member and the Manager, and all officers, directors, members, owners and partners of the Member and the Manager (and employees or agents of the Company, if approved by the Manager) (individually, an "Indemnitee") from and against any and all claims and demands whatsoever.

(b) To the fullest extent permitted by the Act, the Company agrees to pay or reimburse the expenses (including legal fees and expenses) incurred by or on behalf of the Indemnitee, defending any claim or demand whatsoever.

(c) The indemnification provided by this Section 8.2 shall inure to the benefit of the Indemnitee's heirs, successors, assigns, administrators, and personal representatives of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of an Indemnitee and such other persons as the Manager shall determine against any liability which may be

asserted against, or expense which may be incurred by, such person in connection with the Company's activities, whether or not the Company would have the power to indemnify such person against such liability or expense under the provisions of this Operating Agreement. The Company may enter into an indemnity contract with the Indemnitee and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 8.2 and containing such other procedures regarding indemnification as are appropriate.

(e) Any indemnification hereunder shall be satisfied solely out of the assets of the Company and none of the Indemnitees shall be subject to personal liability by reason of these indemnification provisions.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 8.2 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was not prohibited by the terms of this Operating Agreement or the Act.

(g) The provisions of this Section 8.2 are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators, and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other persons.

ARTICLE 9

DISSOLUTION AND TERMINATION OF THE COMPANY

Section 9.1 Dissolution. The Company shall be dissolved only upon the occurrence of any of the following events:

(a) by election of the Member;

(b) at any time there are no members; however, the Company is not dissolved and is not required to be would up if, within 90 days after the event that terminated the continued membership of the last remaining member, the personal or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the administration of the personal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member; or

(c) as otherwise required by law.

Section 9.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on its business, except insofar as may be necessary for winding up its business, but its separate existence shall continue until the winding up and distributions, as set forth in Section 9.3 hereof, are completed.

Section 9.3 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Company assets and the proceeds of any liquidation sale shall be applied and

distributed at the closing of any sale in the following order of priority:

(a) To the payment of all debts and liabilities of the Company and all expenses of liquidation;

(b) To the setting up of such reserves as the Manager may deem necessary for any contingent liabilities of the Company. Any reserves may be deposited with an escrow agent, to be applied to the discharge of any contingent liabilities, and, at the expiration of whatever period the Manager may deem advisable, the balance shall be distributed as provided in paragraph (c) below; and

(d) The balance, if any, shall be distributed to the Member.

ARTICLE 10

BOOKS, RECORDS AND RETURNS

Section 10.1 **Books and Records** The Manager shall keep the following documents at the Company's principal office:

(a) A current list of the full names and last known business, residence, or mailing addresses of the Member and Manager;

(b) A copy of the Articles of Organization;

(c) A copy of the Company's federal, state, and local income tax returns and reports, if any, for each year;

(d) A copy of the Operating Agreement, as amended;

(e) True and full information regarding the business and financial condition of the Company, including written resolutions and minutes, if any, of the Company;

(f) True and full information regarding the amount of cash and a description and statement of the agreed value of any property or services contributed by each Member and that each Member has agreed to contribute in the future, and the date on which each became a member; and

(g) Any other information regarding the affairs of the Company that is just and reasonable, as determined by the Manager.

Section 10.2 **Accounting Methods** All financial records shall be maintained and reported based on the accounting methods as determined by the Manager.

Section 10.3 **Company Year.** The annual accounting period of the Company for financial accounting and tax purposes shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by the Manager.

Section 10.4 Company Bank Accounts. The Manager shall receive all monies of the Company and shall deposit the same in one or more banking accounts. All withdrawals from Company accounts shall be made by the Manager or an authorized agent or agents of the Manager. Company funds shall be separately identifiable from and not commingled with those of any other person.

Section 10.5 Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager.

Section 10.6 Treatment for Tax Purposes. The Company is intended to be disregarded as an entity separate from the Member for federal and state income tax purposes.

ARTICLE 11

ADMISSION OF NEW MEMBERS

The Member shall have exclusive authority to admit new members to the Company on such terms and conditions as the Member shall deem appropriate. In connection therewith, the Member may create different classes of members of the Company and make such amendments to this Operating Agreement as it may deem appropriate.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Governing Law. This Operating Agreement and the rights of the Member and Manager shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

Section 12.2 Severability. In the case any one or more of the provisions contained in this Operating Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Section 12.3 Binding Effect Except as otherwise provided to the contrary herein, this Operating Agreement shall be binding upon, and inure to the benefit of, the Member and his heirs, executors, administrators, its respective successors and permitted assigns.

Section 12.4 Authority to Amend. This Operating Agreement may be amended at any time by the Member.

Section 12.5 Gender. Wherever the context shall so require, all words herein in a particular gender shall be deemed to include other genders where applicable. In addition, singular words shall include the plural and plural words shall include the singular.

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the date first set forth above.

MEMBER:

Jordan A. Lewis

MANAGER:

Jordan A. Lewis

EXHIBIT "A"

MEMBER	MEMBER'S ADDRESS	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Jordan A. Lewis	520 E. Cooper Avenue Aspen, CO 81611	[redacted]	100.0%
TOTAL			100.0%

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ZAITZ INVESTMENT, LLC", CHANGING ITS NAME FROM "ZAITZ INVESTMENT, LLC" TO "B. ZAITZ AND SONS, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF MARCH, A.D. 2011, AT 12:32 O'CLOCK P.M.

Jeffrey W Bullock, Secretary of State

4830481 8100

110320590

AUTHENTICATION: 8637382

DATE: 03-21-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:47 PM 03/21/2011
FILED 12:32 PM 03/21/2011
SRV 110320590 - 4830481 FILE

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF FORMATION

OF

ZAITZ INVESTMENT, LLC

(Pursuant to Section 18-202 of the Delaware Limited Liability Company Act)

It is hereby certified that:

1. The name of the limited liability company is **Zaitz Investment, LLC** (the "Company").

2. The Certificate of Formation of the Company is hereby amended to delete Paragraph 1 in its entirety and replace such paragraph with the following:

"1. The name of the limited liability company is **B. Zaitz and Sons, LLC** (the "Company")."

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment this 21st day of March, 2011.

ZAITZ INVESTMENT, LLC

By: BAZ Special Trust Created u/t/d December 21, 2002, Manager of Zaitz Investment, LLC

By: _____
Gerald M. Ingbar, Co-Trustee

By: _____
Michael Hartsough, Co-Trustee

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "ZAITZ INVESTMENT, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2010, AT 6:11 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4830481 8100V

100606774

AUTHENTICATION: 8036743

DATE: 06-04-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:43 PM 05/28/2010
FILED 06:11 PM 05/28/2010
SRV 100606774 - 4830481 FILE

CERTIFICATE OF FORMATION

OF

ZAITZ INVESTMENT, LLC

(Pursuant to Section 18-201 of the Delaware Limited Liability Company Act)

The undersigned, as an authorized person, in order to form a limited liability company pursuant to the Limited Liability Act of the State of Delaware, does hereby certify as follows:

1. The name of the company is Zaitz Investment, LLC (the "Company").

2. The address of the registered office and the name and address of the registered agent for service of process on the Company in the State of Delaware required to be maintained by § 18-104 of the Delaware Limited Liability Company Act are: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

3. The Company is to have perpetual existence.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on May 27, 2010.

ZAITZ INVESTMENT, LLC

Christine S. Boyle, Esq.
Authorized Person

OPERATING AGREEMENT

OF

ZAITZ INVESTMENT, LLC

Dated as of May 27, 2010

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

ARTICLE II GENERAL PROVISIONS 1

Section 2.1. Formation 1
Section 2.2. Name 1
Section 2.3. Places of Business; Registered Office 1
Section 2.4. Term 1
Section 2.5. Liability of Members 1
Section 2.6. No State Law Partnership 2

ARTICLE III PURPOSE AND ACTIVITIES 2

Section 3.1. Purpose of the Company 2

ARTICLE IV Member; Capital Contributions; Capital Accounts; Revaluations 2

Section 4.1. Initial Members and Initial Capital Contributions 2
Section 4.2. Additional Members; Additional Capital Contributions 2
Section 4.3. Return of Capital Contributions; Special Rules 2
Section 4.4. Capital Accounts 3
Section 4.5. Gross Asset Value 3

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS 4

Section 5.1. Profits and Losses 4
Section 5.2. Time of Distributions 4

ARTICLE VI MANAGEMENT 5

Section 6.1. Management 5
Section 6.2. Action by Written Consent 6
Section 6.3. Liability of Parties 6
Section 6.4. Indemnification of Manager 6
Section 6.5. Conflicts of Interest 6

ARTICLE VII BOOKS AND RECORDS, ACCOUNTING, AND TAX ELECTIONS 6

Section 7.1. Maintenance of Records 6
Section 7.2. Reports to Members 7
Section 7.3. Tax Elections 7

ARTICLE VIII RESTRICTIONS ON TRANSFERS 7

Section 8.1. Restrictions on Transfers 7
Section 8.2. Permitted Transfers 7
Section 8.3. Conditions to Transfer 8
Section 8.4. Rights of Unadmitted Transferee 8
Section 8.5. Admission of Transferee as Member 9
Section 8.6. Effect of Disposition 9
Section 8.7. Interests in a Member 9
Section 8.8. Prohibited Transfers 9

ARTICLE IX WITHDRAWAL 9

Section 9.1. Restrictions on Withdrawal 9
Section 9.2. Withdrawal Payment; Reserves 10
Section 9.3. Withdrawing Member's Rights 10

ARTICLE X DISSOLUTION AND LIQUIDATION 10

Section 10.1. Dissolution 10
Section 10.2. Liquidation 11

ARTICLE XI ALLOCATION RULES 11

Section 11.1. Special Allocations 11
Section 11.2. Code Section 704(c) 13
Section 11.3. Other Allocation Rules 14

ARTICLE XII MISCELLANEOUS 15

Section 12.1. Amendments 15
Section 12.2. Successors and Assigns 15
Section 12.3. Severability 15
Section 12.4. Headings 15
Section 12.5. Applicable Law 15

OPERATING AGREEMENT

OF

ZAITZ INVESTMENT LLC

This Limited Liability Company Operating Agreement of Zaitz Investment, LLC (the "Company") is entered into as of _____, by and between the Company and the members listed on Exhibit B (the "Members") attached hereto (the "Agreement").

ARTICLE I
DEFINITIONS

Certain defined terms used in this Agreement are set forth in Exhibit A.

ARTICLE II
GENERAL PROVISIONS

Section 2.1. Formation. The Company has been formed as a Delaware limited liability company by the filing of a Certificate of Formation (the "Certificate") as provided for in Section 18-201 of the Delaware Limited Liability Company Act (the "Act") with the Secretary of State of the State of Delaware. The Company shall execute, file and record all such other documents, including amendments to the Certificate, and do all such other acts as may be appropriate, to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property and the conduct of business under the laws of the State of Delaware and any other jurisdiction in which the Company may own property or conduct business.

Section 2.2. Name. The name of the Company shall be Zaitz Investment, LLC. The Company's business may be conducted under any other name or names, and the name of the Company may be changed, at any time as the Manager may from time to time determine.

Section 2.3. Places of Business; Registered Office. The principal office of the Company shall be at such place as the Manager may designate from time to time, which need not be in the State of formation. The initial principal office of the Company shall be at 18 Heathcote Road, Scarsdale, New York 10583. The Company may change the principal office or have such other offices as the Manager may designate from time to time. The address of the Company's registered office in the State of Delaware is The Corporation Service Company, whose address is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808

Section 2.4. Term. The Company shall continue in perpetuity or until the date as of which the Company is dissolved in accordance with this Agreement or the Act.

Section 2.5. Liability of Members. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason

of being a member of the Company and shall not be required to contribute or lend funds to the Company in order to enable the Company to satisfy such debts, obligations and liabilities.

Section 2.6. No State Law Partnership. The Members intend that the Company shall not be a partnership or joint venture, and that no Member shall be a partner or joint venturer of any other Member, for any purpose other than federal, state, and local tax purposes, and the provisions of this Agreement shall not be construed otherwise.

ARTICLE III
PURPOSE AND ACTIVITIES

Section 3.1. Purpose of the Company. The purpose of the Company is to conduct or promote any lawful businesses or purposes within any jurisdiction as may be determined by the Manager.

ARTICLE IV
MEMBER; CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; REVALUATIONS

Section 4.1. Initial Members and Initial Capital Contributions. The initial Members of the Company are listed on Exhibit B hereto, each of which has executed this Agreement as of the date hereof and is hereby admitted to the Company as a Member. Each Member has made the Capital Contribution set forth in Exhibit B. In consideration for such Capital Contributions, the Members have been credited with the Profit Percentages specified therein.

Section 4.2. Additional Members; Additional Capital Contributions.

(a) No Person shall be admitted to the Company as an additional Member without the written consent of the Manager, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager.

(b) No Member shall be obligated to make any additional Capital Contributions to the Company. If a new or existing Member shall make additional Capital Contributions to the Company hereafter, which may be done only as permitted by the Manager, then the Profit Percentage credited in recognition of such Capital Contribution shall be based upon the fair market value of the new Capital Contribution relative to the fair market value of the Company in its entirety, determined after giving effect to the revaluation of Company assets pursuant to Section 4.5. The Company will reflect the change on Exhibit B.

Section 4.3. Return of Capital Contributions; Special Rules. Except as otherwise expressly provided herein, no Member shall be entitled to the return of any part of its Capital Contribution or to be paid interest in respect of either its Capital Account balance or its Capital Contribution; no Member shall have any personal liability for the return of the Capital Contribution of any other Member; and no Member shall have any priority over any other Member with respect to the return of any Capital Contribution.

Section 4.4. Capital Accounts. A Capital Account shall be established and maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account, there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to this Agreement, and the amount of any liabilities of the Company that are assumed by such Member, or that are secured by any assets of the Company distributed to such Member.

(b) To each Member's Capital Account, there shall be debited the amount of cash and the Gross Asset Value of any Company assets distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and any items in the nature of expenses or losses that are specially allocated pursuant to this Agreement, and the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) If ownership of any Membership Interest in the Company is assigned in accordance with the terms of this Agreement, the assignee shall succeed to the Capital Account of the assignor to the extent it relates to the assigned Membership Interest.

(d) In determining the amount of any liability for purposes of Subsections 4.4(a) and (b) above, there shall be taken into account Code section 752(c) and any other applicable provisions of the Code and Regulations.

(e) To each Member's Capital Account, there shall be debited or credited, as the case may be, such adjustments as are necessary to reflect a revaluation of Company assets to reflect the Gross Asset Value of all Company assets, as required by Regulations Section 1.704-1(b)(2)(iv)(f) and Section 4.5.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Code section 704 and Regulations section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Regulations. The Company shall make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet as computed for book purposes in accordance with Regulations section 1.704-1(b)(2)(iv)(q).

Section 4.5. Gross Asset Value. The Gross Asset Value of any asset of the Company shall be equal to the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company.

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values in connection with (and to be effective immediately prior to) the following events: (i) the acquisition of an additional Membership

Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of property (including cash) as consideration for an interest in the Company; (iii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in the capacity of a Member or by a new Member acting in the capacity of a Member or in anticipation of being a Member; or (iv) the liquidation of the Company within the meaning of Regulations section 1.704-1(b)(2)(ii)(g); provided, however, that an adjustment pursuant to clauses (i), (ii) or (iii) above shall be made only if such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company.

(c) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution.

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted bases of such assets pursuant to Code section 734(b) or Code section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations section 1.704-1(b)(2)(iv)(m) and Section 11.1 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Subsection to the extent they were adjusted pursuant to Subsection 4.5(b) above in connection with a transaction that otherwise would result in an adjustment pursuant to this Subsection.

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to this Section 4.5, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

ARTICLE V
ALLOCATIONS AND DISTRIBUTIONS

Section 5.1. Profits and Losses. After giving effect to the special allocations set forth in Section 11.1, Profits and Losses for any Accounting Period shall be allocated to the Members pro rata in accordance with the Profit Percentages of the Members at the time of allocation.

Section 5.2. Time of Distributions. Distributions of cash or property shall be made from the Company to the Members at such times as the Manager may determine. All distributions to the Members shall be made in proportion to the Members' Profit Percentages at the time at which the distribution is made.

ARTICLE VI
MANAGEMENT

Section 6.1. Management.

(a) Management and control of the Company shall be vested exclusively in the Manager, and the business and affairs of the Company shall be managed under the direction of the Manager. The Manager always shall retain the authority to make management decisions notwithstanding any delegation of duties by the Manager to employees or agents. In managing the business and affairs of the Company and in exercising such powers, the Manager shall act through meetings and written consents pursuant to this ARTICLE 6.1.

(b) Whenever there shall be more than one Manager, (i) all references in this Agreement to the "Manager" shall be deemed to refer to the "Managers," and (ii) except as otherwise expressly required in this Agreement or in the Act, whenever any action, including any approval, consent, determination, resolution, or decision, is to be taken or given by the Managers or the Company under this Agreement or under the Act, it shall be authorized by all of the Managers. Such an authorization may be evidenced by a vote taken at a meeting of Managers or by a written consent pursuant to this Agreement. If, at any time, there is no Manager of the Company, the Members shall select one or more individuals to serve as the Manager or Managers through a consent of the Members holding two-thirds (2/3) of the Profit Percentages then outstanding.

(c) A Person shall cease to serve as a Manager upon his death, dissolution, bankruptcy, or a ruling by a court of competent jurisdiction that he is incompetent. A Person also may be expelled as the Manager at any time upon the consent of Members owning two-thirds (2/3) of the Profit Percentages then outstanding. A Manager may withdraw voluntarily from such position at any time upon ninety (90) days' advance written notice to all of the Members.

(d) Notwithstanding anything to the contrary in this ARTICLE VI, the consent of Members holding two-thirds (2/3) of the Profit Percentage then outstanding, given in writing or at a meeting of the Members duly called and held, shall be required to authorize the following actions of the Company:

(i) to merge or consolidate with or into any Person (other than an entity wholly owned, directly or indirectly, by the Company), or to permit any Person to merge or consolidate with or into it;

(ii) to sell, lease, transfer, assign or otherwise dispose of all or substantially all of the assets of the Company other than in the ordinary course of business of the Company; or

(iii) to enter into, assume or become bound by any contract to do any of the foregoing.

Section 6.2. Action by Written Consent. Any action permitted or required by the Act or this Agreement to be taken by the Members or the Managers may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by (a) all of the Members or all of the Managers, as the case may be; or (b) by the Members or the Managers with the required vote necessary to authorize such action. If action is taken by written consent pursuant to clause (b) of the preceding sentence, the Company shall notify promptly all non-consenting Members or Managers of such action.

Section 6.3. Liability of Parties. No Member, Manager or any Representative of a Member or Manager shall be liable to the Company or to any other Member or Manager for (a) the performance of, or the omission to perform, any act or duty on behalf of the Company if, in good faith, such Person determined that such conduct was in the best interests of the Company, and such conduct did not constitute fraud, gross negligence, or reckless or intentional misconduct; (b) the termination of the Company and this Agreement pursuant to the terms hereof; or (c) the performance of, or the omission to perform, any act on behalf of the Company in good-faith reliance on the advice of legal counsel, accountants, or other professional advisors to the Company.

Section 6.4. Indemnification of Manager. The Company, its receiver, or its trustee shall indemnify, defend, and hold each Manager, Members and their respective Representatives (and their respective heirs, personal representatives, and successors) (collectively, the "Indemnified Parties") harmless from and against any expense, loss, damage, or liability incurred or connected with any claim, suit, demand, loss, judgment, liability, cost, or expense (including reasonable attorneys' fees) arising from or related to the Company or any act or omission of the Indemnified Parties on behalf of the Company (exclusive of acts taken as an independent contractor for the Company) and amounts paid in settlement of any of the foregoing; provided that the same were not the result of fraud, gross negligence, or reckless or intentional misconduct on the part of the Indemnified Party against whom a claim is asserted. The Company may advance to any Indemnified Party the costs of defending any claim, suit, or action against such Indemnified Party if the Indemnified Party undertakes to repay the funds advanced, with interest, should it later be determined that the Indemnified Party is not entitled to indemnification under this Section 6.4.

Section 6.5. Conflicts of Interest. Subject to the other express provisions of this Agreement, each Member of the Company and each Manager of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company with no obligation to offer to the Company or to any other Member the right to participate therein. The Company may transact business with any Member or Manager or a party related to any Member or Manager.

ARTICLE VII
BOOKS AND RECORDS, ACCOUNTING, AND TAX ELECTIONS

Section 7.1. Maintenance of Records. The Company shall maintain true and correct books and records, in which shall be entered all transactions of the Company, and shall

maintain all other records necessary, convenient, or incidental to recording the Company's business and affairs, which shall be sufficient to record the allocation of Profits and Losses and distributions as provided for herein. All decisions as to accounting principles, accounting methods, and other accounting matters shall be made by the Manager. The Company shall keep a current list of all Members and their Capital Contributions, adjusted for any withdrawals, which shall be available for inspection by all Members. Each Member or its authorized representative may examine any of the books and records of the Company during normal business hours upon reasonable notice for a proper purpose reasonably related to the Member's interest in the Company.

Section 7.2. Reports to Members. As soon as practicable after the end of each Fiscal Year, the Company shall cause to be prepared and sent to each Member a report setting forth in sufficient detail all such information and data with respect to the Company for such Fiscal Year as shall enable each Member to prepare its income tax returns. Any financial statements, reports and tax returns required pursuant to this Section 7.2 shall be prepared at the expense of the Company.

Section 7.3. Tax Elections. The Manager shall be empowered to make or revoke any elections now or hereafter required or permitted to be made by the Code or any state or local tax law, and to decide in a fair and equitable manner any accounting procedures and other matters arising with respect to the Company or under this Agreement that are not expressly provided for in this Agreement. Notwithstanding the foregoing, absent the unanimous consent of all Members to the contrary, the Company and all Members shall take any steps that may be necessary to elect partnership status for purposes of the Code and any applicable state or local tax law.

ARTICLE VIII
RESTRICTIONS ON TRANSFERS

Section 8.1. Restrictions on Transfers. Except as otherwise permitted by this Agreement, no Member may Transfer all or any portion of its Membership Interest in the Company without the prior written consent of the Manager, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager.

Section 8.2. Permitted Transfers. A Member shall be free at any time to Transfer all or any portion of its Membership Interest to (a) a Person who already is a Member at the time of Transfer; or (b) any one or more of an existing Member's Family Members. A trust or estate may Transfer the Membership Interest to a beneficiary of the trust or estate; provided, that the beneficiary is a Family Member of the Member who created the trust or whose death created the estate. For purposes of this Article, a Member's "Family Members" shall mean the Member's spouse, ancestors, issue (including adopted children and their issue) and trusts or custodianships for the primary benefit of the Member himself or such spouse, ancestors, or issue (including adopted children and their issue).

Further, a Member may transfer all of his Membership Interest in the Company to any Person pursuant to a bona fide offer to purchase such Membership Interest as provided herein. Upon receipt of an acceptable offer, the Member ("Transferring Member") shall give the

Company and the other Members written notice of the terms and conditions of the offer and of such Member's intention to Transfer the Membership Interest in accordance with the offer. The Company and the Members shall then have the right to acquire all, but not less than all, of the Membership Interest upon the same terms and conditions as set forth in the offer. First, the Company shall have the right to acquire the Membership Interest upon the same terms and conditions as set forth in the offer by giving written notice to the Transferring Member within thirty (30) days of its receipt of notice of the third-party offer from the Transferring Member. If the Company does not accept this offer within such thirty (30)-day period, the other Members shall have an additional thirty (30) days within which to accept the offer by giving written notice to the Transferring Member. If more than one other Member shall accept the offer, then such Members shall purchase the Membership Interest pro rata with respect to their Profit Percentages. If no other Member shall accept the offer within the thirty (30)-day period, or if the Company and the Members together have not subscribed for the entire interest, then the Transferring Member shall be free to transfer the entire Membership Interest in accordance with the terms of the offer. If the Transferring Member shall fail to complete the Transfer in accordance with the offer within sixty (60) days following the expiration of the second thirty (30)-day period described herein, then any future Transfer by such Transferring Member shall require a re-offering to the Company and other Members as provided for above.

Section 8.3. Conditions to Transfer. Notwithstanding any other provision of Sections 8.1 or 8.2, no Transfer shall be permitted, except in the case of a Transfer on death or involuntarily by operation of law, unless the following additional conditions precedent are satisfied (or waived by the Manager):

(a) The transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement (including this ARTICLE VIII);

(b) At the Manager's request, the transferor shall furnish to the Company an opinion of counsel satisfactory to the Company that the Transfer will not cause the Company to terminate within the meaning of Code section 708; and

(c) The transferor shall provide an opinion of counsel satisfactory to the Company to the effect that such Transfer will not violate any applicable securities laws regulating the transfer of securities or any of the provisions of any agreement to which the Company is a party.

Section 8.4. Rights of Unadmitted Transferee. A transferee of a Membership Interest who is not admitted as a Member pursuant to Section 8.5 shall be entitled to allocations and distributions attributable to the Membership Interest Transferred to the same extent as if the transferee were a Member, but shall have no right to participate in the management of the Company, or to vote or give a consent on any matter calling for the approval or consent of the Members (and any requisite percentage or majority shall be computed as if the Transferred Membership Interest did not exist), shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the other rights of a Member under the Act or this Agreement.

Section 8.5. Admission of Transferee as Member. Subject to the other provisions of this ARTICLE VIII, a transferee of a Membership Interest may be admitted to the Company as a Member only upon satisfaction of all of the following conditions:

(a) The Manager shall consent to such admission, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager;

(b) The Membership Interest with respect to which the transferee is admitted was acquired by means of a Transfer permitted under Section 8.1 or 8.2;

(c) The transferee becomes a party to this Agreement as a Member and executes such documents and instruments as the Company reasonably may request as necessary or appropriate to confirm such transferee as a Member in the Company and such transferee's agreement to be bound by the terms and conditions hereof; and

(d) The transferee furnishes copies of all instruments effecting the Transfer, opinions of counsel and such other certificates, instruments, and documents as the Company may require.

Section 8.6. Effect of Disposition. Following any Transfer of a Member's entire Membership Interest, the Member shall have no further rights as a Member of the Company. In addition, following any permitted Transfer or attempted Transfer of a portion of a Member's Membership Interest, the Member shall have no further rights as a Member of the Company with respect to that portion Transferred or attempted to be Transferred.

Section 8.7. Interests in a Member. A Member that is not a natural person shall not cause or permit an interest, direct or indirect, in itself to be Transferred such that, after giving effect to the Transfer, the Company would be considered to have terminated within the meaning of Code section 708.

Section 8.8. Prohibited Transfers. Any purported Transfer that is not permitted under Sections 8.1 or 8.2 shall be null and void and of no effect whatsoever. In the case of a Transfer or attempted Transfer that is not such a permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified persons may incur (including incremental tax liability and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

ARTICLE IX

WITHDRAWAL

Section 9.1. Restrictions on Withdrawal. Except as otherwise expressly permitted in this ARTICLE IX, without the consent of the Manager, which consent may be granted or withheld in the absolute and unreviewable discretion of the Manager, a Member does not have the right to withdraw from the Company as a Member or to terminate its Membership Interest.

Section 9.2. Withdrawal Payment; Reserves. Upon a permitted withdrawal, the withdrawing Member shall be entitled to receive its Capital Account balance in the Company as of the withdrawal date (as determined after giving effect to the revaluation of Company assets pursuant to Section 4.5), payable in cash or in kind, as the Manager may select, and subject to the limitations and other provisions of this ARTICLE IX. The payment to a withdrawing Member shall be made within ninety (90) days after the date of withdrawal or, at the option of the Manager, in twenty (20) equal quarterly installments of principal, the first of which shall be paid within ninety (90) days after the date of withdrawal, together with interest on the unpaid principal balance at a rate equal to the mid-term applicable federal rate under Code section 1274 (for quarterly compounding periods) as of the date of withdrawal. If the installment payment option is elected, interest shall accrue from the date of withdrawal and shall be paid together with each quarterly installment of principal, and the Company at any time may prepay, in whole or in part, the amount owing, which prepayment shall be applied first to accrued but unpaid interest and then to principal installments in their inverse order of maturity. The amount payable to a withdrawing Member under this Section 9.2 may, as the Manager shall determine, be subject to reserves for subsequent adjustments in the computation of the withdrawal amount and reserves for contingencies, including contingent liabilities relating to pending or anticipated litigation or to Internal Revenue Service examinations, and to a reasonable charge to cover the cost of selling or liquidating assets in order to effect payment to the withdrawing Member. Any amount withheld as a reserve shall reduce the amount payable under this Section 9.2 and shall be invested at interest by the Company in a segregated account (which may be commingled with similar accounts). The unused portion of any reserve shall be distributed with interest thereon after the Manager shall have determined that the need therefor shall have ceased.

Section 9.3. Withdrawing Member's Rights. Following the date of a withdrawal, the withdrawing Member shall have no further rights as a Member of the Company and, in the event that any money is still owed to the withdrawing Member after the date of withdrawal, the withdrawing Member shall have only the rights of an unsecured creditor of the Company.

ARTICLE X
DISSOLUTION AND LIQUIDATION

Section 10.1. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of any of the following events:

(a) at any time upon the written consent of the Manager or the sole remaining Member;

(b) at any time upon the unanimous written consent of the Members;

(c) the entry of a decree of judicial dissolution under the Act; or

(d) ninety (90) days after the date on which the Company no longer has at least one (1) Member, unless a new Member is admitted to the Company during such ninety (90) day period.

Section 10.2. Liquidation.

(a) Upon the dissolution of the Company, the Member shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) The liquidator shall determine, in his sole discretion, the fair value of the Company's assets as of the effective date of liquidation. All proceeds from liquidation shall be distributed in the following order of priority unless otherwise required by applicable law:

(i) first, to the creditors of the Company, including the Member if a creditor, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for distributions to the Member; and

(ii) thereafter, to the Member.

(c) In lieu of making liquidating distributions in cash, the liquidator may, in his sole discretion, make such distributions in kind.

(d) Upon the completion of the distribution of Company assets as provided in Sections 10.2(a), (b) and (c) hereof, the Company shall be terminated and the person acting as liquidator shall cause such termination pursuant to the Act and shall take such other actions as may be necessary or appropriate to terminate the Company.

(e) *Deficit Capital Accounts*. If a Member has a deficit balance in its Capital Account after giving effect to all contributions, distributions, and allocations for all taxable years, including the year in which the liquidation occurs, the Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed by such Member to the Company or to any other Person, for any purpose whatsoever.

ARTICLE XI

ALLOCATION RULES

Section 11.1. Special Allocations.

(a) *Minimum Gain Chargeback*. Notwithstanding any other provision of ARTICLE V or this ARTICLE XI, except to the extent that Regulations section 1.704-2(f) (or any other applicable authority) provides an exception to the operation of the minimum gain chargeback requirement of the Regulations, if there is a net decrease in Minimum Gain during any Accounting Period, each Member shall be specially allocated items of income and gain for such Accounting Period in an amount equal to such Member's share of the net decrease in the Company's Minimum Gain (within the meaning of Regulations section 1.704-2(g)(2)), determined in accordance with Regulations section 1.704-2(g). In the event that the minimum gain chargeback requirement imposed by this Subsection and Regulations section 1.704-2(f)

exceeds the Company's income and gains for the Accounting Period, the excess shall be treated as a minimum gain chargeback requirement, and shall be specially allocated under this Subsection, in the immediately succeeding Accounting Periods until fully charged back. Allocations pursuant to this Subsection shall be made in proportion to the respective amounts required to be allocated to each Member pursuant hereto. The items to be allocated shall be determined in accordance with Regulations sections 1.704-2(f)(6) and 1.704-2(j). This Subsection Section 11.1. (a) is intended to comply with the minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(b) *Member Nonrecourse Debt Minimum Gain Chargeback.* Notwithstanding any other provision of ARTICLE V or this ARTICLE XI, except to the extent that Regulations section 1.704-2(i)(4) (or any other applicable authority) provides an exception to the operation of the partner nonrecourse debt minimum gain chargeback requirement of the Regulations, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Accounting Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations section 1.704-2(i)(5), as of the beginning of that Accounting Period, shall be specially allocated items of income and gain for such Accounting Period (and, if necessary, succeeding Accounting Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. A Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain shall be determined in a manner consistent with the provisions of Regulations sections 1.704-2(j)(2) and 1.704-2(i)(4). Allocations pursuant to this Subsection shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to this Subsection and Regulations section 1.704-2(i)(4). The items to be so allocated shall be determined in accordance with Regulations sections 1.704-2(i)(4) and (j)(2). This Subsection Section 11.1. (b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* If any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6), items of income and gain (consisting of a pro rata portion of each item of income, including gross income and gain) shall be specially allocated to that Member in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible; provided, however, that an allocation pursuant to this Subsection 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 have been tentatively made as if this Subsection were not a part of this Agreement.

(d) *Gross Income Allocation.* If any Member has a deficit Capital Account at the end of any Accounting Period that is in excess of the sum of the amount such Member is obligated to restore, or the amount such Member is deemed obligated to restore pursuant to the next to last sentences of Regulations section 1.704-2(g)(l) and section 1.704-2(i)(5), the Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Subsection shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article have been tentatively

made as if this Subsection and the qualified income offset provision set forth in the preceding Subsection were not a part of this Agreement.

(e) *Code Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any asset of the Company pursuant to Code section 734(b) or Code section 743(b) is required, pursuant to Regulations section 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts of the Members shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulations section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations section 1.704-1(b)(2)(iv)(m)(4) applies.

(f) *Nonrecourse Deductions*. Nonrecourse Deductions for any Accounting Period shall be specially allocated to the Members, pro rata in accordance with the Profit Percentage due each Member for the applicable Accounting Period.

(g) *Member Nonrecourse Deductions*. Any Member Nonrecourse Deductions for any Accounting Period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations section 1.704-2(i).

(h) *Corrective Allocations*. The allocations set forth in the preceding Subsections of this Section 11.1. (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of income, gain, loss, or deduction pursuant to this Section 11.1. (h). Therefore, notwithstanding any other provision of ARTICLE V or this ARTICLE XI (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of income, gain, loss, or deduction in whatever manner it determines to be appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all items were allocated pursuant to Section 5.1. . In making any allocation under this Subsection, the Manager shall take into account future Regulatory Allocations under Section 11.1. (a) and (b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 11.1. (f) and Section 11.1. (g).

Section 11.2. Code Section 704(c).

(a) In accordance with Code section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, solely for tax purposes shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

(b) If the Gross Asset Value of any asset of the Company is revalued pursuant to Section 4.5. (b), subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to allocations made under this Section 11.2. shall be made in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 11.2. are solely for income tax purposes and shall not affect or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, or other items or distributions pursuant to any provision of this Agreement.

(d) The provisions of this Section 11.2. are intended to comply with Code section 704(c) and the Regulations promulgated thereunder. The Manager shall make any modifications to this Agreement as may be required to comply with Code section 704(c) and the Regulations thereunder.

Section 11.3. Other Allocation Rules.

(a) Except as otherwise provided in this Agreement, items of income, gain, loss, deduction, and credit shall be allocated among the Members for income tax purposes in a manner consistent with the allocations made for "book purposes" under ARTICLE V and this ARTICLE XI. Specifically, items of taxable income or loss corresponding to items that have been allocated pursuant to ARTICLE V or Section 11.1. shall be allocated for tax purposes in the same manner as those items are allocated for book purposes. Taxable income or loss for any Accounting Period that is not allocated pursuant to the preceding sentence and that is not otherwise allocated pursuant to ARTICLE V or this ARTICLE XI shall be allocated among the Members for tax purposes in the same proportion that Profit or Loss has been allocated for that Accounting Period under Section Section 5.1.

(b) For purposes of determining the Profits, Losses, or any other items allocable to any Accounting Period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code section 706 and the Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the applicable Accounting Period.

(d) Notwithstanding the other provisions of ARTICLE V or this ARTICLE XI, the Manager is authorized to make any adjustment in the allocation of Profits or Losses provided for in such Articles if the Manager considers in good faith that the adjustment is necessary and equitable to correct errors in allocations caused by errors in unaudited financial information or to correct inequities that may arise under this Agreement, including those that

may result from there being multiple Accounting Periods during a single Fiscal Year or during the term of this Agreement rather than a single Accounting Period.

(e) Solely for purposes of determining each Member's share of "excess nonrecourse liabilities" of the Company, as such term is defined in Regulations section 1.752-3(a)(3), each Member's interest in profits for any Accounting Period shall be that Member's Profit Percentage.

(f) To the extent permitted by Regulations section 1.704-2(h)(3), the Company shall endeavor to treat distributions as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

ARTICLE XII
MISCELLANEOUS

Section 12.1. *Amendments.* This Agreement may be amended or modified by the Member and the Company at any time in a writing unanimously signed by the Members.

Section 12.2. *Successors and Assigns.* All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the Members and the Company and the Members' successors and assigns.

Section 12.3. *Severability.* Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any law, statute, ordinance, rule, regulation, order, writ, decree or injunction, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof.

Section 12.4. *Headings.* All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom.

Section 12.5. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Members and the Company have entered into this Agreement as of the date first above written.

BAZ SPECIAL TRUST CREATED U/T/D DECEMBER 21, 2002

By:_____
Gerald Ingbar, Trustee

By:_____
Michael Hartsough, Trustee

HILARY E. ZAITZ

By:_____
Hilary E. Zaitz

DAVID A. ZAITZ

By:_____
Amy I. Zaitz, NJUTMA Custodian

SAMANTHA J. ZAITZ

By:_____
Amy I. Zaitz, NJUTMA Custodian

Exhibit A

Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

"Accounting Period" means the following fiscal periods: the initial Accounting Period shall commence on the day on which a Certificate of Formation is filed with the State of Delaware. Each subsequent Accounting Period shall commence immediately after the close of the next preceding Accounting Period. Each Accounting Period shall close at the close of business on the first to occur of (a) the last day of a Fiscal Year of the Company; (b) the day immediately preceding the effective date of the acceptance of a Capital Contribution from a new or existing Member, other than a Capital Contribution that is pro rata among all existing Members; (c) the day immediately preceding the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in the capacity of a Member or by a new Member acting in the capacity of a Member or in anticipation of being a Member; (d) the effective date of the partial or complete withdrawal of a Member; or (e) the date of the Company's liquidation.

"Act" shall have the meaning given to it in Section 2.1.

"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 Accounting Period, 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 penultimate sentences of Regulations section 1.704-2(g)(1) and section 1.704-2(i)(5).

(b) Debit to such Capital Account the items described in Regulations section 1.704-1(b)(2)(ii)(d)(4), section 1.704-1(b)(2)(ii)(d)(5), and section 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Agreement" shall have the meaning given to it in the preamble of the Agreement, as it may be amended or restated from time to time.

"Capital Account" means, with respect to any Member, the Member's Capital Contribution, increased or decreased as provided in this Agreement.

"Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property other than money contributed to the Company by that Member.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall have the meaning given to it in the preamble of the Agreement.

"Company Minimum Gain" has the meaning given to "Partnership Minimum Gain" in Regulations sections 1.704-2(b)(2) and 1.704-2(d).

"Depreciation" has the meaning ascribed to that term in the definition of "Profit and Losses."

"Family Member" shall have the meaning givent to it in Section 8.2.

"Fiscal Year" means the calendar year; but, upon the organization of the Company, "Fiscal Year" means the period from the first day of the term of the Company to the next following December 31 and, upon dissolution of the Company, shall mean the period from the end of the last preceding Fiscal Year to the date of such dissolution.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, adjusted as provided in this Agreement.

"Indemnified Parties" has the meaning ascribed to that term in Section 6.4.

"Liquidation" has the meaning as set forth in Regulations section 1.704-1(b)(2)(ii)(g).

"Manager" means the BAZ Special Trust Created u/t/d December 21, 2002 and any Person who becomes a Manager hereafter, pursuant to the terms of this Agreement, but does not include any Person who has ceased to be a Manager of the Company. A Manager may be a natural person or an entity; a Member or a non-member.

"Member" means each Person executing this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any Person who has ceased to be a Member of the Company. For purposes of interpreting this Agreement, references to the term "Member" in ARTICLE V and ARTICLE XI shall be deemed to refer to a transferee of an interest in the Company who is not admitted as a Member under Section 8.5. unless such interpretation is inconsistent with the provisions of Section 8.4.

"Member Nonrecourse Debt" has the meaning given to "partner nonrecourse debt" in Regulations section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations section 1.704-2(i)(3).

"Member Nonrecourse Deductions" has the meaning given to "partner nonrecourse deductions" in Regulations sections 1.704-2(i)(1) and 1.704-2(i)(2). The amount of

Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for any Accounting Period shall be determined in accordance with Regulations section 1.704-2(i)(2).

"Membership Interest" means the entire interest of a Member in the Company, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted by this Agreement or the Act.

"Nonrecourse Deductions" has the meaning set forth in Regulations section 1.704-2(b)(1). The amount of Nonrecourse Deductions for an Accounting Period shall be determined in accordance with Regulations section 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulations sections 1.704-2(b)(3) and 1.752-1(a)(2).

"Person" means an individual, corporation, association, partnership, joint venture, limited liability company, estate, trust, or any other legal entity.

"Profit Percentages" of the Members are set forth in Exhibit B, attached hereto, adjusted as set forth herein.

"Profits and Losses" means, for each Accounting Period, an amount equal to the Company's taxable income or loss for such Accounting Period, determined in accordance with Code section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Income that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss.

(b) Any expenditures of the Company described in Code section 705(a)(2)(B), or that are treated as Code section 705(a)(2)(B) expenditures pursuant to Regulations section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits and Losses pursuant to this Section, shall be subtracted from such taxable income or loss.

(c) If the Gross Asset Value of any asset is adjusted pursuant to Section 4.5. (b) or Section 4.5. (c), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses.

(d) Gain or loss resulting from any disposition of assets with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the assets disposed of (as adjusted under this Agreement), notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value.

(e) In lieu of the depreciation, amortization, and other cost-recovery deductions taken into account in computing such taxable income or loss, there shall be taken into

account Depreciation for such Accounting Period as defined hereinafter. For such purposes "Depreciation" means, for each Accounting Period, an amount equal to the depreciation, amortization, or other cost-recovery deduction allowable with respect to an asset for such Accounting Period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Accounting Period, Depreciation shall be any amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost-recovery deduction for such Accounting Period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost-recovery deduction for such Accounting Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company.

(f) To the extent an adjustment to the adjusted tax basis of any asset pursuant to Code section 734(b) or Code section 743(b) is required pursuant to Regulations section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses.

(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 11.1. shall not be taken into account in computing Profits and Losses.

(h) The Company's distributive share of any Profits and Losses (as defined herein) from any partnership (including any limited liability company or other entity treated as a partnership for tax purposes) in which it holds an interest, adjusted to avoid taking into account any items otherwise reflected in the Company's Profits and Losses, shall be included in the Company's Profits and Losses.

"Regulatory Allocations" has the meaning ascribed to that term in Section Section 11.1. .

"Regulations" means the Treasury Regulations promulgated under the Code, as such Regulations may be amended from time to time.

"Representative" of a Person means that Person's directors, officers, trustee, members, managers, employees, and agents.

"Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, gift, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, give, or otherwise dispose of.

"Transferring Member" shall have the meaning given to it in Section 8.2.

Exhibit B

Members, Capital Contributions, and Profit Percentages

Member	Initial Capital Contribution	Initial Profit Percentage
The BAZ Special Trust u/t/d 12/21/2002	Redacted pursuant to N.Y. Public Officers Law, Art. 6	
Hilary E. Zaitz		
Amy I. Zaitz, Custodian under the N.J. Uniform Gifts to Minors Act f/b/o [redacted]		
Amy I. Zaitz, Custodian under the N.J. Uniform Gifts to Minors Act f/b/o [redacted]		

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A GENERAL PARTNERSHIP UNDER THE NAME OF "ZAITZ INVESTMENT PARTNERSHIP" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ZAITZ INVESTMENT PARTNERSHIP" TO "ZAITZ INVESTMENT, LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2010, AT 6:11 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

4830481 8100V

100606774

AUTHENTICATION: 8036743

DATE: 06-04-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:43 PM 05/28/2010
FILED 06:11 PM 05/28/2010
SRV 100606774 - 4830481 FILE

STATE OF DELAWARE

CERTIFICATE OF CONVERSION

FROM A PARTNERSHIP TO A

LIMITED LIABILITY COMPANY

Pursuant To Section 18-214 of The Limited Liability Act

FIRST: The jurisdiction where the Partnership first formed is New York.

SECOND: The jurisdiction immediately prior to filing this Certificate is New York.

THIRD: The date the Partnership first formed is September 2, 1993.

FOURTH: The name of the Partnership immediately prior to filing this Certificate is Zaitz Investment Partnership

FIFTH: The name of the Limited Liability Company as set forth in the Certificate of Formation is Zaitz Investment, LLC.

IN WITNESS WHEREOF, the undersigned have executed has executed this Certificate of Conversion on May 28, 2010 and affirms that the Statement made herein are true under the penalties of perjury.

Christine S Bayle

Name: Christine S Bayle
Authorized Person

Z2285/2
13371200.3

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #85

Attachment : Appendix A – Affidavits

First Group – NSLIJ Based

Second Group – CMV NY Based

Note: in alphabetical order

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: SILVERPEAK NY LLC

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

2. Name: Richard S. Abramson | 3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

8. Phone: [redacted]			9. Fax [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
US Air Force Academy	Colorado Springs, CO	6/1963	6/1968	BS	1968
Babson College	Wellsley Hills, MA	1/1969	5/1972	MBA	1972
AIMR	New York, NY	1/1979	6/1981	CFA	1981

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
NASD NYSE	Series 1, 63, 65	Securities Exchange Commission	12/07/2000	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

Name of Employer:

Type of Business:

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature: Richard S Aronson	Date: 24 MAY 2015
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) JEFFREY S. WIESENFELD Notary Public, State of New York No. 01WI4777695 Qualified in Nassau County Commission Expires 8/31/2018	Date: 5/24/15

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

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

1. Business Name:

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

2. Name: Mark L. Claster

3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☒ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Ohio University	Athens, Ohio	9/1970	6/1974	B.B.A.	1974
Hofstra School of Law	Hempstead, NY	9/1974	6/1977	J.D.	1977
NYU School of Law	New York, NY	1978	1980	L.L.M.	1980

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

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

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

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

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

Name of Employer:

Type of Business:

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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

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

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

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

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

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

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

From: 2000	Name and Address of Business: CARL MARKS & CO INC. 900 THIRD AVENUE - 33RD FLOOR NEW YORK, NY 10022	
To: PRESENT		
Business Type: INVESTMENTS	Office Held/Nature of Interest: BOARD MEMBER	☒ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

From: 2000 To: PRESENT	Name and Address of Business: CARL MARKS & CO LP 900 THIRD AVENUE - 33RD FLOOR NEW YORK, NY 10022	
Business Type: INVESTMENT	Office Held/Nature of Interest: BOARD MEMBER	☒ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/27/15
Notary Name: Ellen M. Macleay	Notary Registration Number: 01MA6045719
Notary (Notary Must Affix Stamp or Seal) Ellen M. Macleay ELLEN M. MACLEAY Notary Public, State of New York No. 01MA6045719 Qualified in Queens County Commission Expires July 31, 2018	Date: 5/27/15

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

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

1. Business Name: Silverpeak, NY LLC

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

2. Name: [redacted] | 3. Title: Compliance Director

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

Responsible for enforcing rules and regulations set forth by both state and company policy. Responsible in enforcing company personnel are working within guidelines set forth by administration.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☑ **Yes** ☐ **No**

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ **Yes** ☑ **No**

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

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

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

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

8. Phone:	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
Adelphi University	Garden City, NY	1993	1996	Masters	1996
St Johns University	Jamaica NY	1983	1989	Bachelors	1989
NYPD Police Academy	New York, NY	1984	1984	Police Officer Graduate	1984

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

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

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

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

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

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

Name of Employer: NYS-DOH/BIE (Contractor)

Type of Business: Medicaid Fraud and Abuse

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

Street Address: 240 Broadway		
City: New York	State: NY	Zip Code:
Starting Date of Employment: 1999	Ending Date of Employment: 2011	
Name of Supervisor for Reference: [redacted]	Supervisor Phone Number: [redacted]	
Position/Responsibilities: Investigator for Medicaid		
Reason For Departure: [redacted]		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

9 years as NYPD law enforcement, several with street narcotics, 13 years Medicaid Fraud/Abuse Investigator and 4 years as a healthcare investigator.

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.

Signatur[redacted]	Date: 6/1/2015
Notary Name: [redacted]	Notary Registration Number: 01CL6142994
Notary (Notary Must Affix Stamp or Seal)	Date:

JOSEPH F CLARK
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01CL6142994
COMM. EXP. 3/17

JOSEPH F CLARK
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
NO. 01CL6014954
COMM. EXP.

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: SILVERPEAK NY LLC

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

2. Name: Michael J. Dowling | 3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University College	Cork, Ireland	1967	1970	B.A.	1970
University College	Cork, Ireland	1970	1971	Diploma in Education	1971
Fordham University	New York, NY	1973	1974	M.S.W.	1974
Columbia University	New York, NY		1974	PH.D. Candidate	

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

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

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

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature: Michael J Dowling	Date: 5/26/2015
Notary Name: Jessica L. Parada	Notary Registration Number: 02PA6250140
Notary (Notary Must Affix Stamp or Seal)	Date: 5/26/2015

JESSICA L PARADA
Notary Public - State of New York
NO. 02PA6250140
Qualified in Nassau County
My Commission Expires 10-24-15

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

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

1. Business Name: SILVERPEAK NY LLC

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

2. Name: Richard D. Goldstein

3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Queens College	Kissena Boulevard, Flushing, New York	9/1969	6/1973	B.A.	6/1973
Harvard Law School	Cambridge, MA	9/1973	6/1976	J.D.	6/1976

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Law License		New York Office of Court Administration, P.O. Box 2806, Church Street Station, NY, NY 10048	~~10/12/2012~~ 1977	10/16

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

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

Appendix A:

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

See CV attached

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: Richard D. Goldstein	Date: 5/27/15
Notary Name: Saralyn Vasile	Notary Registration Number: 01VA4992597
Notary (Notary Must Affix Stamp or Seal)	Date: 5/27/15

SARALYN VASILE
Notary Public, State of New York
No. 01VA4992597
Qualified in Suffolk County
Commission Expires February 24, 2018

Richard D. Goldstein: Mr. Goldstein, an attorney, has been since July 2008

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

From 2010 to 2014 he was Chairman of the Board of the North Shore-LIJ Health System and its constituent hospitals and related entities (including North Shore University Hospital, Long Island Jewish Medical Center, Lenox Hill Hospital and Staten Island University Hospital (collectively the "Health System")).

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

He is also a Trustee Emeritus (and former Chair) of the Queens College Foundation.

Mr. Goldstein is a summa cum laude, phi beta kappa graduate of Queens College and a magna cum laude graduate of Harvard Law School.

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

1. Business Name: SILVERPEAK NY LLC

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

2. Name: Saul B. Katz

3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ **Yes** ☑ **No**

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ **Yes** ☑ **No**

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

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

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

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

8. Phone: [redacted]			9. Fax [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Brooklyn College	Brooklyn, New York	9/1957	6/1960	B.S.	6/1960

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Real Estate Broker	292506	New York State Department of State	7/1967	7/31/1994
Certified Public Accountant	022249	Education Department of the State of New York	6/1963	Present

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/27/15
Notary Name: Ursula M Paciullo	Notary Registration Number: 01PA6216250
Notary (Notary Must Affix Stamp or Seal)	Date: 5/27/15

URSULA M. PACIULLO
Notary Public, State of New York
No. 01PA6216250
Qualified in Queens County
Commission Expires January 11, 2018

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

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

1. Business Name: SILVERPEAK NY LLC

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

2. Name: [redacted] | 3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Rutgers College	New Brunswick, NJ	9/1974	5/1978	B.A.	5/1978
Boston University School of Law	765 Commonwealth Ave., Boston, MA	8/1978	5/1981	J.D.	5/1981
New York University School of Law	4 Washington Square, New York, NY	9/1981	6/1983	LL.M.	6/1983

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Law	[redacted]	New York State Office of Court Administration, 25 Beaver Street, Room 840, NY, NY 10004	11/1981	May 2016

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Sig[redacted] Date: 6/1/2015

Notary Name: Saralyn Vasile

Notary Registration Number: 01VA4992597

Notary (Notary Must Affix Stamp or Seal)

SARALYN VASILE
Notary Public, State of New Yor
No. 01VA4992597
Qualified In Suffolk County
Commission Expires February 24, 2018

Date: June 1, 2015

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

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

1. Business Name:

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

2. Name: William L. Mack

3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☒ No

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

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

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

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

8. Phone: [redacted]			9. Fax [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Wharton School of Business, University of Pennsylvania	Philadelphia, PA	1957	1960		
New York University	New York, NY	1961	1962	B.S. Business Administration	1962

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/28/15
Notary Name: Angela F. Sciandra	Notary Registration Number: 01SC6294897
Notary (Notary Must Affix Stamp or Seal)	Date: May 28, 2015

ANGELA F. SCIANDRA
Notary Public, State of New York
Registration #01SC6294897
Qualified In Kings County
Commission Expires December 23, 2017

William Lawrence Mack

18. Offices Held or Ownership Interest in Other Businesses

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

Mack-Cali Realty Corporation
343 Phornall Street
Edison, NJ 08837
1997 – Present
Chairman of the Board of Directors

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

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

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: Silverpeak ny llc

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

2. Name: [redacted]	3. Title: security director

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

responsible for all internal and external security. responsible for security of all shipments. responsible for law enforcement liaison. supervision of all security personnel

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☑ Yes ☐ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

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

NYPD Police Academy	NYC	1984	1984	graduate	1984

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

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

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

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

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

Name of Employer: NYC SCA OIG

Type of Business: Inspector general office

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

Street Address: 188 west 230 st		
City: bronx	State: new york	Zip Code: 10463
Starting Date of Employment: 3/2006	Ending Date of Employment: 6/2012	
Name of Supervisor for Reference: [redacted]	Supervisor Phone Number: [redacted]	
Position/Responsibilities: Director of Intelligence		
Reason For Departure: [redacted]		
Name of Employer: NYPD		
Type of Business: police		
Street Address: 1 police plaza		
City: ny	State: ny	Zip Code: 10038
Starting Date of Employment: 1/1984	Ending Date of Employment: 12/2004	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities: Detective		
Reason For Departure: service retirement		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

21 years police officer / detective NYPD. 7 years as director of intelligence for the office of inspector general , NYC SCA. 3 years [redacted]

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

Signa[redacted]	Date: 6-1-15
[redacted]e: EPH F [redacted]	Notary Registration Number: 01CL6142996
Notary (Notary Must Affix Stamp or Seal)	Date:

JOSEPH F CLARK
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01CL6142996
COMM. EXP. 3/18

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

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

1. Business Name: Silverpeak NY LLC

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

2. Name: Thomas McGinn	3. Title: CMO

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

Lead Strategy and direction of Silverpeak NY LLC with respect to clinical data capture, research, and patient and provider education.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

8. Phone: [redacted]			9. Fax		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Creighton University	2500 California Plaza, Omaha NE 68102	1978	1982	BS	1982
Downstate University	450 Clarkson Ave, Brooklyn, NY 11203	1985	1989	MD	1989
Columbia University	116th St. and Broadway, New York, NY 10027	1998	1999	MPH	1999

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
MD	187468	State of New York		

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

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

Name of Employer:
Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed

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

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

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

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

19 Affirmative Statement of Qualifications

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

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

Signature: DM-G	Date: 6/2/15
Notary Name: NICOLE GRATIA-MATHURIN	Notary Registration Number: 01GR6175195
Notary (Notary Must Affix Stamp or Seal) NICOLE GRATIA-MATHURIN Notary Public - State of New York No. 01GR6175195 Qualified In Nassau County My Commission Expires March 30, 2016	Date: 6/02/2015

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

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

1. Business Name: SILVERPEAK NY LLC

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

2. Name: [redacted] 3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
State University of New York	Stony Brook, NY	9/1974	5/1978	B.S.	5/1978
Columbia University	New York, NY	9/1978	5/1980	MBA	5/1980

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signa[redacted]	Date: 5/27/15
Notary Name: Andrea DePaula	Notary Registration Number: 01DE5082165
Notary (Notary Must Affix Stamp or Seal)	Date: 5/27/15

Andrea DePaula
Notary Public, State of New York
No. 01DE5082165
Qualified in Nassau County
Commission Expires July 21, 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: SILVERPEAK NY LLC

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

2. Name: Ralph A. Nappi

3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

8. Phone: [redacted]			9. Fax [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Hofstra University	Hempstead, NY	9/1952	6/1956	B.A.	6/1956
Brooklyn Law School	Brooklyn, NY	9/1956	9/1959	LLB	6/1969

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Attorney at Law	C1-174486111 1092/3/1/1A82	Court of Appeals, New York		Retired

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/28/15
Notary Name: SARALYN VASILE	Notary Registration Number: 01VA4992597
Notary (Notary Must Affix Stamp or Seal)	Date: 5/28/15

SARALYN VASILE
Notary Public, State of New York
No. 01VA4992597
Qualified in Suffolk County
Commission Expires February 24, 2018

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

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

1. Business Name: Silverpeak NY LLC

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

2. Name: [redacted] | 3. Title: Security/Compliance Officer

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

Responsible for the adhering of regulatory guidelines set forth by NYS DOH as well the internal rules and regulations of Silverpeak NY. Oversees all physical security and human security assets. Develops plans for transport, storage and anti-diversion programs for the corporation. Responsible for maintaing external relations with the NYS DOH, NYS Police and local law enforcement and other local Public Safety Agencies. Oversees the transportation of all marijuana products and maintains records of all

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☑ **Yes** ☐ **No**

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ **Yes** ☑ **No**

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

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

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

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

8. Phone: [redacted]			9. Fax [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
John Jay College Criminal Justice	New York, NY	1/77	6/79	N/A	
St.John's University	Queens NY	9/76	1/77	N/A	
New York City Police Acadaemy	New York NY	9/80	1/81	NUC Police Officer	

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
NYS Paramedic	[redacted]	NYS Department of Health Albany NY	1/2012	12/2015
Nassau County Carry Permit (Retired Police)	[redacted]	Nassau County Police Department Franklin Avenue Garden City. NY	8/25/2010	8/31/2015
NYS Driver's License	[redacted]	NYS Department of Motor Vehicles Albany NY	07/15/2012	08/16/20

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

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

Name of Employer: Police Department, City of New York

Type of Business: Public Safety

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

Street Address: 1 Police Plaza		
City: New York	State: New York	Zip Code: 10001
Starting Date of Employment: 09/05/2001	Ending Date of Employment: 08/31/2001	
Name of Supervisor for Reference: [redacted]	Supervisor Phone Number: [redacted]	
Position/Responsibilities: Police Officer/Detective		
Reason For Departure: [redacted]		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

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

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities: Police Officer/Detective 3rd Grade		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signat[redacted]	Date: 05.26.2015
Notary[redacted]	Notary Registration Number: 01CL6142996
Notary (Notary Must Affix Stamp or Seal)	Date: 5/26/15

JOSEPH F CLARK
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #01CL6142996
COMM. EXP. 3/18

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

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

1. Business Name: SILVERPEAK NY LLC

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

2. Name: Barry W. Rubenstein | 3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
City College of New York	New York, NY	1960	1965	B.S.	1965
New York University	New York, NY	1965	1967	M.S.	1967

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

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

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

Name of Employer:

Type of Business:

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

see attached

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed

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

BARRY RUBENSTEIN, TRUSTEE
68 Wheatley Road
Brookville, New York 11545

18. Offices Held or Ownership Interest in Other Businesses

FalconStor Software - Software company
Board Member
2 Huntington Quadrangle
Melville, New York 11747
2000 - present

Broadcastr - Social Networking company
Board Member
325 Gold Street, Suite 203
Brooklyn, New York 11201
2011- 2013

Fractal - Social Networking company
Board Member
1123 Broadway, Suite 207
New York, New York
2011 - 2014

Certpoint Systems Inc. - Software company
Board Member
Four Expressway Plaza, Suite 200
Roslyn Heights, New York 11577
2001 - 2013

Fatwire Corporation - Software company
Board Member
330 Old Country Road, Suite 303
Mineola, New York 11501
2000 - 2011

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 6/2/2015
Notary Name:	Notary Registration Number: 01VA4992597
Notary (Notary Must Affix Stamp or Seal)	Date: 6/2/2015

SARALYN VASILE
Notary Public, State of New York
No. 01VA4992597
Qualified in Suffolk County
Commission Expires February 24, 2018

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

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

1. Business Name: NSLIJ Green Ventures // Silverpeak NY LLC

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

2. Name: Thomas Volney Thornton | 3. Title [redacted] Board Member

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

[redacted] and a Board Member of Silverpeak NY LLC

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Wisconsin - Madison	333 East Campus Mall #10101 Madison, WI 53715	1983	1987	BA, Political Science and History	June 1987

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

Tom Thornton is a recognized and accomplished investor in healthcare services and the biosciences.

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: Thomas V. Thornton	Date: June 2, 2015
Notary Name: Michelle R. Aparicio	Notary Registration Number: 01AP6083121
Notary (Notary Must Affix Stamp or Seal) MICHELLE R. APARICIO Notary Public, State of New York No. 01AP6083121 Qualified In Suffolk County Commission Expires November 12, 2018 Michelle R Aparicio	Date: June 2, 2015

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

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

1. Business Name: Silverpeak NY LLC

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

2. Name: Andrew C. Yacht	3. Title: M.D.

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

Andrew C. Yacht, M.D. will serve as a Board Member for Silverpeak NY LLC in conjunction with North Shore LIJ, leading overall strategy and direction for the entity.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ **Yes** ☑ **No**

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ **Yes** ☑ **No**

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Boston University School of Public Health	Boston, Massachusetts	7/2000	6/2002	M.Sc.	9/25/02
SUNY Downstate College of Medicine	450 Clarkson Avenue Brooklyn, NY 11203	8/1992	5/1996	M.D.	5/15/96
University of Massachusetts, Amherst	Amherst, Massachusetts	9/1988	5/1992	B.S.	5/24/92

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Medicine and Surgery	224637	The University of the State of New York Education Department	5/3/02	8/31/2015

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

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

Signature:	Date: May 29, 2015
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) VENICE VANHUSE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01VA6029375 Qualified in Queens County Commission Expires August 16, 2017	Date: 5/29/2015

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

1. Business Name: SILVERPEAK NY LLC

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

2. Name: Roy J. Zuckerberg | 3. Title: [redacted]

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

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

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Lowell Tech	Lowell, MA	9/1954	6/1958	B.S.	1958

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

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

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

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 6/2/15
Notary Name: Mona Gail Goldberg	Notary Registration Number: 01G06195719
Notary (Notary Must Affix Stamp or Seal)	Date: 6/2/15

MONA GAIL GOLDBERG
Notary Public - State of New York
NO. 01G06195719
Qualified in New York County
My Commission Expires 10/27/16

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

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

1. Business Name: [redacted] Silverpeak NY LLC

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

2. Name: Jordan Alexander Lewis

3. Title: [redacted] BdMbr-Ofcr

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

CEO - Works in partnership with Board Members to support and determine direction of company. Provides directional support to all other executives and managers of the company to lead overall strategies and development

Owner
Board Member

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☑ Yes ☐ No

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

Name of Business: [redacted]

Any Findings of violations: None

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☑ 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 NA
10. Email: [redacted]	
11. Residence Address: [redacted]	
12. City [redacted]	13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Tufts University	419 Boston Ave. Medford, MA 02155	1991	1995	BA	1995
University of Pennsylvania	Philadelphia, PA 19104	2004	2008	VMD	2008

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Veterinary Medicine	011019	NY State Department of Education 89 Washington Ave. Albany, NY 12234	9/19/2008	11/30/16
		518-474-3817 opregfee.@nysed.gov		

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

NA

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: Jordan A. Levin	Date: 6/1/15
Notary Name: Sara Stiles	Notary Registration Number: 20134057542
Notary (Notary Must Affix Stamp or Seal) Sara Stiles	Date: 6/1/15

SARA STILES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20134057542
MY COMMISSION EXPIRES SEPTEMBER 13, 2017

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

1. Business Name: [redacted] Silverpeak NY, LLC

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

2. Name: [redacted]

3. Title: [redacted] Officer

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

Responsible for bookkeeping execution
Responsible for accounting execution
Responsible for all controller functions and reporting
Responsible a[redacted]n line with the company's evolution

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☑ Yes ☐ No

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

Name of Business: [redacted]
Ownership: None
Any Findings of Violations: None

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☑ 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: NA
10. Email: [redacted]	
11. Residence Address: [redacted]	
12. City: [redacted]	13. State [redacted] 14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Colorado	Boulder, Colorado	1988	1992	Business Administration	12/1992

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Certified Public Accountant	[redacted]	Colorado Dept. of Regulatory Services, Division of Professions & Occupations, SEE BELOW	07/25/2001	11/30/2015
		dora_registrations@state.co.us 303-894-7800		

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [redacted]	Date: 5/29/15
Notary Name: Sara Stiles	Notary Registration Number: 20134057542
Notary (Notary Must Affix Stamp or Seal): Sara Stiles	Date: 5/29/15

SARA STILES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20134057542
MY COMMISSION EXPIRES SEPTEMBER 13, 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: Silverpeak NY, LLC

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

2. Name: [redacted] | 3. Title: Officer

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

Manages procurement and development of all real estate properties and facilities.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Bowdyn College	Brunswick, Maine	1995	1999	BA, Bilogy BA Environmental Studies	1999
University of Texas	Autin, Texas	2005	2007	Masters Degree in Urban Planning	2007

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

N/A

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, a[redacted]

Signature: [redacted]	Date: 5/29/15
Notary Name: Sara Stiles	Notary Registration Number: 20134057542
Notary (Notary Must Affix Stamp or Seal): Sara Stiles SARA STILES NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20134057542 MY COMMISSION EXPIRES SEPTEMBER 13, 2017	Date: 5/29/15

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

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

1. Business Name: [redacted]

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

2. Name: [redacted] | 3. Title: Managing Member

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

Andrew L. Shapiro is [redacted] which is a member of Silverpeak NY LLC.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?

☐ Yes ☒ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☒ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Yale Law School	127 Wall Street New Haven, CT 06511	1992	1995	J.D.	1995
Brown University	Providence, RI 02912	1986	1990	A.B.	1990

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Member, New York State Bar	N/A	New York State Bar Association	1996	2001 (retired)

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

From: April 2014	Name and Address of Business: Car Charging Group Inc. 1691 Michigan Ave., Ste 601 Miami Beach, FL 33139	
To: Present		
Business Type: Electric vehicle services	Office Held/Nature of Interest: Board member	◉ open ○ closed ○ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: [redacted]	Date: June 3, 2015
Notary Name: [redacted]	Notary Registration Number: 20144046727
Notary (Notary Must Affix Stamp or Seal)	Date: JUNE 3, 2015

TAMME AMES MELLENTHIN
Notary Public
State of Colorado
Notary ID 20144046727
My Commission Expires Dec 9, 2018

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

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

1. Business Name: [redacted]

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

2. Name: [redacted] | 3. Title: Owner

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

Nina Bauer Shapiro is a [redacted] which is a member of Silverpeak NY LLC.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
New York University	665 Broadway, New York, NY 10003	1996	1998	M.A., Education	1998
University of Pennsylvania	Philadelphia, PA 19104	1988	1992	B.A.	1992

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

19. Affirmative Statement of Qualifications

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

N/A

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, [redacted]ts.

Sig[redacted]	Date: June 3, 2015
Not[redacted] (TAMME MELLENTHIN)	Notary Registration Number: ~~[illegible]~~ 20144046727
Notary (Notary Must Affix Stamp or Seal)	Date: JUNE 3, 2015

TAMME AMES MELLENTHIN
Notary Public
State of Colorado
Notary ID 20144046727
My Commission Expires Dec 9, 2018

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

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

1. Business Name: [redacted] Silverpeak NY LLC

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

2. Name: [redacted] | 3. Title: [redacted] Officer

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

Works in partnership with CEO and Board Members to lead the execution of operational strategies and development.

Owner

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☑ Yes ☐ No

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

Name of Business: [redacted]
[redacted]
Any Findings of Violations: None

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

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☑ 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: NA	
10. Email: [redacted]			
11. Residence Address: [redacted]			
12. City: [redacted]	13. State: [redacted]	14. ZIP Code: [redacted]	

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Puget Sound	Tacoma, WA	09/1968	06/1969	NA	
University of Washington	Seattle, WA	09/1969	06/1972	Business Administration	06/1972
University of Southern California	Los Angeles, CA	09/1981	06/1983	MBA	06/1983

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

N/A

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

Si [redacted]	Date: 5/29/15
Notary Name: Sara Stiles	Notary Registration Number: 20134057542
Notary (Notary Must Affix Stamp or Seal) Sara Stiles SARA STILES NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20134057542 MY COMMISSION EXPIRES SEPTEMBER 13, 2017	Date: 5/29/15

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

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

1. Business Name: The BAZ Special Trust U/T/D 12/21/2002

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

2. Name: [redacted] | 3. Title: [redacted]

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

Owner

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Albany	1400 Washington Ave. Albany, NY 12222	1979	1983	BA - English	1983
Rensselaer Polytechnic Institute	110 8th Street Troy, NY 12180	1983	1984	Master of Science	1984

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

Not applicable as this individual is an owner in a subsidiary.

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

Signature: [redacted]	Date: 6/3/2015
Notary Nam[redacted]Mellenthin	Notary Registration Number: 20144046727
Notary (Notary Must Affix Stamp or Seal)	Date: June 3, 2015

TAMME AMES MELLENTHIN
Notary Public
State of Colorado
Notary ID 20144046727
My Commission Expires Dec 9, 2018

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

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

1. Business Name: [redacted] Silverpeak NY LLC

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

2. Name: [redacted] | 3. Title: [redacted] Office

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

Board Member
Oversight duties

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

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

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

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

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

8. Phone: [redacted]			9. Fax NA		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Alfred University	1 Saxon Dr, Alfred, NY 14802	1973	1974		
Cornell University	Day Hall Cornell University Ithaca, NY 14853	1975	1977	BS Agricultural Economics	1977

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signatu[redacted]	Date: 5/30/15
Notary [redacted] KINGA KNAP	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) KINGA KATARZYNA KNAP Notary Public - State of New York NO. 01KN6281650 Qualified in Suffolk County My Commission Expires 05/13/2017	Date: 5/30/15

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: [redacted]/Silverpeak NY LLC

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: [redacted] | 3. Title: [redacted]Owner

4. Briefly describe the role of this person or entity in the proposed registered organization:

Owner

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☑ No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]		9. Fax N/A	
10. Email: [redacted]			
11. Residence Address: [redacted]			
12. City: [redacted]	13. State: [redacted]	14. ZIP Code [redacted]	

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Cornell University	Ithaca, New York 14850	May 200	May 201	B.S. in Applied Economics and Management	May 2012
Amherst College	Amherst, Massachussets 01002	August 2	May 200	N/A	N/A

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Series 79		FINRA	September 201	March 2015
Series 63		FINRA	September 201	March 2015

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☑ Yes ☐ No

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Redacted pursuant to N.Y. Public Officers Law, Art. 6

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Signature: [redacted]	Date: 5/30/15
Notary Name: [illegible] KINGA KNAP	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/30/15

KINGA KATARZYNA KNAP
Notary Public - State of New York
NO. 01KN6281650
Qualified in Suffolk County
My Commission Expires 02/12/2017

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: [redacted]

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: [redacted] | 3. Title: Owner

4. Briefly describe the role of this person or entity in the proposed registered organization:

Owner

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.

Appendix A:
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7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☐ No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]		9. Fax NA	
10. Email: [redacted]			
11. Residence Address: [redacted]			
12. City: [redacted]		13. State: [redacted]	14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Cornell University	Day Hall Ithaca New, York	2005	2009	BS	May 2009
UCLA	Charles E Young Dr South Los Angeles, CA 90024	2011	2013	Master of Fine Arts	June 2013

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☐ Yes ☐ No

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Redacted pursuant to N.Y. Public Officers Law, Art. 6

From:	Name and Address of Business:	
To:		
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From	Name and Address of Business	
To		
Business Type	Office Held/Nature of Interest	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

N/A

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Sign [redacted]	Date: 5/14/15
Nota [redacted]	Notary Registration Number: 20144046727
Notary (Notary Must Affix Stamp or Seal)	Date: May 16 2015

TAMME AMES MELLENTHIN
Notary Public
State of Colorado
Notary ID 20144046727
My Commission Expires Dec 9, 2018

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: [redacted]

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: [redacted]

3. Title: Owner

4. Briefly describe the role of this person or entity in the proposed registered organization:

Owner

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☐ Yes ☑ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☐ No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]			9. Fax NA		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Cornell University	Day Hall Ithaca, NewYork	2010	2015	BS	May 2015

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities: Executive assistant		
Reason For Departure:		
Name of Employer:		
Type of Business:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Street Address:		
City: Purchase	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities: Creative development executive		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☐ Yes ☐ No

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Redacted pursuant to N.Y. Public Officers Law, Art. 6

From:	Name and Address of Business:	
To.		
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From	Name and Address of Business	
To		
Business Type:	Office Held/Nature of Interest	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

20. The undersigned certifies, under penalty of perjury, that the information contained herein or attached hereto is accurate, true, and complete in all material respects.

Sig[redacted]	Date: 5/30/15
Notary Name: [redacted]	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) KINGA KATARZYNA KNAP Notary Public - State of New York NO. 01KN6281650 Qualified in Suffolk County My Commission Expires 05/13/2017	Date: 5/30/15

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Appendix A **must** be completed for all board members, officers, managers, owners, partners, principal stakeholders, directors, and members. For board members, officers, managers, owners, partners, directors, and members of the applicant that are not natural persons, Appendix A must be completed by each board member, officer, manager, owner, partner, director and member of that entity, going back to the level of ownership by a natural person. **An Organizational Chart documenting your organizational structure must be included with this application.**

1. Business Name: Silverpeak NY, LLC

This is the name that was entered in Section A of the Application for Registration as a Registered Organization.

2. Name: [redacted] | 3. Title: Manager

4. Briefly describe the role of this person or entity in the proposed registered organization:

Oversee all operations at Silverpeak High Mountain Farms, including grow operations harvest, trim operations, packing, shipping, office staff and general administration.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☑ Yes ☐ No

Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☑ No

If the answer to this question is yes, provide the name of the business, a statement defining the position of management or ownership held in such business, and any finding of violations of law or regulation by a governmental agency against the business or person or entity.

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

7. Has this person or entity been convicted of a felony or had any type of registration or license suspended or revoked in any administrative or judicial proceeding?
☐ Yes ☑ No

If the answer to either of these questions is "Yes," a statement explaining the circumstances of the felony, suspension or revocation must be provided below.

8. Phone: [redacted]	9. Fax: NA
10. Email: [redacted]	
11. Residence Address [redacted]	
12. City: [redacted]	13. State [redacted] 14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Colorado State University	Fort Collins, CO 80523	01/1985	05/1988	Horticulture/Floriculture BS in Agriculture	06/1988

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Colorado Medical	[redacted]	Colorado Dept. of Revenue 455 Sherman St., Suite 390 Denver, CO 80203	09/15/2013	11/15/2015
		303-205-8421 www.colorado.gov		

17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number: 720-328-0943	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:	Type of Business:	
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		

18. Offices Held or Ownership Interest in Other Businesses

List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.

Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☑ Yes ☐ No

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Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

Appendix A:
Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

19. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience, please include a statement below explaining how you are qualified to operate the proposed facility. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

20. [redacted] information contained herein or attached hereto is accurate,	
Sig[redacted]	Date: 6/1/15
Not[redacted] Sara Stiles	Notary Registration Number: 20134057542
Notary (Notary Must Affix Stamp or Seal) Sara Stiles	Date: 6/1/15

SARA STILES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20134057542
MY COMMISSION EXPIRES SEPTEMBER 13, 2017

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #86

Attachment F

LABOR-MANAGEMENT COOPERATION AGREEMENT

WHEREAS, SilverPeak NY LLC ("Employer") and 1199SEIU United Healthcare Workers East ("Union" or "1199SEIU") have held discussions concerning the establishment of a cooperative relationship that benefits the employees, the Employer and the community they serve;

WHEREAS, the parties desire to establish a relationship of mutual respect to assist the Employer in its licensing and regulatory activities; and ultimately to enhance the delivery its care by maintaining a cooperative spirit between labor and management;

WHEREAS, the parties have held discussions concerning the method by which unrepresented employees of the Employer shall decide whether to select the Union for purposes of collective bargaining;

WHEREAS, the parties wish to ensure that the proper rights of employees and management are honored and protected;

WHEREAS, the parties wish to avoid disruptions to the Employer's operations;

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the Employer and the Union agree to the following code of conduct and procedures for employees to make a decision about union representation.

A. **Code of Conduct – The Employer shall notify the Union upon commencing hiring, and when a representative complement of employees are hired the following shall apply.**

1. The Employer and the Union agree that the Employees shall be entitled to make a decision regarding union representation free from coercion and intimidation.

2. No employee will be threatened or suffer any adverse action because he or she chooses to support or oppose the Union.

3. Employer Speech: The Employer agrees on behalf of itself, its supervisors, attorneys and agents that it will remain neutral on the question of representation of its employees by 1199SEIU and shall not in any way communicate with employees in the unit covered by this Agreement concerning 1199SEIU, the Union's organizing efforts, the employees' choice whether to join a union, the card count or National Labor Relations Board ("NLRB") election, or any other matter related to the card count, election or its employees' terms and conditions of employment other than specifically set forth herein. The Employer further agrees that it will apprise all of its supervisors and agents about the existence and terms of this Agreement and instruct them that they are required to abide by its terms. Notwithstanding the foregoing, the Employer may inform employees as to the date, time and location of the card count or NLRB election.

4. Union campaign: Any campaigning by the Union shall be carried out in a manner that will not disrupt operations. The Union agrees that all Union campaigning shall be factual, without any personal attacks and without any disparagement of the motive or mission of the Employer or its agents.

5. No group or one-on-one meetings: The Employer will not hold individual or group meetings of employees a subject of which is union representation.

6. Use of Consultants, Other Third Parties and Employee Groups: The Employer and the Union shall not use consultants or other representatives or surrogates to engage in activities inconsistent with this Agreement. The Employer shall not sponsor or encourage any group of employees who advocate a vote against union representation.

B. **Union Access**

Upon execution of this Agreement, the Employer shall grant representatives of the Union reasonable access to Employees at the Employer's facilities through the following means:

1. The Union shall be allowed to post notices on mutually agreed, pre-selected bulletin boards.

2. **Upon request**. Union representatives shall be given access to the employees during non-working hours and to break area(s).

3. The Union shall not interfere with the operations of the Employer.

C. **Joint Statement**

At the Union's option. the Employer shall post a mutually agreed upon joint statement to employees, notifying employees that the Union seeks to represent them. that the parties have entered into this Agreement and apprising employees of their rights.

D. **Process for Union Recognition**

1. At the Union's option. the employees shall decide the question whether 1199SEIU shall be their collective bargaining representative. either by a majority showing in a card count or by majority vote in an election conducted by the National Labor Relations Board ("NLRB").

2. The Union shall serve the Employer with a Notice of its intent to Organize ("Notice of intent") in an appropriate unit. The Employer agrees that within 5 days of its receipt of the Union's Notice of Intent to Organize, it will provide the Union with a list of the names, job titles, shifts, home telephone numbers and home addresses and e-mail addresses of all employees in the unit identified in the Notice of Intent.

3. Card Count:

a. If 1199SEIU invokes a card count procedure for recognition, it shall set forth the request in writing and specify the unit for which it seeks representation. Any dispute concerning unit composition, or the eligibility, including supervisory status, shall be referred to and resolved by the designated Arbitrator as set forth below in Section F.4. The Arbitrator's rulings shall be final and binding. The Employer shall immediately produce a corrected eligibility list in conformance with the Arbitrator's rulings.

b. A card count shall be conducted by the Arbitrator on a date to be determined by the Union but in no event later than fifteen (15) days from the date the Union requests such count. At the card count, the Union shall furnish to the Arbitrator the standard authorization cards, executed by eligible employees, and the Employer shall furnish to the Arbitrator W-4 forms containing the signatures of employees on the eligibility list described above in Section E.3.a. The Arbitrator shall check the cards against the eligibility list and the signer's signature on the W-4 form. If the Arbitrator certifies that the Union has been selected by a majority of eligible employees, the Employer agrees to immediately recognize the Union as the exclusive bargaining representative.

4. NLRB Notice of Voluntary Recognition following card count recognition:

NLRB Petition

a. The Employer agrees that if any other person or entity petitions the NLRB for any election in a unit in which the Employer has granted recognition to the Union, the Employer will join in any request by the Union that the NLRB dismiss the petition on the grounds of recognition bar or, if the Employer and the Union have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar. If the petition is not dismissed, the Employer shall agree, at the request of the Union, to a Full Consent Election Agreement under Section 102.62(c) of the NLRB's Rules and Regulations and consent to the same unit description and voter eligibility determination as in the card count.

b. At all times, including during the posting period and pre-election period, the Employer shall abide by Code of Conduct and Access provisions of the Agreement.

c. In cases where the Arbitrator finds that either the Union or the Employer has violated the rules of conduct set forth herein to the extent that the violation affected the outcome of the election, the Arbitrator retains his/her authority to issue an award that remedies the violation(s) and the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election by the NLRB, provided that the objecting party has filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, the objecting party shall withdraw its objections filed with the NLRB.

d. The parties agree that they will accept the certification of the results of the election by the Regional Director of the NLRB and shall not challenge the result of the election either before the NLRB or in any Court.

E. **Enforcement and Arbitration**

1. The parties shall mutually designate an arbitrator to oversee the implementation of this Agreement. If they fail to agree upon an arbitrator than the American Arbitration Association process shall be used for arbitrator designation. Any disputes concerning compliance with this Agreement shall be referred to the Arbitrator.

2. The parties agree that upon the signing of this Agreement, they shall each designate a special representative for the purpose of enforcement of this Agreement. Any breach of the Agreement shall first be addressed by these special representatives within five (5) days after the breach occurred. If the special representatives are unable to resolve the dispute, the issue shall be submitted to the Arbitrator.

3. With the exception of unit composition and eligibility issues, described below in paragraph E.4, all disputes shall be heard within twenty-four (24) hours of a party's submission of the dispute to the Arbitrator. Any hearings may be conducted telephonically. The parties agree to be bound by the decisions of the Arbitrator who shall have the authority and broad discretion to award an appropriate remedy. All decisions of the Arbitrator under this Agreement shall be deemed final and binding by the parties to the Agreement, and shall be enforceable in any court of competent jurisdiction.

4. At the time the Employer provides the list of employees described above in Section D. 2, it shall provide the Union with its position regarding the inclusion and exclusion of specific job classifications in the unit identified in the Notice of Intent. The special representatives shall immediately try to resolve any and all disagreements with respect to the inclusion or exclusion of any job classification in the unit or voter eligibility. If the parties are unable to resolve unit composition or voter eligibility issues between themselves within 7 days after the Employer

provides the Union with its position, the dispute shall be presented to the Arbitrator in person or by telephone, within 5 days. The Arbitrator shall decide the issue no later than 3 business days from the date the dispute was presented to the Arbitrator. The Arbitrator shall decide all unit and voter eligibility issues in accordance with the rules and practices of the NLRB.

5. Neither party shall resort to the NLRB, court or other forum for review of the issues covered by the Arbitrator's award. The fees and expenses for the conduct of the card count or any other proceedings before the Arbitrator shall be shared equally and paid for jointly by the parties (exclusive of each party's attorneys' fees).

6. The Employer will not file any charges with the NLRB or any other administrative agency nor will it commence any other action in law or equity in connection with any alleged violation of this Agreement. Arbitration shall be the exclusive remedy for enforcement of this Agreement.

7. The Employer shall not withdraw recognition from the Union unless the Union is decertified by the NLRB following an NLRB election.

F. **Other Unions**

Any union that agrees to abide by all the terms contained in this Agreement shall be afforded an opportunity to sign a separate Agreement containing the same terms and, thereby, be eligible to the rights and procedures set forth herein.

G. Upon recognition, the parties shall engage in good faith collective bargaining for an agreement which reflects prevailing industry terms. In return for such agreement, and interest arbitrations in the event of any dispute an initial terms and conditions, 1199 waives its right to strike.

H. **Duration**

This Agreement shall be effective for a period of twelve (12) months, unless modified by the parties.

SILVERPEAK NY LLC

By: Cooper Mason Ventures NY LLC, Member

By: Jordan I Levy

Title: Manager

Date: 5/28/15

SILVERPEAK NY LLC

By: North Shore LIJ Green Ventures, LLC, Member

By: _____

Title: _____

Date: _____

1199SEIU UNITED HEALTHCARE WORKERS EAST

By: George Gresham by SB

Title: President

Date: 5/29/15

G. Upon recognition, the parties shall engage in good faith collective bargaining for an agreement which reflects prevailing industry terms. In return for such agreement, and interest arbitrations in the event of any dispute an initial terms and conditions, 1199 waives its right to strike.

H. **Duration**

This Agreement shall be effective for a period of twelve (12) months, unless modified by the parties.

SILVERPEAK NY LLC

By: Cooper Mason Ventures NY LLC, Member

By: Jordan I Gans

Title: Manager

Date: 5/28/15

SILVERPEAK NY LLC

By: North Shore LIJ Green Ventures, LLC, Member

By:

Title: Manager

Date: 5/29/2015

1199SEIU UNITED HEALTHCARE WORKERS EAST

By:

Title:

Date:

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #87

Attachment G

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC
Section I – Line Item #87

ATTACHMENT G

1) Financial Statement of Business Transactions

2) Letters of Engagement/Contracts/Invoices

    a) Amster, Rothstein & Ebenstein, LLP
    b) Building Seed
    c) Catherine Rohrstaff
    d) Garfunkel Wild, P.C.
    e) Genscraft Cramer, LLP
    f) Paul Hill Architects
    g) LoPro Consulting, LLC
    h) SFE Management
    i) Shapiro Ventures, LLC / Broadscale
    j) Walter Markowitz

Line Item #87

Attachment G

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 and/or arranging for the assistance in preparing the application, pursuant to 10 NYCRR § 1004.5(b)(10) and labeled this as "Attachment G"

Type	Vendor Name	Cos
Legal	Amster, Rothstein & Ebenstein, LLP	$ Redacted pursuant to N.Y. Public Officers Law, Art. 6
Architecture	Building Seed	
Administrative	Catherine Rohrstaff	
Consulting	SFE Management	
Legal	Garfunkel Wild, P. C.	
Legal	Genscraft Cramer	
Architect Consult	Paul Hill Architects	
Consulting	LoPro Consulting, LLC	$
Consulting	Shapiro Ventures, LLC	$
Consulting	Walter Markowitz	

AMSTER ROTHSTEIN & EBENSTEIN LLP
Intellectual Property Law

90 Park Avenue
New York NY 10016
Main 212 336 8000
Fax 212 336 8001
Web www.arelaw.com

Partners
Daniel Ebenstein
Philip H. Gottfried
Neil M. Zipkin
Anthony F. Lo Cicero
Kenneth P. George
Ira E. Silfin
Chester Rothstein
Craig J. Arnold
Charles R. Macedo
Brian A. Comack
Max Vern

Founding Partners
Morton Amster, *of Counsel*
Jesse Rothstein *(1934-2003)*
Senior Counsel
Marion P. Metelski
Alan D. Miller, Ph.D.
Marc J. Jason
Richard S. Mandaro
Holly Pekowsky
Matthieu Hausig
Benjamin M. Halpern*
Jung S. Hahm

Of Counsel
Anne Hassett
Associates
Patrick Boland*
Benjamin Charkow
Mark Berkowitz
Samuel Lo
Suzue Fujimori
Jessica Capasso
Brian Amos, Ph.D.
William M. Frank
Hajime Sakai, Ph.D.

Richard P. Zemsky
Brendan O'Dea
David P. Goldberg
Reena Jain
Adil Ahsanuddin
Sandra Hudak
Tzvi Hirshaut

* Not admitted in New York

June 3, 2015

Kenneth P. George
Direct 212 336 8090
E-mail kgeorge@arelaw.com

Via E-mail

Patricia M. Dineen, Esq.
North Shore-Long Island Jewish Health System
600 Community Drive
Manhasset, NY 11030

Re: North Shore-LIJ Green Ventures, LLC
Engagement Letter
Our File: 64337/1

Dear Pat:

We are pleased to welcome North Shore-LIJ Green Ventures, LLC ("Ventures") as a client of Amster, Rothstein & Ebenstein LLP. This letter sets forth our law firm's policy concerning its representation of clients and the basis upon which our firm will provide legal services to Ventures.

I. Professional Undertaking

Our practice is limited to intellectual property and related matters. We will exercise our best efforts to service Ventures effectively with respect to advising Ventures regarding intellectual property matters, including trademark and patent-related services. We cannot guarantee the success of any undertakings made on behalf of Ventures, but will strive to represent its interests vigorously and efficiently. Ventures understands that there is always the possibility of an adverse result, and you acknowledge that Ventures has accepted that risk.

II. Fees

The principal factor in our billing is normally time spent by our attorneys and our schedule of hourly rates, and most bills for services are simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants (if any) who perform the work. Our current hourly rates for attorneys range from $[redacted] and for legal assistants the rate is [redacted] My hourly rate is currently [redacted] per hour and the hourly rate of Holly Pekowsky is [redacted] per hour.

Our rates may increase over time.

It may be necessary for us to also incur expenses for certain items in the nature of out-of-pocket costs. We will separately itemize these out-of-pocket costs on our bills as "disbursements."

In general, our bills will be prepared and mailed to you promptly following the monthly period in which services are rendered. Payment is due within thirty days after receipt of each bill. In the unlikely event that there is a fee dispute, Ventures may be entitled to have the dispute resolved through arbitration, pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

III. Termination

Ventures has the right to terminate our representation at any time. We have the same right, subject to providing Ventures with reasonable notice.

Please review the foregoing and, if you have any concerns about any of these provisions, please let us know. If it meets with your approval, this will serve as our engagement agreement.

If you have any questions, please feel free to contact us.

Very truly yours,

AMSTER, ROTHSTEIN & EBENSTEIN LLP

Kenneth George /HP

Kenneth P. George

KPG/HP:jns

Accepted and agreed to:

North Shore-LIJ Green Ventures, LLC

By:_____
Name:

_____
Title:

bldg seed architects

From

Bldg Seed Architects
417 Ma n Street, Su te B
Carbonda e, CO. 81623

Invo ce ID	**1165**
Issue Date	2015-05-29
Due Date	2015-05-29 (upon rece pt)
Subject	SP-NSLIJ App cat on Program : May 23-29 Serv ce Invo ce

Invo ce For

SP Management LLC
PO Box 4310
Aspen, CO. 18611

Type	Description	Quantity	Unit Price	Amount
Serv ce	[1519] SP-NSLIJ App cat on Program: Aaron Aday (2015-05-23 - 2015-05-29)	2.00	[redacted]	[redacted]
Serv ce	[1519] SP-NSLIJ App cat on Program: Br an Buzarde (2015-05-23 - 2015-05-29)	35.75	[redacted]	[redacted] *
Serv ce	[1519] SP-NSLIJ App cat on Program: Ramsey Fu ton (2015-05-23 - 2015-05-25) - o day weekend offered compensat on rate.	15.00	[redacted]	$[redacted]
Serv ce	[1519] SP-NSLIJ App cat on Program: Ramsey Fu ton (2015-05-26 - 2015-05-29)	26.00	[redacted]	[redacted]

Subtota [redacted]

Tax * (0.00%) [redacted]

Amount Due [redacted]

Notes

Ba ances 30 days past nvo ce date are subject to a 15% APR f nance charge.

DBA: Silverpeak
Employment Agreement
Catherine Rohrstaff

Position: NSLIJ Application and Deal Sheet Coordinator

Terms:

$50 per Hour – 1099 Basis
Timeframe – Asap till state application and JV are complete
Which is estimated to be Mid June
Effective Date: 4/30/2015

General Scope of Duties But Not Limited To:

- Corral, manage, support, seek, organize, and effectively communicate the open and closed task list needs that are upon Silverpeak as it relates to the application for a medical marijuana license in the state of New York and the related task list to establish a Joint Venture with the related Medical Group from New York.
- You will report to Bill Mellenthin and be expected to communicate regularly with other members of the Silverpeak and NSLIJ team as needed.

Additional Notes and Comments:

- The billing and provision of invoices to SP Management Services , LLC will be done on a weekly basis, indicate hours worked and provide short concise descriptions of work performed on a day by day basis.
- You will have to utilize your own computer and cell phone, yet will be given remote access to our company server and applicable files to work with.
- You have the opportunity to work at the "Kemo" office yet you are not bound to working at our central office; however, you may be expected to join a conference call remotely or on site at various times.
- Applicable Confidentiality and Non Disclose, and Non Compete Agreements to be executed.

Bill Mellenthin
Chief Financial Officer
4/30/2015

Catherine Rohrstaff
1099 Third Party
4/30/2015

GARFUNKEL WILD, P.C.
ATTORNEYS AT LAW

111 GREAT NECK ROAD • GREAT NECK, NEW YORK 11021
TEL (516) 393-2200 • FAX (516) 466-5964
www.garfunkelwild.com

JUDITH A. EISEN
Partner/Director
Email: jeisen@garfunkelwild.com
Direct Dial: (516) 393-2220

FILE NO.: 6703.1

April 17, 2015

Mr. Jordan Lewis
Mr. Ben Zaitz
Cooper Mason Ventures, LLC
434 East Cooper Avenue, Unit 205
Aspen, CO 81611

Re: Legal Engagement

Dear Messrs. Lewis and Zaitz:

As a follow-up to our meeting, I am providing you with our standard retainer agreement. To foster a better understanding, this retainer agreement ("Agreement") describes the scope of the legal services to be provided; explains how the Firm charges and bills its fees and expenses; and contains other information describing our attorney-client relationship and as requested by New York.

1. Scope of Legal Services; Identity of Client. We understand that you (the "Client" or "you") have agreed to retain Garfunkel Wild, P.C. ("Firm" or "we") to provide legal advice and related services.

Initially, you have asked us to provide you with legal advice concerning a potential arrangement with North Shore-Long Island Jewish Health System, Inc. regarding the creation and operation of a Registered Organization that controls the full spectrum of medical marijuana development and distribution from seed-to-sale in the State of New York (the "Matter"). The Matter may be expanded to include other services, as mutually agreed and memorialized in an amendment to this Agreement.

2. Responsible Attorneys. Michelle Lewis Salzman and I will have overall responsibility for this representation. Other partners and attorneys have expertise in particular areas and may be asked, as appropriate, to work with me based upon the nature of the work and the experience and expertise required.

3. Retainer. You have agreed to provide us with an initial retainer of $10,000 in immediately available funds contemporaneously with the execution of this Agreement. Our agreement to serve as counsel is expressly conditioned upon our receipt of the full retainer. During this

engagement, we will apply the retainer against current fees and expenses. To the extent our fees and expenses exceed the retainer, you will be billed and you agree to pay promptly. You may be required to supplement the initial retainer during this engagement if there is a change in circumstances, the scope of the engagement and/or prior to commencing litigation, as determined by us. In the event that our work is completed or this Agreement is terminated before the retainer is fully used, we will return the unused balance to the Client after application of all unpaid fees and expenses, including, if applicable, our time and expenses in transferring the Matter to another attorney chosen by you.

For your convenience, the retainer can be processed by credit card payment. A form is attached.

4. Fees. Generally, our fees are based on the time spent by attorneys and other staff who work on the Matter. Our hourly rates for attorneys are based on years of experience, specialization in training and practice, and level of professional attainment. These rates may be adjusted from time to time, generally on an annual basis. The Client will be responsible for paying our current rates.

The hourly billing rates of partners currently range from [redacted] to [redacted]. The hourly billing rates of our senior attorneys, associates and paralegals currently range from approximately [redacted] to [redacted].

5. Disbursements and Other Charges. In performing services for you, we may incur expenses, such as travel, lodging, meals, long distance or conference telephone calls, search and other fees, and courier services. In addition, we may incur ancillary services such as filing fees, photocopying, document preparation and messenger services. These disbursements and other charges represent out-of-pocket expenses and, in some cases, the Firm's approximate cost and/or comparable market pricing (collectively, "Expenses"). Expenses, such as consultants, expert witnesses, arbitration fees and transcripts incurred on behalf of the Client are payable directly by the Client to the third party vendor. If direct billing is not practical, such Expenses will be passed through at our cost, but remain a liability of the Client to such vendor. If requested by the Client, we will furnish detailed billing information for such Expenses.

6. Billings. Fees and Expenses will generally be billed monthly, or more frequently as we deem appropriate, and are payable upon presentation. We reserve the right to postpone or defer providing additional services or to discontinue our representation of you if our bills are not paid promptly. We reserve the right to charge interest at the rate of 12% per annum for balances that remain outstanding for more than thirty (30) days.

7. Conflict of Interest Waiver. The Firm represents many clients over a range of industries (in particular, the health care industry) and in a broad variety of matters. Our present or former clients may include debtors, creditors, or competitors of yours. A summary of our current practice areas and the industries in which we represent clients can be found on our website at www.garfunkelwild.com.

Conflicts of interest might arise that could deprive an existing or prospective client of the right to retain the Firm as its counsel. Consequently, as an integral part of this engagement, this Agreement confirms our mutual agreement that, during this engagement, the Firm may represent current or future

clients, whether with respect to counseling, transactional matters, regulatory matters, litigation/adversarial proceedings, or other matters, whether or not on a basis adverse to the Client or any of the Client's affiliates, so long as those matters are not substantially related to our particular work for you. For these purposes, "Client's affiliates" includes affiliated parties and entities of the Client or who may become affiliated during our representation of you. We ask that you identify Client's affiliates by using the attachment at the end of this letter. Of course, during our engagement, we ask you to identify any additions or deletions to Client's affiliates.

Such matters described above are collectively referred to as "Permitted Representations." The Client waives and consents to any current or potential conflicts of interest with respect to Permitted Representations. In furtherance of this waiver and consent, the Client agrees not to assert the Firm's representation of the Client, as a basis for disqualifying the Firm from representing a current or prospective client in any Permitted Representation, and the Client agrees that any Permitted Representation does not constitute a breach of our duty to the Client.

You and the Firm have reached the foregoing mutual agreement with knowledge that without your waiver and consent the Firm might be prohibited by applicable law and/or the Rules of Professional Conduct from representing other current or prospective clients in a Permitted Representation. Nevertheless, you expressly waive any claim of and consents to such conflict of interest on the part of the Firm arising from any such Permitted Representation.

New York law requires that any client consenting to a conflicts of interest waiver for Permitted Representations give informed consent. We wish to make sure that you have information adequate to make an informed decision and that we have sufficiently explained to you the material risks of the proposed course of conduct and reasonably available alternatives. By agreeing to the waiver, you agree that the Firm may represent other current and prospective clients that are or may be adverse to you and your financial interests. If you have additional questions to ask or wish to discuss the conflicts waiver with another attorney, we urge you to do so.

Our representation of you is premised on our Firm's adherence to its professional obligation not to disclose any of your confidential information or to use your confidential information for someone else's benefit. When appropriate and at your request, the Firm will internally screen the lawyers and work product involved in the engagement referred to in this letter from the lawyers and work product involved in any Permitted Representation.

8. The Firm's Privilege Concerning Ethics Consultations. In the course of representing you, we may from time to time consult with lawyers or others within or outside the Firm regarding issues of professional responsibility and professional ethics that arise in connection with the Firm's representation of you. We believe that the ability to undertake such consultations with the expectation of confidentiality benefits our clients by fostering the Firm's ability to frankly and candidly discuss concerns which implicate your interests. You acknowledge and agree that these conversations shall be confidential communications between the Firm and its internal and external advisors as to which the Firm shall be entitled to an attorney-client privilege, notwithstanding the potential for a conflict between the interests of the Firm and your interests as a client of the Firm.

9. Use of Information Obtained in Other Representations. As you know, the Firm represents many clients in many diverse matters, and it is possible that, in connection with its representation of other clients, the Firm may have obtained or may obtain in the future information with respect to the Client which the Firm may be prohibited from disclosing to the Client or using in connection with our representation of the Client because of obligations to another client. The Client acknowledges and agrees that the Firm is not under an obligation to disclose such information to the Client or to use such information in connection with our representation of the Client, and the Client further agrees that it will not assert that the Firm has an actual or potential conflict or has breached any duty or obligation to the Client by virtue of the Firm's possession of such information, our not revealing such information to the Client, and/or our not using such information in connection with our representation of the Client.

10. Future Actions. You are engaging the Firm to provide legal services in connection with the Matter. After completion of the Matter, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of the Matter to provide additional advice on issues arising from the Matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

For example, in connection with our representation, the Firm may perfect security interests or other liens or perform other work on a client's behalf which may require future action to remain valid. Financing statements filed under the Uniform Commercial Code must be continued generally every five years and may require amendment under certain circumstances such as a change of name. Given the length of time which may elapse between the rendering of our services in connection with the closing of any transaction and such future actions, the responsibility to take such future actions will be the Client's, and our Firm is not undertaking to provide notice to you of any requirement to take any future actions such as the filing of any continuation statements, amendments or similar items.

11. Disclosure of Federal Tax Advice. The Client may disclose to any person, without limitation, advice or materials we provide to the Client relating to the United States federal income tax treatment or structure of any transaction ("Federal Tax Advice"). No such Federal Tax Advice is proprietary or exclusive to the Firm. No person other than the Client is entitled to rely on the Federal Tax Advice, unless expressly authorized by the Firm in writing. The Client hereby agrees to inform any other party to whom the Client discloses Federal Tax Advice, that such party may not rely on the Federal Tax Advice. This paragraph is intended to avoid the application of a possible reporting requirement to the IRS under Treasury Regulation § 1.6011-4(b)(3); it is not intended to affect the privileged nature of communications between the Client and the Firm which might be waived by disclosures to third parties.

12. Compliance with Audit Requests, Subpoenas, Legal Process and Other Requests or Demands for Information. From time to time we may be required to respond to requests for information, documents, or testimony about the Client or our substantive work on behalf of the Client. Such requests may come from you or your auditors. They may also come from third parties through a subpoena or other legal process to which we are required to respond. We will bill you for our time and Expenses incurred in responding to such requests or demands in connection with any matters we

handle for you. In the event the Firm considers it necessary to engage counsel in connection with any such third party inquiries, those Expenses will be reimbursable under this Agreement. The Firm will consult with you before engaging other counsel.

13. Termination. The Client has the right to terminate our representation at any time upon written notice to the Firm. We have the same right on written notice to the Client, subject to applicable provisions of the Rules of Professional Conduct. One of the circumstances in which the Firm will terminate the representation is the Client's failure to timely pay our bills. If our representation of the Client is terminated, the Client agrees to take all steps necessary to free us of any obligation to perform further services, including the prompt execution of any documents necessary to withdraw from the representation. We will be entitled to be paid for our services rendered and disbursements paid or incurred on the Client's behalf to the date of termination, and, thereafter, to the extent required to permit the smooth transition of the Client's files. Unless previously terminated, the Firm's representation will terminate upon the sending of a final statement for services rendered in this Matter.

14. Arbitration. We are required to inform you that, under certain circumstances, the Client may have a right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator of the New York Courts if the fee dispute does not exceed $50,000. We will be provide a copy of those rules on request.

15. Records Relating to the Representation. At the conclusion of the Matter, we will return your papers to you upon request and receipt of payment for outstanding fees and Expenses. Files that are retained by the Firm will be retained in accordance with our records retention policy, usually for a maximum period of ten years. The Firm reserves the right to destroy or otherwise dispose of records that you have not timely requested, in accordance with this policy.

16. Survival of the Agreement. The provisions of this Agreement will continue in effect, as appropriate, even after the termination of our relationship. In addition, the provisions of this Agreement will apply to future engagements of the Firm by the Client, unless we mutually agree otherwise.

17. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of laws principles, concerning the Firm's professional responsibility and professional ethics and related issues that arise in connection with the Firm's representation of the Client.

Please contact Michelle Lewis Salzman at (516) 393-2504 if you have any questions. To the extent you have asked us to commence work on the Matter prior to your execution of this Agreement, subject to a conflicts review, we assume that you agree to its terms and conditions unless we promptly hear from you to the contrary.

GARFUNKEL WILD, P.C.

If this Agreement is acceptable, please acknowledge your agreement by executing this letter and returning it to me in the enclosed envelope with the retainer. Please keep a copy for your files.

Very truly yours,

Judith A. Eisen

Michelle Lewis Salzman

Enclosure

Consented to and Approved:

By: 6 3 15

_____

By:_____

Client's Affiliates

Please identify Client's Affiliates of whom you wish to make us aware in connection with the Matter, including its officers, board members, and shareholders/members. If none is listed, we will assume there are none, but you may supplement the list at any time by providing us notice in writing or by email.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

GARFUNKEL WILD, P.C.
ATTORNEYS AT LAW
111 GREAT NECK ROAD
GREAT NECK, NY 11021
(516) 393-2200
FAX (516) 466-5964

REMITTANCE/
CREDIT CARD AUTHORIZATION

Method of payment:

☐ Check payable to ***Garfunkel Wild, P.C.*** enclosed.

☐ Payment authorization to use credit card.

Please accept this as my authorization to pay invoices relating to professional fees and/or disbursements using the following credit card(s) ***(note: if paying by credit card you can fax the information for immediate processing (516) 393-7702 or email: bfontanetta@garfunkelwild.com to the attention of Brenda Fontanetta):***

Client Matter No: _____

Invoice No. (s) *: _____

Amount: _____

MasterCard/Visa No: _____

American Express No: _____

Exp. Date/Sec Code: _____ Sec. Code: _____

Signature: _____

Name Printed On Card: _____

Address On Card: _____

_____

Zip Code: _____

Date: _____

Oldest invoices are paid first, unless indicated otherwise.

For Accounting Use Only:

Authorization #: _____

Your Initials: _____

genshaft cramer LLP
ASPEN | PALM BEACH

420 East Main Street, Suite 200
Aspen, CO 81611

Tel: (970) 925-9450
Fax: (888) 266-0103

www.genshaftcramer.com

May 18, 2015

VIA EMAIL

Cooper Mason Ventures NY LLC
P.O. Box 4310
Aspen, CO 81612
Attention: Mr. Jordan A. Lewis, Manager

Re: Letter Agreement re Engagement and Billing Procedure

Dear Mr. Lewis:

Thank you for selecting our firm to represent you. We strongly value forthright and candid communication with our clients and therefore, provide this letter detailing the terms of our representation.

Scope of Representation. Initially, we will assist you in with the organization of your company and with a joint venture for the manufacture and sale of medical marijuana in the State of New York. In the future, we will assist you in connection with such other corporate, tax, real estate and other transactional matters as you request and we specifically agree to handle from time to time.

Fees. Our fee will be on a time basis applying our hourly rates at the time of performance. Such rates currently range from $[redacted] per hour through $[redacted] per hour depending on the particular attorney or legal assistant handling your work. My current hourly rate for your matter is [redacted] per hour and that of my partner, Benjamin S. Genshaft, Esq., is [redacted] per hour. Our rates are subject to periodic adjustment and generally change on January 1st of each year. We will notify you of any such change in the first billing statement that includes the charges for any adjusted rates.

Retainer. We may require a refundable retainer before our firm can begin work on any particular matter. The amount of the retainer will vary depending upon the matter. A retainer simply secures payment of your final invoice. The funds do not constitute a present payment but instead remain your property which you post into a segregated trust account as cash collateral to cover payment once those services are actually rendered. Any residual retainer sum held in the firm's trust account will be returned to you upon conclusion of our representation of you.

Any retainer you pay us is maintained on your behalf in the firm's client trust account held with the Colorado Lawyer's Trust Account Foundation (COLTAF) until your final bill. You remain responsible for the timely full payment of your monthly invoices. Unless otherwise agreed in writing, the firm will not use the retainer to pay down your monthly balance unless you fail to timely or fully pay an invoice under the terms set forth herein, in which case you will be required to replenish the retainer balance to the pre-established level before the firm can perform further work on your matter.

A $0.00 retainer is initially required in your matter. Please make the check payable to Genshaft Cramer LLP Client COLTAF Trust Account.

Costs and Expenses. In some cases, we may incur certain costs and expenses on your behalf with third parties and such expenses are chargeable to you at our cost. These may include filing fees, inspection and due diligence fees, search fees, permits and application fees, travel expenses, courier services, overnight express mail, copying costs, computerized legal research services, costs associated with e-filing and other costs that are incurred for the benefit of the matter. You hereby agree to pay upon presentment any invoice from a third party vendor. Notwithstanding the foregoing, we shall have no obligation to incur any third party expenses on your behalf.

Travel. Travel time is billed at the regular hourly rate and you agree to pay all travel expenses incurred by us on your behalf.

Monthly Bills - Time and Costs. You will receive monthly or periodic invoices from us, which shall include charges for legal services and reimbursement for any costs and expenses advanced by the firm. We generally do not bill separately for long distance telephone calls except where representation of clients in international matters is required. We similarly do not bill clients for ordinary photo copies, scanning, facsimiles or postage costs unless the volume is significant. All bills and invoices are due and payable upon receipt. A financing charge of one and one half percent (1.5%) per month will be added to all account balances that are unpaid 30 days after the date of delivery of the invoice or statement of account. For matters involving a purchase or sale or financing (or similar transaction), in addition to monthly invoices, invoices will be submitted prior to closing and payment in full is required at closing.

Contribution of Fees by Others. If you are part of a group or in any way plan to share or divide fees, please understand that we look to each of you for full payment. Thus, while we recommend you have an understanding in writing with those with whom you share fees, we expect timely payment of our bill without waiting for members' pro rata share checks, and we recommend groups collect money for fees in advance from their members to avoid difficulties.

Guaranty of Corporate Fees. If you are requesting representation for a corporation or other entity substantially owned or controlled by you, please be advised that we agree to perform

services only on the condition that you personally guaranty payment of its fees, and that guaranty is part of this agreement.

Collections. If it becomes necessary for the firm to refer your account to a collection agency and/or another attorney for collection, or if the firm is required to incur additional time on its own efforts to collect a delinquent account, you will be responsible for all such collection agencies and attorney fees, plus any additional court costs or other expenses incurred by the firm as a result of such collection efforts. You shall also be responsible for all accrued service charges, interest, and for fees and collection time at our standard hourly rate as set forth herein.

Withdrawal. You expressly authorize us to cease all work in your matter if we are not paid in a timely fashion (including any additional retainer). Upon notice that we have ceased work on your matter, we may require before resuming any work that you deposit a security retainer bringing all fees and costs current. Otherwise, you expressly authorize the firm to withdraw from representation of you, with the understanding the firm's withdrawal could prove disadvantageous to your legal position.

Dispute Resolution. In the event of a difference of opinion with regard to an invoice or other matter arising under this letter agreement or falling within the scope of our services and representation, we will strive to settle it in an amicable matter. By signing below, you agree to resolve any dispute first by mediation in the county of our local office. The parties shall equally share the mediator's fee. Mediation shall be completed prior to filing of any arbitration petition, unless not completed within 60 days of either party's written request to mediate a dispute. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Claims not resolved by mediation shall be decided by arbitration in Denver County, Colorado, (unless the parties agree in writing to a different location), before one arbitrator in accordance with the rules of the American Arbitration Association then in effect. In any such arbitration proceeding, the parties agree to provide all discovery deemed necessary by the arbitrator. Any arbitration proceeding brought under this Agreement shall be subject to all statutes of limitation in the same manner as if an action were filed in a court. The party substantially prevailing shall be awarded reasonable attorney's fees and costs. In no event will any arbitrator in any arbitration conducted pursuant to these procedures have the power to award punitive or exemplary damages of any kind or for any reason. The award rendered by the arbitrator will be final and binding, may be filed with any court of competent jurisdiction in the County in accordance with applicable law and judgment obtained thereon, and execution may issue.

Estimates and Representations. We have made no representation or guaranty of the ultimate fees in your matter. We often try to assist a client by providing some context to fees, based in part upon past experience, but any estimate of fees or expenses which we may give you

is merely rendered as a convenience, because fees and expenses are not predictable with any certainty and depend on many factors which cannot be controlled. No estimate, if provided, is meant as a representation or guaranty or flat fee, unless stated in writing, which we seldom if ever do. Further, we have made no representation of ultimate outcome or guaranty of success.

Email Communication. Please use and review the email account you have provided us on a regular basis. We routinely communicate with clients by email and most documents will be delivered to you as Adobe PDF attachments. Attorneys bill their time for sending and responding to email communications, however, so we encourage clients to be judicious in their use of email. We also caution clients to be extremely careful in the transmission of privileged attorney-client emails, as it is easy in haste to misdirect an email to an unintended third party recipient. Title I of the Federal Electronic Communications Privacy Act of 1986 is intended to extend privilege to such misdirected communications, though in practice it could be devastating if certain information is provided to any person other than your attorney.

Please let us know if you have any questions about this letter agreement. Otherwise we assume all such arrangements are agreeable to you, and your use of our services will evidence that agreement. Please return a countersigned copy of this letter, together with the specified retainer fee. We look forward to working with you.

With warm regards,

Genshaft Cramer LLP

Daryl B. Cramer, Esq.

CLIENT:

Cooper Mason Ventures NY LLC

By: Jordan A. Lewis
Jordan A. Lewis, Manager

Client Email Address for Billing:

_____

AGREEMENT
Made this eighteenth (18th) day of May in the year two-thousand-and-fifteen (2015)
Between
the
Architect and the Owner:

Project Name, Description and Location

The Project shall be known as Medical Marijuana Program Application.

The Project shall be divided between two property sites, termed Site One and Site Two.

Site One shall be a hypothetical unimproved contiguous property of sufficient area, indeterminately located within New York State outside the bounds of New York City, to be developed with new structures thereon accommodating a medical marijuana cultivation facility approximately [redacted] square feet in area, a medical marijuana manufacturing facility approximately [redacted] square feet in area, and concomitant site support services; and,

Site Two shall be a hypothetical tenant leasehold within a hypothetical extant building indeterminately located within New York County, Manhattan Island, NY, to be used for a medical marijuana dispensing facility approximately [redacted] square feet in area.

Project Scope
The Project Scope of this Agreement shall be limited to provision of professional services in connection with the Owner's intent to file application to become a registered organization to manufacture and dispense medical marijuana under the Compassionate Care Act of New York State, pursuant to Public Health Law (PHL) § 3365(9).

Basic Services
The Architect's Basic Services shall be limited to completion of Appendix B: Architectural Program and preparation of written and graphic documentation in support thereof, including the disciplines of (i) architecture, (ii) environmental planning, civil engineering and site development, (iii) mechanical, electrical, plumbing, and smoke detection/fire alarm systems, and (iv) security arrangements limited solely to design locations. Written and graphic documentation provided in support of Appendix B shall not be intended or used for construction purposes.

One Appendix B shall be prepared for each of Site One and Site Two.

Excluded from Basic Services are any services to be rendered in relation to (i) testing for hazardous materials or conditions, (ii) geotechnical testing, analysis or design (iii) equipment planning (iv) detailed design or engineering of security systems, (v) pharmaceutical manufacturing design or engineering, (vi) agricultural production design or engineering.

The Architect's Consultants consist of AKRF, environmental planning, civil engineering and site design; FKC Division of GEI, structural engineering; and BR+A, mechanical, electrical, plumbing, and smoke detection/fire alarm systems.

The Architect's Basic Services for this Agreement shall be performed within one phase consisting of:

A/E Phase	% of A/E Service	Description
Phase I	100%	Preparation of two (2) Appendix B forms and supporting documentation.

80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 T 212-206-7060 info@paulhillarchitects.com

Compensation

Basic Services

The Architect's total fee for performance of all of the Basic Services of this Agreement, including Consultant fees, shall be the fixed stipulated sum of [redacted]

The Architect shall be compensated for Basic Services in proportion to the extent of services performed.

The Architect's Consultant's fees are: AKRF, [redacted] FKC/GEI, [redacted] BR+A, [redacted]

Additional Services

In the event the Owner presents specific written request to the Architect for performance of Additional Services other than or beyond the Basic Services of this Agreement, the Architect will subsequently issue to the Owner written proposal for performance of Owner requested services and all services to be rendered in relation thereto shall be rendered only after written acceptance of the proposal by both the Architect and the Owner.

Reimbursable Expenses

The Owner shall reimburse the Architect at a rate equal to the actual cost of reimbursable expenses incurred by the Architect in relation to the Project. Reimbursable Expenses shall include, but are not necessarily limited to: governmental fees, reproduction of drawings and specifications, shipping, handling, postage, express mail, messenger transfer and overnight delivery of drawings, specifications, documents and other artifacts.

Other Conditions

The Architect's Basic Services shall be predicated on being expeditiously and timely furnished with certain essential files, documentation, information or data, as enumerated below:

1. Design documents, prepared by Owner's separately retained or partnered entities, in the form of Autocad .dwg format electronic drawing files, encompassing the entirety of the site and plan and volumetric structures necessary for cultivating, manufacturing, and dispensing medical marijuana, including support services for intake and output. The Architect shall be entitled to rely upon the program, arrangement and size of designs depicted as being adequate for the intended uses, excepting that the Architect will exercise judgment in altering said designs when presumed necessary for compliance with authorities of jurisdiction. The .dwg files furnished shall be unlocked and copyright free to the extent that the Architect may fully and unlimitedly use any and all of them for this Project, without attribution. All drawing files necessary for the performance of the Architect's Basic Services shall be electronically received by the Architect not later than noon, May 19, 2015, EDT.

2. Estimated numbers of on-site employees at Site One facilities and Site Two dispensary.
3. Estimated average number and types of daily deliveries to and from Site One, and to Site Two. Please specify the truck types used for deliveries.
4. Estimated volume of solid waste produced by Site One facilities (in tons/week), and whether the nature of such waste requires special disposal methods (e.g., whether any waste would be defined as medical waste, hazardous waste, controlled substances, etc..
5. Average and peak daily water demand, in gallons.

80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 T 212-206-7060 info@paulhillarchitects.com

6. Average and peak wastewater disposal, in gallons.
7. Average and peak daily energy demand, in millions of BTUs.
8. Description of Site One facilities discharge or any process emissions by vent or flue, including type of any contaminants that would be indirectly vented through general building ventilation systems.
9. Description of any odor control or other air quality systems associated with the Site One facilities.

All of items 2., through 9., shall be furnished not later than 5:00 pm, May 19, 2015, EDT.

The Architect shall be entitled to rely upon the completeness and accuracy of all information provided by the Owner and the Owner's agents, representatives, separately retained vendors, partners or others.

The Architect recognizes and acknowledges that time is of the essence and will endeavor to complete and electronically deliver to the Owner all Basic Services products not later than 8:00 am, June 1, 2015, providing timely and full receipt of items 1. through 9. above.

This Agreement supersedes any and all prior agreements, either written or oral, which may exist between the Owner and Architect in relation to the performance of services for the Project within the Project area.

Full Extent of Agreement

The entire text of American Institute of Architects Document B151-1997, *Abbreviated Form of Agreement Between Owner and Architect,* is hereby made an integral part of this Agreement, whether or not attached hereto, as if printed in full herein, except as is otherwise specifically stipulated above.

Agreed to this day:

ARCHITECT

Paul Jacob Hill Architecture & Design LLC
80 Eighth Avenue Suite 1006
New York, New York 10011

5/18/15

Signature *date*
Paul Hill, Sole Member

Printed Name *Title*

OWNER

North Shore Long Island Jewish Health System, Inc.
600 Community Drive
Manhasset, New York 11030

5/19/15

Signature *date*

Printed Name *Title*

The Architect reserves the right to withdraw the offering of this proposed Agreement after May 21, 2015 in the event that he has not by then received an Owner countersigned duly executed original of this Agreement.

80 EIGHTH AVENUE SUITE 1006 NEW YORK, NEW YORK 10011 T 212-206-7060 info@paulhillarchitects.com

ADDITIONAL SERVICES REQUEST 1

June 2, 2015

Betty Sarmiento,
Design Director,
NSLIJ Health System, Inc.
Physical Assets
600 Community Drive Suite 202
Manhasset, NY 11030

RE: Medical Marijuana Program Application

In accordance with the terms and conditions of the Agreement for the Project between the parties designated below, the Owner and Architect mutually agree to add to Architect's Services the Additional Services shown below.

ADDITIONAL SERVICES

Relative to professional services further to those provided under the Basic Services of the Agreement for the Project the Architect shall provide Additional Services to include:

(i) completion of Appendix B: Architectural Program and preparation of written and graphic documentation in support thereof, including the disciplines of (a) architecture, (b) environmental planning, civil engineering and site development, (c) mechanical, electrical, plumbing, and smoke detection/fire alarm systems, and (d) security arrangements limited solely to design locations, in five separate packages for four dispensary locations and one cultivation/manufacturing location at specific sites and extant buildings at 907 Northern Boulevard, Great Neck , NY, 3001 Expressway Drive, Suite 102, Islandia, NY, 121A West 20th Street, cellar floor, NY, NY, 1 Edgewater Plaza, 6th Floor, NY, NY, and 1001 South Oyster Bay Road, Bethpage, NY, including such areas appurtenant to subject areas, and adjacent spaces and other building circulation and MEP services throughout and at exterior of the referenced structures, including roofs, sites, and adjacent streets and districts;

(ii) research, analysis and documentation for consideration of other sites, including, but not necessarily limited to, 75 Aleta, Bayshore, NY, 411 East Main St., Mt. Kisco, NY, 614 Main St., Islip, NY, 15 Grumman Rd., Bethpage, NY, and in Rochester, NY, the sites of 360 Monroe Ave., 1580 Elmwood Ave., 150 Winton Rd.;

(iii) production of site selection criteria, facilitation of site searches;

(iv) facilitation and coordination of Owner's project team members, including but not necessarily limited to, NSLIJ Physical Assets, NSLIJ Ventures, Silverpeak, and Intelli-tec;

(v) site surveys;

(vi) preparation of new measured drawings or suitable backgrounds for graphic presentations;

(vii) investigations to discover public and private records on building sites supportive of Additional Services performance.

(viii) telephonic and electronic communications and consultation with Owner's team members;

(ix) services performed during non-business hours, including evenings, nights, weekends, and holidays.

OTHER CONDITIONS

Written and graphic documentation provided in support of Appendix B shall not be intended or used for construction purposes.

Excluded from Additional Services are any services rendered in relation to (i) testing for hazardous materials or conditions, air balancing (ii) LEED design or commissioning, (iii) radiological or other shielding design for medical devices or appliances. The Architect makes no warrant or guarantee, either express or implied, as to the adequacy or suitability of existing spatial, programmatic, structural, HVAC, electrical, communication, plumbing, medical gas, fire suppression smoke detection or fire alarm system provisions for the intended Project as proposed by the Owner.

The Architect's Additional Services of this ASR shall be performed within a single phase consisting of:

A/E Phase	% of A/E Service	Description
Phase I	100	All additional services of this ASR 1

BASIS OF COMPENSATION

The Architect's total fee for performance of all of the Additional Services of this ASR 1 Agreement shall be the fixed stipulated sum of [redacted]). The total fee for performance of all Basic Services and those Additional Services of this ASR 1 is [redacted]

The Architect shall be compensated for the Additional Services of this Agreement in proportion to the extent of services performed.

STATUS OF ADDITIONAL SERVICES REQUEST:

The Additional Services of this ASR 3 by Paul Jacob Hill Architecture & Design LLC have commenced at the direction of the Owner, and as of this writing are estimated to be 90% complete.

Paul Jacob Hill Architecture & Design LLC
80 Eighth Avenue Suite 1006
New York, New York 10011

6/02/15

Signature *date*
Paul Hill, Sole Member

Printed Name *Title*

NSLIJ Health System, Inc.
600 Community Drive
Manhasset, N.Y. 11030

6/3/15

Signature *date*

Printed Name *Title*

LoPro Consulting, LLC

LoPro Consulting, LLC
303 S. Broadway Ste 200 PMB 519
Denver, CO 80209

(720)556-7305
jason@loproconsulting.com
http://www.loproconsulting.com

Invoice

Date	Invoice #
05/22/2015	1087
Terms	Due Date
Net 30	06/21/2015

Bill To

Mike Woods
Silverpeak Apothecary

Amount Due	Enclosed
[redacted]	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• Deliverables for NY State application	1	[redacted]	[redacted]
		Total	[redacted]

Myst Svcs
Investment - NY
"Self Production Supp."
NY
1850
Wm 5-26-15
class NY

SFE Management LLC

1550 Larimer St. #854
Denver, CO 80202

Invoice

Date	Invoice #
5/12/2015	112

Bill To

Silver Peak Apothecary
Attn: Mike Woods
520 East Cooper Avenue,
Aspen CO 81611

P.O. No.	Terms	Project
None	Due on receipt	New York Medical Applicat...

Quantity	Description	Rate	Amount
1	Technical Consulting Services provided to Silver Peak Apothecary in support of its application for Medical Marijuana Licensing in the State of New York.	[redacted]	[redacted]
	Please Wire Funds to SFE Management, LLC. 1550 Larimer Street, Suite 854, Denver, CO 80202. Wells Fargo Account: 391 904 8870 Routing Number: 102 0000 76		

Thank you for your business.

Total [redacted]

BROADSCALE

Broadscale Group LLC
110 East 59th Street, 28th Floor
New York, NY 10022
212.507.9761

Andrew L Shapiro
Founder and Partner
ashapiro@broadscale.com

April 22, 2015

Mr. Jordan Lewis
Mr. Ben Zaitz
Silverpeak

Gentlemen,

This letter confirms our agreement that Silverpeak is engaging Shapiro Ventures LLC to assist with business strategy for its New York license application, create a full investor presentation and short summary, review the financial model, and assist with outreach to prospective investors.

The fee for this work will be [redacted] per week, which shall be pro-rated for any partial weeks. Expenses such as travel will be billed without markup and will be approved in advance by Silverpeak.

All deliverables will be work for hire belonging to Silverpeak.

The parties will separately execute a mutual non-disclosure agreement.

Either party may cancel this agreement upon one week's written notice.

Sincerely,

Andrew L. Shapiro
Managing Member
Shapiro Ventures LLC

Agreed to this 23 day of April, 2015, by:

Jordan Lewis

Benjamin Zaitz

David Zaitz

North Shore LIJ

North Shore-Long Island Jewish Health System

AGREEMENT FOR PERSONAL CONSULTING SERVICES

AGREEMENT FOR PERSONAL CONSULTING SERVICES, made and entered into as of the 22 day of May, 2015 by and between **North Shore-Long Island Jewish Health System (NSLIJ)**, (hereinafter referred to as "Customer") with an office at 145 Community Drive, Great Neck, New York, 11021 and **Walter Markowitz**, with an office at 22 Timbercrest Lane, So. Setauket, NY 11720, (hereinafter referred to as "Consultant").

WHEREAS, Consultant has considerable expertise and is in the business of providing consulting services in the areas of health policy, planning, programming, regulation and oversight activities; and

WHEREAS, Consultant desires to provide and Customer desires to have Consultant provide services to assist Customer in connection with its application to New York State Department of Health to become a Registered Organization for Medical Marijuana

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Customer and Consultant hereby agree as follows:

1. Scope of Services: Advice and analysis regarding strategic planning initiatives of Customer. Services may be requested and provided on an intermittent basis, as agreed to by Customer and Consultant. Consultant responsibility under this agreement includes, but is not necessarily limited to, the following:

- Attendance at meetings and conference calls with Customer staff.
- Review of information and documents provided by Customer, written and/or verbal as indicated.
- Ongoing communication regarding issues.
- Other matters as mutually agreed to between Consultant and Customer.

2. Independent Contractor. Consultant is an independent contractor and shall not be deemed for any purpose to be an employee of Customer. Customer shall not be responsible to Consultant for any payroll-related taxes related to the performance of the services

3. Fees and Expenses: In return for Consultant's performance of services under this agreement, Customer will pay Consultant [redacted] per hour plus travel costs including mileage at the IRS limitation at the time of service. In addition, Customer will provide lodging and related expenses to Consultant, at Customer expense, for overnight stays related to services performed under this agreement, if required, and approved in advance by Customer.

Payment will be due within 30 days of each invoice submitted by Consultant. Consultant will submit an invoice to Customer for services on a monthly basis during the term of this Agreement. All invoices submitted shall specify the time spent and the tasks performed during the period for which the invoice has been submitted. Customer will neither accept nor honor any term of Consultant imposing an interest charge or late fee with respect to any invoice submitted by Consultant.

All services rendered and or products delivered must be pursuant to a Customer issued purchase order and fully executed Agreement.

Consultant agrees that it will not begin rendering services or billing Customer until both a fully executed, mutually agreed upon contract, as well as a purchase order is issued by Customer to Consultant.

All invoices must reference the applicable Customer issued purchase order in order for payment to be honored and processed.

4. Records. Consultant shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Consultant's charges and expenses hereunder and Consultant shall retain such records for a period of two (2) years from the date of final payment.

5. Reporting: Regarding responsibilities under this agreement, Consultant will report to Peter Keshtar, Analyst, New Ventures. Mr. Keshtar may delegate responsibility to other NSLIJ staff as necessary, such changes provided to Consultant in a timely manner.

6. Term: Effective with services rendered beginning May 26, 2015, continuing in effect thereafter unless terminated by either party, with or without cause, upon 30 days prior written notice. Customer shall be responsible only for payment related to services provided up to the termination date.

7. Confidentiality. Consultant acknowledges that in performing the services it will acquire knowledge about the business and operations of Customer (including proprietary and confidential information and trade secrets essential to the Business of Customer). Confidential Information shall also include all work performed under this Agreement, and all work-product, materials, products, or services developed or prepared for Customer by Consultant. Consultant agrees to observe complete confidentiality with respect to the Confidential Information, not to disclose, or permit any third party or entity access to, the Confidential Information (or any portion thereof) and to insure that any employees who receive access to the Confidential Information, are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing or otherwise revealing the Confidential Information. Without limiting the foregoing, Consultant agrees to employ with regard to the Confidential Information procedures no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information.

8. Non-Disclosure. Consultant agrees that, except as directed by Customer, Consultant will not at any time during or after the term of this Agreement disclose any Confidential Information to any person, or permit any person to examine and/or make copies of any reports or any documents prepared by Consultant or that come into Consultant's possession or under Consultant's control by reason of Consultant's services, and that upon termination of this Agreement, Consultant will turn over to Customer all documents, papers and other matter in Consultant's possession or under Consultant's control that contain or relate to such Confidential Information.

9. Proprietary Rights. All work performed under this Agreement, and all materials, products, services developed or prepared for Customer by Consultant are the property of Customer and all title and interest therein shall vest in Customer and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in Customer or such works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Customer. All such materials shall belong exclusively to Customer, with Customer having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Consultant agrees to give Customer and any person designated by Customer, reasonable assistance, at Customer's expense, required to perfect the rights defined in this Paragraph. Unless otherwise requested by Customer, upon the completion of the services to be performed under this Agreement, Consultant shall immediately turn over to Customer all materials and services developed pursuant to this Agreement.

10. Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that Customer may assign this Agreement, or any of its rights or obligations hereunder, upon written notice to Consultant, to any of its subsidiaries or affiliated companies, without the consent of Consultant. Furthermore, no work to be performed by Consultant hereunder shall be subcontracted to or performed on behalf of Consultant by any third party, except upon written permission by Customer.

11. Compliance with Laws, Licenses and Regulations. Consultant shall comply with all applicable laws, codes, regulations, ordinances and rules with respect to the work to be performed and the equipment or materials to be furnished hereunder promulgated by any and all Federal, state, municipal or other legislative bodies, courts or agencies having jurisdiction over the business of Consultant.

12. Governmental Requirements. To the extent required by law the following provision applies: Customer and Consultant agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Consultant further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Consultant shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Consultant that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Consultant further agrees that if Consultant carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

13. Conflicts of Interest. Consultant represents that it has disclosed to Customer all relationships or financial interests that may represent or could be construed as a conflict of interest with respect to Consultant's transaction of business with Customer. Except as may be disclosed in writing by Consultant, Consultant further represents that no employee, director or officer of Customer or any member hospital of Customer is a partner, member or shareholder of, or, has a financial interest in Consultant. For purposes of this Section, the term "financial interest" shall include, but not be limited to, the following transactions or relationships between an employee, director or officer of Customer or any member hospital of Customer and Consultant: (a) consulting fees, honoraria, gifts or other emoluments, or "in kind" compensation; (b) equity interests, including stock options, of any amount in a publicly or non-publicly-traded company (or entitlement to the same); (c) royalty income (or other income) or the right to receive future royalties (or other income); (d) any non-royalty payments or entitlements to payments; or (e) service as an officer, director, or in any other role, whether or not remuneration is received for such service. A breach of any representation under this Section shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written above.

North Shore-Long Island Jewish Health System, Inc.

By: _____

Name: Thomas Thornton

Title: SVP, North Shore Ventures

Walter Markowitz

By: _____

Name: Walter Markowitz

Title: Consultant

ATTACHMENT H – SECURITY PLAN

Response to Item 89, Medical Marijuana Program

Application for Registration as a Registered Organization.

Attachment "H": a 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

NOTES:

1. SECURITY AND CONTROL POLICIES AND PROCEDURES- are set forth in Attachment "D" Section 5; not site specific

EXECUTIVE SUMMARY 3
OVERVIEW 3
PHYSICAL SECURITY 3
EXTERNAL SECURITY 4
INTERNAL SECURITY 4
GROWING / PROCESSING FACILITY 4
COMPLIANCE CONTROLS 5
EMERGENCY PREPAREDNESS 5
ASSUMPTIONS AND OBSERVATIONS 5
EMPLOYEE MISCONDUCT 5
HIPAA 5
POLICIES AND PROCEDURES 6
SEED-TO-SALE SOFTWARE 6
CULTIVATION 6
HARVEST 6
DRYING / CURING 7
TRANSPORTATION 7
EXTRACTION 7
MANUFACTURING 8
DISPENSING 8
SECURITY PERSONNEL 8
DISPENSARY OPERATIONS 9
VISITOR AND ACCESS CONTROLS 9
PHYSICAL AND ELECTRONIC SECURITY 10
STORAGE PROTOCOLS 12
TRANSPORTATION 13
QUALITY ASSURANCE 14
RECORDKEEPING 15

EXECUTIVE SUMMARY

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Redacted pursuant to N.Y. Public Officers Law, Art. 6

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Redacted pursuant to N.Y. Public Officers Law, Art. 6

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #90

Table of Contents:

Certified GAAP Financial Statements

BDO Statement of Support

NSLIJ Statement of Support

NSLIJ Health System Audited Financial Statements

Financial Statements
June 4, 2015

Silverpeak NY LLC

Silverpeak NY LLC
Table of Contents
June 4, 2015

Independent Accountant's Report 1

Financial Statements

- Balance Sheet 2
- Statement of Operations and Members' Equity 3
- Statement of Cash Flows 4
- Notes to Financial Statements 5

EideBailly

CPAs & BUSINESS ADVISORS

Independent Accountant's Report

To the Members
Silverpeak NY LLC
Aspen, Colorado

We have reviewed the accompanying balance sheet of Silverpeak NY LLC (the "Company") as of June 4, 2015, and the related statements of operations and members' equity and cash flows for the period May 26, 2015 (inception) to June 4, 2015. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the consolidated financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Eide Bailly LLP

Greenwood Village, Colorado
June 4, 2015

www.eidebailly.com

5299 DTC Blvd., Ste. 1000 | Greenwood Village, CO 80111-3329 | TF 877.882.9856 | T 303.770.5700 | F 303.770.7581 | EOE

Silverpeak NY LLC
Balance Sheet
June 4, 2015

Assets	
Current Assets	
Cash	$ 210,250
Total current assets	210,250
	$ 210,250
Liabilities and Members' Equity	
Current Liabilities	$ -
Total liabilities	-
Commitments and Contingencies	
Members' Equity	210,250
	$ 210,250

Silverpeak NY LLC
Statement of Operations and Members' Equity
For the Period May 26, 2015 (inception) through June 4, 2015

Revenue	$ -
Operating Expenses	-
Net Income	-
Members' Equity, Beginning of Period	-
Distributions	-
Contributions	210,250
Members' Equity, End of Period	$ 210,250

Net income	$ -
Financing Activities	
Contributions	210,250
Net Change in Cash	210,250
Cash, Beginning of Period	-
Cash, End of Period	$ 210,250

Note 1 - Principal Business Activity and Significant Accounting Policies

Principal Business Activity

Silverpeak NY LLC (the "Company") was formed on May 26, 2015 in the state of New York as a limited liability company for the purpose of becoming a registered organization with the New York State Department of Health to manufacture and dispense medical marijuana under the Compassionate Care Act.

Concentrations of Credit Risk

The Company maintains its cash accounts in various deposit accounts, the balances of which are periodically in excess of federally insured limits.

Cash

Cash consists of highly liquid investments with an original maturity of three months or less.

Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision for income taxes has been included in the financial statements.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of June 4, 2015, the unrecognized tax benefit accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense if incurred. All years are subject to Federal and State tax examinations by tax authorities.

Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Company has evaluated subsequent events through June 4, 2015, the date which the financial statements were available to be issued.

Note 2 - Member's Equity

The Company has two classes of member units, Class A and Class B units. Each unit has various rights as outlined in the Operating Agreement. As of June 4, 2015 the Company had two Class A members who contributed a total of $210,250, and no Class B members.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

North Shore-LIJ Financial Standing and Support

Attached herein are North Shore-LIJ's 2014 financial statements, audited by Ernst & Young.

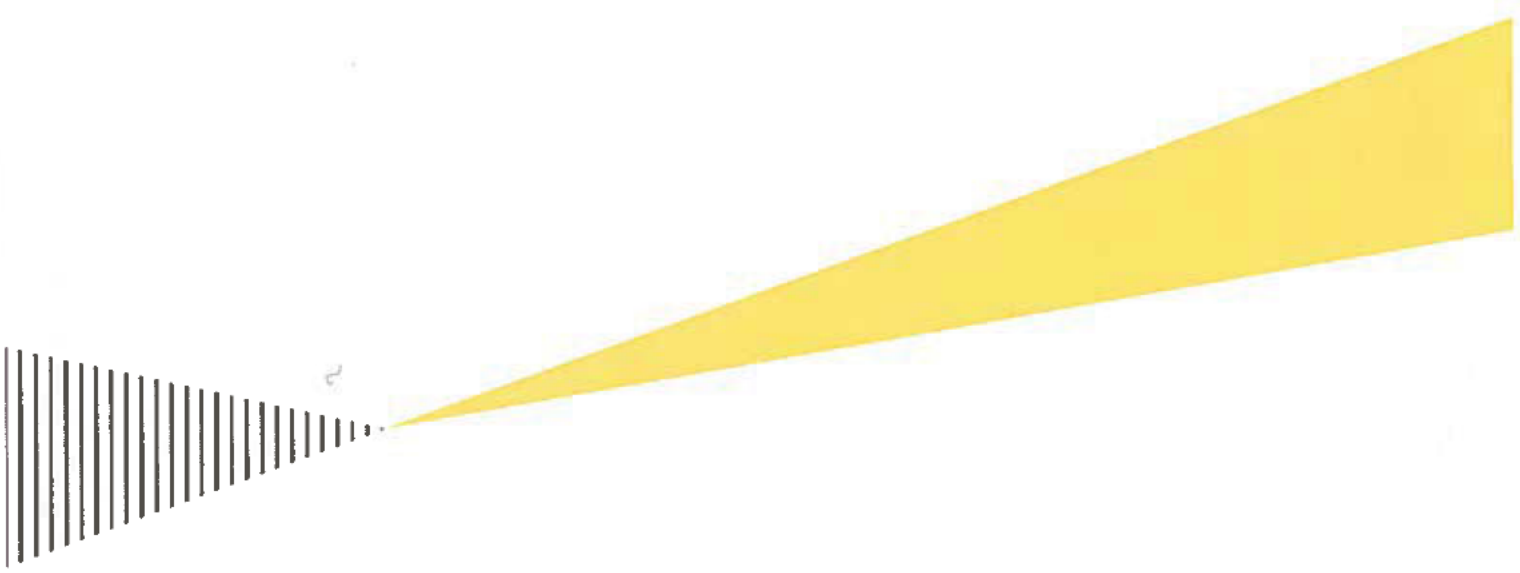
As a 50% partner in the applying entity, Silverpeak NY LLC ("SPNY"), North Shore-LIJ brings considerable financial resources and stability to SPNY's operating capacity and ability to execute Silverpeak NY LLC's plan to begin selling cannabis-based treatments by January, 2016.

Indeed, demonstrating North Shore-LIJ's size and financial stability, Moody's reaffirmed this month North Shore-LIJ's A3 rating on $500 million in new debt that will be issued through the Dormitory Authority of the State of New York. The agency also confirmed an A3 rating on $1.5 billion of the hospital system's outstanding debt, citing the health system's "significant size and strong and growing market share, [and] diversity of cash flows among its larger hospitals, and among ambulatory sites including physician offices and other locations."

Consolidated Financial Statements

North Shore-Long Island Jewish Health System, Inc.
Years Ended December 31, 2014 and 2013
With Report of Independent Auditors

Ernst & Young LLP



Building a better working world

North Shore-Long Island Jewish Health System, Inc.

Consolidated Financial Statements

Years Ended December 31, 2014 and 2013

Contents

Report of Independent Auditors....1

Consolidated Financial Statements

Consolidated Statements of Financial Position....3
Consolidated Statements of Operations....4
Consolidated Statements of Changes in Net Assets....5
Consolidated Statements of Cash Flows....6
Notes to Consolidated Financial Statements....7

Ernst & Young LLP
5 Times Square
New York, NY 10036-6530

Tel: +1 212 773 3000
Fax: +1 212 773 6350
ey.com

Building a better working world

Report of Independent Auditors

The Board of Trustees
North Shore-Long Island Jewish Health System, Inc.

We have audited the accompanying consolidated financial statements of North Shore-Long Island Jewish Health System, Inc. and its member corporations and other affiliated entities (collectively, the System), which comprise the consolidated statements of financial position as of December 31, 2014 and 2013, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

A member firm of Ernst & Young Global Limited

Building a better working world

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of North Shore-Long Island Jewish Health System, Inc. and its member corporations and other affiliated entities at December 31, 2014 and 2013, and the consolidated results of their operations, changes in their net assets and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

April 17, 2015

A member firm of Ernst & Young Global Limited

North Shore-Long Island Jewish Health System, Inc.

Consolidated Statements of Financial Position

(In Thousands)

	December 31	
	2014	2013
Assets		
Current assets:		
Cash and cash equivalents	$ 194,570	$ 210,601
Marketable securities and other investments	1,905,161	1,739,386
Accounts receivable for services to patients, net of allowance for doubtful accounts of $91,200 in 2014 and $90,500 in 2013	774,831	700,198
Accounts receivable for physician activities, net	74,058	68,443
Assets limited as to use, current portion	104,566	78,956
Pledges receivable, current portion	36,129	35,577
Insurance claims receivable, current portion	83,268	98,399
Other current assets	172,369	159,931
Total current assets	3,344,952	3,091,491
Assets limited as to use, net of current portion	1,365,666	1,159,721
Pledges receivable, net of current portion	101,423	112,821
Property, plant and equipment, net	3,762,104	3,550,093
Insurance claims receivable, net of current portion	289,953	334,073
Other assets	182,254	175,155
Total assets	$ 9,046,352	$ 8,423,354
Liabilities and net assets		
Current liabilities:		
Short-term borrowings	$ 110,218	$ 110,540
Accounts payable and accrued expenses	607,224	529,423
Accrued salaries and related benefits	595,405	568,164
Current portion of capital lease obligations	5,902	6,308
Current portion of long-term debt	55,357	52,954
Current portion of insurance claims liability	83,268	98,399
Current portion of malpractice and other insurance liabilities	81,344	74,252
Current portion of third-party payer structured liabilities	4,346	5,438
Current portion of estimated payable to third-party payers	247,935	210,437
Total current liabilities	1,790,999	1,655,915
Accrued retirement benefits, net of current portion	706,145	341,044
Capital lease obligations, net of current portion	197,825	76,814
Long-term debt, net of current portion	1,856,298	1,665,372
Insurance claims liability, net of current portion	289,953	334,073
Malpractice and other insurance liabilities, net of current portion	781,199	716,902
Third-party payer structured liabilities, net of current portion	13,266	18,288
Other long-term liabilities	577,276	626,020
Total liabilities	6,212,961	5,434,428
Commitments and contingencies		
Net assets:		
Unrestricted	2,340,552	2,508,405
Temporarily restricted	357,127	346,046
Permanently restricted	135,712	134,475
Total net assets	2,833,391	2,988,926
Total liabilities and net assets	$ 9,046,352	$ 8,423,354

See accompanying notes.

North Shore-Long Island Jewish Health System, Inc.

Consolidated Statements of Operations

(In Thousands)

	Year Ended December 31	
	2014	**2013**
Operating revenue:		
Net patient service revenue	**$ 6,078,845**	$ 5,853,492
Physician practice revenue	**961,772**	875,088
Provision for bad debts	**(103,871)**	(91,288)
Total patient revenue, net of provision for bad debts	**6,936,746**	6,637,292
Other operating revenue	**367,374**	323,306
Health insurance premium revenue	**85,808**	1,301
Net assets released from restrictions used for operations	**45,119**	39,932
Total operating revenue	**7,435,047**	7,001,831
Operating expenses:		
Salaries	**3,816,925**	3,568,991
Employee benefits	**947,744**	928,220
Supplies and expenses	**2,156,716**	2,029,125
Depreciation and amortization	**331,036**	307,345
Interest	**95,113**	84,193
Total operating expenses	**7,347,534**	6,917,874
Excess of operating revenue over operating expenses	**87,513**	83,957
Non-operating gains and losses:		
Investment income	**100,817**	100,320
Change in net unrealized gains and losses and change in value of equity method investments	**(24,354)**	105,971
Change in fair value of interest rate swap agreements designated as derivative instruments	**841**	965
Early retirement program costs	**–**	(33,179)
Other non-operating gains and losses	**25,967**	(6,344)
Total non-operating gains and losses	**103,271**	167,733
Excess of revenue and gains and losses over expenses	**190,784**	251,690
Net assets released from restrictions for capital asset acquisitions	**27,136**	46,068
Change in fair value of interest rate swap agreements designated as cash flow hedges	**1,310**	2,931
Pension and other postretirement liability adjustments	**(359,743)**	248,815
Other changes in net assets	**(27,340)**	(600)
(Decrease) increase in unrestricted net assets	**$ (167,853)**	$ 548,904

See accompanying notes.

North Shore-Long Island Jewish Health System, Inc.

Consolidated Statements of Changes in Net Assets
(In Thousands)

Years Ended December 31, 2014 and 2013

	Total	Unrestricted	Temporarily Restricted	Permanently Restricted
Net assets, January 1, 2013	$ 2,430,081	$ 1,959,501	$ 341,669	$ 128,911
Contributions and grants	92,827	–	87,263	5,564
Investment income	8,904	–	8,904	–
Change in net unrealized gains and losses and change in value of equity method investments	11,537	–	11,537	–
Excess of revenue and gains and losses over expenses	251,690	251,690	–	–
Net assets released from restrictions for:				
Capital asset acquisitions	–	46,068	(46,068)	–
Operations	(39,932)	–	(39,932)	–
Non-operating activities	(17,327)	–	(17,327)	–
Change in fair value of interest rate swap agreements designated as cash flow hedges	2,931	2,931	–	–
Pension and other postretirement liability adjustments	248,815	248,815	–	–
Other changes in net assets	(600)	(600)	–	–
Increase in net assets	558,845	548,904	4,377	5,564
Net assets, December 31, 2013	2,988,926	2,508,405	346,046	134,475
Contributions and grants	**96,230**	–	**94,993**	**1,237**
Investment income	**8,834**	–	**8,834**	–
Change in net unrealized gains and losses and change in value of equity method investments	**(2,314)**	–	**(2,314)**	–
Excess of revenue and gains and losses over expenses	**190,784**	**190,784**	–	–
Net assets released from restrictions for:				
Capital asset acquisitions	–	**27,136**	**(27,136)**	–
Operations	**(45,119)**	–	**(45,119)**	–
Non-operating activities	**(18,177)**	–	**(18,177)**	–
Change in fair value of interest rate swap agreements designated as cash flow hedges	**1,310**	**1,310**	–	–
Pension and other postretirement liability adjustments	**(359,743)**	**(359,743)**	–	–
Other changes in net assets	**(27,340)**	**(27,340)**	–	–
(Decrease) increase in net assets	**(155,535)**	**(167,853)**	**11,081**	**1,237**
Net assets, December 31, 2014	**$ 2,833,391**	**$ 2,340,552**	**$ 357,127**	**$ 135,712**

See accompanying notes.

North Shore-Long Island Jewish Health System, Inc.

Consolidated Statements of Cash Flows
(In Thousands)

	Year Ended December 31 2014	2013
Cash flows from operating activities		
(Decrease) increase in net assets	$ (155,535)	$ 558,845
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Permanently restricted contributions	(1,237)	(5,564)
Depreciation and amortization	331,036	307,345
Net realized gains and losses, change in net unrealized gains and losses and change in value of equity method investments	(50,121)	(190,505)
Change in fair value of interest rate swap agreements	(2,151)	(3,896)
Changes in operating assets and liabilities:		
Accounts receivable for services to patients, net	(74,633)	(2,982)
Accounts receivable for physician activities, net	(5,615)	(8,292)
Pledges receivable	9,514	10,725
Current portion of estimated payable to third-party payers	37,498	72,237
Accrued retirement benefits, net of current portion	365,101	(319,312)
Malpractice and other insurance liabilities	71,389	78,404
Net change in all other operating assets and liabilities	46,230	101,111
Net cash provided by operating activities	571,476	598,116
Cash flows from investing activities		
Capital expenditures	(454,113)	(485,287)
Net cash invested in marketable securities and other investments and assets limited as to use	(308,080)	(339,559)
Payments for joint venture acquisitions, net	–	(34,220)
Net cash used in investing activities	(762,193)	(859,066)
Cash flows from financing activities		
Principal payments on long-term debt and capital lease obligations	(59,062)	(55,434)
Redemption of long-term debt	(10,005)	–
Payments on short-term borrowings	(52,103)	(36,650)
Principal payments on third-party payer structured liabilities	(6,114)	(5,663)
Proceeds from short-term borrowings	51,781	36,650
Proceeds from long-term debt	250,000	249,307
Payments for financing costs	(2,380)	(2,664)
Proceeds from permanently restricted contributions	2,569	2,747
Net cash provided by financing activities	174,686	188,293
Net decrease in cash and cash equivalents	(16,031)	(72,657)
Cash and cash equivalents, beginning of year	210,601	283,258
Cash and cash equivalents, end of year	$ 194,570	$ 210,601
Supplemental disclosure of cash flow information		
Cash paid during the year for interest (exclusive of amounts capitalized)	$ 89,453	$ 79,817
Supplemental disclosure of noncash investing and financing activities		
Assets acquired under capital lease obligations and long-term debt	$ 133,001	$ –

See accompanying notes.

North Shore-Long Island Jewish Health System, Inc.

Notes to Consolidated Financial Statements
(In Thousands)

December 31, 2014

1. Organization and Principles of Consolidation

North Shore-Long Island Jewish Health System, Inc. and its member corporations and other affiliated entities (collectively, the System) is an integrated health care delivery system in the New York metropolitan area. Various entities within the System are exempt from Federal income taxes under the provisions of Section 501(a) of the Internal Revenue Code (the Code) as organizations described in Section 501(c)(3), while other entities are not exempt from such income taxes. The exempt organizations also are exempt from New York State and local income taxes.

The accompanying consolidated financial statements include the accounts of the following principal operating organizations. All interorganization accounts and activities have been eliminated in consolidation.

Hospitals

- North Shore University Hospital (NSUH), including the accounts of Syosset Hospital
- Long Island Jewish Medical Center (LIJMC), including Long Island Jewish Hospital, Steven and Alexandra Cohen Children's Medical Center of New York and Zucker Hillside Hospital
- Staten Island University Hospital (Staten Island)
- Lenox Hill Hospital (Lenox)
- Southside Hospital (Southside)
- Forest Hills Hospital (Forest Hills)
- Franklin Hospital (Franklin), including the accounts of North Shore-LIJ Orzac Center for Rehabilitation
- Glen Cove Hospital (Glen Cove)
- Huntington Hospital Association (Huntington)
- Plainview Hospital (Plainview)
- South Oaks Hospital (South Oaks)

Other Entities

- North Shore-Long Island Jewish Health System, Inc. and North Shore-Long Island Jewish Health Care, Inc. (HCI) – parent holding companies
- North Shore-LIJ Stern Family Center for Rehabilitation (Stern) – skilled nursing facility and rehabilitation center
- North Shore-Long Island Jewish Health System Laboratories – laboratory services
- The Feinstein Institute for Medical Research – medical research
- North Shore-Long Island Jewish Health System Foundation, Inc. – fundraising

1. Organization and Principles of Consolidation (continued)

Other Entities (continued)

- Broadlawn Manor Nursing and Rehabilitation Center (Broadlawn) – skilled nursing facility and rehabilitation center
- North Shore Health System Enterprises, Inc. and North Shore Health Enterprises, Inc. – holding companies for certain for-profit related entities
- RegionCare, Inc. – infusion therapy, diagnostic laboratory, nurse staffing and licensed home health agency services
- North Shore Community Services, Inc. – real estate holdings and related services
- North Shore University Hospital Housing, Inc., North Shore University Hospital at Glen Cove Housing, Inc. and Hillside Hospital Houses, Inc. – housing and auxiliary facilities for staff members, students and employees
- Regional Claims Recovery Service – billing and collection services
- Endoscopy Center of Long Island, LLC (ECLI) – outpatient endoscopy center
- North Shore Medical Accelerator, P.C. (NSMA) – outpatient radiation oncology center
- North Shore-LIJ and Yale New Haven Medical Air Transport, LLC – medical air transport company which commenced operations in 2014 and is 90% owned by the System
- Hospice Care Network, Inc. – hospice services
- North Shore-LIJ Health Plan Inc. (Health Plan) – tax-exempt health insurance entity authorized by the State of New York to operate a partial capitation Medicaid Managed Long-Term Care Plan
- North Shore-LIJ CareConnect Insurance Company Inc. (CareConnect) – for-profit health insurance entity licensed to issue commercial health insurance products in the State of New York
- Regional Insurance Company Ltd. (Regional Insurance) – captive insurance company providing excess professional liability insurance
- North Shore LIJ Physicians Insurance Company Risk Retention Group (RRG) – captive insurance company providing physician professional liability insurance
- Huntington Hospital Dolan Family Health Center – community health center
- Other affiliated professional corporations

Certain members of the System (the Obligated Group) are jointly and severally liable for obligations under bond indentures (see Note 7). The Obligated Group consists of HCI, NSUH, LIJMC, Staten Island, Lenox, Southside, Huntington, Glen Cove, Plainview, Forest Hills, Franklin and Stern.

1. Organization and Principles of Consolidation (continued)

Acquisitions

During 2013, the System purchased 70% controlling interests in NSMA and ECLI for $4,941 and $29,850, respectively. The purchase price of NSMA and ECLI was determined based on independent valuations. Results of the operations of NSMA and ECLI have been included in the consolidated financial statements since their respective acquisition dates. The non-controlling interest in these entities at December 31, 2014 and 2013 is immaterial to the consolidated financial statements.

On January 1, 2015, the System acquired Phelps Memorial Hospital Association (Phelps), a not-for-profit 238 bed acute care hospital located in Westchester County, New York. Also on January 1, 2015, the System acquired Northern Westchester Hospital Association (NWH), a not-for-profit 245 bed acute care hospital in Westchester County. The System will account for these business combinations by applying the acquisition method and will determine the inherent contribution received on January 1, 2015, based on the fair value of Phelps' and NWH's assets in excess of liabilities; such determination has not been finalized. On December 31, 2014, the System contributed $25,000 to NWH to be used for future capital expenditures, which is reported in the accompanying 2014 consolidated statement of operations within other changes in net assets. Phelps and NWH are not members of the Obligated Group. The operating revenue of Phelps and NWH for the year ended December 31, 2014 was approximately $230,000 and $250,000, respectively, however, the operating results of Phelps and NWH are not included in the consolidated financial statements of the System as of and for the year ended December 31, 2014.

2. Summary of Significant Accounting Policies

Consolidated Statements of Operations

The accompanying consolidated statements of operations include the excess of revenue and gains and losses over expenses as the performance indicator. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and operating expenses; peripheral or incidental transactions and unusual, nonrecurring items are reported as non-operating gains and losses.

Net assets released from restrictions for capital asset acquisitions, the change in fair value of interest rate swap agreements designated as cash flow hedges, pension and other postretirement liability adjustments and other changes in net assets are excluded from the System's performance indicator.

2. Summary of Significant Accounting Policies (continued)

Recent Accounting Standards

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. (ASU) 2014-09, *Revenue from Contracts with Customers*. The core principle of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 supersedes the FASB's current revenue recognition requirements and most industry-specific guidance. The provisions of ASU 2014-09 are effective for the System for annual reporting periods beginning after December 15, 2016. Early application is not permitted. The System has not completed the process of evaluating the impact of ASU 2014-09 on its consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, including accounts receivable for services to patients, and liabilities, including estimated payables to third-party payers, accrued retirement benefits and malpractice and other insurance liabilities, and disclosures of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

During 2014 and 2013, the System revised estimates made in prior years to reflect the passage of time and the availability of more recent information. Changes in estimates primarily relate to estimates made by management for third-party payer liabilities and malpractice and other insurance liabilities. For the year ended December 31, 2014, the change in estimates for third-party payer liabilities related to prior years was not significant, while the estimates for malpractice and other insurance liabilities related to prior years decreased by approximately $24,000. For the year ended December 31, 2013, the estimates for third-party payer liabilities and malpractice and other insurance liabilities related to prior years decreased by approximately $15,000 and $20,000, respectively.

Cash and Cash Equivalents

The System classifies all highly liquid financial instruments purchased with a maturity of three months or less, other than those held in the investment portfolio and assets limited as to use, as cash equivalents. The System maintains cash on deposit with major banks and invests in money market securities with financial institutions which exceed federally-insured limits. Management believes the credit risk related to these deposits is minimal.

2. Summary of Significant Accounting Policies (continued)

Accounts Receivable and Patient Revenue

Net patient service revenue and physician practice revenue (collectively, patient revenue) are reported at estimated net realizable amounts due from patients, third-party payers and others for services rendered and include estimated retroactive revenue adjustments due to ongoing and future audits, reviews and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are provided and are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews and investigations.

The System recognizes accounts receivable and patient revenue associated with services provided to patients who have third-party payer coverage on the basis of contractual rates, governmental rates or established charges for the services rendered. For uninsured patients who are ineligible for any government assistance program, the System provides services without charge or at amounts less than its established rates for patients who meet the criteria of its charity care policy. Because the System does not pursue collection of amounts determined to qualify as charity care, such services are not reported as patient revenue. For patients who were determined by the System to have the ability to pay but do not, the estimated uncollectible amounts are recorded as the provision for bad debts. In distinguishing charity care from the provision for bad debts, a number of factors are considered, certain of which require a high degree of judgment.

Patient revenue, net of contractual and charity care allowances, but before the provision for bad debts, from insured and self-pay patients was approximately $6,950,000 and $91,000, respectively, for the year ended December 31, 2014, and approximately $6,641,000 and $88,000, respectively, for the year ended December 31, 2013. Deductibles and copayments due from patients under third-party payment programs are included in the insured amount above.

The allowance for doubtful accounts represents the System's estimate of the uncollectible accounts receivable related to bad debts. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The allowance for doubtful accounts is based upon the System's assessment of historical and expected net collections, business and economic conditions, trends in health care coverage and other collection indicators.

2. Summary of Significant Accounting Policies (continued)

For receivables associated with services provided to patients who have third-party payer coverage, the System analyzes amounts due from third-parties and provides an allowance for doubtful accounts and a provision for bad debts, if necessary (for example, for third-party payers who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay balances, which includes amounts for patients without insurance, patients with deductible and copayment balances due after third-party coverage and balances for services not covered by insurance, the System records an allowance for doubtful accounts and a provision for bad debts in the period of service based on past experience. The allowances for both doubtful accounts and anticipated charity care for self-pay patients were approximately 87% and 84% of the gross self-pay accounts receivable balance as of December 31, 2014 and 2013, respectively.

The System's allowance for doubtful accounts relating to accounts receivable for services to patients and accounts receivable for physician activities totaled approximately $102,300 and $102,100 at December 31, 2014 and 2013, respectively.

The System has agreements with third-party payers that provide for payment for services rendered at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

Non-Medicare Reimbursement

In New York State, hospitals and all non-Medicare payers, except Medicaid, workers' compensation and no-fault insurance programs, negotiate hospitals' payment rates. If negotiated rates are not established, payers are billed at hospitals' established charges. Medicaid, workers' compensation and no-fault payers pay hospital rates promulgated by the New York State Department of Health (NYSDOH). Effective December 1, 2009, the New York State prospective payment methodology was updated such that payments to hospitals for Medicaid, workers' compensation and no-fault inpatient services are based on a statewide rate, with retroactive adjustments for certain rate components paid concurrently with the settlement of the final rate. Prior to December 1, 2009, the retroactive adjustments were paid in future years as a component of the hospital-specific rate. Outpatient services also are paid based on a statewide prospective system that was effective December 1, 2008. Medicaid rate methodologies are subject to approval at the Federal level by the Centers for Medicare and Medicaid Services (CMS), which may routinely request information about such methodologies prior to approval. Revenue related to specific rate components that have not been approved by CMS is not recognized until the System is reasonably assured that such amounts are realizable. Adjustments to the current and prior years' payment rates for those payers will continue to be made in future years.

2. Summary of Significant Accounting Policies (continued)

Medicare Reimbursement

Hospitals are paid for most Medicare inpatient and outpatient services under the national prospective payment system and other methodologies of the Medicare program for certain other services. Federal regulations provide for certain adjustments to current and prior years' payment rates, based on industry-wide and System-specific data.

The System has established estimates, based on information presently available, of amounts due to or from Medicare and non-Medicare payers for adjustments to current and prior years' payment rates, based on industry-wide and System-specific data. The current Medicaid, Medicare and other third-party payer programs are based upon extremely complex laws and regulations that are subject to interpretation. Noncompliance with such laws and regulations could result in fines, penalties and exclusion from such programs. The System is not aware of any allegations of noncompliance that could have a material adverse effect on the accompanying consolidated financial statements and believes that it is in compliance with all applicable laws and regulations. Medicare cost reports, which serve as the basis for final settlement with the Medicare program, have been audited by the Medicare fiscal intermediary and settled through years ranging from 2000 to 2012. Other years remain open for audit and settlement, as do certain issues related to the New York State Medicaid program for prior years. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount when open years are settled and additional information is obtained.

There are various proposals at the Federal and State levels that could, among other things, significantly reduce payment rates or modify payment methods. The ultimate outcome of these proposals and other market changes, including the potential effects of health care reform that have been enacted by the Federal and State governments, cannot presently be determined. Future changes in the Medicare and Medicaid programs and any reduction of funding could have an adverse impact on the System. Additionally, certain payers' payment rates for various years have been appealed by certain members of the System. If the appeals are successful, additional income applicable to those years might be realized.

2. Summary of Significant Accounting Policies (continued)

In 2014, CMS offered hospitals the opportunity to settle certain denied claims related to prior years that were in various stages of appeal under the Medicare recovery audit contractor and other claim review programs, for 68% of the original claim value. The System's hospitals entered into settlement agreements with CMS and as a result, received a cash settlement payment of approximately $48,200 in January 2015. The settlement amount was included in the consolidated statement of financial position at December 31, 2014 within accounts receivable for services to patients and in the consolidated statement of operations for the year ended December 31, 2014 within other non-operating gains and losses.

The System grants credit without collateral to its patients, most of whom are insured under various third-party agreements. Government payer programs account for a significant portion of net patient service revenue. For both the years ended December 31, 2014 and 2013, revenue from the Medicare and Medicaid programs, including Medicare and Medicaid managed care programs, accounted for approximately 50% of the System's net patient service revenue.

The significant concentrations of gross accounts receivable for services to patients from third-party payers and patients at December 31, 2014 and 2013 are as follows:

	December 31	
	2014	2013
Medicare and Medicare managed care	36%	35%
Medicaid and Medicaid managed care	19	19
Self-pay	8	8
Other third-party payers	37	38
	100%	100%

Charity Care

Together, charity care and the provision for bad debts represent uncompensated care. The estimated cost of total uncompensated care was approximately $181,900 and $183,000 for the years ended December 31, 2014 and 2013, respectively. The estimated cost of uncompensated care is based on the ratio of cost to charges, as determined by System-specific data.

The estimated cost of charity care provided was approximately $141,400 and $149,300 for the years ended December 31, 2014 and 2013, respectively. The estimated cost of charity care is based on the ratio of cost to charges, as determined by System-specific data.

2. Summary of Significant Accounting Policies (continued)

For the years ended December 31, 2014 and 2013, the provision for bad debts, primarily at charges, was $103,871 and $91,288, respectively. The provision for bad debts is multiplied by the ratio of cost to charges for purposes of inclusion in the total estimated cost of uncompensated care amount identified above.

The NYSDOH Hospital Indigent Care Pool (the Pool) was established to provide funds to hospitals for the provision of uncompensated care and is funded, in part, by a 1% assessment on hospital net inpatient service revenue. For the years ended December 31, 2014 and 2013, the System received $77,763 and $73,176, respectively, in Pool distributions, of which approximately $62,000 and $58,000 was related to charity care. The System made payments into the Pool of $40,652 and $39,349 for the years ended December 31, 2014 and 2013, respectively, for the 1% assessment.

See Note 8 for additional disclosure on charity care relating to Staten Island's settlement with the New York State Attorney General.

Pledges Receivable

Pledges (promises to give), less an allowance for uncollectible amounts, are recorded as receivables in the year made at net present value and are recorded as temporarily or permanently restricted net assets. Pledges receivable that are due more than one year from the balance sheet date are discounted to reflect the present value of future cash flows.

Marketable Securities and Other Investments

Marketable securities are classified as trading securities. Investments in debt securities, equity securities and mutual funds with readily determinable fair values are reported at fair value, based on quoted market prices.

The System has invested in investment funds of hedge funds (funds of hedge funds), hedge funds, private equity funds and private real estate funds, which are included in marketable securities and other investments and assets limited as to use in the accompanying consolidated statements of financial position. These System investments are not readily marketable and are reported under the equity method of accounting, which approximates fair value. The equity method reflects the System's share of the net asset value of the respective funds.

2. Summary of Significant Accounting Policies (continued)

Individual investment holdings of the funds of hedge funds, hedge funds, private equity funds and private real estate funds may include investments in both nonmarketable and market-traded securities. Valuations of these investments, and therefore the System's holdings, may be determined by the investment managers or general partners. Values may be based on estimates that require varying degrees of judgment. Recorded estimates may change by a material amount in the near term. The investments may indirectly expose the System to securities lending, short sales of securities and trading in futures and forwards contracts, options and other derivative products. However, the System's risk is limited to its amounts invested. The financial statements of the funds of hedge funds, hedge funds, private equity funds and private real estate funds are audited annually by independent auditors. At December 31, 2014, the System has future commitments of $113,276 and $13,012 to invest in private equity and private real estate funds for pension and restricted assets, respectively.

Other investments also include investments in commingled fixed income, equity and risk-parity funds. The individual investment holdings of these commingled funds are predominantly marketable securities. These investments are reported under the equity method of accounting, which approximates fair value. The equity method reflects the System's share of the net asset value of these investments. The financial statements of the commingled fixed income, equity and risk-parity funds are audited annually by independent auditors.

Investment income (including realized gains and losses on investments, interest and dividends) and the change in net unrealized gains and losses and change in value of equity method investments are included in the performance indicator, unless the income or loss is restricted by donor or law. Effective in 2014, interest and dividend income earned on the System's internally designated malpractice and other self-insurance assets is recorded in other operating revenue.

Assets Limited as to Use

Assets limited as to use include funds held pursuant to debt financing arrangements, medical malpractice claims trust agreements, internally designated funds, including internally designated malpractice and other self-insurance assets, deferred employee compensation plans and temporarily and permanently restricted assets. Amounts required to meet current liabilities are reported as current assets.

2. Summary of Significant Accounting Policies (continued)

Inventory of Supplies

Inventory, included in other current assets, is stated at the lower of cost (first-in, first-out method) or market.

Insurance Claims Receivable and Liability

For medical malpractice and similar contingent liabilities, the System does not net insurance recoveries against related claims liabilities and determines such claims liabilities without consideration of insurance recoveries. Accordingly, the System recognizes insurance receivables at the same time that it recognizes the liabilities, measured on the same basis as the liabilities, subject to the need for a valuation allowance for uncollectible amounts in the accompanying consolidated statements of financial position. Such amounts represent the actuarially determined present value of medical malpractice and other claims that are anticipated to be covered by insurance, discounted at a rate of 2.0%.

Property, Plant and Equipment

Property, plant and equipment is stated at cost or, in the case of gifts, at fair value at the date of the gift, less accumulated depreciation and amortization. Property, plant and equipment of South Oaks and Broadlawn (collectively, The Long Island Home) and Lenox that existed at their acquisition dates (July 1, 2012 and May 19, 2010, respectively), was recorded at fair value based upon an independent valuation. Depreciation and amortization of land improvements, buildings, fixed equipment and major movable equipment is computed by the straight-line method based upon the estimated useful lives of the assets ranging from three to forty years.

Equipment under capital lease obligations and leasehold improvements are amortized using the straight-line method over the lesser of the estimated useful life of the asset or the lease term. Such amortization is included in depreciation and amortization in the accompanying consolidated financial statements.

During the period of construction of capital assets, interest costs are capitalized as a component of the cost of assets. When assets are disposed of, the carrying amounts of the assets and the related accumulated depreciation are removed from the accounts, and any resulting gain or loss on disposal is included in the performance indicator. When assets become fully depreciated, the carrying amounts of such assets and the related accumulated depreciation are removed from the accounts (see Note 6).

2. Summary of Significant Accounting Policies (continued)

Long-Lived Assets

Gifts of long-lived assets are reported at fair value established at the date of contribution as changes in unrestricted net assets, excluded from the performance indicator, unless explicit donor stipulations specify how the donated asset must be used.

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If long-lived assets are deemed to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value. Assets to be disposed of are reported at the lower of the carrying amount or the fair value, less costs to sell.

Intangible Assets

In connection with various acquisitions, the System has intangible assets of approximately $55,000. The intangible assets are subject to impairment testing on an annual basis. At December 31, 2014, the System determined that there has been no impairment of these intangible assets.

In addition, in 2011, Staten Island purchased from Richmond University Medical Center (RUMC) the remainder interest in a joint venture between the hospitals for $30,500. The purchase price was determined based upon an independent valuation, and as a result, an intangible asset was recorded for the purchase price which is being amortized over a five and one-half year useful life. At December 31, 2014 and 2013, the value of the intangible asset, net of accumulated amortization, was $9,242 and $14,788, respectively.

Intangible assets are included within other assets in the accompanying consolidated statements of financial position.

Deferred Financing Costs

Deferred financing costs, included in other assets, represent costs incurred to obtain financing for various System projects and initiatives. Amortization of these costs is provided over the term of the applicable indebtedness. Deferred financing costs, net of accumulated amortization, are $33,555 and $33,524 at December 31, 2014 and 2013, respectively. Amortization, included in interest expense in the accompanying consolidated statements of operations, is $2,349 and $2,276 for the years ended December 31, 2014 and 2013, respectively.

2. Summary of Significant Accounting Policies (continued)

During 2014 and 2013, the System issued new debt (see Note 7) and, as a result, incurred deferred financing costs of $2,380 and 2,664, respectively.

Interest Rate Swap Agreements

Interest rate swap agreements are reported at fair value. Fair value is estimated using discounted cash flow analyses based on current and projected interest rates with consideration of the risk of non-performance. Changes in fair value of interest rate swap agreements designated as derivative instruments are recognized in the System's performance indicator. Changes in fair value of interest rate swap agreements designated as cash flow hedges are excluded from the performance indicator.

Other Long-Term Liabilities

Other long-term liabilities included in the accompanying consolidated statements of financial position primarily consist of the long-term portion of estimated payable to third-party payers, lease incentive obligations, deferred rent payable, asset retirement obligations, deferred revenue, and the fair value of the interest rate swap agreements.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are restricted by donors or other external parties to be used for designated purposes or over specified time periods. When donor restrictions expire, that is, when a time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported as net assets released from restrictions.

Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. Income from these net assets is available to support certain teaching, research and training programs.

2. Summary of Significant Accounting Policies (continued)

Donor Gifts

Gifts of cash and other assets, including unconditional promises to give cash and other assets (pledges), are reported at fair value when the gift is received (or promise is made). Donor-restricted contributions whose restrictions are met within the same year as received are classified as unrestricted contributions in the accompanying consolidated financial statements.

The System receives conditional pledges, which are not reflected in the accompanying consolidated financial statements. The conditional pledges primarily relate to the establishment of certain programs. As the conditions of the pledges are met, the pledges are recognized. At December 31, 2014 and 2013, $4,221 and $6,724, respectively, of conditional pledges have not been recognized in the consolidated statements of financial position.

Contributions and pledges raised through fundraising efforts for the years ended December 31, 2014 and 2013 are summarized as follows:

	2014	2013
Unrestricted	$ 1,977	$ 4,311
Temporarily restricted	70,064	56,876
Permanently restricted	1,237	5,564
	$ 73,278	$ 66,751

Health Insurance Premium Revenue

Health insurance premium revenue for Health Plan and CareConnect (collectively, the Health Insurance Companies) is earned over the term of the related insurance policies and recorded in the month for which members are entitled to health care services at estimated net realizable value. Unearned premium reserves are established to cover the unexpired portion of premiums written and are included in accounts payable and accrued expenses in the accompanying consolidated statements of financial position.

2. Summary of Significant Accounting Policies (continued)

Medical Claims Expense and Accrued Medical Claims

The Health Insurance Companies contract with various health care providers, including the System, to provide care to their members. The Health Insurance Companies compensate these providers on either a capitated or fee-for-service basis. The cost of health care services is accrued in the period provided to enrollees and is based on estimates for such services which have been incurred but not reported. Adjustments to these estimates are recorded in future periods as amounts become known. Included in supplies and expenses in the accompanying consolidated statements of operations for the years ended December 31, 2014 and 2013, is $40,289 and $1,117, respectively, of medical claims expense. For the year ended December 31, 2014, this amount is net of $34,420 of medical claims expense eliminated in consolidation, along with a corresponding amount of total patient revenue, related to transactions between the Health Insurance Companies and the System's health care providers.

Early Retirement Program Costs

During 2013, the System offered an early retirement option to certain employees aged 62 and older. Under the program, eligible employees who opted for early retirement will receive salary continuation payments based on years of service, and medical benefits until Medicare eligible. A charge of $33,179 for the early retirement program costs is reflected within the non-operating gains and losses section of the accompanying consolidated statement of operations for the year ended December 31, 2013. A corresponding liability for the same amount is included in accrued salaries and related benefits and accrued retirement benefits, net of current portion in the accompanying consolidated statement of financial position at December 31, 2013. At December 31, 2014, a remaining liability totaling $3,535 is included in accrued salaries and related benefits and accrued retirement benefits, net of current portion.

2. Summary of Significant Accounting Policies (continued)

Functional Expenses

The System provides health care services to residents primarily within its geographic areas. Expenses related to providing these services pertain to the following functional categories for the years ended December 31, 2014 and 2013:

	2014	2013
Health care services	$ 6,348,640	$ 6,073,806
General and administrative	998,894	844,068
Total operating expenses	$ 7,347,534	$ 6,917,874

Tax Status

Certain entities included in the System's consolidated financial statements are taxable entities under Federal or state laws. U.S. generally accepted accounting principles require that the asset and liability method of accounting for income taxes be utilized by these organizations. Under the asset and liability method, deferred income taxes are recognized for the tax consequences of temporary differences by applying enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities.

The effect on deferred taxes of a change in tax rates is recognized in income in the period of enactment. At December 31, 2014 and 2013, the System has a deferred income tax asset which has been fully offset by a related valuation allowance. A valuation allowance is provided when it is more likely than not that some portion or all of the deferred tax asset will not be realized. Significant components of the deferred tax asset relate to the allowance for doubtful accounts and net operating loss carryforwards. Certain entities have net operating loss carryforwards aggregating approximately $165,000, which expire in varying amounts through 2034, and are available to offset future taxable income.

Reclassifications

Certain 2013 amounts in the accompanying consolidated financial statements have been reclassified from amounts previously reported to conform to the 2014 presentation. These reclassifications have no impact on the net assets previously reported.

3. Marketable Securities and Other Investments

Marketable securities and other investments, stated at fair value or under the equity method of accounting, as applicable based on the appropriate measurement basis as described in Note 2, consist of the following at December 31, 2014 and 2013:

	2014	2013
Cash and short-term investments	$ 133,689	$ 65,433
U.S. Government obligations	70,590	173,500
Corporate and other bonds	296,199	277,707
Fixed income mutual funds	235,262	377,422
Commingled fixed income funds	236,295	18,685
Equity securities	314,967	265,776
Equity mutual funds	190,094	185,638
Commingled equity funds	121,365	154,524
Commingled risk-parity funds	89,083	82,723
Funds of hedge funds	214,108	134,798
Interest and other receivables	3,509	3,180
	$ 1,905,161	$ 1,739,386

3. Marketable Securities and Other Investments (continued)

Investment income and the change in net unrealized gains and losses and change in value of equity method investments are comprised of the following for the years ended December 31, 2014 and 2013:

	2014		
	Unrestricted	Temporarily Restricted	Total
Investment income:			
Interest and dividend income	$ 39,159	$ 1,767	$ 40,926
Net realized gains and losses	69,722	7,067	76,789
Less interest and dividend income on malpractice and other self-insurance assets (see Note 2)	(8,064)	–	(8,064)
	$ 100,817	$ 8,834	$ 109,651
Change in net unrealized gains and losses and change in value of equity method investments:			
Change in net unrealized gains and losses	$ (6,207)	$ (1,285)	$ (7,492)
Equity method investment gains and losses	(23,085)	(1,029)	(24,114)
Equity method investment gains – other assets	4,938	–	4,938
	$ (24,354)	$ (2,314)	$ (26,668)

	2013		
	Unrestricted	Temporarily Restricted	Total
Investment income:			
Interest and dividend income	$ 34,631	$ 1,596	$ 36,227
Net realized gains and losses	65,689	7,308	72,997
	$ 100,320	$ 8,904	$ 109,224
Change in net unrealized gains and losses and change in value of equity method investments:			
Change in net unrealized gains and losses	$ 53,313	$ 7,300	$ 60,613
Equity method investment gains and losses	44,958	4,237	49,195
Equity method investment gains – other assets	7,700	–	7,700
	$ 105,971	$ 11,537	$ 117,508

4. Assets Limited as to Use

Assets limited as to use, including marketable securities and other investments stated at fair value or under the equity method of accounting, as applicable based on the appropriate measurement basis as described in Note 2, consist of the following at December 31, 2014:

	2014			
	Bond Indenture, Third-party Agreements and Other	Malpractice and Other Self-Insurance Assets	Temporarily and Permanently Restricted Assets (Including Investment Return)	Total
Cash and short-term investments	$ 107,257	$ 24,909	$ 26,251	$ 158,417
U.S. Government obligations	160,625	14,857	2,346	177,828
Corporate and other bonds	83,860	47,010	7,269	138,139
Fixed income mutual funds	77,620	109,893	7,817	195,330
Commingled fixed income funds	47,228	66,965	9,888	124,081
Equity securities	76,847	59,397	40,984	177,228
Equity mutual funds	88,393	82,658	20,878	191,929
Commingled equity funds	27,890	27,432	23,146	78,468
Target-age mutual funds	18,781	–	–	18,781
Commingled risk-parity funds	21,740	26,046	14,323	62,109
Funds of hedge funds	52,252	62,097	23,524	137,873
Hedge funds	–	–	107	107
Private equity funds	–	–	4,556	4,556
Private real estate funds	–	–	3,461	3,461
Interest and other receivables	974	638	313	1,925
	$ 763,467	$ 521,902	$ 184,863	1,470,232
Less current portion				104,566
				$ 1,365,666

4. Assets Limited as to Use (continued)

Assets limited as to use, including marketable securities and other investments stated at fair value or under the equity method of accounting, as applicable based on the appropriate measurement basis as described in Note 2, consist of the following at December 31, 2013:

	2013			
	Bond Indenture, Third-party Agreements and Other	Malpractice and Other Self-Insurance Assets	Temporarily and Permanently Restricted Assets (Including Investment Return)	Total
Cash and short-term investments	$ 55,099	$ 15,484	$ 18,945	$ 89,528
U.S. Government obligations	236,353	27,447	3,477	267,277
Corporate and other bonds	78,433	57,460	7,893	143,786
Fixed income mutual funds	77,036	116,936	10,140	204,112
Commingled fixed income funds	474	11,106	3,531	15,111
Equity securities	41,037	47,287	36,848	125,172
Equity mutual funds	64,524	77,707	21,194	163,425
Commingled equity funds	22,497	25,229	26,836	74,562
Target-age mutual funds	13,120	–	–	13,120
Commingled risk-parity funds	12,812	21,302	13,487	47,601
Funds of hedge funds	20,878	43,922	22,856	87,656
Hedge funds	–	–	107	107
Private equity funds	–	–	2,682	2,682
Private real estate funds	–	–	3,193	3,193
Interest and other receivables	744	406	195	1,345
	$ 623,007	$ 444,286	$ 171,384	1,238,677
Less current portion				78,956
				$ 1,159,721

Included in bond indenture, third-party agreements and other above are depreciation funds and other internally designated funds of approximately $67,000 and $65,000 at December 31, 2014 and 2013, respectively, which are included in the System's days cash on hand calculation (see Note 7).

5. Pledges Receivable

Pledges receivable at December 31, 2014 and 2013 consist of the following:

	2014	2013
Amounts expected to be collected in:		
Less than one year	$ 49,215	$ 45,543
One to five years	95,687	102,746
More than five years	52,696	60,628
	197,598	208,917
Less:		
Discount to present value of future cash flows (discount rates ranging from 0.25% to 6.0%)	13,819	14,469
Allowance for uncollectible amounts	46,227	46,050
Current portion of pledges receivable	36,129	35,577
Pledges receivable, net of current portion	$ 101,423	$ 112,821

6. Property, Plant and Equipment

Property, plant and equipment and accumulated depreciation and amortization at December 31, 2014 and 2013 are summarized as follows:

	2014	2013
Land	$ 633,801	$ 602,997
Land improvements	19,880	17,067
Buildings and fixed equipment	3,225,943	3,046,149
Movable equipment	1,295,146	1,132,966
Leasehold improvements	14,597	22,715
	5,189,367	4,821,894
Less accumulated depreciation and amortization	1,682,447	1,552,034
	3,506,920	3,269,860
Construction-in-progress	255,184	280,233
	$ 3,762,104	$ 3,550,093

The System wrote off approximately $201,000 and $152,000 of fully depreciated assets in 2014 and 2013, respectively.

6. Property, Plant and Equipment (continued)

Net interest capitalized for the years ended December 31, 2014 and 2013 was approximately $6,200 and $3,800, respectively.

Certain leases are considered to be the equivalent of installment purchases for purposes of accounting presentation. The liabilities relating to these assets are included in capital lease obligations. The cost, less accumulated amortization, of these assets is included in property, plant and equipment at December 31, 2014 and 2013 as follows:

	2014	2013
Land	$ 29,973	$ –
Buildings and fixed equipment	124,863	78,850
Movable equipment	19,641	19,641
	174,477	98,491
Less accumulated amortization	41,291	39,206
	$ 133,186	$ 59,285

7. Debt

Long-Term Debt

Long-term debt at December 31, 2014 and 2013 consists of the following:

	2014	2013
Bonds payable at varying dates through November 2043, at fixed and floating interest rates ranging from 0.89% to 6.15%	$ 1,527,695	$ 1,574,130
Other long-term debt payable at varying dates through June 2049 at variable and fixed interest rates ranging from 1.66% to 5.69%	372,020	130,575
Total long-term debt	1,899,715	1,704,705
Less current portion of bonds payable	37,775	36,430
Less current portion of other long-term debt	17,582	16,524
Add net unamortized bond premium	11,940	13,621
	$ 1,856,298	$ 1,665,372

7. Debt (continued)

Annual aggregate principal payments applicable to long-term debt for years subsequent to December 31, 2014 are as follows:

	Bonds Payable	Other Long-Term Debt	Total
Year ended December 31:			
2015	$ 37,775	$ 17,582	$ 55,357
2016	38,005	12,194	50,199
2017	39,650	12,445	52,095
2018	40,050	10,188	50,238
2019	38,905	34,009	72,914
Thereafter	1,333,310	285,602	1,618,912
	$ 1,527,695	$ 372,020	$ 1,899,715

Most of the System's debt arrangements include security agreements of various types. The agreements may include the pledging as collateral of certain of the System's assets and revenues and limitations on the use of System assets, including restrictions on the transfer of assets to entities outside the System. At December 31, 2014 and 2013, the majority of the System's assets were pledged as collateral under the terms of various debt agreements. In addition, certain debt agreements contain covenants related to the maintenance of financial ratios, including debt service coverage ratios and days cash on hand, and the maintenance of certain debt service and other reserve funds included in assets limited as to use. At December 31, 2014 and 2013, the System was in compliance with the financial covenants.

7. Debt (continued)

Bonds Payable

Bonds payable by the Obligated Group consists of the following at December 31, 2014:

	Interest Structure	Final Maturity	Outstanding Principal
Series 2013A (taxable)	Fixed	2043	$ 250,000
Series 2012A	Fixed	2023	48,930
Series 2012B (taxable)	Fixed	2042	135,000
Series 2011A	Fixed	2041	363,180
Series 2009A	Fixed	2037	234,615
Series 2009B	Fixed	2039	50,000
Series 2009C	Fixed	2039	37,500
Series 2009D	Fixed	2039	37,500
Series 2009E	Fixed	2033	60,890
Series 2007A	Fixed	2037	140,965
Series 2007B	Floating Rate Notes*	2018	44,400
Series 2005A	Fixed	2034	98,125
Series 2005B	Fixed	2034	8,620
Series 2003	Fixed	2018	17,970
			$ 1,527,695

*Refer to "Interest Rate Swap Agreements" herein

All of the System's bonds are tax-exempt and were issued through the Dormitory Authority of the State of New York (DASNY) on behalf of the Obligated Group, except for the Series 2013A, as described below, and 2012B bonds, which are taxable bonds and were issued by HCI as a joint and several obligation of the Obligated Group.

In September 2013, HCI issued $250,000 of taxable North Shore-Long Island Jewish Health System Series 2013A bonds. The Series 2013A bonds were issued by HCI as a joint and several general obligation of the Obligated Group. The Series 2013A bonds bear interest at fixed interest rates, payable semi-annually with a final maturity date of November 1, 2043. The proceeds of the Series 2013A bonds are being used to reimburse prior capital expenditures and fund future investments.

7. Debt (continued)

In 2015, the Obligated Group intends to issue tax-exempt revenue bonds through DASNY. The proceeds of the bonds will be used primarily to refund certain prior bond issues, which may include the Series 2003, 2005A, 2005B, 2007A, 2009A and 2009E bonds. In addition, approximately $75,000 of the proceeds will be used to fund capital expenditures of the Obligated Group. The plan of financing and refunding has been approved by DASNY.

Other Long-Term Debt

Other long-term debt consists of the following at December 31, 2014:

	Interest Structure	Final Maturity	Outstanding Principal
HCI Senior Secured Notes	Fixed	2030	$ 250,000
Real Estate Financing	Fixed	2049	7,970
Staten Island Term Loan[a]	Variable[b]	2023	34,000
Lenox Mortgage	Variable	2029	27,445
The Long Island Home Mortgage[c]	Variable[b]	2019	26,391
Staten Island Note Payable	Variable	2015	6,100
LIJMC Tax-Exempt Lease Financing	Fixed	2019	11,363
Staten Island Tax-Exempt Lease Financing	Fixed	2018	8,751
			$ 372,020

[a] The lender has an April 2018 call option.
[b] Refer to "Interest Rate Swap Agreements" herein.
[c] The Long Island Home mortgage is the only debt above not included in the Obligated Group.

In October 2014, HCI issued $250,000 of senior secured notes as a joint and several general obligation of the Obligated Group. The notes bear interest at a fixed interest rate of 4.20%, payable semiannually, with a final maturity date of May 1, 2030. The proceeds of the notes are being used to finance a portion of the Obligated Group's capital expenditures in 2014 and 2015.

During 2014, the System entered into two real estate transactions to finance the purchase of buildings and land directly with the seller. As a result of these financing transactions, an obligation of $7,970 exists at December 31, 2014 and payments of principal and interest are due monthly through 2049.

7. Debt (continued)

In March 2015, the System entered into a real estate transaction to purchase a building and land that it previously occupied under a capital lease agreement. In conjunction with the transaction, the System obtained a mortgage for $211,000, with principal and interest payable in monthly installments through March 2045, at a fixed interest rate of 4.47%. The proceeds of the mortgage were primarily used to purchase the property, with approximately $76,000 put into an escrow fund to be used to fund future capital improvements. As a result of the transaction, capital lease obligations of approximately $70,000 will be removed from the System's statement of financial position.

Interest Rate Swap Agreements

In 2007, the Obligated Group entered into an interest rate swap agreement (2007 Swap) with a financial institution, matched to the term and rate of the Series 2007B bonds. Under the terms of the agreement, the Obligated Group receives variable interest payments and pays fixed interest payments on the notional value of the 2007 Swap. The notional value of the interest rate swap agreement amortizes. The swap agreement fixes the interest rate at a level viewed as acceptable by the Obligated Group. The terms of this swap agreement designate the 2007 Swap as a cash flow hedge under U.S. generally accepted accounting principles. Accordingly, changes in the fair value of the swap agreement are excluded from the performance indicator. The aggregate fair value of the 2007 Swap is a liability of $2,479 and $3,735 at December 31, 2014 and 2013, respectively, and is reflected in other long-term liabilities in the accompanying consolidated statements of financial position.

In 2008, Staten Island entered into interest rate swap agreements with financial institutions to fix the interest rate of its term loan at a level viewed as acceptable by Staten Island. Under the terms of the agreements, Staten Island receives variable interest payments and pays fixed interest payments. The notional values of the interest rate swap agreements amortize. The System guarantees payments to the swap contract counterparties. The terms of these swap agreements designate them as derivative instruments under U.S. generally accepted accounting principles. Accordingly, changes in the fair value of the swap agreements are recognized in the performance indicator. The aggregate fair value of the swap agreements is a liability of $1,146 and $1,987 at December 31, 2014 and 2013, respectively, and is reflected in other long-term liabilities in the accompanying consolidated statements of financial position.

7. Debt (continued)

The Long Island Home entered into interest rate swap agreements with a financial institution in 2008 to fix the interest rate of its variable rate mortgage at a level viewed as acceptable by The Long Island Home. Under the terms of the agreements, The Long Island Home receives variable interest payments and pays fixed interest payments. The notional values of the interest rate swap agreements amortize. The terms of these swap agreements designate them as cash flow hedges under U.S. generally accepted accounting principles. Accordingly, changes in the fair value of the swap agreements are excluded from the performance indicator. The aggregate fair value of the swap agreements is a liability of $1,380 and $1,434 at December 31, 2014 and 2013, respectively, and is reflected in other long-term liabilities in the accompanying consolidated statements of financial position.

Swap agreements expose the System to credit risk in the event of nonperformance by the counterparties. The System believes that the risk of material impact to its consolidated financial position arising from nonperformance by the counterparties is low.

Capital Lease Obligations

The System has entered into various capital lease agreements for land, buildings and equipment. Capital lease obligations at December 31, 2014 and 2013 consist of the following:

	2014	2013
Minimum lease payments	$ 498,647	$ 237,642
Less executory costs	90,457	95,577
Less interest	204,463	58,943
Less current portion at net present value	5,902	6,308
Present value of net minimum long-term lease payments	$ 197,825	$ 76,814

7. Debt (continued)

Future minimum lease payments under capital lease obligations as of December 31, 2014 are as follows:

Year ending December 31:	
2015	$ 22,399
2016	21,040
2017	20,640
2018	20,733
2019	21,113
Thereafter	392,722
Total minimum lease payments	$ 498,647

During 2014, the System entered into several real estate leases for buildings and land that were accounted for as capital lease obligations, valued in total for approximately $125,000. One of the leases included an escrow fund for approximately $42,000, included in assets limited as to use in the accompanying consolidated statement of financial position at December 31, 2014, to be used to fund future capital improvements on the property. Payments of principal and interest on these 2014 capital lease obligations are due monthly and extend through 2049.

Short-Term Borrowings

Certain members of the System have entered into several unsecured revolving credit facilities with commercial banks. Borrowings are primarily used to provide interim financing for capital improvement projects, with repayment to be provided from bond proceeds and the receipt of fundraising proceeds from capital campaigns. Additionally, amounts can be used to provide backup financing for the support of the certificate of need process as required by the NYSDOH and short-term working capital to support the monthly operating cash conversion cycle. Interest options include prime-based rates, LIBOR-based rates and bank cost of funds rates. Total credit under such arrangements was $312,000 at December 31, 2014 and 2013. Balances outstanding from borrowings are $110,218 and $110,540 at December 31, 2014 and 2013, respectively.

8. Third-Party Payer Structured Liabilities

In 1999, Staten Island agreed to settle an outstanding matter with the New York State Attorney General. This matter related to Staten Island receiving payments at various part-time clinics during the period January 1, 1994 through August 31, 1998 at an enhanced rate known as Products of Ambulatory Care. As a result of this matter, Staten Island agreed to remit to the State of New York (the State) the gross sum of $41,200, payable over an extended period. Payments commenced in November 1999 and are being made monthly, totaling $2,000 per year for 20 years. Included in third-party payer structured liabilities is the present value of this agreement based upon a 6% discount factor. For 2014 and 2013, payments made under such arrangement totaled $2,000 for each year, including $572 and $655 recorded as interest expense in the accompanying consolidated statements of operations for 2014 and 2013, respectively. Additionally, in accordance with Staten Island's mission and commitment to provide uncompensated care, Staten Island agreed to continue to provide uncompensated care and services to individuals unable to pay for such services. Such uncompensated care and services shall have value, as defined in the agreement, of not less than $1,950 per year for 20 years. As the provision of uncompensated care is not considered incremental to those uncompensated services already provided by Staten Island, no liability was recorded for such amounts. Staten Island was in compliance with such provision in 2014 and 2013.

In 2005, Staten Island agreed to settle an action commenced by the New York State Attorney General. The settlement related to the recovery of prior Medicaid payments to Chaps Community Health Center, Inc., a subsidiary of Staten Island. Pursuant to the settlement, Staten Island agreed to remit to the State $76,500. This amount includes approximately $8,000 of Medicaid reimbursement previously withheld in 2004 by the State, in connection with its investigation of this matter. The remaining amounts are payable to the State over a 13-year period which began in 2005. In 2015 and 2016, payments are $3,000 each year, and the required payment for 2017 is $4,000. Staten Island has recorded the present value of these settlement payments based upon a 6% discount factor in the accompanying consolidated statements of financial position. Payments made under this settlement for 2014 and 2013 totaled $5,500 each year, including approximately $814 and $1,078 recorded as interest expense in the accompanying consolidated statements of operations for the years ended December 31, 2014 and 2013, respectively. As part of the 2005 settlement agreement, Staten Island adopted a number of managerial and operational reforms that will govern the conduct of Staten Island officers, employees and Board members. The amounts payable under the 2005 settlement agreement are in addition to the amounts which continue to be payable under the 1999 settlement described previously.

8. Third-party Payer Structured Liabilities (continued)

In 2008, Staten Island executed a settlement with the United States Department of Health and Human Services, Office of the Inspector General (the HHS-OIG) and the New York State Attorney General's Office (NYSAG) with respect to various issues. In settlement of the HHS-OIG claims, Staten Island made a one-time payment of $76,513. Staten Island funded the amount with a bank loan of $60,000 (see Note 7) and the balance from operating cash. With respect to the NYSAG claim, Staten Island agreed to make payments totaling $12,400. Staten Island paid a lump-sum payment of $6,200 and the remaining balance of $6,200 was paid in equal amounts over a three-year period, through 2011.

In connection with the HHS-OIG and NYSAG settlement, Staten Island also entered into a five-year Corporate Integrity Agreement (CIA) with the HHS-OIG. This agreement obligates Staten Island to strengthen the current compliance program and implement certain management practices and initiatives. Such terms of this agreement include engaging an independent third party to act as an Independent Review Organization, enhancing the contract management policies and procedures, and expanding employee education. A material breach of the CIA could subject Staten Island to substantial monetary penalties and exclusion from participation in the Medicare and Medicaid programs. Management believes that Staten Island has remained in compliance with the terms and provisions of the CIA, which ended in 2013.

9. Fair Values of Financial Instruments

For assets and liabilities required to be measured at fair value, the System measures fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are applied based on the unit of account from the System's perspective. The unit of account determines what is being measured by reference to the level at which the asset or liability is aggregated (or disaggregated) for purposes of applying other accounting pronouncements.

9. Fair Values of Financial Instruments (continued)

The System follows a valuation hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels, which are described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities.

Level 2: Observable inputs that are based on inputs not quoted in active markets, but corroborated by market data.

Level 3: Unobservable inputs are used when little or no market data is available.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. In determining fair value, the System uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible and considers nonperformance risk in its assessment of fair value.

A financial instrument's categorization within the three levels of the valuation hierarchy is not indicative of the investment risk associated with the underlying assets.

9. Fair Values of Financial Instruments (continued)

Financial assets and liabilities carried at fair value as of December 31, 2014 are classified in the following table in one of the three categories described previously:

	2014			
	Level 1	Level 2	Level 3	Total
Assets				
Cash and short-term investments	$ 486,676	$ –	$ –	$ 486,676
Fixed income obligations:				
U.S. Government obligations	57,482	190,936	–	248,418
Corporate and other bonds	–	434,338	–	434,338
Fixed income mutual funds	430,592	–	–	430,592
Equity securities:				
Value	73,993	–	–	73,993
Small cap	76,573	–	–	76,573
Global	275,826	–	–	275,826
Growth	65,803	–	–	65,803
Equity mutual funds	382,023	–	–	382,023
Target-age mutual funds	18,781	–	–	18,781
Interest and other receivables	5,434	–	–	5,434
Liabilities				
Interest rate swap agreements	–	(5,005)	–	(5,005)
	$ 1,873,183	$ 620,269	$ –	$ 2,493,452

9. Fair Values of Financial Instruments (continued)

Financial assets and liabilities carried at fair value as of December 31, 2013 are classified in the following table in one of the three categories described previously:

	2013			
	Level 1	Level 2	Level 3	Total
Assets				
Cash and short-term investments	$ 365,562	$ –	$ –	$ 365,562
Fixed income obligations:				
U.S. Government obligations	275,725	165,052	–	440,777
Corporate and other bonds	–	421,493	–	421,493
Fixed income mutual funds	581,534	–	–	581,534
Equity securities:				
Value	62,332	–	–	62,332
Small cap	74,633	–	–	74,633
Global	253,983	–	–	253,983
Equity mutual funds	349,063	–	–	349,063
Target-age mutual funds	13,120	–	–	13,120
Interest and other receivables	4,525	–	–	4,525
Liabilities				
Interest rate swap agreements	–	(7,156)	–	(7,156)
	$ 1,980,477	$ 579,389	$ –	$ 2,559,866

Fair value for Level 1 is based upon quoted market prices. Fair value for Level 2 is based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets.

The amounts reported in the previous tables exclude investments reported under the equity method of accounting in the amounts of $1,071,506 and $621,642 at December 31, 2014 and 2013, respectively (see Note 2), and assets invested in the System's pension plans (see Note 10).

9. Fair Values of Financial Instruments (continued)

The fair values and carrying values of the System's financial instruments that are not required to be carried at fair value are as follows at December 31, 2014 and 2013:

	2014		2013	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Debt (including short-term borrowings; excluding capital lease obligations)	**$ 2,204,070**	**$ 2,021,873**	$ 1,836,121	$ 1,828,866

The fair value of the System's bonds payable is based on quoted market prices for the related bonds. The fair value of other debt is based upon discounted cash flow analyses. Fair value of bonds payable at December 31, 2014 and 2013 is classified as Level 1 ($1,721,832 and $1,595,006, respectively), while fair value of other debt is classified as Level 2 ($482,238 and $241,115, respectively).

10. Pension Plans

The System maintains several pension plans for its employees. The following are descriptions of such plans and the respective pension expense for the years ended December 31, 2014 and 2013.

Certain members of the System provide pension and similar benefits to their employees through defined contribution plans. Contributions to the defined contribution plans are based on percentages of annual salaries. It is the policy of these members to fund accrued costs under these plans on a current basis. Pension expense for 2014 and 2013 related to the defined contribution plans amounted to $105,974 and $96,952, respectively.

10. Pension Plans (continued)

Certain members of the System contribute to various multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

a. Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
b. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
c. If the System stops participating in any of its multiemployer plans, the System may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The System's significant participation in certain plans for the annual period ended December 31, 2014 is outlined in the following table. The following information for the 1199SEIU Health Care Employees Pension Fund (the 1199 Plan) and the New York State Nurses Association Pension Plan (the NYSNA Plan) is included within the table:

a. The "EIN/Pension Plan Number" column provides the plans' Employee Identification Number (EIN) and the three-digit plan number.
b. The "Pension Protection Act Zone Status" is based on information that the System received from the plans and is certified by the plans' actuaries. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded and plans in the green zone are at least 80% funded.
c. The "FIP/RP Status Pending/Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented.
d. The last column lists the expiration dates of the collective bargaining agreements to which the plans are subject.

10. Pension Plans (continued)

Pension Fund	EIN/Pension Plan Number	Pension Protection Act Zone Status 2014	Pension Protection Act Zone Status 2013	FIP/RP Status Pending/ Implemented	Contributions of the System 2014	Contributions of the System 2013	Surcharge Imposed	Expiration Date of Collective-Bargaining Agreements
1199 Plan[a]	[redacted]	Green	Green	N/A	$ 58,494	$ 62,557	No	9/30/2018, 4/30/2015
NYSNA Plan[a]	[redacted]	Green	Green	N/A	$ 8,949	$ 8,314	No	12/31/2014 to 10/12/2017

a. System contributions represent more than 5% of total contributions to the 1199 and NYSNA Plans for the plan years ended December 31, 2014 and 2013.

In addition to the plans noted in the table above, the System also participates in several other multiemployer plans. Contributions for these other plans totaled $825 and $761 for the years ended December 31, 2014 and 2013, respectively.

Certain of the System's employees participate in deferred compensation plans. The liability for these plans totaled $3,948 and $3,891 at December 31, 2014 and 2013, respectively. In connection with these plans, the System deposits amounts with trustees on behalf of the participating employees. Under the terms of the plans, the System is not responsible for investment gains or losses incurred. The assets are restricted for payments under the plans, but may revert to the System under certain specified circumstances.

In addition, the System maintains various deferred compensation plans pursuant to Section 457(b) of the Code (the 457(b) Plans). Eligible employees may defer compensation under a salary reduction agreement, subject to certain dollar limitations. Non-elective employer contributions may also be made for some of the 457(b) Plans. Payments upon retirement or termination of employment are based on amounts credited to the individual accounts. The assets and corresponding liability for the 457(b) Plans, included in assets limited as to use and accrued retirement benefits in the accompanying consolidated statements of financial position, totaled $90,158 and $71,763 at December 31, 2014 and 2013, respectively.

10. Pension Plans (continued)

Certain employees, except for certain members of the medical staff and certain employees represented by collective bargaining agreements, are covered by noncontributory defined benefit plans (the Plans).

Effective December 31, 2014, the Lenox Hill Health Services Retirement Plan was merged into the North Shore-Long Island Jewish Health System Cash Balance Plan.

The System recognizes the funded status (i.e., the difference between the fair value of plan assets and the projected benefit obligations) of the defined benefit plans in its consolidated statements of financial position.

The following tables provide a reconciliation of the changes in the Plans' projected benefit obligation and fair value of plan assets for the years ended December 31, 2014 and 2013 and the funded status and accumulated benefit obligation of the Plans as of December 31, 2014 and 2013:

	2014	2013
Reconciliation of the projected benefit obligation		
Obligation at January 1	**$ 1,699,932**	$ 1,792,325
Service cost	**55,662**	63,532
Interest cost	**88,216**	75,468
Plan amendments	**312**	–
Actuarial loss (gain)	**306,864**	(162,930)
Benefit payments	**(182,723)**	(68,463)
Obligation at December 31	**$ 1,968,263**	$ 1,699,932
Reconciliation of fair value of plan assets		
Fair value of plan assets at January 1	**$ 1,468,616**	$ 1,236,773
Actual return on plan assets	**60,423**	140,654
Employer contributions	**63,025**	159,652
Benefit payments	**(182,723)**	(68,463)
Fair value of plan assets at December 31	**$ 1,409,341**	$ 1,468,616
Funded status		
Funded status at December 31	**$ (558,922)**	$ (231,316)
Accumulated benefit obligation at December 31	**$ 1,823,619**	$ 1,592,468

10. Pension Plans (continued)

The current portion of accrued retirement benefits related to the Plans, included in accrued salaries and related benefits in the accompanying consolidated statements of financial position, is $2,023 and $9,907 at December 31, 2014 and 2013, respectively.

The actuarial loss in 2014 is primarily due to the decrease in the discount rate and a change in the mortality table and mortality projection scale. The actuarial gain in 2013 was primarily due to an increase in the discount rate.

Included in unrestricted net assets at December 31, 2014 and 2013 are the following amounts that have not yet been recognized in net periodic benefit cost:

	2014		
	Defined Benefit Plans	Postretirement Benefit Plans (see Note 11)	Total
Unrecognized actuarial (loss) gain	$ (569,514)	$ 25,931	$ (543,583)
Unrecognized prior service (cost) credit	(17,939)	5,120	(12,819)
	$ (587,453)	$ 31,051	$ (556,402)

	2013		
	Defined Benefit Plans	Postretirement Benefit Plans (see Note 11)	Total
Unrecognized actuarial (loss) gain	$ (221,739)	$ 40,047	$ (181,692)
Unrecognized prior service (cost) credit	(21,680)	6,713	(14,967)
	$ (243,419)	$ 46,760	$ (196,659)

10. Pension Plans (continued)

The net loss (gain) and prior service cost (credit) included in unrestricted net assets expected to be recognized in net periodic benefit cost during the year ended December 31, 2015 are as follows:

	Defined Benefit Plans	Postretirement Benefit Plans (see Note 11)	Total
Net loss (gain)	$ 37,075	$ (1,332)	$ 35,743
Prior service cost (credit)	3,983	(1,677)	2,306
Increase (decrease) to net periodic benefit cost	$ 41,058	$ (3,009)	$ 38,049

The following table provides the components of the net periodic benefit cost for the Plans for the years ended December 31, 2014 and 2013:

	2014	2013
Service cost	$ 55,662	$ 63,532
Interest cost on projected benefit obligation	88,216	75,468
Expected return on plan assets	(109,600)	(95,147)
Amortization of net loss	8,234	29,243
Amortization of prior service cost	4,078	3,654
Settlement loss	207	136
Net periodic benefit cost	$ 46,797	$ 76,886

Assumptions

Prior service costs are amortized over the average remaining service period of active participants. Gains and losses in excess of 10% of the greater of the projected benefit obligations and the market-related value of assets are amortized over the average remaining service period of active participants.

10. Pension Plans (continued)

The range of weighted-average assumptions used in the measurement of the System's benefit obligations at December 31, 2014 and 2013 are shown in the following table:

	2014	2013
Discount rate	**3.25% – 4.30%**	3.40% – 5.15%
Rate of compensation increase	**0.00% – 4.00%**	0.00% – 4.00%

The range of weighted-average assumptions used in the measurement of the System's net periodic benefit cost for the years ended December 31, 2014 and 2013 are shown in the following table:

	2014	2013
Discount rate	**3.40% – 5.15%**	2.65% – 4.15%
Expected long-term rate of return on plan assets	**7.50%**	7.50%
Rate of compensation increase	**0.00% – 4.00%**	0.00% – 4.00%

Estimated Future Benefit Payments

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

2015	$ 78,183
2016	86,047
2017	85,949
2018	91,689
2019	99,190
2020 to 2024	570,881

Cash Flows

The System expects to make contributions of approximately $53,000 to the Plans in 2015.

10. Pension Plans (continued)

The fair values of the Plans' assets at December 31, 2014, by asset category, are as follows:

	Level 1	Level 2	Level 3	Total
Asset Category				
Cash and short-term investments	$ 27,238	$ –	$ –	$ 27,238
Fixed income obligations:				
U.S. Government obligations	8,600	14,887	–	23,487
Corporate and other bonds	–	119,149	–	119,149
Fixed income mutual funds	101,128	–	–	101,128
Commingled fixed income funds	–	181,350	–	181,350
Equity securities:				
Value	36,516	–	–	36,516
Small cap	46,731	–	–	46,731
Global	157,131	–	–	157,131
Growth	35,994	–	–	35,994
Equity mutual funds	127,043	–	–	127,043
Commingled equity funds:				
Large cap	–	68,669	–	68,669
Small cap	–	19,687	–	19,687
International	–	52,258	–	52,258
Commingled risk-parity funds	–	135,652	–	135,652
Alternative investments:				
Funds of hedge funds	–	219,578	–	219,578
Hedge funds	–	1,013	–	1,013
Private equity funds	–	–	29,008	29,008
Private real estate funds	–	–	26,188	26,188
Interest and other receivables	1,521	–	–	1,521
	$ 541,902	$ 812,243	$ 55,196	$ 1,409,341

10. Pension Plans (continued)

The fair values of the Plans' assets at December 31, 2013, by asset category, are as follows:

	Level 1	Level 2	Level 3	Total
Asset Category				
Cash and short-term investments	$ 72,351	$ –	$ –	$ 72,351
Fixed income obligations:				
U.S. Government obligations	5,817	27,492	–	33,309
Corporate and other bonds	–	144,038	–	144,038
Fixed income mutual funds	109,195	–	–	109,195
Commingled fixed income funds	–	129,103	–	129,103
Equity securities:				
Value	37,891	–	–	37,891
Small cap	51,771	–	–	51,771
Global	182,928	–	–	182,928
Equity mutual funds	143,831	–	–	143,831
Commingled equity funds:				
Large cap	–	113,469	–	113,469
Small cap	–	20,396	–	20,396
International	–	56,218	–	56,218
Commingled risk-parity funds	–	130,129	–	130,129
Alternative investments:				
Funds of hedge funds	–	209,167	–	209,167
Hedge funds	–	1,275	–	1,275
Private equity funds	–	–	13,988	13,988
Private real estate funds	–	–	17,581	17,581
Interest and other receivables	1,976	–	–	1,976
	$ 605,760	$ 831,287	$ 31,569	$ 1,468,616

Most investments classified in Levels 2 and 3 in the above tables consist of shares or units in investment funds, as opposed to direct interests in the funds' underlying holdings, which may be marketable. The classification of investments in the fair value hierarchy is not indicative of the investment risk associated with the underlying assets.

10. Pension Plans (continued)

Assets invested in the Plans are carried at fair value. Debt and equity securities with readily determinable values are carried at fair value, as determined based on independent published sources. Commingled funds and alternative investments are stated at fair value, as estimated in an unquoted market. Fair value for commingled funds and alternative investments is determined by using net asset value as a practical expedient, as permitted by generally accepted accounting principles, rather than using another valuation method to independently estimate fair value (see Note 2).

The following is a summary of assets in the Plans at December 31, 2014 (by asset category), with redemption restrictions:

	Fair Value	Redemption Period (Including Notice Period)
Commingled fixed income funds	$ 181,350	1 day to 13 days
Commingled equity funds	140,614	3 days to 51 days
Commingled risk-parity funds	135,652	5 days to 36 days
Funds of hedge funds	219,578	61 days to 299 days

Hedge fund investments of the Plans are in the process of being fully redeemed at December 31, 2014. Private equity and private real estate funds have long lifecycles with distributions not expected for several years. In the instance of certain redemptions, some investments noted above may require an extended waiting period to receive a remainder portion of the redemption.

The following table sets forth a summary of changes in the fair value of the Plans' Level 3 assets for the years ended December 31, 2014 and 2013:

	2014	2013
Fair value at January 1	$ 31,569	$ 18,236
Purchases	29,568	18,449
Sales	(6,608)	(6,574)
Net realized and unrealized gains and losses	667	1,458
Fair value at December 31	$ 55,196	$ 31,569

10. Pension Plans (continued)

Basis Used to Determine the Expected Long-Term Rate of Return on Assets

The overall expected long-term rate of return on assets assumption is based upon a long-term building-block approach adjusted for current market conditions. First, return expectations for each asset class are developed with economic and fundamental drivers such as inflation, dividends and real earnings growth for stocks and real yields, defaults and recoveries for bonds. These expectations assume that market levels at the beginning of the forecast period are in a state of equilibrium. With the understanding that markets are more often than not in some state of disequilibrium, the "next ten year" return forecasts are adjusted to reflect the starting point for inflation expectations, interest rate levels and market risk premiums relative to historically normal market levels. The fundamental building blocks used to develop the long-term equilibrium return expectations are based on a combination of consensus forecasts and long-term historical averages. The historical data is adjusted to reflect any fundamental changes that have occurred in the relative markets.

Once long-term equilibrium forecasts are developed, returns are adjusted for the next ten years to reflect the current environment as it relates to the key economic variables that influence returns across the capital markets. In doing so, the expected path for breakeven inflation, real interest rates and investment grade corporate bond spreads are modeled for the next ten years. In this framework, the investment grade corporate spreads are used as a proxy for the risk premium priced broadly into all asset classes within the capital markets.

While the precise expected return derived using the above approach will fluctuate somewhat from year to year, the Plans' policy is to hold this long-term assumption constant as long as it remains within a reasonable tolerance from the derived rate.

Description of Investment Policies and Strategies

The Plans' overall investment strategy is to achieve wide diversification of asset types, fund strategies, and fund managers. Equity securities include investments in domestic, international, global and emerging markets equities. Fixed income securities include corporate bonds of companies from diversified industries, mortgage-backed securities, emerging markets debt and U.S. Treasuries. Other types of investments include investments in commingled commodity funds and alternative investments that follow several different strategies.

10. Pension Plans (continued)

There are specific guidelines and diversification standards for each investment manager. Eligible investments are specifically outlined. Each manager must disclose its strategies and report that it abides by the Employee Retirement Income Security Act of 1974 (ERISA) rules, where applicable.

The Plans' weighted average asset allocations at December 31, 2014 and 2013, by asset category, are as follows:

	2014	2013	Target Allocation
Cash and short-term investments	**2.0%**	5.1%	1.0%
Fixed income obligations	**30.2**	28.3	32.0
Equity securities, including commingled equity funds	**38.6**	41.3	38.0
Commingled risk-parity funds	**9.6**	8.9	10.0
Alternative investments	**19.6**	16.4	19.0
	100.0%	100.0%	100.0%

Target allocations generally have permitted variances of plus/minus five points.

11. Postretirement Benefits Other Than Pensions

Certain employees are covered by the North Shore-Long Island Jewish Health System Retiree Medical and Life Insurance Plan (the NS-LIJ Plan) and other postretirement benefit plans other than pensions. Effective December 31, 2013, the Huntington Hospital Retiree Medical Plan was merged into the NS-LIJ Plan.

The NS-LIJ Plan is contributory with a 2% per year service subsidy up to 30 years (maximum 60%) for non-union employees hired prior to January 1, 2001. The subsidy for future retirees is as follows: for pre-65 retirees, a 2% per year service subsidy for years of service through 2000 and a 1% per year service subsidy for years of service for 2001 and thereafter, up to 30 years. For post-65 retirees, a 1% per year service subsidy for years of service through 2000 and a 0.5% per year service subsidy for years of service for 2001 and thereafter, up to 30 years. For non-union employees hired after January 1, 2001, the NS-LIJ Plan provides a defined dollar benefit subsidy of $2,500 per year prior to age 65 and $1,000 per year age 65 and later. To be eligible for the medical benefits, the employee must be at least 55 years old and be employed for at least fifteen years or after age 65, be employed for at least five years. Only pre-1994 retirees are eligible for the life insurance benefits. The life insurance benefit is not available to active employees. The NS-LIJ Plan is unfunded.

The early retirement program offered to certain employees in 2013 (see Note 2) included an enhanced retiree medical benefit for those eligible employees between the ages of 62 and 65. The NS-LIJ Plan benefit obligation at December 31, 2013 included a one-time charge for the value of these medical benefits for the employees who accepted the offer.

11. Postretirement Benefits Other Than Pensions (continued)

The following tables provide a reconciliation of the changes in the plans' benefit obligations and fair value of plan assets for the years ended December 31, 2014 and 2013 and a statement of the funded status of the plans as of December 31, 2014 and 2013:

	2014	2013
Reconciliation of the benefit obligation		
Obligation at January 1	$ 48,772	$ 52,860
Service cost	826	1,212
Interest cost	2,381	2,204
Plan participants' contributions	2,383	2,349
Actuarial loss (gain)	11,625	(10,912)
Benefit payments	(7,471)	(3,935)
Federal subsidy on benefits paid	269	317
Early retirement program benefits	–	4,677
Obligation at December 31	$ 58,785	$ 48,772
Reconciliation of fair value of plan assets		
Fair value of plan assets at January 1	$ –	$ –
Employer contributions	5,088	1,586
Plan participants' contributions	2,383	2,349
Benefit payments	(7,471)	(3,935)
Fair value of plan assets at December 31	$ –	$ –
Funded status		
Funded status at December 31	$ (58,785)	$ (48,772)

The current portion of accrued retirement benefits related to the plans, included in accrued salaries and related benefits in the accompanying consolidated statements of financial position, is $3,645 and $4,791 at December 31, 2014 and 2013, respectively.

11. Postretirement Benefits Other Than Pensions (continued)

The actuarial loss in 2014 is primarily due to a decrease in the discount rate and a change in the mortality table, partially offset by favorable demographic and claims experience. The actuarial gain in 2013 is primarily due to an increase in the discount rate and favorable demographic and claims experience.

The following table provides the components of the net periodic benefit (credit) cost for the plans for the years ended December 31, 2014 and 2013:

	2014	2013
Service cost	$ 826	$ 1,212
Interest cost on benefit obligation	2,381	2,204
Amortization of net gain	(2,394)	(1,603)
Amortization of prior service credit	(1,731)	(1,731)
Net periodic benefit (credit) cost	$ (918)	$ 82

Assumptions

The range of weighted-average discount rates used in the measurement of benefit obligations for the plans was 3.75% to 4.25% and 4.40% to 5.15% at December 31, 2014 and 2013, respectively. The range of weighted-average discount rates used in the measurement of net periodic benefit (credit) cost for the plans was 4.40% to 5.15% and 3.55% to 4.15% for 2014 and 2013, respectively.

Assumed Health Care Cost Trends

The assumed health care cost trend rates used in measuring the postretirement benefit obligation for the plans for 2014 and 2013 are as follows:

	2014	2013
Health care cost trend rate assumed for next year	7.00%	7.00%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	5.00%	5.00%
Year that the rate reaches the ultimate trend rate	2022	2017

11. Postretirement Benefits Other Than Pensions (continued)

Assumed health care cost trend rates have a significant effect on the amounts reported. A 1% change in assumed health care cost trend rates would have the following effects on the plans:

	2014		2013	
	1% Increase	1% Decrease	1% Increase	1% Decrease
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	$ 224	$ (189)	$ 246	$ (205)
Effect on the health care component of the postretirement benefit obligation	4,768	(3,992)	3,922	(3,325)

Estimated Future Benefit Payments

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

2015	$ 4,053
2016	3,238
2017	2,702
2018	2,871
2019	3,010
2020 to 2024	16,101

Prescription Drug Benefits

The Medicare Prescription Drug, Improvement and Modernization Act of 2003 provides for a prescription drug benefit under Medicare (Medicare Part D), as well as a federal subsidy to sponsors of retiree health care benefit plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. The subsidy did not have a material impact on net postretirement benefit cost for the 2014 and 2013 plan years.

11. Postretirement Benefits Other Than Pensions (continued)

Expected federal subsidies to be received in future years for the plans are as follows:

2015	$ 361
2016	414
2017	429
2018	386
2019	349
2020 to 2024	1,668

12. Malpractice and Other Insurance Liabilities

Malpractice

The System provides for potential medical malpractice losses through a combination of a self-insurance program and purchased primary and excess insurance, on both a claims-made and occurrence basis, as follows:

Primary Insurance Coverage

Effective January 2003, the System purchases primary malpractice insurance on an occurrence basis. The policy provides coverage with limits of $1,000 per claim and a $50,000 annual policy in the aggregate through 2009. Effective January 2010, the program retained $750 of the primary coverage per indemnity claim, while aggregate limits increased to $60,000. Effective January 2013, the retention level increased to $900 per claim.

From January 1, 1997 to December 31, 2002, the System's hospitals primarily participated in a combined insurance program, which provided coverage on a claims-made basis. In December 2002, the System purchased a tail insurance policy to cover unreported occurrences from these prior claims-made policy periods.

The estimated undiscounted liability for the retained primary coverage and losses in excess of the primary aggregate at December 31, 2014 and 2013 was $447,291 and $393,322, respectively. At December 31, 2014 and 2013, the liability is recorded at the actuarially determined present value of $412,183 and $359,971, respectively, based on a discount rate of 2.0%. Malpractice and other insurance liabilities are discounted based on the expected timing of the actuarially estimated future claim payments under the programs, using a risk-free rate. Such estimates are reviewed and updated on an annual basis.

12. Malpractice and Other Insurance Liabilities (continued)

Excess Insurance Coverage

Regional Insurance covers excess malpractice losses above the primary per claim limit, on a claims-made basis. Regional Insurance purchases reinsurance coverage for certain excess coverage layers. Reinsurance balances recoverable, included in other assets in the accompanying consolidated statements of financial position, are $22,216 and $19,182 at December 31, 2014 and 2013, respectively.

Regional Insurance's estimated undiscounted reserves for losses and loss expenses outstanding at December 31, 2014 and 2013 were $310,470 and $333,459, respectively, and are recorded at the actuarially determined present value of $283,097 and $303,515, respectively, based on a discount rate of 2.0%.

The estimated undiscounted incurred but not reported liability for claims in excess of primary layers at December 31, 2014 and 2013 was $94,734 and $91,244, respectively, and is recorded at the actuarially determined present value of $81,208 and $78,499, respectively, based on a discount rate of 2.0%.

Self-Insurance Coverage

For certain years, certain System hospitals were covered for malpractice claims under self-insured arrangements. For self-insured claims and incidents, the System has accrued $1,100 at both December 31, 2014 and 2013, based on actuarial determinations and other analyses, as its best estimates of the ultimate cost of such losses.

RRG provides medical malpractice coverage to certain employed and voluntary physicians affiliated with the System. RRG's liability for insured losses and related expenses was $17,539 and $13,117 at December 31, 2014 and 2013, respectively. RRG purchases reinsurance for certain layers of coverage. Reinsurance balances recoverable, included in other assets in the accompanying consolidated statements of financial position, are $6,687 and $3,390 at December 31, 2014 and 2013, respectively.

12. Malpractice and Other Insurance Liabilities (continued)

Malpractice claims have been asserted against the System by various claimants. These claims are in various stages of processing, and some may ultimately be brought to trial. There are known incidents that have occurred through December 31, 2014 that may result in the assertion of additional claims, and other claims may be asserted arising from services provided to patients in the past. It is the opinion of the System's management that adequate insurance, including self-insurance, and malpractice reserves are being maintained to cover potential malpractice losses.

Workers' Compensation

In June 2013, the System changed its workers' compensation insurance program from a guaranteed cost program to a high deductible program with a $1,000 per claim retention level. Effective July 2013, the employees of Lenox and The Long Island Home became covered under the System's high deductible program. At December 31, 2014 and 2013, the liability for retained losses under this program was recorded at the actuarially determined present value of $59,643 and $23,467, respectively, based on a discount rate of 2.0%.

Prior to joining the System's high deductible program, Lenox had a self-insured program for workers' compensation claims since 1979 that included excess insurance coverage for claims above certain amounts. At December 31, 2014 and 2013, the liability for the self-insured losses is recorded at the actuarially determined present value of $6,291 and $9,693, respectively, based on a discount rate of 2.0%.

The Long Island Home participated in a self-insurance trust (the Trust) administered through the New York Association of Homes and Services for the Aging, along with other New York not-for-profit facilities to provide its workers' compensation insurance. The Trust provides a retrospectively rated insurance policy to its policy holders. The Long Island Home resigned from the Trust effective June 30, 2011. Effective December 31, 2011, the Trust ceased operations and is currently in a run-off phase. Under the terms of the Trust, the policy holders are responsible for the obligations of the Trust until all claims are fully matured. At December 31, 2014 and 2013, a liability for retrospective premium adjustments is recorded at the actuarially determined present value of $1,482 and $1,792, respectively.

13. Other Operating Revenue

Other operating revenue consists of the following for the years ended December 31, 2014 and 2013:

	2014	2013
Grants and contracts	$ 83,532	$ 78,285
Laboratory and other ancillary services	153,382	129,624
Electronic Health Record meaningful use revenue	23,597	19,702
Health plan risk pool distributions	22,517	13,591
Group purchasing rebates	9,695	9,013
Miscellaneous	31,130	30,277
Investment income (see Note 3)	8,064	–
Rental income	15,432	16,420
Cafeteria sales and vending machines	12,645	12,641
Insurance recoveries	–	6,155
Parking garage	5,136	4,670
Telephone and television	314	549
Resident rotations	1,930	2,379
	$ 367,374	$ 323,306

14. Net Assets

Temporarily restricted net assets at December 31, 2014 and 2013 are available for the following health care services:

	2014	2013
Teaching, research, training, and other	$ 220,331	$ 221,563
Major modernization and purchases of equipment	136,796	124,483
	$ 357,127	$ 346,046

14. Net Assets (continued)

The System follows the requirements of the New York Prudent Management of Institutional Funds Act (NYPMIFA) as they relate to its permanently restricted endowments. The System has interpreted NYPMIFA as requiring the preservation of the fair value of the original gift, as of the gift date, of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the System classifies as permanently restricted net assets the original value of gifts donated to the permanent endowment funds.

The System's endowments consist of donor-restricted funds established for a variety of purposes. As required by U.S. generally accepted accounting principles, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The System requires the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the System classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment funds that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure. The System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purpose of the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, and (6) the investment policies of the System.

14. Net Assets (continued)

The System's investment and spending policies for endowment assets seek to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the System must hold in perpetuity or for a donor-specified term. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that expects to generate an average annual return in excess of 5.0%. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, the System relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The System targets a diversified asset allocation that consists of equities, fixed income and alternative investments.

The System has a policy of appropriating for distribution each year, no more than a 5% return on its endowment funds' corpus. In establishing this policy, the System considered the long-term expected return on its endowments.

For the year ended December 31, 2014, the System had the following endowment-related activities:

	2014		
	Temporarily Restricted	Permanently Restricted	Total
Endowment balance, beginning of year	$ 31,693	$ 134,475	$ 166,168
Investment return:			
Investment income	8,834	–	8,834
Net depreciation	(2,314)	–	(2,314)
Total investment return	6,520	–	6,520
Contributions	–	1,237	1,237
Amounts appropriated for expenditure	(4,563)	–	(4,563)
Net change in endowment funds	1,957	1,237	3,194
Endowment balance, end of year	$ 33,650	$ 135,712	$ 169,362

14. Net Assets (continued)

For the year ended December 31, 2013, the System had the following endowment-related activities:

	2013		
	Temporarily Restricted	Permanently Restricted	Total
Endowment balance, beginning of year	$ 16,524	$ 128,911	$ 145,435
Investment return:			
Investment income	8,904	–	8,904
Net appreciation	11,537	–	11,537
Total investment return	20,441	–	20,441
Contributions	–	5,564	5,564
Amounts appropriated for expenditure	(5,272)	–	(5,272)
Net change in endowment funds	15,169	5,564	20,733
Endowment balance, end of year	$ 31,693	$ 134,475	$ 166,168

From time to time, due to unfavorable market fluctuations, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the System to retain as a fund of perpetual duration. The individual donor-restricted endowment funds with deficiencies will retain future income and appreciation to restore the required fair value of the assets. There was no such deficiency as of December 31, 2014 and 2013.

15. Commitments and Contingencies

LIJMC was the only entity within the System that held minority ownership interests in captive and commercial insurance companies (the FOJP Companies) affiliated with a pooled insurance program (the FOJP program) through December 31, 2010. LIJMC has not purchased insurance from the FOJP Companies since 1998. LIJMC's ownership interests ranged from 1.3% to 17.6%, and LIJMC accounted for its interests using the equity method of accounting. LIJMC has been informed that sometime in 2014, the FOJP program and the various affiliated captive insurance companies began an internal review of several insurance regulatory and related matters that had come to the attention of the FOJP Companies' management, and thereafter reported the preliminary results of the internal review to the New York State Department of Financial Services (DFS), the primary State insurance regulator. LIJMC has also been informed that DFS has initiated its own review of this matter and that the period under review extends to the time period in which LIJMC maintained its ownership interest in the FOJP Companies. As of December 31, 2014, it is not possible to predict the final outcome of the DFS review or any review that other regulators might undertake in connection with this matter. However, the System reserved approximately $14,900 for a note receivable from the sale of LIJMC's minority interest in the FOJP Companies and its share of an investment trust related to the FOJP program, which is included in other non-operating gains and losses in the consolidated statement of operations for the year ended December 31, 2014. It is possible that an adverse outcome with respect to this matter could have an additional impact on the System's consolidated financial statements, although such outcome cannot be estimated at this time.

Litigation and Claims

The System is involved in litigation and claims which are not considered unusual to the System's business. While the ultimate outcome of these lawsuits cannot be determined at this time, it is the opinion of management that the ultimate resolution of these claims will not have a material adverse effect on the accompanying consolidated financial statements.

15. Commitments and Contingencies (continued)

Operating Leases

The System leases certain office facility space, patient care facility space and equipment under operating leases that have initial or remaining noncancelable terms in excess of one year. Aggregate minimum operating lease payments are amortized on the straight-line basis over the terms of the respective leases. Rent expense under such leases was $89,025 and $78,330 for 2014 and 2013, respectively.

Future minimum lease payments under noncancelable operating leases with terms of one year or more are as follows:

2015	$ 76,131
2016	73,576
2017	67,783
2018	61,502
2019	53,477
Thereafter	293,042

Collective Bargaining Agreements

At December 31, 2014, approximately 38% of the System's employees are union employees who are covered under the terms of various collective bargaining agreements. Certain collective bargaining agreements, which represent approximately 27% of union employees (10% of total employees), have expired, or will expire, within the next year and are currently being renegotiated.

15. Commitments and Contingencies (continued)

Letters of Credit

Two commercial banks are providing a total of $57,815 in commitments to provide letters of credit to replace debt service reserve funds for certain Obligated Group bond issues. At December 31, 2014, $37,433 in secured irrevocable direct-pay letters of credit were maintained with these banks, replacing various debt service reserve funds, and $20,382 of the commitments remained available for future letters of credit.

As a result of the 2013 change in the workers' compensation insurance program (see Note 12), three commercial banks are providing a total of $164,900 in commitments, solely to support letters of credit required for the high deductible program. At December 31, 2014, $41,376 in secured irrevocable direct-pay letters of credit were maintained with one of the banks for the high deductible workers' compensation insurance program and $123,524 of the commitments remain available for future letters of credit.

Other Commitments

In 2008, Hofstra University (the University) and the System entered into a joint academic agreement to work in close collaboration in the development of a medical school, known as the Hofstra North Shore-LIJ School of Medicine (the Medical School), at the University, while remaining as separate corporations with separate governance. In 2010, the Medical School received preliminary accreditation from the Liaison Committee on Medical Education and in February 2015 was granted full accreditation. The System has agreed to reimburse the University for a portion of the Medical School's annual costs each year through June 30, 2017 in an aggregate amount of up to $50,000. Reimbursement payments after June 30, 2017 will be a minimum of $5,000 for each academic year, with amounts indexed to the Medical School tuition. Reimbursement payments are contingent upon annual approval by the boards of the System and the University. The System shall not advance funds to the University that have not yet been spent in connection with the Medical School. To date, the System has recorded approximately $37,500 of these costs related to the Medical School. The System also provides $2,000 annually for funding of Medical School scholarships and up to $2,000 annually for funding of student loans, with amounts indexed to the Medical School tuition.

15. Commitments and Contingencies (continued)

In the normal course of business, the System enters into multi-year contracts with vendors, suppliers and service providers for goods or services to be provided to the System. Under the terms of such agreements, the System may be contingently liable for termination or other fees in the event of contract termination or default. The System does not believe that such contingent liabilities, should they become due, would have a material impact on the System's consolidated financial position.

16. Subsequent Events

Management has evaluated the impact of subsequent events through April 17, 2015 representing the date at which the consolidated financial statements were issued. No events, aside from the acquisition of Phelps and NWH disclosed in Note 1, the debt transactions disclosed in Note 7, and the full accreditation of the Medical School disclosed in Note 15, have occurred that require disclosure in, or adjustment to, the consolidated financial statements.

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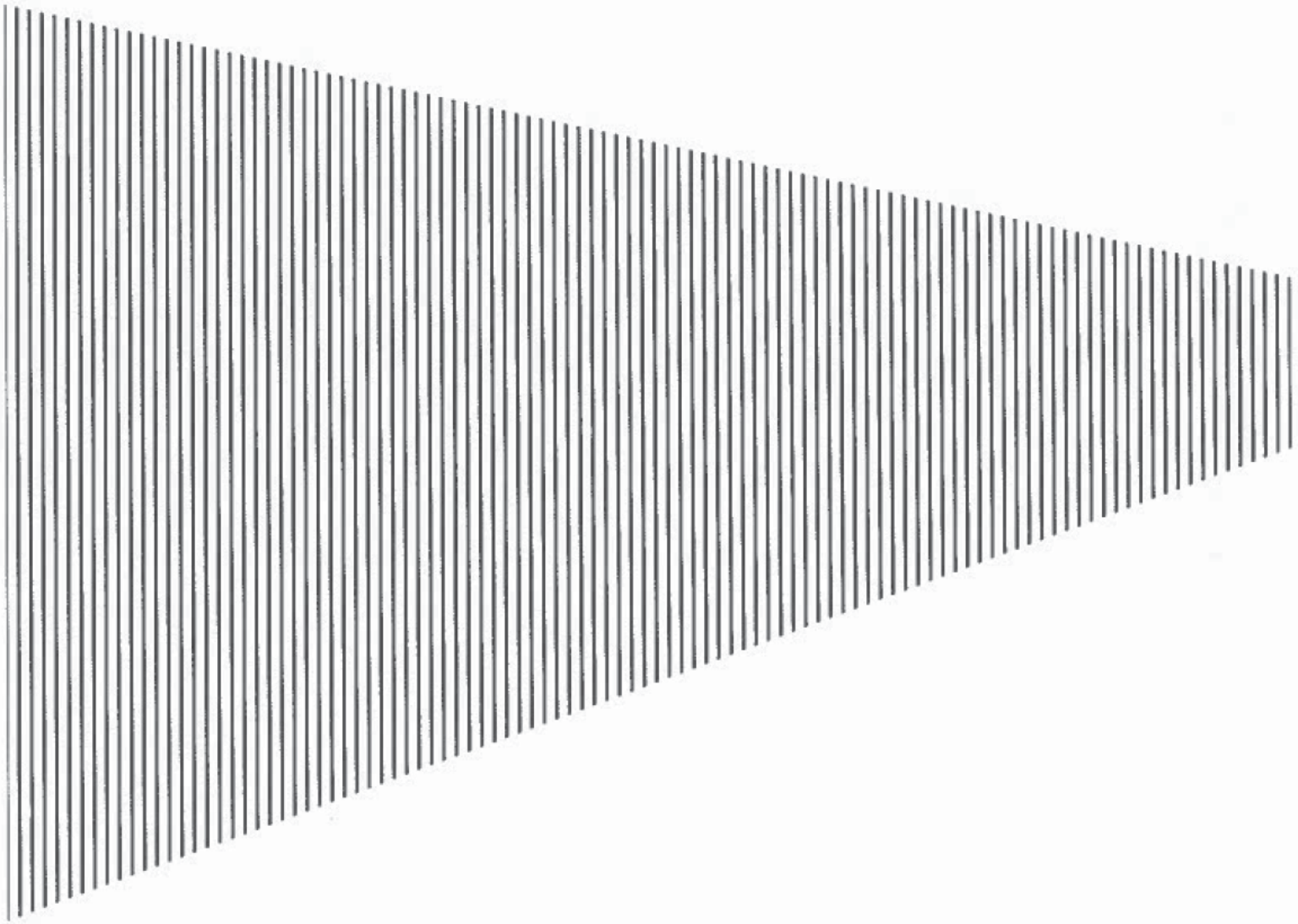

ATTACHMENT J – STAFFING PLAN

Response to Item 91, Medical Marijuana Program

Application for Registration as a Registered Organization.

Attachment "J": a staffing plan for staff involved in activities related to the cultivation of marihuana, the manufacturing and/or dispensing of approved medical marihuana products **and/or staff with oversight responsibilities for such activities, which shall include:**

(i) a senior staff member with a minimum of one (1) year experience in good agricultural practices (GAP);

(ii) a quality assurance officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures;

(iii) a requirement that all staff be twenty-one (21) years of age or older;

(iv) a requirement that all staff involved in the manufacturing be trained in and conform to general sanitary practices; and

(v) policies and procedures to ensure that the proposed registered organization shall not employ anyone who would come in contact with or handle medical marihuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law.

CONTENTS OVERVIEW:

1. **ORGANIZATION CHART** – indicating staff with oversight responsibilities of employees handling activities related to the cultivation of marihuana, the manufacturing and/or dispensing of approved medical marihuana products

2. **PERSONNEL POLICIES** – relating to hiring and General Sanitation Training for employees engaged in the manufacturing processes.

3. **STAFFING PLAN** - for all employees handling activities related to the cultivation of marihuana, the manufacturing and or/dispensing of approved medical marihuana products.

4. **TOTAL STAFF NEEDED** - total staffing needs for the organization

5. **ADDENDA** – forms and reports referenced in this document

ORGANIZATION CHART 5
OFFICERS 8
Chief Executive Officer 8
Chief Financial Officer 9
Chief Operating Officer 10
Chief Medical Officer 11
Chief Security Officer / Chief Compliance Officer 13
Chief Development Officer 14
SECURITY, QUALITY ASSURANCE, COMPLIANCE 15
Quality Assurance Director 15
Security Director 15
Regulatory Compliance Director 16
FINANCE 16
Finance Director 16
Controller 16
DEPLOYMENT 17
Director of Deployment 17
MANUFACTURING 18
GM Manufacturing 18
MANUFACTURING - CULTIVATION 18
Cultivation Manager 18
Head Grower 19
Plant Caretakers (Need 4) 19
Assistant Grower 20
Harvest Supervisor 20
Trimmers (need 20) 21
Cultivation Packager 21
Cultivation Inventory Specialist 21
MANUFACTURING – PRODUCT MANUFACTURING 23
Product Manufacturing Manager 23
Extraction Supervisor 23
Manufacturing Supervisor 23
Process Chemist - Manufacturing 24
[redacted] *Technician* 24
[redacted] *Technician* 25
[redacted] *e Technician* 25
[redacted] *Filler* 25
[redacted] *Filler* 26
Packagers (need 3) 26
Manufacturing Inventory Specialist 26
MANUFACTURING - LABORATORY 27
Lab Manager 27
Analytical Chemist 27
Process Chemist - Extraction 28
Extraction Technician 28
Lab Assistants (need 2) 28
MANUFACTURING – ADMINISTRATION 29
Manufacturing Admin 29
Transportation/Delivery Manager 29
Delivery Drivers (need 2) 30

Purchasing *30*
Inventory Control Manager *31*
Cultivation Manufacturing Compliance Specialist *31*
Security Guard – Manufacturing *32*
DISPENSARIES 33
GM Dispensaries *33*
Regulatory/ Inventory Compliance Specialist *33*
DISPENSARY 1 34
Pharmacist (need 2/dispensary) *34*
Sales Staff (need 5) *34*
Security Guard – Dispensary (need 2/dispensary) *35*
DISPENSARY 2 35
Pharmacist (need 2/dispensary) *35*
Sales Staff (need 5) *36*
Security Guard – Dispensary (need 2/dispensary) *36*
DISPENSARY 3 37
Pharmacist (need 2/dispensary) *37*
Sales Staff (need 5) *37*
Security Guard – Dispensary (need 2/dispensary) *38*
DISPENSARY 4 38
Pharmacist (need 2/dispensary) *38*
Sales Staff (need 5) *39*
Security Guard – Dispensary (need 2/dispensary) *39*
STAFFING NEEDS 40
ADDENDA 41

Redacted pursuant to N.Y. Public Officers Law, Art. 6

PERSONNEL POLICY SECTIONS ON HIRING AND TRAINING

Employee Hiring Policy – Must be 21

- All staff shall be staff be twenty-one (21) years of age or older;
- All staff shall have the appropriate education, certifications, licensing, training and experience required to perform their job functions.

Employee change of status re: drug related felonies

- Pre Hire - All applicants will undergo a New York State Department of Criminal Justice fingerprint check to assure that the applicant has not has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the public health law.

- Post Hire - All employees must agree to immediately report to HR a felony conviction of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law. Employee will not return to work after said conviction. The company reserves the right to conduct additional background checks post hiring. Any employee who refuses any background check is subject to immediate termination.

Employee General Sanitation Practices -Manufacturing

- Pre hire - Prior to an employee reporting to work in the manufacturing facility (cultivation, extraction, product manufacturing, product packaging, etc), each employee is required to complete the company's "General Sanitary Practices" training program which includes the following:
    - No person with illness, or open/infected wounds is allowed to handle foods or food-contact surfaces.
    - [redacted]
    - Employees must wash hands properly after using the bathroom or handling any objects that may contaminate products, and before putting on disposable gloves.
    - Employees may not use tobacco, eat, or drink in cultivation or production areas.
    - Employees may not wear jewelry (other than secured wedding bands) that could contaminate the products.
    - Food, beverages, and medications must be stored in designated employee locker or storage areas.
    - Hand wash facilities and toilets must be kept functioning correctly and properly supplied.

- All employees completing the course will sign an acknowledgement that their failure to comply with the company's "General Sanitation Practices" will result in disciplinary action up to and

including termination.

Development of Specialized Training Programs for the Medical Marijuana Industry

If Silverpeak NY LLC is selected as a registered organization licensed to cultivate, manufacture and dispense medical marijuana therapies in the state of New York, Silverpeak NY, LLC, through its joint venture partner's affiliation with North Shore-LIJ Health System, is well positioned to educate its own workforce as well as the broader health provider community on medical marijuana. As it has done with the introduction of myriad novel therapies, North Shore-LIJ possesses the infrastructure, culture and technology to quickly disseminate clinical guidelines, compliance procedures and important knowledge across the organization in a timely and comprehensive manner.

Healthcare is an industry that is constantly in flux; the emergence of new research and regulations is the norm. To deliver on its mission of providing the highest-quality clinical care and patient experience to the community, North Shore-LIJ created the Center for Learning and Innovation (CLI) in 2002 to build a "learning organization." CLI enables the health system to anticipate and respond to changing trends by providing employees with career growth and lifelong learning opportunities. Led by faculty members who have accumulated more than 600 years of healthcare experience, CLI enhances the development of North Shore-LIJ employees through education, innovation and excellence. CLI is the largest corporate university in the healthcare industry: since its inception in 2002, total course attendance has surpassed 320,000 participants, and in 2014 alone, CLI offered more than 100 courses and accrued 280,443 learner hours. In 2013, CLI was named among the best corporate universities worldwide by the first Global Council of Corporate Universities, receiving silver in the category of "Best Innovative Corporate University."

In addition to traditional education, CLI's resources include sophisticated simulation laboratories, which have provided practical learning experiences to not only North Shore-LIJ employees, but also to community-based physicians, emergency medical services workers and other clinical professionals. Programs are customized to accommodate the need for education and training in new technologies, to meet the changing needs of existing programs and to complement the launching of new programs. For example, CLI was instrumental in providing staff with the educational/hands-on training needed to launch a new cardiac surgery program at Southside Hospital in Bay Shore, NY.

Another example of CLI's operational scope and impact occurred in 2009, when North Shore-LIJ spearheaded an initiative to improve the early diagnosis and prevention of sepsis, a life-threatening complication caused by infection. A task force of leading experts developed a series of new clinical practices that were then packaged in-house at CLI into a series of education courses, powered by our education technology platform, iLearn. CLI then delivered this sepsis prevention information and protocols to physicians, nurses and frontline staff. As a result of greater awareness, behavioral change and protocol adherence, North Shore-LIJ now has lowered its sepsis mortality rate by 50% since 2008. In recognition of that achievement, North Shore-LIJ recently received the 2014 John M. Eisenberg Award for Patient Safety and Quality from the National Quality Forum and The Joint Commission.

Through CLI, North Shore-LIJ has unmatched infrastructure, culture and technology to meet the educational needs pursuant to the enactment of New York's medical marijuana program.

OFFICERS	
Chief Executive Officer	
Name	Jordan Lewis
Reports to	Board of Directors
Job Function	In concert with the Board of Directors, establishes overall strategy and direction for the Company, as well as ensuring day-to-day excellence of operations.
Job Description	Lead and oversee implementation of the Company's long- and short-term plans. Act as liaison between management and the Board of Directors. Ensure the Company is appropriately organized and staffed. Assess the principal risks of the company and ensure these risks are monitored and managed. Ensure the Company has appropriate systems to conduct its activities, both lawfully and ethically.
Education / Licensing	Advanced medical degree
Work Experience	5+ years medical marijuana industry, proven ability to synthesize the dynamics of this emerging industry from a research perspective, a regulatory perspective, an operational perspective, and a financial perspective.
Shared Services	Shared services from Silverpeak NY's joint partner's affiliate, NSLIJ: **NSLIJ Strategic & Business Planning** • Utilizing highly developed research and analytic techniques and processes, members of this talented and accomplished team are experts in spotting emerging market needs and opportunities, identifying challenges, innovating strategic solutions and developing creative action plans. **NSLIJ Corporate Communications** • Our public relations and marketing team manages all external and internal communications on behalf of the health system, including media relations. Team members are highly experienced in dealing with members of local, regional and national news organizations, and assists in preparing administrators, physicians, researchers and other clinicians for media interviews and presentations at public events.
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review before the Board of Directors
Timeline - Onboarding	Immediate

Chief Financial Officer	
Name	Bill Mellenthin
Reports to	Chief Executive Officer
Job Function	Manages the financial health of the Company.
Job Description	Responsible for all financial operations of the organization. Including but not limited to financial services, reporting, analysis, financial statements, risk management, forecasting and budgeting, information technology, and legal services.
Shared Services	Shared services from Silverpeak NY's joint partner's affiliate, NSLIJ: **NSLIJ Information Services** • This team of nearly 1,200 information technology and clinical informatics professionals provides technology implementation and support services for the enterprise in the five boroughs of New York City, Long Island and Westchester County. **NSLIJ Risk Management** • The risk management division provides comprehensive risk services through a robust team of business risk, clinical risk and insurance professionals. They assist with risk assessments, real-time consultative services to high-risk events and with insurance planning, evaluation and implementation. **NSLIJ Financial Operations Services** • This multi-disciplinary team provides comprehensive services around accounts payable management, cash management, payroll, routine accounting and reporting, financial planning, business intelligence, and staff training and education for the entire enterprise. **NSLIJ Legal Services** • North Shore-LIJ's Legal Department provides comprehensive legal services to support the longitudinal range of system activities in New York State.
Education / Licensing	College accounting degree, CPA
Work Experience	10+ years of progressively increasing responsibilities in the areas of accounting/finance. Previous CFO experience preferred.
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review by the CEO.
Timeline - Onboarding	Immediate

Chief Operating Officer	
Name	Mike Woods
Reports to	Chief Executive Officer
Job Function	Responsible for the daily operations of the Company including manufacturing and sales.
Job Description	Responsible for assuring that all products adhere to the prescribed cannabinoid profile specifications throughout the manufacturing process, and that patients receive the products recommended to them by their practitioners in the recommended dosage. Responsible for overseeing all aspects of manufacturing, dispensary operations, and successful deployment of all new strategic initiatives, SOP updates, and regulatory compliance of all agencies.
Shared Services	Shared services from Silverpeak NY's joint partner's affiliate, **NSLIJ:** **NSLIJ Quality Management** • The Quality Management Team provides expertise in quality management and employs innovative strategies linking quality and financial performance, and develops and implements methodologies for enhancing organization performance. **NSLIJ People Management Services** • At the core of our People Management strategy is the ability to consistently implement and optimize practices across the enterprise, ensuring the alignment of organizational strategy with a high-performing workforce. The team also designs programs and solutions to ensure we acquire, retain and develop a high-performing workforce.
Education / Licensing	Bachelor's Degree with a focus in operation management and/or an MBA
Work Experience	10+ years experience in a senior management operations role with organizations that are experiencing rapid growth and change. 5+ years compliance/regulatory experience in public and private sectors.
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review by the CEO.
Timeline - Onboarding	Immediate

Chief Medical Officer	
Name	Thomas McGinn, MD, MPH
Reports to	Chief Executive Officer
Job Function	Manages the medical aspects of the Company, including staff pharmacists and their ongoing development and education.
Job Description	Oversee NSLIJ clinical trials relating to medical marijuana. Liaison with practitioners. Ensures ongoing education of pharmacists and front-line employees who are serving patients. Chairs the Quality Assurance/Performance Improvements Committee to address any findings from ad hoc response teams and develop plans for improvements to related systems.
Shared Services	Shared services from Silverpeak NY's joint partner's affiliate, **NSLIJ:** **NSLIJ Pharmacy Services** • The pharmacy team provides a wide range of both professional and service oriented resources. In addition to providing comprehensive pharmaceutical services at each inpatient facility, they operate Vivo Health Pharmacy, North Shore-LIJ's own outpatient retail pharmacy, which is focused on maintaining patients' health and wellness on an ongoing basis. **NSLIJ Learning Services & Corporate University** • The Center for Learning and Innovation (CLI), through continuous learning opportunities, assists health system employees in the development of knowledge, attitude and skills necessary to support their business. CLI has been accredited as an Authorized Provider by the International Association for Continuing Education and Training (IACET). **NSLIJ / Feinstein Institute for Medical Research** • The Feinstein Institute for Medical Research is the research branch of North Shore - LIJ **NSLIJ Quality Management** • The Quality Management Team provides expertise in quality management and employs innovative strategies linking quality and financial performance, and develops and implements methodologies for enhancing organization performance.
Education / Licensing	MD – State University of New York at Downstate, Medical Internship – Albert Einstein College of Medicine/Bronx Municipal Hospital Center, Residency – Albert Einstein College of Medicine/Bronx Municipal Hospital Center, Master of Public Health – Columbia University

Work Experience	Senior Vice President and Executive Director of the North Shore-LIJ Health System Medicine Service Line, taught, researched and worked in the area of academic general internal medicine with a focus on providing high quality health care in urban communities, mentors and promotes physician-scientist/educators, expert on evidence-based medicine (EBM), comparative effectiveness, and medical education, author of the CPRs chapter of the highly regarded JAMA series Users' Guides to the Medical Literature, has published nearly 100 articles with focus on clinical prediction of risk and decision-making in primary care.
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review by the CEO.
Timeline - Onboarding	Immediate

Chief Security Officer / Chief Compliance Officer	
Name	James Romagnoli
Reports to	Chief Executive Officer
Job Function	Supervise all security, regulatory compliance and actively participate in Quality/Performance Improvement.
Job Description	Develops overall security plan and ensures the plan is adhered to throughout the organization, including the manufacturing facility and all dispensaries. Ensures the requirements, standards of performance, and integrity for each of these areas are consistently met and that we adhere to NYCRR1004.5(b)(4)(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 marihuana...," including, but not limited to ensuring proper, safe, and secure dispensing of medical marijuana. Will receive product incident reports and oversee an internal response team to investigate patient complaints, returns, recalls, and adverse events; coordinate investigative efforts/recalls with the NY DOH.
Shared Services	Shared services from Silverpeak NY's joint partner's affiliate, **NSLIJ:** **NSLIJ Regulatory and Compliance** • The Office promotes an atmosphere of healthcare compliance and ethical conduct, and develops, implements and maintains exemplary compliance programs to prevent violations of law and policy.
Education / Licensing	College degree, or advanced college degree
Work Experience	14+ years in Security and Emergency Management in an officer/managerial role, 20+ years as police officer/detective with the City of New York
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review by the CEO.
Timeline - Onboarding	Immediate

Chief Development Officer	
Name	Adam Roy
Reports to	Chief Executive Officer
Job Function	Develop, manage, and evaluate real estate resources.
Job Description	Responsible for all real estate and property development projects. Evaluates real estate sites, coordinates site investigation reports, arranges architects, assures planning and zoning requirements are met. Secures contractors and oversees the construction process through to certificate of occupancy. Coordinates warranty work.
Shared Services	Shared services from Silverpeak NY's joint partner's affiliate, **NSLIJ:** **NSLIJ Physical Assets Management Team** provides resources in: • Managing a wide array of capital projects ranging from renovations and improvements of existing buildings, to ground-up construction of major facilities. The team is made up of architects, engineers and project managers with extensive experience in facility planning, capital budgeting, long range planning, project management, and design and construction services for building alternations, additions and new construction and ground improvements. **NSLIJ: Property Management** provides resources in: • Managing the daily needs of nearly five million square feet of property throughout the New York metropolitan area. This group manages tenant relationships, lease negotiations and client services for clinical, administrative and residential properties through a myriad of relationships, including owned buildings, gross leases, triple net leases and licensing agreements.
Education / Licensing	College degree, or advanced college degree
Work Experience	10+ years experience in real estate development, including real estate assessments, and coordination of architectural, zoning and planning, construction, and post-construction.
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review by the CEO.
Timeline - Onboarding	Immediate

SECURITY, QUALITY ASSURANCE, COMPLIANCE	
Quality Assurance Director	
Name	TBD
Reports to	Chief Security Officer / Chief Compliance Officer
Job Function	Quality
Job Description	Exercises oversight of the organization's practices and procedures that relate to 1004.5(b)(4)(iv) – "quality assurance plans, including but not limited to plans to detect, identify and prevent dispensing errors," and 1004.5(b)(4)(vi) – "a quality assurance program to track contamination incidents and document the investigated source of such incidents, and the appropriate corrective action(s) taken." Has documented training and experience in quality assurance and quality control procedures. Ensures that quality assurance programs are instituted and adhered to at critical control points in the cultivation and manufacturing/ processes and the chain of custody is documented and adhered to from seed to sale.
Education / Licensing	College degree, or advanced college degree
Work Experience	Minimum 1 year documented training and experience in quality assurance and quality control procedures.
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale training, security protocols, bio-security protocols training, quality assurance protocols training.
Method of Performance Evaluation	Annual performance review by the CSO/CCO.
Timeline – Onboarding	Immediate
Security Director	
Name	Joseph Mackey
Reports to	Chief Security Officer / Chief Compliance Officer
Job Function	Security
Job Description	Responsible for weekly security protocols and procedures checks. Handles all day-to-day security issues and concerns. Ensures all security protocols and procedures are followed at all times.
Education / Licensing	College degree, or advanced college degree
Work Experience	Minimum 5 years in supervisory capacity preferred
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale training, security protocols.
Method of Performance Evaluation	Annual performance review by the CSO/CCO.
Timeline – Onboarding	90 days prior to commencing cultivation operations

Regulatory Compliance Director	
Name	Michael Crosby
Reports to	Chief Security Officer / Chief Compliance Officer
Job Function	Security
Job Description	Responsible for weekly compliance audits, Seed-to-sale Software audits, conducting weekly training meetings for compliance issues and reporting.
Education / Licensing	College degree, or advanced college degree
Work Experience	Minimum 5 years in a position responsible for complying with public or private regulations
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale training, security protocols.
Method of Performance Evaluation	Annual performance review by the CSO/CCO.
Timeline – Onboarding	90 days prior to commencing cultivation operations

FINANCE	
Finance Director	
Name	TBD
Reports to	Chief Financial Officer
Job Function	Finance
Job Description	Responsible for managing analytics related to cost of sales, profit, business volumes, ROI financial, ect and the related reporting and communications thereof.
Education / Licensing	Bachelor's degree in finance or accounting, or equivalent business experience. Certified Public Accountant or Certified Management Accountant designations preferred.
Work Experience	Minimum 5+ years' of financial analysis experience including, managing the budgets, variances and forecasting.
Training Requirements	Continued education in financial analytics relevant to agricultural and sales practices
Method of Performance Evaluation	Annual performance review by the CFO.
Timeline – Onboarding	30 days after commencing agricultural operations
Controller	
Name	TBD
Reports to	Chief Financial Officer
Job Function	Finance

Job Description	Guides financial decisions by establishing, monitoring, and enforcing compliance with local LLA authorities' state and federal agencies from an accounting standpoint. Oversight of all book keeping activities and management of GL system. Responsible for reporting financial results of the organization and maintaining Financial Software.
Education / Licensing	Bachelor's degree in finance or accounting, or equivalent business experience. Certified Public Accountant or Certified Management Accountant designations preferred.
Work Experience	Minimum 5+ years' of financial analysis experience including, managing the budgets, variances and forecasting.
Training Requirements	Continued education in financial analytics relevant to agricultural and sales practices
Method of Performance Evaluation	Annual performance review by the CFO.
Timeline – Onboarding	Immediate

DEPLOYMENT	
Director of Deployment	
Name	TBD
Reports to	Chief Operating Officer
Job Function	Operations
Job Description	Ensures the deployment of strategic initiatives, SOP's, regulations, etc. results in the expected benefit realization. Develops the Installation Plan which summarizes the timelines for installing of hardware, software, etc. in concert with the various Managers, develops the Adoption Plan that defines the new expected behaviors, the means by which the new behaviors will be adopted, measured and monitored and sustained.
Education / Licensing	College degree, or advanced college degree
Work Experience	Minimum 3 years working in rapid growth environments, successfully developing and executing new or significantly revised policies, procedures, SOPs, etc.
Training Requirements	Training in NYDOH regulations and compliance
Method of Performance Evaluation	Annual performance review by the COO.
Timeline – Onboarding	Immediate

MANUFACTURING	
GM Manufacturing	
Name	TBD
Reports to	Chief Operating Officer
Job Function	Operations
Job Description	Responsible for proving consistent cannabinoid profiles in each stage of the manufacturing process including cultivation, extraction, and product manufacturing. Ensures operations are in compliance with 10NYCRR1004 and all DOH regulations. Ensures production and manufacturing schedules are balanced to meet anticipated patient demand. Ensures chain of custody and testing protocols are followed during every stage of the manufacturing process. Ensures transportation of product between locations is done in accordance with 10NYCRR1004. Ensures waste and product which fails testing standards is disposed of in accordance with company's waste disposal SOP. Ensures a training and development plan is in place for employees. Ensures Cultivation Manager, Product Manufacturing Manager, and Lab Manager are properly performing their duties as outlined in the staffing plan.
Education / Licensing	College degree, or advanced college degree
Work Experience	Minimum 7-10 years working in a manufacturing environment with supervisory experience
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale software training
Method of Performance Evaluation	Annual performance review by the COO.
Timeline - Onboarding	90 days before commencing cultivation operations

MANUFACTURING - CULTIVATION	
Cultivation Manager	
Name	Paul Zimmerman
Reports to	GM Manufacturing
Job Function	Operations
Job Description	Responsible for overseeing all facets of cultivation from seedlings to packaging of flower and trim and development of cultivation employees. Ensures that all cultivation SOP's, testing protocols, inventory control protocols, and NY MJ regulations are followed. Must have more than one year experience in Good Agricultural Practices.
Education / Licensing	College degree, or advanced degree in Horticulture
Work Experience	Minimum 7-10 years managerial experience in large scale production of botanicals, minimum 3 years specializing in cannabis preferred

Training Requirements	Training in NYDOH regulations and compliance, 3 months on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the GM Manufacturing.
Timeline - Onboarding	180 days prior to commencing cultivation operations
Head Grower	
Name	Steve Garner
Reports to	Cultivation Manager
Job Function	Operations
Job Description	Create and maintain a production schedule that will ensure an adequate 12-month supply of product to manufacturing. Direct Harvest Manager on when brands need to be harvested. Maintain plants including watering, fertilizing, pruning, and propagation. Maintain greenhouse facility, including installation, maintenance, and repair of specialized heating, climate control, ventilation, irrigation and/or other equipment. Maintain records and reports as required.
Education / Licensing	College degree, or advanced degree in Horticulture
Work Experience	Minimum 5 years' experience in large scale production of botanicals, minimum 1 year specializing in cannabis preferred, minimum 3 years supervisory experience
Training Requirements	Training in NYDOH regulations and compliance, 3 months on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols, Good Agricultural Practices training.
Method of Performance Evaluation	Annual performance review by the Cultivation Manager.
Timeline - Onboarding	180 days prior to commencing cultivation operations
Plant Caretakers (Need 4)	
Name	TBD
Reports to	Assistant Grower
Job Function	Operations
Job Description	Plant expert responsible for maintaining plant health including nutrition delivery and ensuring inventory requirements are met.
Education / Licensing	Minimum associates degree preferred
Work Experience	Minimum 2 years of caring for plants in a large-scale production environment.
Training Requirements	Training in NYDOH regulations and compliance, training in Cultivation SOPs, bio-security protocols training, security protocols, Good Agricultural Practices training.
Method of Performance Evaluation	Annual performance review by the Head Grower.
Timeline - Onboarding	90 days prior to commencing cultivation operations

Assistant Grower	
Name	Chase Russell
Reports to	Cultivation Manager
Job Function	Operations
Job Description	Responsible for health, safety, and cleanliness of the crop. Executes Head Grower's production schedule. Monitors all watering, feeding, lighting, and other environmental conditions for the plants. Responsible for maintaining all systems and logs of same.
Education / Licensing	College degree, or advanced degree in Horticulture
Work Experience	Minimum 3 years experience in large scale production of botanicals, minimum 1 year specializing in cannabis preferred, minimum 1 year supervisory experience
Training Requirements	Training in NYDOH regulations and compliance, 3 months on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols, Good Agricultural Practices training.
Method of Performance Evaluation	Annual performance review by the Cultivation Manager.
Timeline - Onboarding	180 days prior to commencing cultivation operations
Harvest Supervisor	
Name	Bryan Procuk
Reports to	Cultivation Manager
Job Function	Operations
Job Description	Responsible for harvest - including all equipment, harvest team members, supplies, etc. anything necessary for successful harvest. Manages procedures for ensuring the proper brand is being processed correctly from cut down to packaging. Seed-to-sale software is timely and accurate. Enforce bio security protocol. Ensure compliance with all regulations.
Education / Licensing	College degree
Work Experience	Minimum 5 years experience in developing and managing processes and production
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale software training, bio-security protocols training, security protocols, Good Agricultural Practices training.
Method of Performance Evaluation	Annual performance review by the Cultivation Manager.
Timeline - Onboarding	180 days prior to commencing cultivation operations

Trimmers (need 20)	
Name	TBD
Reports to	Harvest Supervisor
Job Function	Operations
Job Description	Responsible for harvesting plants. Ensures proper de-boning and de-fanning of plants and proper plant handling.
Education / Licensing	Minimum associates degree preferred
Work Experience	Previous work that demonstrates ability to stay focused. Strong hand-eye coordination skills.
Training Requirements	Training in NYDOH regulations and compliance, training in Cultivation SOPs, bio-security protocols training, security protocols, Good Agricultural Practices training.
Method of Performance Evaluation	Annual performance review by the Harvest Manager.
Timeline - Onboarding	30 days after commencing cultivation operations
Cultivation Packager	
Name	TBD
Reports to	Cultivation Manager
Job Function	Operations
Job Description	Responsible for proper dry cure and packaging of plants. Ensures quality assurance-proper plant grading, handling, packaging and labeling. Prepares shipments and completes manifests.
Education / Licensing	Minimum associates degree preferred
Work Experience	Previous work that demonstrates ability to stay focused. Strong hand-eye coordination skills.
Training Requirements	Training in NYDOH regulations and compliance, training in Cultivation SOPs, bio-security protocols training, security protocols, Good Agricultural Practices training.
Method of Performance Evaluation	Annual performance review by the Cultivation Manager.
Timeline - Onboarding	30 days after commencing cultivation operations
Cultivation Inventory Specialist	
Name	TBD
Reports to	Cultivation Manager
Job Function	Operations
Job Description	Responsible for maintaining compliant inventory levels and ensuring Seed-to-sale inventory software data is accurately recorded and up to date. This includes plant inventory level at each stage, as well as packaging and sales data. Conduct daily physical inventory reconciliation and maintain and generate complete reporting and record keeping.
Education / Licensing	College degree

Work Experience	Minimum 3+ year's in accounting/inventory control, strong computer and analysis skills
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Cultivation Manager.
Timeline - Onboarding	180 days prior to commencing cultivation operations

MANUFACTURING – PRODUCT MANUFACTURING	
Product Manufacturing Manager	
Name	TBD
Reports to	GM Manufacturing
Job Function	Operations
Job Description	Responsible for overseeing all facets of manufacturing including extraction, manufacture of various products, packaging, testing, and inventory control. Ensures all manufacturing NY regulations are followed.
Education / Licensing	College degree, Engineering/Science degree preferred
Work Experience	Minimum 5 years' experience in a lab operations or pharmacology/hospital administration.
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the GM Manufacturing.
Timeline - Onboarding	90-150 days prior to commencing manufacturing operations
Extraction Supervisor	
Name	TBD
Reports to	Product Manufacturing Manager
Job Function	Manufacturing
Job Description	Supervise all extraction processes to ensure consistent quality standards and on-time deliverables. Compliance oversight.
Education / Licensing	College degree, Engineering/Science degree preferred
Work Experience	Minimum 7-10 years' experience in a lab operations or pharmacology/hospital administration.
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Product Manufacturing Manager.
Timeline - Onboarding	60-90 days prior to commencing manufacturing operations
Manufacturing Supervisor	
Name	TBD
Reports to	Product Manufacturing Manager
Job Function	Manufacturing
Job Description	Manages daily operations of production workflow. Hires and fires. General oversight of all processes. Stays up to date on all rules, regulations, and protocols. Introduces new processes or technologies. Trains employees.
Education / Licensing	College degree, Engineering/Science degree preferred

Work Experience	Minimum 7-10 years' experience in a lab operations or pharmacology/hospital administration.
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Product Manufacturing Manager.
Timeline - Onboarding	60-90 days prior commencing manufacturing operations
Process Chemist - Manufacturing	
Name	TBD
Reports to	Manufacturing Supervisor
Job Function	Manufacturing
Job Description	Ensure specific ingredients, further purification and homogenization needs specific to products. Runs all lab testing processes.
Education / Licensing	College graduate with degree in chemistry.
Work Experience	Must have minimum 2 years lab experience, background in chromatography.
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	60-90 days prior commencing manufacturing operations
[redacted] **Technician**	
Name	TBD
Reports to	Process Chemist
Job Function	Manufacturing
Job Description	Ensure weights and measures and compliance with gelcap production, equipment maintenance. Oversight of gel cap production process.
Education / Licensing	Associates degree
Work Experience	2 year science background in pharmaceutical dispensing or laboratory work
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	60-90 days prior commencing manufacturing operations

[redacted] Technician	
Name	TBD
Reports to	Process Chemist
Job Function	Manufacturing
Job Description	Ensure weights and measures and compliance with syringe production, equipment maintenance. Oversight of syringe production process.
Education / Licensing	Associates degree
Work Experience	2 year science background in pharmaceutical dispensing or laboratory work
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	60-90 days prior commencing manufacturing operations
[redacted] Technician	
Name	TBD
Reports to	Process Chemist
Job Function	Manufacturing
Job Description	Ensure weights and measures and compliance with tinctures, equipment maintenance. Oversight of tincture production process.
Education / Licensing	Associates degree
Work Experience	2 year science background in pharmaceutical dispensing or laboratory work
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	60-90 days prior commencing manufacturing operations
[redacted] Filler	
Name	TBD
Reports to	Gel Cap Technician
Job Function	Manufacturing
Job Description	Fills gelcaps and maintains stock. Maintains filling machine.
Education / Licensing	Associates degree
Work Experience	Clean record with food service/machinery experience
Training Requirements	Training in NYDOH regulations and compliance, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	7 days prior commencing manufacturing operations

[redacted] Filler	
Name	TBD
Reports to	Syringe Technician
Job Function	Manufacturing
Job Description	Fills syringes and tinctures, runs and maintains relative machines.
Education / Licensing	Associates degree
Work Experience	Clean record with food service/machinery experience
Training Requirements	Training in NYDOH regulations and compliance, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	7 days prior commencing manufacturing operations
Packagers (need 3)	
Name	TBD
Reports to	Manufacturing Supervisor
Job Function	Manufacturing
Job Description	Final packaging, securing of packaging through inventory
Education / Licensing	Associates degree
Work Experience	Attention to detail, experience on manufacturing line
Training Requirements	Training in NYDOH regulations and compliance, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Supervisor.
Timeline - Onboarding	7 days prior commencing manufacturing operations
Manufacturing Inventory Specialist	
Name	TBD
Reports to	Product Manufacturing Manager
Job Function	Manufacturing
Job Description	Responsible for maintaining compliant package product inventory records and ensuring Seed-to-Sale inventory system is accurate and up to date. Conduct daily physical inventory reconciliation and maintain and generate complete reporting and record keeping. Receives and inspects product ensuring accurate weights, measures, and handoffs. Knows and understands brand types. Loads product off and on trucks. Manages chain of custody during intake and outtake.
Education / Licensing	College degree
Work Experience	Minimum 3+ year's pharmaceutical lab/manufacturing experience.
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Product Manufacturing Manager.

Timeline - Onboarding	45-60 days prior to commencing manufacturing operations

MANUFACTURING - LABORATORY	
Lab Manager	
Name	TBD
Reports to	GM Manufacturing
Job Function	Operations
Job Description	Monitors fulfillment of consumables, ensures production time, expedites priorities in lab, oversees all lab operations and personnel, attends conferences, publishes and writes papers. Establishes and details methods for analysis of extraction process and cannabinoids and formulation of medicines. Oversight of all analytical processes and process chemist. Maintains machines, equipment, lab workstations.
Education / Licensing	PhD in chemistry preferred, concentration in chromatography.
Work Experience	Minimum 5 years' experience in a lab operations or pharmacology/hospital administration.
Training Requirements	Training in NYDOH regulations and compliance, 1 month on-the-job training in our Colorado facilities, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the GM Manufacturing.
Timeline - Onboarding	60-90 days prior to commencing manufacturing operations
Analytical Chemist	
Name	TBD
Reports to	Lab Manager
Job Function	Operations
Job Description	Establishes and details methods for analysis of extraction process and cannabinoids and formulation of medicines. Oversight of all analytical processes and process chemist. Maintains machines, equipment, lab workstations.
Education / Licensing	PhD in chemistry preferred, concentration in chromatography.
Work Experience	Minimum 5 years field experience.
Training Requirements	Training in NYDOH regulations and compliance, laboratory SOPs, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Lab Manager.
Timeline - Onboarding	30 days prior to commencing manufacturing operations

Process Chemist - Extraction	
Name	TBD
Reports to	Analytical Chemist
Job Function	Operations
Job Description	Performs purification methods on cannabis products, right hand man to the analytical chemist. Runs all lab testing processes and helps take care of machines, opening/closing duties.
Education / Licensing	College graduate with degree in chemistry
Work Experience	Must have minimum 2 years lab experience, background in chromatography.
Training Requirements	Training in NYDOH regulations and compliance, laboratory SOPs, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Lab Manager.
Timeline - Onboarding	30 days prior to commencing manufacturing operations
Extraction Technician	
Name	TBD
Reports to	Lab Manager
Job Function	Operations
Job Description	Extracts plant materials, maintains machines, runs extraction methods, reports processes in system. Helps in opening/closing duties.
Education / Licensing	College graduate preferred
Work Experience	Advanced computer skills, strong background related to botanicals and plant brands, understanding of machinery / engineering requirements of machines.
Training Requirements	Training in NYDOH regulations and compliance, laboratory SOPs, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Lab Manager.
Timeline - Onboarding	30 days prior to commencing manufacturing operations
Lab Assistants (need 2)	
Name	TBD
Reports to	Lab Manager
Job Function	Operations
Job Description	Maintain a clean, organized, orderly lab. File all paperwork and make sure handoffs are being managed properly in accordance with process controls. Fetch equipment when needed. Assist in harvesting product. Help with opening/closing duties.
Education / Licensing	Associates degree

Work Experience	Advanced computer skills, strong background related to botanicals and plant brands, understanding of machinery / engineering requirements of machines.
Training Requirements	Training in NYDOH regulations and compliance, laboratory SOPs, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Lab Manager.
Timeline - Onboarding	7 days prior to commencing manufacturing operations

MANUFACTURING – ADMINISTRATION	
Manufacturing Admin	
Name	TBD
Reports to	GM Manufacturing
Job Function	Operations
Job Description	Oversees the following manufacturing support functions: Transportation/Delivery, Purchasing, Inventory Control, Cultivation Compliance, Facilities & Maintenance, Security Guard coordination. Ensures all manufacturing support functions are executed in a timely, compliant, and accurate manner. Takes corrective action and escalates unresolved issues to the GM Manufacturing and/or the COO. Ensures all manufacturing support functions are executed in a timely, compliant, and accurate manner. Takes corrective action and escalates unresolved issues to the GM Manufacturing and/or the COO.
Education / Licensing	Minimum associates degree
Work Experience	Computer savvy, personable. People management skills. Must have minimum 3 years' experience in a reception / administrative role.
Training Requirements	Training in NYDOH regulations and compliance, 2 weeks on-the-job training in our Colorado facilities, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the GM Manufacturing.
Timeline – Onboarding	90 days prior to commencing cultivation operations
Transportation/Delivery Manager	
Name	TBD
Reports to	Manufacturing Admin
Job Function	Operations
Job Description	Ensures customer focused deliveries, shipping /receiving compliance per our operating plan Attachment D: Section 2 – Transport and Distribution and NYCRR1004.5(b)(4) and other applicable regulations.
Education / Licensing	Minimum associates degree

Work Experience	5+ years accident free driving record, advanced computer skills, personable. People management skills. Highly organized.
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Admin.
Timeline – Onboarding	14 days after commencing manufacturing operations
Delivery Drivers (need 2)	
Name	TBD
Reports to	Transportation/Delivery Manager
Job Function	Operations
Job Description	Ensures customer focused deliveries, shipping /receiving compliance per our operating plan Attachment D: Section 2 – Transport and Distribution and NYCRR1004.5(b)(4) and other applicable regulations.
Education / Licensing	Minimum associates degree
Work Experience	5+ years accident free driving record, personable.
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale software training, bio-security protocols training, security protocols.
Method of Performance Evaluation	Annual performance review by the Transportation/Delivery Manager.
Timeline – Onboarding	14 days after commencing manufacturing operations
Purchasing	
Name	TBD
Reports to	Manufacturing Admin
Job Function	Operations
Job Description	Responsible for maintaining and buying equipment, goods and services, contract negotiations and record keeping. Oversees supply chain management and procurement.
Education / Licensing	College degree
Work Experience	Minimum 3 years of purchasing experience in a manufacturing environment.
Training Requirements	Training in NYDOH regulations and compliance, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Admin.
Timeline – Onboarding	90 days prior to commencing cultivation operations

Inventory Control Manager	
Name	TBD
Reports to	Manufacturing Admin
Job Function	Quality
Job Description	Receives and inspects product ensuring accurate weights, measures, and handoffs. Knows and understands brand types. Enters information into Seed-to-sale Software and reconciles inventory weekly.
Education / Licensing	College degree
Work Experience	Minimum 5+ year's pharmaceutical lab/manufacturing experience.
Training Requirements	Training in NYDOH regulations and compliance, 2 weeks on-the-job training at our Colorado facilities, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Admin.
Timeline – Onboarding	30 days prior to commencing cultivation operations
Cultivation Manufacturing Compliance Specialist	
Name	TBD
Reports to	Manufacturing Admin
Job Function	Security
Job Description	Point of contact for all security, compliance and regulatory matters. Grant access to surveillance system and control devices including, keys, access cards and/or key fobs. Maintain accurate records for 5 years and be able to produce on demand.
Education / Licensing	College degree
Work Experience	Minimum 3+ year's pharmaceutical lab/manufacturing experience.
Training Requirements	Training in NYDOH regulations and compliance, 2 weeks on-the-job training at our Colorado facilities, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Admin.
Timeline – Onboarding	30 days prior to commencing cultivation operations

Security Guard – Manufacturing	
Name	TBD
Reports to	Manufacturing Admin
Job Function	Security
Job Description	Maintain a visitor control log and properly identify persons for authorized entry into the manufacturing facility and assures visitors are over 21 years of age. Ensure that no security sensitive areas are unsecured at any time. No keys, access control badges, or any access control device will be left open, in, or near any locking devices securing an area or product. Maintaining all security equipment including but is not limited to; lighting, locking mechanisms, cameras, access controls, pharmaceutical auditing software, and seed to sale tracking software.
Education / Licensing	Minimum associates degree preferred. Permit to carry a firearm as allowed by regulations.
Work Experience	Minimum 5 years' experience in security or police work. References required.
Training Requirements	Training in NYDOH regulations and compliance, security protocols.
Method of Performance Evaluation	Annual performance review by the Manufacturing Admin.
Timeline – Onboarding	7 days prior to commencing cultivation operations

DISPENSARIES	
GM Dispensaries	
Name	TBD
Reports to	Chief Operating Officer
Job Function	Operations
Job Description	Oversees the operations of the NY dispensaries. Ensures all staff are trained consistently, under the Dispensary Pharmacist, about the various strains of medicinal cannabis, products and delivery methods. Ensures staff are following all local and state regulations regarding the receiving, storing, and dispensing medical cannabis. Ensures staff are customer focused and compliance conscious. Assures that fiscal results are budgets are in line with expectations.
Education / Licensing	College degree
Work Experience	Minimum 10 years of multi-unit supervisory experience in a retail environment.
Training Requirements	Training in NYDOH regulations and compliance, 7-10 days on-the-job training at our Colorado facilities.
Method of Performance Evaluation	Annual performance review by the COO.
Timeline - Onboarding	45 days prior to commencing dispensary operations
Regulatory/ Inventory Compliance Specialist	
Name	TBD
Reports to	Pharmacist
Job Function	Security
Job Description	Point of contact for all security, compliance and regulatory matters. Grant access to surveillance system and control devices including, keys, access cards and/or key fobs. Maintain accurate records for 5 years and be able to produce on demand. Receives and inspects product ensuring accurate weights, measures, and handoffs. Knows and understands brand types. Responsible for inventory tracking and accurate compliance reporting. Part of the sales staff.
Education / Licensing	College degree
Work Experience	Minimum 2 years in a position responsible for complying with public or private regulations
Training Requirements	Training in NYDOH regulations and compliance, Pyxis training, Seed-to-Sale training, security protocols.
Method of Performance Evaluation	Annual performance review by the Pharmacist.
Timeline - Onboarding	30 days prior to commencing dispensary operations

DISPENSARY 1	
Pharmacist (need 2/dispensary)	
Name	TBD
Reports to	GM Dispensaries for all operational issues. Chief Medical Officer for all medical related issues (dotted line).
Job Function	Quality
Job Description	Responsible for overall success and compliance of all daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product ensuring accurate weights, measures, and patient dosing. Product expert, knows and understands brand types, effects and dosing requirements. Counsel patients receiving medical marijuana. Follow up phone calls for discharged patients. Maintain records including verification of products and Seed-to-sale software tracking. Receives complaints, concerns, and returned product from patients and initiates the Incident Reporting Standard Operating Procedures.
Education / Licensing	Advanced medical degree
Work Experience	3 year in pharmaceutical dispensing, and managing staff
Training Requirements	Training in NYDOH regulations and compliance, Pyxis training, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the GM Dispensaries.
Timeline - Onboarding	30 days prior to commencing dispensary operations
Sales Staff (need 5)	
Name	TBD
Reports to	Pharmacist
Job Function	Operations
Job Description	Daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product and supports patient dosing fulfillment.
Education / Licensing	Minimum associates degree preferred
Work Experience	Minimum 5 years experience in customer service in a retail sales environment, and/or medical dispensing.
Training Requirements	Training in NYDOH regulations and compliance, training in Dispensary SOPs, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	30 days prior to commencing dispensary operations

Security Guard – Dispensary (need 2/dispensary)	
Name	TBD
Reports to	Pharmacist
Job Function	Security
Job Description	Maintain a visitor control log and properly identify persons for authorized entry into any facility, dispensary or cultivation area and assure visitors are over 21 years of age. For unforeseen visitor circumstances, the security officer will comply with 1004.12(g)(2)(ii) of the NY State Regulations. Ensure that no security sensitive areas are unsecured at any time. No keys, access control badges, or any access control device will be left open, in, or near any locking devices securing an area or product. Maintaining all security equipment including but is not limited to; lighting, locking mechanisms, cameras, access controls, Pyxis MedStation dispensing machine, pharmaceutical auditing software, and seed to sale tracking software.
Education / Licensing	Minimum associates degree preferred. Permit to carry a firearm as allowed by regulations.
Work Experience	Minimum 5 years' experience in security or police work. References required.
Training Requirements	Training in NYDOH regulations and compliance, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	7 days prior to commencing dispensary operations
DISPENSARY 2	
Pharmacist (need 2/dispensary)	
Name	TBD
Reports to	GM Dispensaries for all operational issues. Chief Medical Officer for all medical related issues (dotted line).
Job Function	Quality
Job Description	Responsible for overall success and compliance of all daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product ensuring accurate weights, measures, and patient dosing. Product expert, knows and understands brand types, effects and dosing requirements. Counsel patients receiving medical marijuana. Follow up phone calls for discharged patients. Maintain records including verification of products and Seed-to-sale software tracking. Receives complaints, concerns, and returned product from patients and initiates the Incident Reporting Standard Operating Procedures.
Education / Licensing	Advanced medical degree
Work Experience	3 year in pharmaceutical dispensing, and managing staff
Training Requirements	Training in NYDOH regulations and compliance, Pyxis training, Seed-to-Sale software training, security protocols.

Method of Performance Evaluation	Annual performance review by the GM Dispensaries.
Timeline - Onboarding	30 days prior to commencing dispensary operations
Sales Staff (need 5)	
Name	TBD
Reports to	Pharmacist
Job Function	Operations
Job Description	Daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product and supports patient dosing fulfillment.
Education / Licensing	Minimum associates degree preferred
Work Experience	Minimum 5 years experience in customer service in a retail sales environment, and/or medical dispensing.
Training Requirements	Training in NYDOH regulations and compliance, training in Dispensary SOPs, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	30 days prior to commencing dispensary operations
Security Guard – Dispensary (need 2/dispensary)	
Name	TBD
Reports to	Pharmacist
Job Function	Security
Job Description	Maintain a visitor control log and properly identify persons for authorized entry into any facility, dispensary or cultivation area and assure visitors are over 21 years of age. For unforeseen visitor circumstances, the security officer will comply with 1004.12(g)(2)(ii) of the NY State Regulations. Ensure that no security sensitive areas are unsecured at any time. No keys, access control badges, or any access control device will be left open, in, or near any locking devices securing an area or product. Maintaining all security equipment including but is not limited to; lighting, locking mechanisms, cameras, access controls, Pyxis MedStation dispensing machine, pharmaceutical auditing software, and seed to sale tracking software.
Education / Licensing	Minimum associates degree preferred. Permit to carry a firearm as allowed by regulations.
Work Experience	Minimum 5 years' experience in security or police work. References required.
Training Requirements	Training in NYDOH regulations and compliance, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	7 days prior to commencing dispensary operations

DISPENSARY 3	
Pharmacist (need 2/dispensary)	
Name	TBD
Reports to	GM Dispensaries for all operational issues. Chief Medical Officer for all medical related issues (dotted line).
Job Function	Quality
Job Description	Responsible for overall success and compliance of all daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product ensuring accurate weights, measures, and patient dosing. Product expert, knows and understands brand types, effects and dosing requirements. Counsel patients receiving medical marijuana. Follow up phone calls for discharged patients. Maintain records including verification of products and Seed-to-sale software tracking. Receives complaints, concerns, and returned product from patients and initiates the Incident Reporting Standard Operating Procedures.
Education / Licensing	Advanced medical degree
Work Experience	3 year in pharmaceutical dispensing, and managing staff
Training Requirements	Training in NYDOH regulations and compliance, Pyxis training, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the GM Dispensaries.
Timeline - Onboarding	30 days prior to commencing dispensary operations
Sales Staff (need 5)	
Name	TBD
Reports to	Pharmacist
Job Function	Operations
Job Description	Daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product and supports patient dosing fulfillment.
Education / Licensing	Minimum associates degree preferred
Work Experience	Minimum 5 years experience in customer service in a retail sales environment, and/or medical dispensing.
Training Requirements	Training in NYDOH regulations and compliance, training in Dispensary SOPs, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	30 days prior to commencing dispensary operations

Security Guard – Dispensary (need 2/dispensary)	
Name	TBD
Reports to	Pharmacist
Job Function	Security
Job Description	Maintain a visitor control log and properly identify persons for authorized entry into any facility, dispensary or cultivation area and assure visitors are over 21 years of age. For unforeseen visitor circumstances, the security officer will comply with 1004.12(g)(2)(ii) of the NY State Regulations. Ensure that no security sensitive areas are unsecured at any time. No keys, access control badges, or any access control device will be left open, in, or near any locking devices securing an area or product. Maintaining all security equipment including but is not limited to; lighting, locking mechanisms, cameras, access controls, Pyxis MedStation dispensing machine, pharmaceutical auditing software, and seed to sale tracking software.
Education / Licensing	Minimum associates degree preferred. Permit to carry a firearm as allowed by regulations.
Work Experience	Minimum 5 years' experience in security or police work. References required.
Training Requirements	Training in NYDOH regulations and compliance, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	7 days prior to commencing dispensary operations
DISPENSARY 4	
Pharmacist (need 2/dispensary)	
Name	TBD
Reports to	GM Dispensaries for all operational issues. Chief Medical Officer for all medical related issues (dotted line).
Job Function	Quality
Job Description	Responsible for overall success and compliance of all daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product ensuring accurate weights, measures, and patient dosing. Product expert, knows and understands brand types, effects and dosing requirements. Counsel patients receiving medical marijuana. Follow up phone calls for discharged patients. Maintain records including verification of products and Seed-to-sale software tracking. Receives complaints, concerns, and returned product from patients and initiates the Incident Reporting Standard Operating Procedures.
Education / Licensing	Advanced medical degree
Work Experience	3 year in pharmaceutical dispensing, and managing staff
Training Requirements	Training in NYDOH regulations and compliance, Pyxis training, Seed-to-Sale software training, security protocols.

Method of Performance Evaluation	Annual performance review by the GM Dispensaries.
Timeline - Onboarding	30 days prior to commencing dispensary operations
Sales Staff (need 5)	
Name	TBD
Reports to	Pharmacist
Job Function	Operations
Job Description	Daily operations including Pyxis MedStation supply and accuracy. Receives and inspects product and supports patient dosing fulfillment.
Education / Licensing	Minimum associates degree preferred
Work Experience	Minimum 5 years experience in customer service in a retail sales environment, and/or medical dispensing.
Training Requirements	Training in NYDOH regulations and compliance, training in Dispensary SOPs, Seed-to-Sale software training, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	30 days prior to commencing dispensary operations
Security Guard – Dispensary (need 2/dispensary)	
Name	TBD
Reports to	Pharmacist
Job Function	Security
Job Description	Maintain a visitor control log and properly identify persons for authorized entry into any facility, dispensary or cultivation area and assure visitors are over 21 years of age. For unforeseen visitor circumstances, the security officer will comply with 1004.12(g)(2)(ii) of the NY State Regulations. Ensure that no security sensitive areas are unsecured at any time. No keys, access control badges, or any access control device will be left open, in, or near any locking devices securing an area or product. Maintaining all security equipment including but is not limited to; lighting, locking mechanisms, cameras, access controls, Pyxis MedStation dispensing machine, pharmaceutical auditing software, and seed to sale tracking software.
Education / Licensing	Minimum associates degree preferred. Permit to carry a firearm as allowed by regulations.
Work Experience	Minimum 5 years' experience in security or police work. References required.
Training Requirements	Training in NYDOH regulations and compliance, security protocols.
Method of Performance Evaluation	Annual performance review by the dispensary Pharmacist.
Timeline - Onboarding	7 days prior to commencing dispensary operations

Redacted pursuant to N.Y. Public Officers Law, Art. 6

ADDENDA

Redacted pursuant to N.Y. Public Officers Law, Art. 6

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I – Line Item #92

Attachment K

North Shore LIJ
North Shore-Long Island Jewish Health System
Corporate Security

145 Community Drive
Great Neck, N.Y. 11021
Phone: (516) 465-3078
Fax: (516) 465-3080

To: Medical Marijuana Application Review Group

From: James A. Romagnoli

Subject: Medical Marijuana Program
Application for Registration Item # 92
ISP Connectivity & Coverage Areas

Date: June 2, 2015

In correspondence submitted by the NSLIJ Health System's Internet Service Providers, (Lightpath and L3 Services), it was confirmed the locations listed below are within the counties in which they currently provide comprehensive coverage. These include the following addresses, which are currently controlled by NSLIJ and the proposed sites for Silverpeak NY LLC's operations:

- 907 Northern Boulevard, Great Neck NY, County of Nassau
- 3001 Expressway Drive North, Village of Islandia, County of Suffolk
- 121 W. 20th Street, County of New York, City of New York
- 1 Edgewater Plaza, County of Richmond, City of New York
- 1001 South Oyster Bay Road, Bethpage NY, County of Nassau

Submitted for your review are the following two statements from our internet service providers (see subsequent pages):

Confidential

Level(3) COMMUNICATIONS
Connecting and Protecting the Networked World™

May 20, 2015

North Shore LIJ Health System
3 Huntington Quadrangle 2nd Flr - North
Melville, NY 11747

RE: MMJ application

To Whom It May Concern:

Level3 currently provides Internet connectivity to the North Shore Health System at a centralized Data Center location located at 100 Corporate Drive, Yonkers, NY 10701. North Shore LIJ connects to its remote locations utilizing multiple carrier services via direct fiber connectivity and Type II (third party) services connected throughout Nassau, Suffolk, Brooklyn, Queens, Staten Island, Manhattan, The Bronx and Westchester counties. North Shore Health System carries the Level3 provided Internet connectivity across those data connections for centralized end user internet access as well as remote user and site-to-site VPN access.
Level3 can also reach other North Shore LIJ locations not listed above via Type 1 and Type 2 carrier services.

Best regards,

Shelonda Hawkins
Senior Account Manager
Ofc: 918-547-1316
Email: shelonda.hawkins@level3.com

To whom it may concern,

Lightpath currently provides Internet connectivity to North Shore Health System at a centralized Data Center location located at 972 Brush Hollow Rd. Westbury NY 11590. North Shore connects to remote locations utilizing Lightpath Data services via direct fiber connectivity and Type II (third party) providers connected through Lightpath, throughout Nassau, Suffolk, Brooklyn, Queens, Staten Island, Manhattan, The Bronx and Westchester counties. North Shore Health System carries the Lightpath provided Internet connectivity across those Data connections by Lightpath to their various end users as determined by North Shore Health System.

Kind Regards,

Tim McManus

Strategic Account Executive

Lightpath

ATTACHMENT L – TIMELINE

Response to Item 93, Medical Marijuana Program

Application for Registration as a Registered Organization.

Line 93: The applicant has attached a timeline demonstrating the estimated timeframe from growing marijuana to production of a final approved product, and labeled this attachment as "Attachment L."

This timeline is based upon the cultivation facility being available on [redacted]. The [redacted] timeline encompasses the following three stages:

1. **Cultivation of flower ready for extraction – ([redacted])** - In this stage, all plants of the same strain that have reached maturity are tagged in advance for harvesting. All plants belonging to a particular strain are harvested together and no other strains are harvested at the same time. Harvesting includes cutting down the designated plants removal of stems and unnecessary leaves that would detract from the overall quality of the final product. The product is then dried. Once the product has dried, it is packaged, tested, inventoried and transferred to the extraction stage.

2. **Extraction ([redacted])** - Dried flower is received from cultivation as a transfer, received into inventory checked for quality, and is prepared for extraction. Once the extraction process is complete, the various compounds are tested to assure they meet the brand profile standards. The "in spec" compounds are then moved to product manufacturing.

3. **Product Manufacturing/packaging/labeling/testing ([redacted])** – This final stage consists of producing the approved products, adding the "in spec" compounds according to pre-determined dosages, packaging, final testing of the various products, labeling and packing into boxes for transfer to the dispensaries.

Attachment "L" – Timeline: Grow to Final Product.....3

Attachment "L" - Timeline: Grow to final product

	Task Name	Duration in "Days"	Start	Finish
1	*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."*			
2	**CULTIVATION TO FLOWER READY FOR EXTRACTION**			
3	Grow to mature plant			
4	Harvest/defan leaves/remove stems/dry/package/test			
5	Transfer to Manufacturing			
6	**MFG - EXTRACTION**			
7	Receive the transfer from Cultivation, inspect, prepare transferred flower for extraction			
8	Extract compounds from the flower and test (extra for holiday season)			
9	Transfer products from Extraction to product manufacturing			
10	**MFG - PRODUCT-->PKG/LABELING-->TESTING-->READY**			
11	Production runs of approved products with various dosages, and packaging of products.			
12	Testing of final products to assure profile is within tolerances			
13	Final approved product ready-Packing into boxes ready for transfer to dispensaries			
14				

Redacted pursuant to N.Y. Public Officers Law, Art. 6

Exported on June 3, 2015 5:45:03 PM MDT

Page 1 of 1

NY State Department of Health
Medical Marijuana Application

Silverpeak NY LLC

Section I –Line Item #94

Attachment M

Silverpeak NY LLC
145 Community Drive
Great Neck, New York 11021

May 20, 2015

New York State Department of Health
Bureau of Narcotics Enforcement
Riverview Center
150 Broadway
Albany, New York 12204

RE: Silverpeak NY LLC
(Nassau County)
Application for Registration as a Registered Organization

To Whom It May Concern:

Please be advised that the applicant has discussed the transaction which is the subject of the above-referenced application with legal counsel. The applicant has assessed the proposed financial structure, governance and operations of the transaction in view of applicable laws and regulations, including, but not limited to, 10 NYCRR 1004.5. The applicant, in consultation with legal counsel, has concluded that the proposed financial and operational structure of the transaction is appropriate, and that it will be 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.

Please do not hesitate to contact us with any questions on this matter. Thank you.

Very truly yours,

Jordan Lewis
CEO

ATTACHMENT D – "OPERATING PLAN"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

CONTENTS OVERVIEW:

Related NYCRR:

10NYCRR1004.5 Application for initial registration as a registered organization. Establishes the application process for registered organizations interested in manufacturing and dispensing approved medical marihuana products. Provides that no person or entity shall manufacture or dispense medical marihuana without such registration.

SECTION 1 – "MANUFACTURING PLAN" 2
SECTION 2 – "TRANSPORT AND DISTRIBUTION" 158
SECTION 3 – "DISPENSING AND SALES" 166
SECTION 4 – "DEVICES" 188
SECTION 5 – "SECURITY AND CONTROL" 192
SECTION 6 – "STANDARD OPERATING PROCEDURES" 237
SECTION 7 – "QUALITY ASSURANCE PLANS" 423
SECTION 8 – "RETURNS, COMPLAINTS, ADVERSE EVENTS AND RECALLS" 449
SECTION 9 – "PRODUCT QUALITY ASSURANCE" 461
SECTION 10 – "RECORDKEEPING" 470

The material on this page is requested to be exempt from disclosure under FOIL because it constitutes trade secrets.

ATTACHMENT D – "OPERATING PLAN"

SECTION 1 – "MANUFACTURING PLAN"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

CONTENTS OVERVIEW:

Related NYCRR:

10NYCRR1004.5 Application for initial registration as a registered organization. Establishes the application process for registered organizations interested in manufacturing and dispensing approved medical marihuana products. Provides that no person or entity shall manufacture or dispense medical marihuana without such registration.

(b) In order to operate as a registered organization, an entity shall file an application on forms or in a manner prescribed by the commissioner. The application shall be signed by the chief executive officer duly authorized by the board of a corporate applicant, or a general partner or owner of a proprietary applicant. The application shall set forth or be accompanied by the following:

(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:

- Operation Overview
- Cultivation Operations
- Harvest Operations
- Extraction Operations
- Packaging and Labeling Operations
- Addenda: Examples of Records, Logs and SOPs referenced in this section where applicable

The material on this page is requested to be exempt from disclosure under FOIL because it constitutes trade secrets.

OPERATION OVERVIEW 5
ABOUT US 5
SEED-TO-SALE SOFTWARE 5
BIO-SECURITY 6
FACILITY *6*
PERSONNEL *7*
CLEANING & SANITATION: 9
FOR STAFF *9*
FOR FACILITY *9*
FIRE PROTOCOL: 9
FLOOD/SEWER BACKUP: 9
ROBBERY PROTOCOL: 10
CULTIVATION OPERATIONS 11
[redacted] 11
POTENTIAL PESTICIDES, FUNGICIDES AND HERBICIIDES 11
GOOD AGRICULTURAL PRACTICES (GAP): 12
FOR STAFF *12*
FOR FACILITY *12*
CULTIVATION 13
MOTHERS / CLONING *13*
MICROPROPAGATION / TISSUE CULTURES *13*
VEGETATIVE STAGE *14*
FLOWERING STAGE *15*
HARVESTING OPERATIONS 16
HARVESTING: 16
PACKAGING: 16
EXTRACTION OPERATIONS 18
OVERVIEW 18
TRANSFER TO EXTRACTION 18
EXTRACTION PROCESSING 19
BRANDS OFFERED 22
BRAND CANNABINOID PROFILES 22
NORTH SHORE-LIJ/FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH (FIMR) & SILVERPEAK NY LLC 27
SUMMARY *27*
DEVELOPING AN EVIDENCE BASE *28*
THE FEINSTEIN INSTITUTE: ADVANCING SCIENCE TO CURE DISEASE AND TREAT PATIENTS *30*
NEED FOR PRE-CLINICAL DATA AND DATA CAPTURE APPROACH *31*
SILVERPEAK NY LLC MEDICAL MARIJUANA INTEREST AND OPPORTUNITIES *32*
PACKAGING AND LABELING OPERATIONS 92
OVERVIEW 92
TRANSPORT TO DISPENSARY 94
SAFETY AND EMERGENCY PROCEDURES 95

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ADDENDA: REPORTS, LOGS AND SOPS 96
[redacted] 190
[redacted] 191
PHYSICAL SECURITY – MANUFACTURING FACILITY AND DISPENSARIES 194
SECURITY PERSONNEL 196
VISITOR AND ACCESS CONTROLS 196
CHAIN OF CUSTODY 197
BIOMETRIC AUTHENTICATION 197
SEED TO SALE INVENTORY CONTROL SOFTWARE 197
CULTIVATION *197*
HARVEST *198*
DRYING / CURING *198*
TRANSPORTATION *199*
EXTRACTION *199*
MANUFACTURING *199*
DISPENSING *199*
INVENTORY TRACKING 200
INVENTORY AUDITS AND RECORDKEEPING REVIEW 200
CHAIN OF CUSTODY AND INVENTORY PROCESS DIAGRAMS 201
STORAGE SECURITY 205
ELECTRONIC SECURITY 206
DISPENSARY OPERATIONS 206
TRANSPORTATION SECURITY 207
QUALITY ASSURANCE 208
RECORDKEEPING 209
ADDENDA 211

The material on this page is requested to be exempt from disclosure under FOIL because it constitutes trade secrets.

OPERATION OVERVIEW

ABOUT US

We are dedicated to three goals:

1) Provide safe, clean, consistent cannabinoid profiles that fall within a 95-105% testing tolerance relative to product labeling;
2) Produce pharmaceutical grade extractions and final products through consistent and repeatable processes;
3) Prevent diversion through diligent inventory control, recordkeeping, and security.

To these ends, we have instituted the following protocols, procedures, and rules. These Standard Operating Procedures are to be followed by all employees. Training on each procedure will be mandatory for employment and a necessary part of all new employees' onboarding process.

SEED-TO-SALE SOFTWARE

Seed-to-Sale Software means the required seed-to-sale tracking system that tracks Medical Marijuana throughout its lifecycle and harvest, or until the plant is destroyed. This system also provides an inspection process with the tools necessary to complete onsite validation of inventory and audit capability with anti-piracy safeguards.

The Software captures perpetual inventory quantities and keeps track of the crop's history, where the plant came from, when it was placed into service, what she was fed, and all the details of the plant's life cycle: immature plant, vegetative, flowering, harvest, packaging, extraction, product manufacturing, transporting and sale.

RFID (Radio Frequency Identification) secure tag IDs create control of security. It is critical that every plant, from clone to harvest, has its unique RFID tag attached to its stem or branch at all times. This RFID technology, combined with serialized item tracking, creates an end-to-end locating system for real-time visibility into the inventory at each location and phase of the manufacturing and dispensing cycle. This tracking system will help prevent and monitor drug diversions, promote public safety and patient product safety with easily accessible traceability.

The system maintains a secure reporting environment and provides real time aggregate data including cultivation, production, transportation and sales of marijuana. In addition, it can provide real time digital transport manifests which allow law enforcement to quickly monitor activity during transportation and easily audit utilizing exception reports.

At all times the Chief Security Officer will ensure that only those necessary have access to the Seed-to-Sale Software, and access is granted to the minimum number of employees necessary to perform the required business functions without any impediment.

The material on this page is requested to be exempt from disclosure under FOIL because it constitutes trade secrets.

For a detailed description of the Seed-to-Sale software, please see Attachment D: Section 5 – Security and Control.

BIO-SECURITY

FACILITY

- The cultivation portion of the manufacturing facility is segregated into separate houses which are harvested on a rotating schedule. Segregating into separate houses enables us to ensure any outbreak in bio-security is confined to the house it originated in and thus entire harvests are not put at risk.
- All doors to Limited Access Areas are controlled by access controlled security locks, operable by either fobs, cards and/or biometric readers.
- Walls are constructed of reinforced and structurally secure insulated panels. Ceilings are manufactured sheet metal. The greenhouse floors are composed of sealed concrete. The building and laboratory floors are composed of resinous flooring.
- Double paned windows are sealed and permanently closed.
- All building doors are constructed of metal and are self-closing. Entrance to the greenhouses is limited through a double door air-lock system. When entering or exiting a greenhouse, make sure the first door closes before opening the other.
- Bench tops, working surfaces, and laboratory cabinets are made of stainless steel or other metal materials that are seamless and are water and chemical resistant for frequent disinfection. Greenhouse benches are constructed of galvanized expanded metal to prevent rusting and allow for drainage, easy cleaning and decontamination. (GAP)
- Redacted pursuant to N.Y. Public Officers Law, Art. 6

- The greenhouse side-supply and return louvers open to allow ventilation. The louvers have insect screens to reduce the introduction of unwanted arthropods.
- During a power failure, the generator automatically supplies power to all essential greenhouse equipment and emergency access/egress areas. The greenhouse lights and any other non-essential equipment for growing or life and safety are the only equipment not powered by the generator.

The material on this page is requested to be exempt from disclosure under FOIL because it constitutes trade secrets.

- Emergency showers are available in each greenhouse range and in the laboratory. Emergency eyewash stations are located in conjunction with the emergency showers and in the spray booth room.
- The facility has a sterilizer (autoclave). The sterilizer uses high temperature and pressure for sterilization. All equipment used for micro propagation must sterilized for 100 minutes at 123C. Training and proper personal protective equipment is required to use the sterilizer. A certified contractor is responsible for servicing and calibrating the sterilizer.
- The greenhouse openings are protected with insect proof netting and secured by expanded metal covering when open and secure louvers when closed.

PERSONNEL

- The manager's approval is required before bringing in any material into the facility. No new plant material may be brought in before a thorough inspection of source and plants has taken place.
- Staff and services personnel should plan their work in advance in order to minimize the number of trips in and out of the facility
- Redacted pursuant to N.Y. Public Officers Law, Art. 6
- Everyone must leave accessory items (sweaters, coats, jackets, and backpacks) outside the work area. Lockers are available for personal item storage in the changing room and staff members are required to bring their own padlocks. Padlocks should be removed when
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- The outermost doors are locked at all times and an approved card is required to open the door. All staff will enter through air locks.
- No unauthorized persons are allowed to have or accompany guests or visitors inside the facility. Escorted access may be granted to a visitor after approval of the Cultivation Manager and the Owners. It is the responsibility of the escort to see that the required training has been completed and that the Standard Operating Procedures are followed. The escort must remain with the one-time visitor at all times.
- Redacted pursuant to N.Y. Public Officers Law, Art. 6
- Take good care of laboratory equipment, tools, and supplies. Clean them after each use and return them to their appropriate places. (GAP)
- All containers should be labeled clearly.
- To prevent contamination be aware of the work being done by others in your area.
- All general areas must be cleaned up at the end of the workday. (GAP)
- Handle trash properly and follow the Waste Disposal SOP.

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- Report contamination, failed equipment and utilities, and suspicious persons or activities immediately to the manager or his/her designee.
- Staff MUST wash their hands before exiting.
- Leave work clothing (scrubs and Crocs) inside the facility.
- Introduction of plants from outside the facility is not allowed due to the potential for introducing insect pests and plant diseases. However new material may be needed for multiplication purposes, renewing stock etc. In such case special measures need to be taken.
- All plant material received from outside sources must be approved by the manager. Only the intended recipient or designated individual may open the packages.
- No incoming shipments of plant material may be opened in any greenhouse. All incoming shipments of plant material must be opened in the hallway. Only after the shipment is opened, inspected, source verified and processed, plant material may be transferred to the propagation facility.
- Materials and supplies must enter the facility through the mud-room entry doors.
- A sign shall be posted on all greenhouse doors indicating the name of the Plant Caretakers. If there is a risk to human health, a sign shall be posted incorporating the universal biosafety symbol.
- Personnel working in the greenhouses are required to thoroughly wash their hands upon exiting, or utilize the Purell sanitation foam dispensers located at each door. (GAP)
- A policy on Pesticide Usage in Greenhouses is established to ensure safe and legal use of pesticides and promote efficient and effective control of greenhouse pests.
- Greenhouse pesticides are applied using a variety of methods. Equipment is available to apply pesticides utilizing a fogging machine or a foliar application method. Greenhouse staff will return greenhouse equipment to normal operation after the application is complete.
- A list of the last 30 days of pesticide applications, the Material Safety Data Sheets, and the contact information for the applicator is available at the central posting location. A detailed log book of all pesticide applications will be located in the Manager's office.
- Pesticide posters will clearly display the product applied and the time it is safe to enter the area. After the re-entry interval has expired, it is the responsibility of the first person to enter the greenhouses to remove the pesticide application posters. Do not allow staff to enter a room with the pesticide poster still displayed.
- Pesticide applications may only be conducted by authorized personnel.
- Food and drink are not allowed in the greenhouses. Staff should plan to use the staff room.
- Scrubs are laundered as needed. Ten to twelve scrubs will be washed per load. They will be run through one washing cycle in hot water with 2 cups of bleach and then through 2 rinse cycles with clean water. They will then be washed a second time in hot water with laundry detergent, rinsed twice with clean water, and dried.
- Other items are sanitized as necessary by autoclave or by using the appropriate chemicals.
- Service personnel performing maintenance or repairs in the containment areas MUST follow the entering and exit procedures.
- Items including tools are not allowed out of the containment area without proper decontamination or sterilization.

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CLEANING & SANITATION:

FOR STAFF

- Sterilize gloves with alcohol every 30 minutes, or change gloves and dispose of the old ones. (GAP)
- Each staff member must don the appropriate Protective apparel. Head, face, hand and arm coverings are worn as necessary to protect marijuana or marijuana products from contamination.
- Visitors are encouraged to utilize the Purell hand sanitizers located at each doorway. (GAP)

FOR FACILITY

- Light Hoods are to be cleaned monthly and recorded.
- Poisonous or toxic materials, including but not limited to insecticides, rodenticides, detergents, sanitizers, caustics, acids and related cleaning compounds must be stored in a separate area from the marijuana and medical marijuana products in prominently and distinctly labeled containers, except that nothing herein precludes the convenient availability of detergents or sanitizers to areas where equipment, containers and utensils are washed and sanitized. (GAP)
- Pots and trays are to be cleaned using hot water and Simple Green after each Plant Cycle.
- Floors are to be mopped bi-weekly.
- Air Filters in AC Units are to be replaced on a schedule congruent with Manufacturer guidelines.
- Floors, walls, air vents, bench tops, growth chambers, mist chambers, incubators, refrigerators, cages, and biosafety cabinets are cleaned and disinfected regularly using appropriate disinfectants with a contact time of 30 minutes. (GAP)
- Small items (glassware, jars, and vials) and some equipment (rearing cages) should be sanitized as follows after each use: (GAP)
    - 10% bleach solution (100 mL bleach in 1000 mL of water) by either soaking in the bleach solution for 30 minutes, then washing with detergent and hot water or with
    - Ethanol (70% or higher concentration) by spraying or wiping, depending on which method is deemed appropriate.

FIRE PROTOCOL:

If a fire occurs anywhere on premises, evacuate. Fire controls, both heat and smoke detectors are auto-monitored and will set off audible alarms and strobe lights in each area and auto-dial both the Fire Department and the Owners.

FLOOD/SEWER BACKUP:

In the event of a water back up or flooding:
Visually inspect the extent of flooding and the cause. If determined to be grey water or sewer back up (bio-hazard), then evacuate building and contact management. Management/owners will contact qualified contractor to remedy the flooding/back up. If flooding is potable water, determine cause and see if it can be shut off manually.

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ROBBERY PROTOCOL:

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CULTIVATION OPERATIONS

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POTENTIAL PESTICIDES, FUNGICIDES AND HERBICIIDES

Note: Approval from the NY Department of Health will be obtained prior to any application of fungicides, pesticides or herbicides. 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 will be recorded.

The following is only a proposed list:

- Calcium Nitrate
- Potassium Nitrate
- Mono-Potassium Phosphate
- Magnesium Sulfate
- Micro-Nutrient Package
- Sprint 330 (Iron)
- Zerotol
- Stylet Oil
- KleenGrow
- Phosphoric Acid 85%
- M-Pede
- MilStop
- Batch 64
- Clonex
- Clonex Ferts
- Growtech Prop Trays
- Actinovate
- Fulmax
- Triact 70
- Therm X70 (Yucca Wetting Agent)
- Granular Citric Acid
- Florel
- Alcohol 70%

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- Cease
- Gnatrol
- Molt-X
- Pyganic
- Capsil
- Razor Pro
- Ecosorb

GOOD AGRICULTURAL PRACTICES (GAP):

FOR STAFF

- Each staff member must attend the Good Agricultural Practices training and pass the test with 80% proficiency.
- Staff members must wash their hands with warm water and anti-microbial soap after using the restroom and before handling the crop.
- [redacted].
- There is no smoking anywhere on or in the facility.
- [redacted].
- No staff member may enter the facility if they have any form of communicable disease.
- No food or drink is allowed in greenhouses. Eating or drinking is only allowed in designated areas away from crops or packaging.

FOR FACILITY

- Bathrooms and Common Areas are to be cleaned daily using Simple Green, Windex, COMET and Bleach when appropriate. All cleaning events are to be recorded on Cleaning Checklists (see Appendix-Forms).
- Restrooms must always be stocked with soap, clean water, and single use towels.
- Grow media and all soils are to be stored inside the facility to prevent outside contamination.
- Prior to the start of every harvest batch, all surfaces in the Trim Room and the Dry/Cure Room are sterilized with ZeroTol.
- At the start of each day, all bins, shelving units, carts, and tools in general are sterilized with ZeroTol
- Redacted pursuant to N.Y. Public Officers Law, Art. 6
- All floors are to be swept at the end of business daily and disinfected with ZeroTol.
- Sanitization mats are filled daily to prevent disease transmission through shoes.
- Drip irrigation is used for all plants in production.
- All equipment is kept clean and in good repair.
- All horizontal surfaces such as table tops and counter tops are to be completely wiped down and sterilized with ZeroTol at the end of business daily.
- All hand tools that come in contact with Plant Material, such as shears and scissors, must be cleaned daily by soaking overnight in Isopropyl Alcohol (91% or Greater).
- Water from leeching buckets in vegetative and flowering stages is tested every 6 weeks for pathogens, microbial contaminants, EC, and pH.

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CULTIVATION

MOTHERS / CLONING

- Mothers are selected based upon their genetic traits, vigor, and disease resistance. Proper pruning and plant husbandry will be used to ensure proper plant form for the maximum quantity of high-quality plant cuttings.
- Clones of strains are taken from a mother and nurtured until they root. Plants that go into production are always cut from mothers or developed from tissue cultures in micropropagation described below.
- All plants that enter production are female plants.
- The Head Grower will produce a production schedule for the year to ensure we have a constant fresh brand selection to supply the rest of manufacturing. This schedule must reflect demand and ensure a 12-month production cycle.
- The Head Grower will produce a Clone Production Plan to detail how many clones need to be created from which mothers on a weekly basis.
- Mother tracking IDs will be carefully checked to ensure clones are being taken from the correct mother.
- Follow the Clone Cutting SOP to ensure healthy clones.
- Follow all Bio-Security Protocols.
- Surveillance cameras will record the entire process. The clone taker will ensure a clear line of site from his/her work area to at least one camera.
- After all clones are created, they are physically inventoried. The quantity created, and the date they were created is entered into the Seed-to-Sale software as “Immature” plants.
- [redacted]

MICROPROPAGATION / TISSUE CULTURES

By definition, Micropropagation is an aseptic "cloning" technique where plant shoots are reproduced in vitro. Tissue culture techniques are a beneficial tool for nurseries to incorporate into their breeding programs. Micropropagation is a method for "jump starting" new or in-demand product lines by cutting the time it takes to bulk up selected plant material and getting them to market, compared with traditional propagation methods. The ability to produce disease-free plant material also makes tissue culture a very valuable tool.

The advantages of developing and utilizing Micropropagation techniques include:

- Rapid & efficient propagation
- Year-round production
- Precise brand production scheduling
- Reduce stock plant space
- Long-term germplasm (collection of genetic resources for an organism) storage
- Production of difficult-to-propagate strains

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In vitro propagation takes advantage of natural physiological plant processes ensuring that all cuttings will remain true to brand, and consistent cannabinoid profiles.

Any contamination from fungal or bacterial sources will become extremely visible on plant surfaces and on the media. These test tubes will be weeded out on a daily basis by doing visual sweeps of test tubes in culture. Contaminated vessels will be separated from rest of that lot and autoclaved to sterilize and stop the spread of fungal spores or bacterial pathogens.

Visual sweeps will also aid in the detection of virus within stock plants. Any signs of abnormal growth will immediately qualify that plant for virus screening, as well as any other cultures from that harvest lot. Regular submissions for virus testing will also help the prevention for wide spread infection through stock plant material.

Any plant line that has been deemed contaminated or potentially harmful will be completely removed from production.

Follow the Micropropagation / Tissue Culture SOP to ensure healthy plants.

Surveillance cameras will record the entire process. The technician will ensure a clear line of site from his/her work area to at least one camera.

After all tissue cultures have been taken, they are physically inventoried. The quantity created, and the date they were created is entered into the Seed-to-Sale software as “Immature” plants.

VEGETATIVE STAGE

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-
- Follow all Bio-Security Protocols.
- Surveillance cameras record all entry and exit into the greenhouse, as well as all interactions with the plants.

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[redacted]

FLOWERING STAGE

- [redacted]k
- Plants are moved to another greenhouse to change their feeding, watering, and lighting schedules.
- They continue to be pruned and trimmed according to the Pruning and Trimming SOP and Protocols.
- [redacted]
- Follow all Bio-Security Protocols.
- Follow the Flower Stage SOP to ensure healthy plants.
- Surveillance cameras record all entry into and exit from the greenhouse, as well as all interactions with the plants

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HARVESTING OPERATIONS

HARVESTING:

- Plants are harvested weekly on a strain-by-strain basis, with each strain being its own "Harvest Batch." The Cultivation Manager and the Head Grower will determine which strain is ready to harvest.
- Plants are cut from their pots and weighed. This weight is entered into the Seed-to-Sale software as Plant Wet Weight.

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- All staff will follow the Harvesting SOP to ensure a smooth and accurate harvest.
- Clean and sanitize everything thoroughly when finished. Put away all used gardening instruments. Follow the Bio-Security, Sanitation and Good Agricultural Practices.

PACKAGING:

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- Random samples are taken from multiple storage bins and sent for potency, pathogen, and microbial contaminant testing.

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- Surveillance cameras record the entire process, including the scale readout as packages are being weighed. Packagers must not stand in such a way as to block the camera's view of the scale.
- Follow the Packaging for Transfer SOP to ensure smooth and compliant packaging.

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- Clean and sanitize everything thoroughly when finished packaging. Put away all used packaging instruments. Follow the Bio-Security, Sanitation and Good Agricultural Practices protocols.

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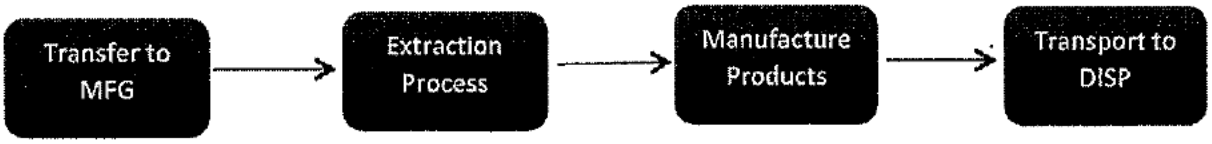
EXTRACTION OPERATIONS

OVERVIEW

Once raw plant material leaves the cultivation facility to be delivered to the extraction laboratory it begins a 4-stage process where it is prepared for final delivery to the medical dispensary. The primary objectives of our entire extraction and manufacturing process are:

1. Provide safe, clean, consistent cannabinoid profiles that fall within a 95-105% testing tolerance relative to product labeling;
2. Demonstrate pharmaceutical grade extraction and production processes that are consistent and repeatable;
3. Develop processes around diversion prevention, recordkeeping, and maintaining a safe and sanitary working environment.

The process begins with the intake of raw material from the cultivation facility into the extraction facility, where it will be stored in preparation for extraction. The extraction process itself takes raw plant material from storage. Here the plant material is extracted into purified individual compounds that will become the building blocks for the formulation of our medicines and relative delivery systems. Once all extracted compounds are purified through rigorous extraction, testing, and analytical protocols, these building blocks are used to manufacture actual end products that will be sold in the dispensary. The process ends when all products are manufactured, have passed all testing protocols, been properly accounted for, and have been packaged and designated ready to deliver to the dispensary.



TRANSFER TO EXTRACTION

Here plant material is delivered to the warehouse loading dock by the delivery driver, arriving in manifested transport bins. [redacted] Upon receipt the transport bins are inspected and checked in per the Transport to Manufacturing Chain of Custody SOP. Checked in product is sorted and stored in the raw material walk-in per the Raw Material Receiving SOP. Rejected product is put back on the truck per product recall/rejection SOP's, and the necessary reports are filed on the rejection per reporting and recordkeeping SOP's. All product weights are tracked according to inventory tracking SOP's, with contamination/security/accidents and other incidents being reported through recordkeeping and reporting SOP's.

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EXTRACTION PROCESSING

The extraction process picks up in the cold storage walk-in, where the transportation to manufacturing process ended. Our extraction processing methodology has been developed around strict analytical testing and purification protocols that are designed to ensure pharmaceutical grade production methods. All CO2 used during extraction is research grade of at least 99.5% purity. As part of the requirement to demonstrate the ability to produce (1) year's worth of products, the head extractor works with the cultivation team and the floor manager (manufacturing) per the production plan outlined in the 1-year product requirement SOP.

The Extraction Process, per the Standard Testing Protocols SOP, begins with the pre-analysis of raw plant material performed by the process chemist per the Plant Raw Material Analysis SOP. [redacted] This allows the process and analytical chemists to determine the proper calibration required to run the extraction in order to maximize results in terms of yield, purity, and compound diversity. Using the equipment and computer, a report is generated that is logged and saved into the system. In this report the SFC analysis informs the chemist of things like potency, cannabinoid content, and chemical profile. The purpose of this is to find the parameters we are looking for specific to the medicine we are aiming to create from this particular plant material. From here a decision is made to select the product we want to extract based on the report, or to return it and sample other plant material to find the results we need to develop the specific formula of medicine that we are aiming to develop.

Based on testing results, the analytical chemist will either approve the tested batch of plant material for extraction, or deny it in favor of running the same test on another batch. A batch may be denied if the desired properties for medicine formulation are not found in the initial analysis or if foreign objects and contaminants in the plant material render it unusable

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The compounds that are collected are based on the analytical results of step 1. These compounds will ultimately end up being a separate combination of terpenes,

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cannabinoids, waxes, lipids, and plant oils.

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Once both extraction methods are complete all yields of extracted compounds from the collection vessels are harvested per the Harvesting and Storage of Compounds SOP. Harvested compounds are put into storage by the head extractor (with help from lab assistants) in the under-cabinet fridge where they await pre-purification testing.

The next step in the process is pre-purification testing. Again per the Standard Testing Protocols SOP, this entails the process chemist pulling extracted compounds from the under-cabinet fridge and running them through the pre-purification analysis method per the Pre-Purification Analysis SOP.

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This process gives us critical information to ensure that our product will not contain less than 95% or more than 105% of the concentration of THC or total CBD indicated on the label. This process further informs more targeted dosage and precise delivery of the medicine.

Based on the results of our pre-purification analysis of the extracted compounds, the analytical chemist identifies which extracted compounds are to be selected for purification to develop the final formula for the desired end product.

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and purify our compounds.

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This process selects for the specific building blocks of the desired end products, and is critical for the consistency of our formulas. [redacted] These building blocks come in the form of purified, individual cannabinoids and terpenoids that can be mixed to develop the exact formula of cannabinoids for precise dosing. This includes any ratio of one cannabinoid to the next and also protects the integrity of our product labels to again make sure that the product will not contain less than 95% or more than 105% of the concentration of THC or total CBD indicated on the label.

Continuing with the Standard Testing Protocols SOP, the purified compounds are tested one final

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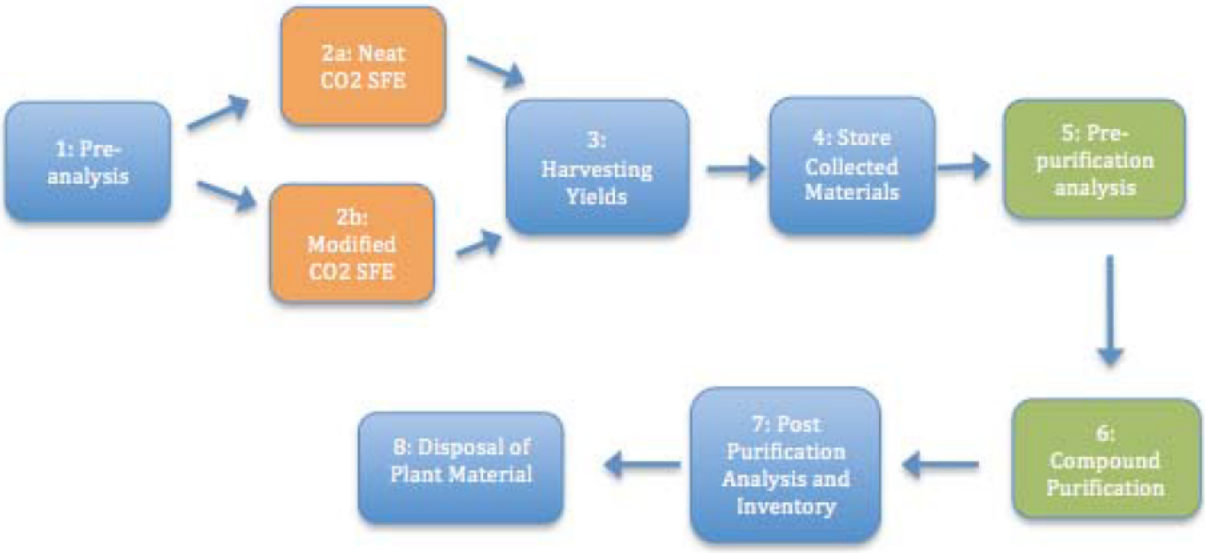
time in the extraction phase per the Post Purification and Inventory SOP. This final analysis entails one more round of post-purification testing to make sure the purification process achieved the desired result. Extracted/purified compounds that are not approved are for re-purification (per Re-Purification SOP's) or destroyed and logged in accordance with the Waste Disposal SOP. This post-purification process is the final measure during the extraction stage to guarantee label accuracy in conjunction with the prescribed formula, and finishes with approved purified compounds being sent out for manufacturing while storing adequate samples for both third party testing and department-requested sample testing per State regulations. The extraction process is fully completed when the extracted, (now unusable) plant material, is discarded per the Waste Disposal SOP and all equipment cleaned and sterilized per extraction equipment maintenance SOP's.

All compounds are weighed, labeled, and recorded into the seed to sale inventory system per inventory tracking SOP's throughout the entire extraction process.



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BRANDS OFFERED

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NORTH SHORE-LIJ/FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH (FIMR) & SILVERPEAK NY LLC

Our selection of brand cannabinoid profiles is currently informed by anecdotal and limited research into medical cannabis. However, through our joint venture, and association with North Shore LIJ and the Feinstein Institute for Medical Research, we anticipate ongoing refinement of cannabinoid profiles as we collect real-world data.

SUMMARY

The North Shore-LIJ Health System, through its participation in Silverpeak NY LLC, has developed a comprehensive research approach with the goal of meaningfully advancing the science behind medical marijuana.

As stated in the operational documents of the joint venture, a significant portion of all profits from medical marijuana dispensing operations will be reinvested in related pre-clinical research and clinical trials, based out of the nationally prominent Feinstein Institute for Medical Research (FIMR). This funding, combined with a detailed primary data capture strategy, the resulting feedback loop throughout the entire supply chain and the FIMR's internationally recognized research infrastructure provide Silverpeak NY LLC a truly unique ability to achieve myriad public objectives relating to medical marijuana research within the State of New York.

To date, the FIMR / Silverpeak NY LLC joint research plan has received input and support from the following leading North Shore-LIJ researchers and clinicians:

- **Schizophrenia, Bipolar Disorder, Addiction:** Drs. John Kane, Anil Malhotra, John Morgenstern
- **Neurology, Epilepsy, Pain, Movement Disorders:** Drs. Souhel Najjar, Andy Feigen, Robert Duarte, Luca Gilberto
- **Oncology:** Drs. John Boockvar, George Raptis, Alexis Demopoulos, Danijela Levacic
- **Alzheimer's Disease:** Drs. Peter Davies, Blaine Greenwald, Jeremy Koppel
- **Internal Medicine:** Drs. Thomas McGinn, Andrew Yacht
- **Autoimmunity:** Dr. Betty Diamond
- **Crohn's:** Dr. Keith Sultan
- **Pediatrics:** Dr. Charles Schleien

The full research roadmap that follows represents Silverpeak NY LLC's core interest in receiving Registered Organization licensure. Its components include:

1. *Developing an Evidence Base*: Medical marijuana research historical summary and the FIMR's approach to science in the field
2. *FIMR Summary*: High-level information and statistics on the Feinstein Institute for Medical Research
3. *The Need For Pre-Clinical Data and Data Capture Approach*
4. *Silverpeak NY LLC Medical Marijuana Interest and Opportunities*: Detailed disease-specific planned investigations by leading researchers

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DEVELOPING AN EVIDENCE BASE

While the health-promoting effects of marijuana were celebrated by ancient civilizations, realistic concerns in western culture over its abuse potential, together with political and cultural forces, have inhibited attempts at validating its medicinal utility. Although currently very popular across a large demographic of the United States for treating multiple conditions and complaints, the scientific basis for the use of medical marijuana remains largely anecdotal. Prior to integrating medical marijuana into the modern medication armamentarium, it must be subjected to current standards of scientific validation. The proposed research program at the Feinstein Institute for Medical Research, the biomedical research division of the North Shore-LIJ Health System, will offer the first comprehensive strategy for testing and, as supported by scientific evidence, integrating marijuana and oral cannabis extracts into normative medical practice.

In early times, prior to formal hypothesis testing, remedies gained popularity, first anecdotally and then culturally. Requiring a clinical *trial* - a formal examination of evidence - is the central dogma of the modern western approach to health care, and a fair trial is really what is missing from the medical marijuana literature. Beyond the political debates about the consequences of marijuana use and the voices of advocacy organizations exhorting the medical establishment to dispense with traditional attitudes towards a controversial plant, cannabis as a medicine cannot be accepted as legitimate within the western medical community unless it is subjected to the scientific method of experimentation. The overarching aim of the medical marijuana research enterprise at the Feinstein Institute is to examine this drug, albeit one of natural rather than synthetic origin, with the same conformity of treatment response to prediction that we expect of any other medical intervention. Our endeavor will comprise a 'bench to bedside' endeavor, from molecular biology to disease modeling to clinical trials, for a wide spectrum of conditions. There are certainly no guarantees, and as in all science, we begin by accepting the possibility that what is widely believed to be panacea may in fact be nothing more than placebo - fanciful expectation guiding perception and becoming treatment effect. But our scientific approach will provide the answers to the critical, currently unanswered questions about medical marijuana that have left patients and physicians guessing: for what conditions? How much? What kind?

Integrating medical marijuana into the modern catalogue of drug treatment will require an unprecedented effort across biomedical disciplines. In many ways, this is a game of 'catch-up.' Typically, a drug is developed, and its toxicities and safe dosing ranges are established prior to ever being administered to patients. Marijuana has enjoyed great popularity, and in effect, the tolerability studies have already been done. Psychosis is a known byproduct of THC toxicity. Additionally, there is some potential for cardiovascular risk, probably in those with pre-existing disease diatheses. However, given the magnitude of the collective exposure, evidence suggests that cannabinoid interventions are very well tolerated. Given the known general tolerability, what are the next steps that need to be taken to develop an informed clinical trials design?

Fundamentally, before efficacy studies can really be done, what is missing is a strategy for species selection, dosing and delivery system. How do we know which species to give? How do we determine an effective dose? What are the anticipated side-effects? What is the best among the approved delivery systems? The cannabis community is unanimous in its belief that a fundamental pharmacodynamic distinction exists between the two most common species of cannabis: cannabis

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indica, a plant that typically grows short and wide, is prone to producing a "physical body high…a deep relaxing feeling," while cannabis *sativa* is more likely to be invigorating or psychedelic. Marijuana strains typically produced by growers for medicinal purposes range from pure *sativa* to pure *indica*, along with hybrid strains of most combinations in between - 30%/70% *indica/sativa* to 80%/20% *indica/sativa.* The clinical lore is that *indica* dominant strains are effective for pain, spasticity and seizures, while *sativa* may be more psychoactive and helpful for problems with fatigue and depression. Is this distinction genuine? Does it exist independent of the constituent ratios of THC/CBD? Work at the Feinstein Institute for Medical Research will include studies in animal models and human studies to examine the potential dichotomous response to species and hybrids of marijuana, and then determine the active constituents and their side-effect profiles to help guide future extraction strategies. Research in both animals and humans will also include a range of dosing schedules and information collected to help determine approximate half-lives of cannabinoids when administered with each approved delivery system. This will be critical in guiding future therapy with information regarding the best delivery system for each putative indication, and providing assurance that a known concentration of the drug will remain at the target tissue site for the desired duration of exposure.

In addition to playing a major role in the improved clinical care of the citizens of New York State, the Feinstein Institute intends to be an international reservoir of data for the clinical applications of marijuana and oral cannabis extracts. Those conditions for which important pharmacologic experiments could potentially be conducted at the Feinstein Institute include Alzheimer's disease, lupus; cancer, pain syndromes, seizures, Crohn's disease and schizophrenia. Serving as a representation of the larger scope of planned research at the Feinstein Institute, an outline of some of the disease-specific investigations are included in the "Silverpeak NY LLC Medical Marijuana Interest and Opportunities" section on page 9.

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THE FEINSTEIN INSTITUTE: ADVANCING SCIENCE TO CURE DISEASE AND TREAT PATIENTS

As the research enterprise of the North Shore-LIJ Health System, The Feinstein Institute for Medical Research stands at the threshold of an extraordinary time in medicine. The rapid pace at which technology and our deeper understanding of science has evolved over the past several decades – such as the discoveries and advances made in molecular medicine by Feinstein Institute researchers – is now changing the way we approach and practice medicine. The Feinstein Institute's unique role within the broader health system positions us to capitalize on these advances and conduct research that will improve the health and wellness of people throughout the communities we serve.

A Strategic Look: What Sets the FIMR Apart

The mission of the Feinstein Institute is to conduct research to improve how medicine is practiced. Our strategies are not only changing the face of medical research, but the way medicine is delivered, and arise from the distinctive presence that the Feinstein Institute has within NSLIJ.

Feinstein Institute Summary Statistics

- Ranks among the nation's top six percent of all institutions that receive funding from the National Institutes of Health
- Total yearly research investment: $70,092,489
- Total administrative cost: $8,777,436
- Facilities and capital spending: $8,802,075

We're redefining medicine by drawing on 1,500 renowned and respected scientists and researchers who are collaborating with organizations worldwide to make discoveries in the fields of behavioral health, cancer, sepsis and autoimmune diseases. A select few are listed below. North Shore-LIJ's large geographic footprint provides an immense opportunity for clinical research faculty and staff who enroll more than 15,000 people in over 2,100 clinical trials every year for new treatment protocols. Because clinical trials can help many patients for whom there would be no other hope, the health system can rapidly translate research results from the Feinstein Institute into success stories for many patients.

Dr. John Kane played a key part in the discovery and testing of drugs that are now the standard of care for schizophrenia.
Dr. Peter Davies received the Potamkin Prize – one of the most prestigious, competitive awards in neurology – for his unprecedented research in Pick's, Alzheimer's and related diseases.
Drs. Kanti Rai and Nicholas Chiorazzi helped develop the current treatments for chronic lymphocytic leukemia (CLL), the most common form of leukemia in males.
Dr. Kevin Tracey discovered how the brain controls the immune system, including blocking TNF, a therapeutic target for many autoimmune diseases such as rheumatoid arthritis and IBD.
Dr. Betty Diamond and her research group helped to develop and get approval for the first new drug to treat lupus in 30 years.
Dr. David Eidelberg developed new ways to diagnose patients with Parkinson's and Huntington's diseases before they develop symptoms, enabling very early-stage diagnosis and increasing the

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chances for successful treatment.

NEED FOR PRE-CLINICAL DATA AND DATA CAPTURE APPROACH

Few products exist that solve the difficult problem of incomplete information on how to achieve effective dosing with medical cannabis for treating numerous conditions and symptoms. Due to the unique legal positioning of medical cannabis compared to other medicines, it suffers from a dearth of high-quality studies such as the gold-standard FDA Phase III study. While there have been studies that have examined the use of medical cannabis, they have generally been smaller in scale, with significantly divergent dosing protocols, and published in less renowned journals. The lack of definitive, authoritative information creates three problems that currently afflict the medical cannabis industry. First, the lack of standard FDA trials creates a disincentive for physicians. Second, the lack of authority behind current medical cannabis contributes to a cultural belief that the medication lacks legitimacy. Finally, without data driven dosing guidelines, even those patients that do wish to explore medical cannabis in their own regimens have to go through the difficult process of titrating the medication to determine what is effective, relying on anecdotes and trial-and-error.

Silverpeak NY LLC's data capture and analytics strategy is clearly defined and will be operationalized early in the company's lifecycle. This data will be used to both optimize operations and inform pre-clinical research and clinical trials design.

To that end, Silverpeak NY LLChas partnered with [redacted], the developers of a proprietary application that resolves data sparsity problems by collecting information from current and new medical cannabis users in a large scale, in vivo trial format that aggregates that data and makes it available in a useful format. The app functions by collecting specific treatment regimens from individual users. Data is then aggregated and, after consultative review by North Shore-LIJ and [redacted] physicians, used to generate statistically effective treatment regiments that are relayed to our patient user base. Similarly, this data can provide insight for physician specific reports, which may be utilized by both prescribing physicians, physicians interested in prescribing and medical cannabis representatives wishing to educate and enroll physicians.

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The [redacted] resolves issues on the patient side by creating a large scale, data driven, in vivo trial to assist current users in achieving the optimal dosing strategies while also providing objective evidence to patients who may benefit from the therapeutic qualities of medical cannabis. As was stated previously, current patients rely on personal experimentation and individual

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regimens that have demonstrated efficacy. This information is then given back to our users in a format that allows them to easily understand where they fall on the dosing spectrum and how they may want to alter their regimen to achieve greater therapeutic outcomes. This information resolves two distinct problems: first, it improves the outcome and the drug's ease of use for current patients; and second, it demonstrates value to new patients by showing actual data to demonstrate the medication's therapeutic utility.

The information we obtain using patient reporting will also assist in educating physicians in the form of compiled reports. These reports will not only have the distributional information available to patient users, but will provide in depth information regarding symptom relief for each condition as well as the frequency and severity of side effects, allowing those physicians to easily assist patients who are suffering from side effects. Additionally, the [redacted] has patient history export functionality, simplifying patient monitoring and assistance. By providing this information, prescribing physicians will more easily be able to achieve the best possible outcomes with minimal time and effort.

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SILVERPEAK NY LLC MEDICAL MARIJUANA INTEREST AND OPPORTUNITIES

Jeremy Koppel, M.D., Peter Davies PhD.
Litwin-Zucker Research Center, Alzheimer's disease

Scope of Operations

The Litwin-Zucker Research Center at the Feinstein Institute for Medical Research was designed with the primary goal of performing translational human research, and we are well equipped for that purpose. Our clinical assessment area includes two 160 square foot examination/procedure rooms, two 180 square foot sound proofed cognitive testing/patient consult rooms, clean and soiled utility rooms, a secure medication area, a large patient waiting area with kitchenette, a conference room, and ample office space. In addition, we have extensive laboratory space with frozen and refrigerated storage areas and a computerized bar-coding system for de-identifying and recording sample acquisition, storage and retrieval.

The Litwin-Zucker Center has a diverse clinical staff, which includes a geriatric psychiatrist, two neurologists, two neuropsychologists, a registered nurse, a post-doctoral research fellow, and

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several research assistants. The staff is experienced working with adult subjects from ages 21 to 95 years of age, including subjects who have cognitive impairment. The psychiatry/psychology staff is also proficient in the assessment of psychiatric illnesses and problems including addiction. Since opening our doors we have provided research assessments on over 1200 subjects and healthy controls, and have been a site for many Phase III industry sponsored clinical trials in Alzheimer's disease.

The Litwin-Zucker Research Center maintains a full biomolecular research laboratory that specializes in the biochemistry and tissue pathology of Alzheimer's disease, with a wide spectrum of disease focus, from cell systems to animal modeling to post-mortem investigation. In addition to bench space with automated biochemical assay equipment, the laboratory includes cell culture space, dark room space, and equipment required for tissue processing.

Key personnel

(i) Jeremy Koppel, M.D. is a physician scientist at the Feinstein Institute for Medical Research and a geriatric psychiatrist treating patients in the outpatient, inpatient, and nursing home setting at the Zucker Hillside Hospital, both under the umbrella of NSLIJ. Dr. Koppel is an investigator on industry sponsored clinical trials in Alzheimer's disease, and conducts his own clinical and basic science research.

(ii) Peter Davies, PhD. is a world renowned Alzheimer's research scientist and director of the Litwin-Zucker Research Center at the Feinstein Institute for Medical Research. He was the winner of the prestigious 2015 Potamkin Prize for Research in Pick's, Alzheimer's and Related Diseases awarded by the American Academy of Neurology.

(iii) Blaine Greenwald, M.D. is the Vice-Chairmen, Department of Psychiatry, and Chairman of the Division of Geriatric Psychiatry. Dr. Greenwald is a well-established researcher in geriatric psychiatry.

Dr. Koppel and Dr. Davies have published several papers exploring the endocannabinoid system in Alzheimer's disease:

- Targeting the endocannabinoid system in Alzheimer's disease
  - Koppel J, Davies P.
  - J Alzheimers Dis. 2008 Nov;15(3):495-504.
- Endocannabinoids in Alzheimer's disease and their impact on normative cognitive performance: a case-control and cohort study.
  - Koppel J, Bradshaw H, Goldberg TE, Khalili H, Marambaud P, Walker MJ, Pazos M, Gordon ML, Christen E, Davies P.
  - Lipids Health Dis. 2009 Jan 14;8:2.
- CB2 receptor deficiency increases amyloid pathology and alters tau processing in a transgenic mouse model of Alzheimer's disease.
  - Koppel J, Vingtdeux V, Marambaud P, d'Abramo C, Jimenez H, Stauber M, Friedman R, Davies P.
  - Mol Med. 2014 Mar 14;20:29-36
- Cannabinoid CB2 receptors in a mouse model of Aβ amyloidosis: immunohistochemical

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analysis and suitability as a PET biomarker of neuroinflammation

- Alena V Savonenko;Tatiana Melnikova; Yuchuan Wang; Hayden Ravert; Yongjun Gao; Jeremy Koppel; Deidre Lee; Olga Pletnikova; Eugenia Cho; Nuzhat Sayyida; Andrew Hiatt; Juan Troncoso; Peter Davies; Robert F Dannals; Martin G Pomper; Andrew G Horti.. PLOS ONE, in press.

Potential Research Opportunities in Field

(i) The use of medical marijuana in Alzheimer's disease- A dual approach: preventing the disease, treating the behavioral syndrome

Alzheimer's disease (AD) is a neurodegenerative brain disease has an estimated prevalence of 6-9% in people age 65 which increases to nearly 50% in people age 85. The pathogenesis of the disease remains elusive, though the disease is associated with a neuropathology highlighted by extracellular amyloid β protein (Aβ) comprised of aggregates of fragments 40-42 amino acids in length, derived from the cleavage product of the β amyloid precursor protein in both diffuse and neuritic plaques; as well as intracellular neurofibrillary tangles composed of accumulations of paired helical filaments of the microtubule associated protein tau (Davies and Koppel, 2009). Beyond the protein pathology of AD, the most salient feature of the disease, and the one which continues to elude investigation into its etiology, is the striking loss of brain cells seen in brain sections of these patients (Terry and Gonatas, 1964). Currently, there is no cure for AD, and the treatments that are available provide modest symptomatic relief, rather than robust treatment. Evidence, some reviewed below (detailed more extensively in Koppel and Davies, "Targeting the endocannabinoid system in Alzheimer's disease," 2008) points towards the potential benefit of early intervention with cannabinoid therapies in providing a balanced immune protection against the development of disease. A major focus of research efforts around medical marijuana for Alzheimer's disease will be to provide basic molecular biologic research data that will inform the use of products coming from our own dispensaries in randomized clinical trials aimed at testing the ability of these products to prevent Alzheimer's disease.

The behavioral syndrome of AD is, unfortunately a nearly ubiquitous component of the illness. At all stages of the disease, from pre-clinical, to advanced, behaviors such as agitation and aggression; hyperactive motor behavior; depression; psychosis; and insomnia can cause great distress in patients and create havoc for caregivers. To date, there are no FDA approved therapies for treating these morbid syndromes. A second major research focus around medical marijuana for Alzheimer's disease will be to explore the potential of these products in laboratory models of behavioral disturbance, and to test them in targeted patient populations suffering from specific behavioral syndromes.

(ii) Why use medical marijuana to prevent AD?

There is an emerging interest -based on human, animal and cell culture models- in the relevance of the endocannabinoid (eCB) system to the neurodegenerative disease process of AD (for a complete review see Koppel and Davies, 2008). It has been previously demonstrated that in AD there is an abundant and selective expression of CB_2 receptors on immune cells in the brain,

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presumably in response to activation of the eCB system (Benito et al., 2003). Consistent with this, antibodies that target CB_2 receptors in post-mortem tissue from AD patients have revealed dense CB_2 expression in areas populated with immune cells around the plaque pathology of AD. No CB_2 receptor expression was detected in similar areas from healthy individuals. Additionally, increased eCB enzymatic activity was selectively demonstrated in regions of plaque, suggesting increased eCB production with subsequent enzymatic degradation (Ramirez et al., 2005). Mice that express mutated human genes that cause familial AD have been used to explore eCB participation in the AD pathological process. In these studies, elevated levels of eCBs have been reported in the brains of afflicted mice relative to age and gender matched controls (Pardon et al., 2009). Our own work with similar transgenic mice supports targeting the CB_2 receptor in order to ameliorate AD pathology. We crossed a mouse that had a deleted CB_2 receptor with a mouse carrying a mutated human AD gene and examined the progeny, finding that this cross produced a mouse with accelerated plaque pathology and altered tau processing due to the absence of the receptor (Koppel and Davies, 2014). *This data suggests that the CB_2 receptor is over-expressed in AD and may function to dampen plaque pathology and impacts tau. Medical marijuana, in stimulating the CB_2 receptor, may provide support for the eCB system and provide protection from evolving plaque pathology.*

(iii) The Behavioral Syndrome of AD

Behavioral disturbances associated with AD comprise a wide array of symptoms, from agitation and aggression to disturbed perceptions and beliefs to sleep problems to wandering and rummaging, and, late in disease, abnormal motor activation (Kales et al., 2015). Agitation itself describes a wide variety of behavioral symptoms including low frustration tolerance; argumentativeness; inappropriate screaming or crying out; and rejection of care. One or more of these symptoms affect nearly every person with AD over the course of their disease. The Cache County study found that the five year prevalence of behavioral and psychological symptoms of dementia approaches 97%, and symptoms often co-occur (Steinberg et al., 2008). The consequences of behavioral syndromes include care-giver stress and depression, increased cost of care, lower quality of life, and unfortunately for many, eventual placement out of the community into skilled nursing care; regrettably, owing to failure of effective treatments, behavioral disturbance is amongst the most common indications for placement. Up to a third of dementia care costs have been attributed to the management of behavior symptoms.

The etiology of behavioral symptoms in AD are determined by a number of factors, including the impact of medical illness on brain function, failed attempts at expressing unmet needs, pre-existing personality features, co-morbid underlying psychiatric illness, and, potentially, the neurobiology of AD itself. There is some evidence from neuroimaging studies that particular symptoms are associated with deficits in brain function in specific regions. Our own research has implicated the frontal cortex in the development of psychotic symptoms in AD (Koppel et al., 2013), with evidence suggesting that a discrete neuropathology in this region may be to blame. Perturbations in neurotransmitters critical to mood and behavior that are produced in the brain stem and project to higher cortical brain regions such as serotonin, norepinephrine, and dopamine, may contribute to the emergence of distressing neuropsychiatric symptoms.

Unfortunately, existing therapies for behavioral syndromes have largely proven ineffective at best, and in some cases fraught with side-effect and mortality risk. No drugs have been approved by

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the Food and Drug Administration for behavioral symptoms related to AD. The drugs that are utilized, such as antidepressants, antipsychotics, and anticonvulsants, are given off-label (Kales et al, 2015). There is good evidence for the use of antipsychotics- both conventional and newer atypical drugs- in treating physically aggressive forms of agitation. However, randomized clinical trials have not demonstrated efficacy beyond that afforded by placebo for other neuropsychiatric symptoms; additionally, these medications are associated with weight gain, diabetes, metabolic syndrome, cognitive decline, and increased risk of mortality. This has led FDA to issue a black box warning for the use of these drugs in the dementia population. There is some evidence that newer serotonin reuptake inhibiting antidepressants (SSRIs) such as sertraline and citalopram, may confer some modest benefit in managing agitation. Anticonvulsants, such as valproic acid, while widely prescribed, have not been shown to be efficacious in placebo-controlled studies, and have low tolerability in the demented population with side-effects such as sedation, gait disturbance, and tremor. Clearly, novel treatments are desperately needed for patients and caregivers struggling with challenging dementia-related behaviors

(iv) Cannabinoid therapies for managing behavioral syndromes, why medical marijuana?

Delta-9-Tetrahydrocannabinol (THC), nearly since its discovery as the psychoactive constituent of marijuana, has enjoyed a reputation for euphoric and mildly sedating properties which may be encouraging for future use as an anti-agitation agent. Additionally, compared with the existing cabinet of sedating treatments, the relative absence of cannabinoid receptors in the brain stem affords protections against respiratory suppression. The effects of THC on behavior are likely mediated by CB1 receptors expressed on neurons in several brain regions, including the amygdala, hippocampus, and basal ganglia. Downstream consequences of stimulation of CB1 with relevance to agitation syndromes include inhibition of neurotransmitter release, and interaction with opiate pathways. Several studies have looked specifically at THC in the management of agitated syndromes. These studies have a suggested that motor agitation, especially nocturnal restlessness, insomnia, and rummaging, can be improved with the administration of THC. (Wather et al., 2006; Volicer et al.,1997). Recently, the results of a randomized placebo-controlled clinical trial were reported that evaluated oral THC, 4.5 mg per day, in the treatment of dementia-related agitation (van den Elsen, Neurology, 2015). THC was well tolerated in this population, but was not demonstrated to be superior to placebo. This may have been a consequence of dosing that was too low to anticipate significant therapeutic effects; indeed, one problem with synthetic formulations of THC is that they lack other phytocannabinoid constituents, such as cannabidiol (CBD), that may mitigate against psychotomimetic effects, and allow the dose of medication to be pushed into a therapeutic range. Research with medical marijuana will largely resolve this deficiency; the use of plant-derived compounds will allow investigators to target specific ratios of active constituents and dose patients with multiple cannabinoids at once, avoiding isolated THC effects.

Potential Research Outcome Measures

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Sean Hwang, MD
Neurology, Division of Epilepsy, at NSLIJ –Cushing Neuroscience Institute

Scope of Operations

The Epilepsy Center at NSLIJ –Cushing Neuroscience Institute, Department of Neurology, is a National Association of Epilepsy Centers Level 4 accredited epilepsy center, clinical and research practice, serving the New York Metropolitan area and Long Island. The center employs a multidisciplinary team that includes neurologists, a nurse practitioner, neuropsychologists, a social worker and a neurosurgeon, who offer diagnostic services as well as complex medical therapies and surgical options for the treatment of seizures.

Many patients who suffer from intractable seizures require a personalized treatment plan and a higher level of care that may only be available in a specialized program.

There is a main adult neurology outpatient office at where in the prior year there were 446 new adult patient visits, and 1718 follow up patient visits. In addition, there were over 550 adult outpatient Medicaid seizure clinic visits at LIJMC. Our inpatient epilepsy monitoring unit at NSUH has 6 beds and admitted 330 patients, with 18 surgical cases with subdural electrode implantation, and 5 surgical cases requiring electrocorticography. Outside of our EMU, amongst patients admitted to NSUH or LIJMC we conducted nearly 1583 continuous video EEG evaluations.

At Cohens Children's Medical Center there were 464 epilepsy related admissions, 635 video EEGs conducted, and 2,688 pediatric epilepsy related outpatient visits.

Clinical Trial Infrastructure

The Cushing Neuroscience Institute, Department of Neurology, can rely on the following outpatient and inpatient capabilities:

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(i) Neurology Faculty Practice, outpatient facility, 611 Northern Boulevard, Great Neck, NY 11021, 516-325-7000

(ii) LIJ Neurology Clinic, LIJ Medical Center (LIJMC), 270-05 76th Ave, New Hyde Park, NY 11040, 718-470-4400

(iii) Neurology inpatient ward service at North Shore University Hospital (NSUH), 300 Community Drive, Manhasset, NY 11030, 516-562-4300.

(iv) Pediatric Neurology service at Cohen's Childrens Medical Center. 269-01 76th Ave, New Hyde Park, NY 11040. 516-465-5255

(v) Zucker-Hillside Psychaitric Hospital, 75-59 263rd St, Glen Oaks, NY 11004, 718-470-8100, in-patient and out-patient psychiatric hospital and clinic.

(vi) The Feinstein Institute for Medical Research, 350 Community Drive, Manhasset, NY 11030, will provide the resources for IRB and regulatory support, protocol and statistical design, and data analysis.

Key personnel

(i) Dr. Sean T. Hwang, MD: Assistant Professor of Neurology. Clinical Neurophysiology - EEG Fellowship Site Director, Attending in Neurology at North Shore University Hospital. Dr. Hwang is board certified with specialized training in clinical neurophysiology and in the care of epilepsy patients. Dr. Hwang earned his MD from Tufts University, and completed his residency in neurology at Stanford University Medical Center before completing a fellowship in EEG and Epilepsy at Columbia University Medical Center. Dr. Hwang is member of the American Academy of Neurology, the American Clinical Neurophysiology Society, and the American Epilepsy Society. He is also a member of the Long Island Epilepsy Foundation Professional Advisory Board. Dr. Hwang specializes in the diagnosis and treatment of seizures, the interpretation of neurophysiologic studies, operative planning for epilepsy surgery, and in performing functional cortical mapping. Dr. Hwang's research interests also involve studying the interaction between epilepsy and behavior.

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(ii) Dr. Scott Stevens, MD: Assistant Professor of Neurology. Medical Student Neurology Clerkship Director, Attending in Neurology at North Shore University Hospital. Dr. Stevens completed medical school at SUNY- Upstate Medical University, neurology residency at Brown University Medical School, and fellowship in EEG and epilepsy at North Shore LIJ. He is currently board certified with specialized training in clinical neurophysiology and in the care of epilepsy patients.

(iii) Dr. Joseph Maytal, MD: Professor of Neurology, Chief of Division of Pediatrics - Pediatric Neurology. Dr. Maytal completed medical school at Sackler School of Medicine (Tel Aviv University), neurology residency at Albert Einstein College of Medicine - Yeshiva University and Brookdale Hospital Medical Center, and fellowship in EEG and epilepsy at Albert Einstein College of Medicine - Yeshiva University. He is currently board certified with specialized training in child neurology.

(iv) Dr. Shefali Karkare, MD: Assistant Professor of Neurology. Dr. Karkare completed medical school at Lokmanya Tilak Municipal Medical College, neurology residency at University of Michigan Medical Center - Ann Arbor and Weill Cornell Medical College, and fellowship at New York Hospital Weill Cornell Medical Center. She is currently board certified with specialized training in child neurology.

(v) Dr. Josiane LaJoie, MD: Assistant Professor of Neurology. Dr. LaJoie completed medical school at Medical College of Pennsylvania, neurology residency at New York Hospital Weill Cornell Medical Center, and fellowship in pediatric EEG and epilepsy at Albert Einstein College of Medicine - Yeshiva University. She is currently board certified with specialized training in child neurology and clinical neurophysiology.

(vi) Dr. Sarah Schaffer, PhD: Neuropsychologist, and Neuropsychology Fellowship Director.

(vii) Debbie Risbrook, FNP: Nurse practitioner for the epilepsy division, closely involved with the patient care and clinical research.

(viii) Connie Lau, MS, CCRC: Certified clinical research coordinator for the epilepsy division, with extensive experience with drug trials, FDA, HIPAA, ICH-GCP guidelines, IRB and regulatory procedures, and patient enrollment.

(ix) Neurology residents, fellows, psychology fellows, and medical students will be potentially involved in the research project as well.

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Potential Research Opportunities in Field

According to recent CDC estimates, about **5.1 million** people in the United States have had a diagnosis of epilepsy or a seizure disorder. Seizures intractable to current medical therapy affect approximately a third of patients with epilepsy. This population is vulnerable to accidental injury, medical complications, and death as a result of poor seizure control. The CDC estimates the costs of epilepsy to the U.S. economy to be near $15.5 billion due to loss of financial/social independence (withdrawing from job market, working fewer hours), in addition to health care costs.

Several animal studies suggest that cannabis and its constituents possess anti-seizure properties (cited below 1-4). A few studies have demonstrated a benefit in human subjects (cited below 5-7). Previously conducted trials in human subjects have yielded promising results, though were limited by the number of subjects, patient selection, and lack of observer blinding. There are also extensive anecdotal reports of the positive effects of cannabidiol (CBD) for patients with epilepsy, though there is limited efficacy and safety information available.

Additional research is needed to further elucidate and confirm the anti-convulsive effects of cannabis. More systematic, well controlled studies appear to be warranted to better understand if marijuana is a safe and effective treatment for patients with seizures. The NSLIJ Comprehensive Epilepsy Center possesses the capability of investigating this potentially favorable therapy among a large population of patients with intractable epilepsy within the New York Metropolitan and Long Island region.

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Potential Research Outcome Measures

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Dr. John A. Boockvar, MD
Director, Brain Tumor Center-Lenox Hill Hospital, Division of Neurosurgery

Scope of Operations

Work in the Laboratory for Brain Tumor Biology and Therapeutics, directed by Marc Symons, PhD, and John Boockvar, MD, is on the identification and validation of novel therapies for the treatment of brain tumors. Dr. Symons has identified semapimod, an anti-inflammatory drug, as a novel treatment for glioblastoma. Recently, Dr. Symons and coworkers have designed and a drug that sensitizes tumor cells to radiation and this drug is now in preclinical development for the treatment of medulloblastoma. The laboratory also is studying ways to improve the delivery of drugs across the blood-brain barrier (BBB), focusing on the optimization of intra-arterial delivery (IA) to brain tumors. Dr. Boockvar currently holds four INDS from the FDA for the delivery of chemotherapy to patients with malignant brain tumors and is the principle investigator of nine human clinical trials that use IA to improve the therapeutic efficacy of drugs, including bevacizumab, cetuximab, carboplatin and temozolomide, for patients with glioblastoma. Thus, expertise in the Brain Tumor Biology and Therapeutics Laboratory ranges from tumor cell biology, to preclinical drug development

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and clinical trial design and management.

Key Personnel

- Dr. John A. Boockvar - Neurosurgeon, Director Brain Tumor Center-Lenox Hill Hospital
- Sherese Fralin, MSN, FNP - Neuro Oncology Research Nurse Practitioner
- Dr. Marc Symons - Co-Director, Brain Tumor Biotech Center
- Dr. Souhel Najjar - Chairman Neurology
- Dr. Maria Ruggieri - Radiation Oncologist
- Dr. Alexis Demopoulos - Neuro Oncologist
- Ashley Ray, MSN, FNP - Neuro Oncology Nurse Practitioner
- Dr. Jonathan Knisely - Radiation Oncologist
- Dr. Danijela Levacic - Neuro Oncologist
- Tamika Wong, MPH - Clinical Research Manager

Potential Research Opportunities in Field

One of the most active areas of research in the cannabinoid field is the study of its use as an antitumoral agent. Cannabinoid administration has been shown to have an anti-tumor effect on glioma xenografts in mice and rats as well as in vitro.

Available Pre Clinical Data

- Combined treatment with THC and Temozolomide to reduce the growth of glioma cells in xenografts and human subjects
- Combined treatment with THC and Temozolomide to enhance cell mediated death in xenografts and human subjects
- Combined treatment with THC and CBD to enhance glioma cell death in xenografts and human subjects
- Combined treatment with THC + CBD + Temozolomide strongly reduces the growth of glioma xenografts
- Combined treatment with Temozolomide and cannabinoids overcomes the resistance of glioma xenografts to Temozolomide antitumoral action

Future Directions of Glioma Research

- Researching and formulating the most efficacious CBD to THC ratio for anti-tumor effects
- Researching customized formulations of cannabinoids in glioma patients to optimize
- concurrent symptom management
- Designing and conducting new clinical trials for glioma patients combining cannabinoids,
- radiation and chemotherapeutic agents.

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- Studying the effects of anti-tumor effects, quality of life, symptom management and
- cognition for patients receiving controlled doses of cannabinoids

Potential Research Outcome Measures

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Robert Duarte, MD.
Neurology, Cushing Neuroscience Institute, North Shore-LIJ-HS, NY

Scope of Operations

The Pain and Headache Center, at North Shore LIJ –Cushing Neuroscience Institute, Department of Neurology, is a well-established clinical and research practice, serving the community of Long Island, NY and beyond, attracting patients from across county and state borders. The center specializes in the diagnosis and treatment of pain and headaches caused by neurological and psychiatric illnesses as well as hard-to-treat migraines.

Many patients who suffer from severe pain and headache disorders require a personalized headache treatment plan and a higher level of care that may only be available in a specialized

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outpatient or inpatient program. The Center provides treatment plans for migraines, facial headaches, sinus headaches, tension headaches, back and joints pain, fibromyalgia and related conditions.

The Center employs a multidisciplinary team that includes physicians, nurse practitioners, and physician assistants, psychological care providers and rehabilitation professionals who offer medical therapy as well as interventional options for the treatment of the entire spectrum of headaches. Pharmacy experts also guide our daily practice toward the most effective management of pain.

We see an average of 200-240 patients weekly, adding to about 900 patients monthly, of which about 30% represent new patients. Chronic back pain, migraine, painful peripheral neuropathies, including diabetes-related and post-herpetic neuralgias, account for the bulk of our activity. Trigeminal neuralgia, complex regional pain syndrome and other headaches types are also part of our set of treated pathologies.

Clinical Trial Infrastructure

The Cushing Neuroscience Institute, department of neurology, can rely on the following outpatient and inpatient capabilities:

- Neurology and Neuropsychology Faculty Practice, Outpatient facility, 611 Northern Boulevard, Great neck, NY 11021, 516-325-7070
- LIJ Neurology Clinic, Long Island Jewish Hospital, 270-05 76th Ave, New Hyde Park, NY 11040, 718-470-4400
- Neurology and Medicine inpatient unit, faculty service at North Shore University Hospital, 300 Community Drive, Manhasset, NY 11030, 516-562-4300.
- NSLIJRehabilitation Network, 1-800-REHAB-03, and Department of Physical Medicine and Rehabilitation, with their numerous inpatient and outpatient resources in the community.
- Zucker-Hillside Psychaitric Hospital, 75-59 263rd St, Glen Oaks, NY 11004, 718-470-8100, in-patient and out-patient psychiatric hospital and clinic.
- The Feinstein Institute for Medical Research, 350 Community Drive, Manhasset, NY 11030, (516-562-FIMR) and the NSLIJ Health System Institutional Review Board (IRB; 516-321-2100) will provide the setting for the necessary research study ethical procedures and clearance, study design and statistical analysis of the outcomes.

The study will be outpatient-based, mainly at the Outpatient facility. Inpatient facilities, including the psychiatric unit, will have a supporting function for complicated patients.

Key personnel

(i) Dr. Robert Duarte, MD, is Director of the Pain Center and Assistant Professor of Neurology at Hofstra NSLIJSchool of Medicine. Dr. Duarte is board certified in neurology, pain medicine and headache medicine and is also a certified acupuncturist. His clinical interests also include traumatic brain injury and concussion. Dr. Duarte attended Ponce School of Medicine and completed his residency in neurology at Nassau University Medical Center. Post residency Dr. Duarte completed a

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fellowship in pain/headache management at Long Island Jewish Medical Center. Dr. Duarte is President Elect of the New York State Pain Society and a member of the American Headache Society and American Academy of Neurology, Consulting neurologist and member of the New York College of Health Professions. He has been principal investigator and co-investigator in numerous academic and industry-sponsored investigational trials on Triptans, Botox, opioids and Lamotrigine in HA and pain. He also sits on the Admissions Committee for Hofstra NSLIJSchool of Medicine and is board member of the College of Health Professions in Syosset, NY. Dr. Duarte has written multiple chapters on pain, headache, complementary medicine and traumatic brain injury, and has presented ad numerous national and international pain meetings. He lectures extensively and continues to participate in multiple research projects on pain and headache. RDuarte@NSHS.edu.

Selected Publications

- Aurora SK, Dodick DW, Turkel CC, DeGryse RE, Silberstein SD, Lipton RB, Diener HC, Brin MF, Duarte RA; OnabotulinumtoxinA for treatment of chronic migraine: results from the double-blind, randomized, placebo-controlled phase of the PREEMPT 1 trial PREEMPT 1 Chronic Migraine Study Group. Cephalalgia. 2010 Jul;30(7):793-803.

(ii) Dr. Noah Rosen, MD, obtained his MD from Georgetown University School of Medicine, Thomas Jefferson University Hospital & Medical College, completed his internship and neurology residency at New York University School of Medicine, New York University Medical Center, and his pain and headache fellowship at Thomas Jefferson University Hospital & Medical College. He is board certified in both neurology and pain management, and psychiatry. He is the director of the headache center, and director of the neurology residency program at NSLIJ. Dr. Rosen has great experience in managing HA, migraine and chronic pain. He is involved in numerous projects and trial on approaches to HA pain and he has published extensively on the subject:

- CGRP monoclonal antibody study for preventive treatment of chronic migraine.
- Novel use of botulinum toxin for management of chronic migraine with novel injection sites
- Study on use of LBR-101 (a novel monoclonal CGRP antibody) in chronic migraine
- Study on use of Zecuity Patch for acute treatment of migraine

In collaboration with Mayo Clinic Scottsdale and 3 other sites the development of genetic repository for headache disorders, where standardized interviews and genetic materials will be collected for open access genetic headache research through the American Migraine Foundation. NRosen2@NSHS.edu.

Selected Publications

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(iii) Dr. Ronald Kanner, MD, is Chairman Emeritus of Neurology at the Long Island Jewish Medical Center and North Shore University Hospital, he is Professor at the Hofstra NSLIJSchool of Medicine where he also serves as Associate Dean. Dr. Kanner received his MD from the Faculty of Medicine of the University of Madrid, Spain. Following his internship at the University of Pennsylvania (Philadelphia General Hospital), Dr. Kanner completed his residency and chief residency in neurology at the Affiliated Hospitals of Albert Einstein College of Medicine. He then went on to complete two years of fellowship training in neuro-oncology and pain management at Memorial-Sloan Kettering Cancer Center. He joined the faculty at the Albert Einstein College of Medicine to pursue his interest pain management and neurological education. Dr. Kanner established the first Pain Service at the Hospital of the Albert Einstein College of Medicine and, in 1985, he and Dr. Russell Portenoy expanded the service to include Montefiore Medical Center. Dr. Kanner's numerous publications have centered on pain management, both in cancer and non-cancer patients. RKanner@NSHS.edu.

Selected Publications

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- Kanner RM: Which analgesic for the patient with gastrointestinal distress? Primary Care and Cancer 12(6):51, 1992.
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- Kanner RM: Diagnosis and management of neuropathic pain in patients with cancer. Cancer Investigation 19(03):324-33, 2001.
- Kanner RM: Pharmacological approaches to pain management. Continuum 11(6):137-154, 2005.

(iv) Dr. Luca Giliberto, MD, PhD, received his medical degree from the University of Milano, Italy. He then proceeded to train as a Neurologist at the University of Genova, Italy, where he also received his PhD in Neuroscience. Dr. Giliberto pursued his research on the genetic and molecular basis of Alzheimer's disease (AD) since training in medical school, through his first residency and off to a post-doctoral position at Albert Einstein College of Medicine, and finally at the Feinstein Institute for Medical Research, NSLIJHS, with Dr. Peter Davies, as a Research Scientist. He is now completing his U.S. Neurology residency at NSLIJ. He will be appointed faculty at NSLIJ Dept. of Neurology-CNI and

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Feinstein Institute for Medical research, starting July 1, 2015.

His research and clinical interest is focused on the neurodegenerative dementias. He has participated in clinical trials leading to the approval Donepezil by the Italian ministry of health. He has contributed to the understanding of the amyloid signaling pathway and the interaction of amyloid with other molecules, as pathogenic correlates in AD. His interest is in developing a reliable model for AD, the signaling effect of the amyloidogenic pathway and the interaction of neurons, microglia and mesenchimal stem cells in AD pathogenesis.

In collaboration with Dr. Koppel and Dr. Davies, at the Feinstein Institute, he will study the role of cannabinoids in the pathogenesis of brain degeneration, their contribution as immunomodulatory molecules, and their possible role in alleviating some of the symptoms of dementia, namely agitation.

His interest in pain management stems from the clinical experience gained during his residency at NSLIJ working in close contact with Dr. Kanner, Dr. Duarte and Dr. Rosen, and realizing the potential and necessity of finding alternative medications for the treatment of chronic pain.

Dr. Giliberto will be involved in a shared project, with Dr. Rosen, for the establishment of a genetic database for migraine, in collaboration with Mayo Clinic Scottsdale.

lgiliberto@nshs.edu.

Selected Publications

- Guglielmotto M, Monteleone D, Boido M, Piras A, Giliberto L, Borghi R, Vercelli A, Fornaro M, Tabaton M, Tamagno E. Aβ1-42-mediated down-regulation of Uch-L1 is dependent on NF-κB activation and impaired BACE1 lysosomal degradation. Aging Cell. 2012 Oct;11(5):834-44.
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- Cammarata S, Borghi R, Giliberto L, Pardini M, Pollero V, Novello C, Fornaro M, Vitali A, Bracco L, Caltagirone C, Bossù P, Odetti P, Tabaton M. Amyloid-beta42 plasma levels are elevated in amnestic mild cognitive impairment. J Alzheimer's Dis. 2009;18(2):267-71. PubMed PMID: 19584444.
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(v) Dr. Paul J. Mattis, PhD, received his M.A. and PhD at the University of Houston, TX. He completed his internship at North Shore University Hospital, and post-doctoral fellowship in clinical neuropsychology at University Medical Center: Stony Brook. He is the Chief of Neuropsychology at The Cushing Neuroscience Institute, within NSLIJ, and Associate Professor of Neurology at Hofstra NSLIJSchool of Medicine, where he is director of training for Neuropsychology for the departments of Neurology and Psychiatry. He has a strong history of research in the fields of neuropsychology and imaging within the neurological population.

PMattis@NSHS.edu.

Selected Publications

- Mentis MJ, McIntosh AR, Feigin A, Perrine K, Dhawan V, Mattis P, Edwards C, Spetsieris P, Ma Y, Fukuda M, Eidelberg D. Relationships between the metabolic patterns that correlated with mnemonic, visuospatial, and mood symptoms in Parkinson's disease. Am J Psychiatry, 2002; 159(5): 746-54
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(vi) Dr. Madeline P. Gittleman, PhD, is Attending Psychologist in the department of Neurology at the North Shore LIJ Cushing Neuroscience Institute. She holds a doctoral degree in Clinical/School Psychology from Pace University. She completed a postdoctoral fellowship in pain and palliative psychology at Columbia University Medical Center/New York Presbyterian and then worked for 3 years as Attending Psychologist for the Department of Pain Medicine and Palliative Care at Beth Israel Medical Center. Dr. Gittleman has also held academic appointments at Albert Einstein School of Medicine and ICAHN School of Medicine. Dr. Gittleman is an integrative psychotherapist who combines psychodynamic conceptualization of cases with empirically-based interventions. She utilizes breathing training, relaxation techniques, hypnosis and mindfulness-based meditation to assist patients in coping with emotional, physical and existential pain. Additionally she utilizes insight-oriented and cognitive behavioral approaches to help patients increase functionality and improve overall quality of life. In addition to clinical work, Dr. Gittleman lectures on various behavioral health topics and is intricately involved in resident/fellow training. Her research interests

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include psychological approaches to pain management, resident health and well-being & strategies for working with medically & psychologically complex patients.

Mgittleman@NSHS.edu.

Selected publications

- Gittleman M. (2013). Behavioral approaches to headache: a practical guide for non-mental health providers. Techniques in Regional Anesthesia and Pain Magagement, 16(1), 69-75.

Neurology Residents and Fellows, and Psychology fellows will potentially be involved in the research project.

Potential Research Opportunities in Field

Current strategies for treating chronic neuropathic pain, HA and migraine, often fail and the burden of carrying a chronic pain condition falls entirely on the patient. Less than 50% of patients affected by chronic pain have satisfactory pain control[1]. It is estimated that pain-related medical services and loss of productivity cost the United States economy close to one trillion US dollars annually. Current medication regimens are limited by side effects, drug-drug interactions and medication dependence/overuse, often resulting in insufficient pain control and worse into the development addiction issues[2].

In this setting, growing interest is placed on alternative measures for pain control. Literature on medical applications of marijuana is indeed blooming. Cannabis preparations have been used as medications since the 19th century in Europe and much longer as a traditional medicine in other cultures[3]. In recent years, both the Institute of Medicine and the AAN have published reviews and guidelines praising the possible applications of medical marijuana, acknowledging its vast array of properties, and the relatively low risk for side effects and complications[3],[4].

Cannabis contains many compounds; it is postulated that the C. sativa plant contains over 400 compounds, approximately 60 of which are active[5].

The most abundant cannabinoids are Δ(9)-tetrahydrocannabinol (THC), which possesses psychoactive properties, cannabidiol, which has no intrinsic psychoactive effects, but exhibits neuroprotective properties in preclinical studies, and cannibinol. Cannabinoids act by binding to cannabinoid-1 (CB1) and cannabinoid-2 (CB2) receptors. CB1 and CB2 receptors inhibit adenylate cyclase via interactions at the G-protein complex. Their differential activation, either separately or in combination, by their ligands, leads to physiological effects mediated via several other neurotransmitters, including acetylcholine, glutamate, and dopamine[6]. CB1 receptors are mainly found in the central nervous system, i.e. hippocampus and associational cortical regions, the cerebellum, and the basal ganglia; CB1 are sparse or absent in the brain stem, medulla, and thalamus, explaining the absence of life-threatening effects on vital physiological functions associated with extremely high doses of cannabinoids. They are also found pre-synaptically on sympathetic nerve terminal. CB1 activation is thought to affect memory, perception, and movement[7].

There is ample evidence that activation of CB2 receptors, most abundant in the periphery, reduces nociception in a variety of preclinical models, including those involving tactile and thermal

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allodynia, mechanical and thermal hyperalgesia, and writhing. With regard to their role in modulating neuropathic pain, the presence of CB2 receptors on microglia within the nervous system may explain the putative benefits of cannabinoids in reducing cytokine-mediated neuroinflammation[8, 9].

A small number of high-quality clinical trials support the safety and efficacy of cannabinoids for treatment of spasticity of multiple sclerosis, pain refractory to opioids, glaucoma, nausea and vomiting[10]. Lower level clinical evidence indicates that cannabinoids may be useful for dystonia, tics, tremors, epilepsy, migraine and weight loss. Data are also limited in regards to adverse events and safety. Cannabis derived compounds have been studied as possible analgesic molecules, with good results overall[11, 12], both at short term and long term endpoints. With the longer follow-up, these compounds were well tolerated for the study duration and patients did not seek to increase their dose with time, with no new safety concerns arising from long-term use. Recently, phase I and II trials with medical marijuana, administered as different oral formulations, have shown a potential for adjuvant or even independent analgesic effect in patients affected by severe intractable chronic neuropathic pain[13, 14], without significant side-effects. Such studies, however, are impaired by a very low recruitment and high drop-out rates, and often very short-timed outcome measures. Medical Cannabis has the potential to enhance current analgesia obtained by conventional pain medications, including opioids, and possibly reduce the use and abuse of conventional medications.

Research in medical use of marijuana is now spreading fast in the fields of epilepsy, multiple sclerosis, pain management (cancer and non-cancer), Alzheimer's disease, psychiatric disorders like schizophrenia, and in many non-neurological sectors. In spite of the great interest in medical marijuana, and despite its the legalization in some states, there is currently no medical indication for prescribing marijuana, with the exceptions are dronabinol and nabilone for chemotherapy-induced nausea and vomiting, and dronabinol also is approved for anorexia in patients with AIDS or cancer[15]. Furthermore, the stigma associated with illegal consumption of cannabis and the resistances of most medical professionals to accept marijuana's legitimate applications are slowing the progress towards its medical use. It is imperative that good basic and clinical research is done on medical cannabis.

Our neurology department and our pain center have the potential to recruit a high number of patients with protean chronic pain conditions, who can be enrolled in clinical trials to study the effects of medical cannabis. Numerous medical and research resources are also available across the NSLIJ Health System, e.g. ongoing research projects at the Feinstein Institute for Medical Research. Together, these are important assets, which will be central in the development of new medical applications for cannabinoids.

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Potential Research Outcome Measures

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Dr. Najjar Souhel
Senior Adult and Pediatric Epileptologist at Lenox Hill Hospital and Staten Island University Hospital

Scope of Operations

Two dedicated pediatric Epilepsy Monitoring Units (Cohen Children's Medical Center- 4-bed EMU, SIUH6-bed EMU) within the NSLIJ Health System, totaling 8 hard-wired beds for long-term epilepsy monitoring. In addition, there are 10 portable Video-EEG monitoring machines. These centers are staffed by pediatric epileptologists, neuropsychologists, psychiatrists, trained epilepsy nurses, EEG technologists, and social worker. These centers provide the most advanced medical and surgical therapies available.

Cohen Children's Medical Center

2,688 pediatric epilepsy outpatient visits per year

464 epilepsy related admissions annually,

635 Video EEGs

Clinical trials infrastructure

SIUH pediatric epilepsy

Approximately 300 pediatric epilepsy discharges in 2014

Clinical trials infrastructure being established

Key personnel

(i) Souhel Najjar; Senior adult and pediatric epileptologist at LHH and SIUH

Some of Dr. Najjar's publications that are relevant to the field of neuroinflammation in epilepsy and psychiatric illness

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Potential Research Opportunities in Field

We have a substantial opportunity to create clinical research and robust clinical trials pertaining to "Use of Medical Marijuana as an Adjunctive Therapy in the Treatment-Resistant Epilepsy in Children and Adults"

Potential Clinical Trials Outcome Measures

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Drs. Meggan Mackay and Cynthia Aranow

Co-directors of the Clinical Research Unit within The Center for Autoimmune and Musculoskeletal Disease at the Feinstein Institute for Medical Research (FIMR)

Scope of Operations

The Center for Autoimmune and Musculoskeletal Disease at the Feinstein Institute for Medical Research (FIMR) is headed by Dr. Betty Diamond and is comprised of basic science laboratories and a Clinical Research Unit. The overall focus of the Center is to study the pathogenesis and molecular biology of Systemic Lupus Erythemaosus (SLE) with the aims of understanding pathogenic mechanisms, identifying new therapeutic targets and repurposing existing medications or developing new treatments for this disease. Specific interests include studies of the regulation of autoantibody producing B cells and the B cell repertoire, affects of autoantibodies on the brain, dendritic cell differentiation and hormonal effects on B cell differentiation and selection. Drs. Meggan Mackay and Cynthia Aranow co-direct the Clinical Research Unit within the Center that is dedicated to promoting improved patient outcomes through translational and clinical research in SLE. As part of the Clinical Research Unit, there is a prospective cohort study that includes longitudinal clinical data and stored DNA and serum samples on all participants. Approximately 350 SLE patients are followed in the Lupus Clinics associated with the Center. The Clinical Research Unit is part of the Autoimmune Centers of Excellence sponsored by the National Institutes of Health and, as such, Drs. Aranow and Mackay participate in collaborative studies with investigators at the University of San Francisco, Massachusett's General Hospital, the University of Michigan, Stanford University, the University of Chicago, Oklahoma Medical Research Foundation, Emory University and Baylor University.

Physically within the Clinical Research Unit Drs. Mackay and Aranow, together with three coordinators, have 1000 sq. ft. of office to recruit subjects. There are six desk top PCs operating under WindowsXP operating systems and multiple laptops available. There is a 2000 sq. ft. clinical facilty for patient visits with full time nursing support.

<u>Laboratories:</u>

Drs. Diamond and Davidson have fully equipped laboratories (5000 sq. ft) with state of the art instrumentation for all studies. The FIMR also provides core facilities for flow cytometry, quantitative PCR, microscopy and molecular biology.

Dr. Peter Gregersen, also at the FIMR, heads the Center for Genomics and Human Genetics and collaborates on many projects with the Center for Autoimmune and Musculoskeletal Disease.

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Data and samples from the prospective lupus cohort study are housed in his biorepository.

Sample Storage/Robotic Biorepository Facilities:

A unique aspect of the FIMR is the availability of robotic systems for sample aliquoting, storage and retrieval of DNA, serum and plasma. In the case of DNA, automated measurement, and adjustment of concentration with flexible aliquoting into 96 well storage formats is done in an error free, fully bar coded fashion using a Tecan robotics and associated hardware. Storage Systems in the Biorepository provide short-term accessible and long-term archival storage of all specimens processed. The following components make up the Storage Systems of the Biorepository.

TECAN / GIRA is an automated storage and retrieval system that is linked to the Biorepository track robot arm. Revco (-80 degrees), Revco (-30 degrees), Walk-in (-20 degrees) freezers are externally alarmed and temperature monitored. Freezers are maintained in an air-conditioned environment, which is also monitored to provide the most optimal freezer-operating environment. Freezers have been fitted with efficient space utilizing inventory rack systems to permit easy storage and retrieval of bar coded specimens. Freezer power requirements are backed up by emergency generator systems.

Supervisory Control And Data Acquisition (SCADA) System provides freezer monitoring and data-logging services for all freezers at the NSHS – LIJ Biorepository, the MOLBANK, and the environments in which they are maintained. In the event of a freezer or environment discrepancy / failure, the system is capable of several programmable actions including, automatic voice phone alert system, pager alert system, fax alert system, and other application program launch via its connected computer and network.

Biostatistical Support:

The Biostatistics Unit (BU) provides statistical and data management support to investigators at the FIMR. Its staff consists of eight PhD and Masters level statisticians has extensive experience in design, data management and analysis of more than 500 clinical research projects, including 250 clinical trials. The BU has had considerable experience in protocol development with investigators from the academic and for-profit sectors. The BU performs virtually all of its statistical analyses and advanced database management using SAS/PC Version 9.2. R is used for specialized analyses. StatXact is used for exact non-parametric inference. Data management is usually accomplished using Microsoft Access or Excel, depending on the nature of the application and the computing capabilities of the client. DBMS/COPY is used to convert data files from other applications to SAS. The Microsoft Office Suite (Word, Excel, Power Point, Access) are used for their respective applications.

The BU utilizes 14 networked IBM-compatible Pentium personal computers for all of its data management and statistical work. The PCs are equipped with at least 500 mb of RAM and run under the Microsoft Windows XP environments. Four Hewlett-Packard laser printers are routinely used and an additional HP color printer is available for producing high quality, publication-ready, color graphics. Two scanners are available for scanning.

The BU occupies 3,000 square feet of space in the Boas-Marks Pavilion, the main site of the

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Feinstein Institute for Medical Research (FIMR).

Office of Research Compliance (ORC):

The ORC at the FIMR provides comprehensive regulatory guidance for the safe conduct of human research studies. This includes support for the development of educational training and monitoring activities for investigator-initiated clinical studies and clinical trials.

Scientific Environment:

The FIMR fosters an excellent scientific environment that supports collaboration and significantly increases the probability of success for all investigators. The FIMR is committed to translating scientific discoveries from the laboratory to clinical relevant interventions at the bedside. The institute fosters an environment where investigators can collaborate to understand the underlying biological processes of disease and to develop new and more effective therapies for patients afflicted with these diseases. The FIMR is located on the campus of North Shore University Hospital and occupies ~70,000 sq. ft. of office and laboratory space in the Boas-Marks Biomedical Research Building. In addition to the many laboratories, Clinical Research Center, and Biostatistical support, the institute supports an Office for Research Compliance, an Office of Grants and Contracts and the Institutional Review Board.

Institutional support:

The FIMR is the research branch of the North Shore-Long Island Jewish Health System (NSLIJ). NSLIJ has adopted an aggressive stance on developing and supporting collaborative research. With support from its 15 hospitals, NSLIJ provides over $20 million dollars annually for the Institute in supporting our research activities.

Clinical Trial Infrastructure

Drs. Aranow and Mackay are experienced clinical researchers and have served as Principle Investigators for more than thirty clinical trials in autoimmune disease; both industry sponsored and investigator-initiated. Both have expertise in the design, conduct and analysis of clinical trials and they have three coordinators experienced in clinical research. As outlined above, the FIMR provides support for all of the elements necessary for the safe conduct of clinical trials including space, nursing expertise, biostatistical support (including database design and management), regulatory guidance and monitoring support.

Key personnel

(i) Betty Diamond, MD

Dr. Betty Diamond is head of the Center for Autoimmune and Musculoskeletal Disease at the FIMR. She is an accomplished physician and scientist, recognized internationally for her contributions to the understanding of mechanisms of tolerance for autoreactive B cells and autoantibody-mediated neuronal toxicity. She has been the recipient of numerous awards and honors and has mentored more than thirty physicians and scientists. Dr. Diamond has also served as the Chief of Rheumatology at the Albert Einstein College of Medicine and Columbia University Medical Center and has directed the medical scientist (MD/PhD) training programs at the Albert Einstein College of

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Medicine and the Hofstra University Medical School. Dr. Diamond has also served on the Editorial and Advisory Boards of numerous journals. She has collaborated with Drs. Mackay and Zurier on the pre-clinical studies of anti-inflammatory effects of AjA on cytokine expression and gene expression in peripheral blood mononuclear cells from SLE subjects and healthy controls and plans to perform mechanistic studies in the planned clinical trial of AjA in lupus subjects.

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(ii) Meggan Mackay, MD, MS

In addition to her MD degree, Dr. Mackay has a Master of Science in Clinical Research. Her professional interests have centered on clinical research in systemic lupus and other autoimmune diseases and she is also the Associate Chair for Clinical Research in the Department of Medicine in the North Shore-Long Island Jewish Health System. She is co-director of the Clinical Research Unit in the Center for Autoimmune and Musculoskeletal Disease at the FIMR. The overarching theme of the Center is to understand pathologic mechanisms that contribute to autoreactivity and thereby develop safer and more effective therapies for these potentially devastating diseases. She has participated in a number of clinical trials in both systemic lupus and rheumatoid arthritis; both industry-sponsored and investigator initiated. Dr. Mackay has worked closely with Drs. Aranow, Davidson and Diamond for many years on translational studies of molecular mechanisms and brain imaging for neuropsychiatric lupus. She has also participated in national and international initiatives centered on research in systemic lupus such as the Lupus Clinical Trials Consortium, the Immune Tolerance Network and the Lupus Nephritis Trials Network. Dr. Mackay has collaborated with Dr. Robert Zurier on pre-clinical studies of ajulemic acid (AjA) in lupus since 2005 and currently has a planning grant for development of a protocol for AjA in lupus.

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(iii) Robert Zurier, MD

Dr. Robert Zurier, former Chief of Rheumatology at the University of Massachusetts Medical Center, has been working for 16 years with Dr. Sumner Burstein, Professor of Biochemistry, University of Massachusetts Medical School, the inventor of ajulemic acid (AjA), and for 10 years with colleagues at the FIMR on experiments designed to determine mechanisms whereby nonpsychoactive cannabinoids and lipoamino acids influence acute and chronic inflammation and tissue injury, facilitate resolution of inflammation, and how AjA might be used clinically to treat rheumatological disease. His research efforts, funded nearly continuously since 1974 by the NIH, mainly as a PI, have been aimed at better understanding inflammatory responses and tissue injury in patients with rheumatological diseases, and translating that knowledge to treatment of patients. His research has included experiments in vitro which utilize assays of relevant cytokines, eicosanoids, and cell signaling elements, and experiments ex vivo and in vivo in experimental animals and in humans. Dr. Zurier continues to work closely with Dr. Mackay on the development of a clinical trial to determine safety and efficacy of oral administration of AjA to treat patients with systemic lupus erythematosus who have mild to moderate pain and inflammation, and to determine the influence of AjA treatment on production of relevant cytokines, gene signatures, and eicosanoids by peripheral blood cells from these patients.

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(iv) Cynthia Aranow, MD

Dr. Cynthia Aranow has a longstanding interest in improving the management and outcomes of SLE and rheumatoid arthritis. She is Co-Director of the Clinical Research Unit of the Center for Autoimmune and Musculoskeletal Disease with Dr. Mackay and has designed and conducted

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observational, translational and interventional studies these diseases. Dr. Aranow has also conducted numerous industry sponsored studies and has consulted for industry on lupus studies. She has also conducted observational studies including those at the Feinstein as well as studies designed by the Systemic Lupus International Cooperating Clinics and she is the Center Director at the Feinstein Institute for the Lupus Clinical Trials Consortium .Dr. Aranow is also the Center Director of The Feinstein Center for Clinical Research in Autoimmune Disease, a center of the NIH Autoimmunity Centers of Excellence (ACE) initiative.

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Potential Research Opportunities in Field

Systemic lupus erythematosus (SLE) is a chronic illness that has no cure and for which current therapeutic strategies have limited efficacy and significant toxicities. As reviewed by the Centers for Disease Control, SLE is a prototypical autoimmune disease with a wide array of clinical manifestations, including rash, photosensitivity, oral ulcers, arthritis, pleuritis, pericarditis, kidney problems, seizures and psychosis, blood cell abnormalities, chronic pain and fatigue (Pisetsky et al., 2001, Rus et al, 2001).

Lupus occurs throughout the world, and susceptibility is clearly modulated by ethnicity and gender. In addition to affecting about 5 million people worldwide, this disorder disproportionately afflicts young women of child-bearing age, with a greater incidence and severity among individuals of color; specifically African-Americans, Asians and Latinos (Kotzin, 1996, Tucker et al., 1995). Incidence rates reported during the last 25 years in North America vary from 2 to 7 per 100,000; rates in African-American, Afro-Caribbean, Hispanic and Asian populations are approximately three times greater than in Caucasian populations. The worldwide prevalence of lupus ranges from 17 to 48 per 100,000, but has been reported as high as 207/100,000 in an Afro-Caribbean population in the United Kingdom.

The musculoskeletal system, with attendant symptoms of pain, is the most commonly involved system in SLE, with reported incidences of 69-95% in different series (Dubois and Tuffanelli, 1994, Fessel, 1974, Petri, 1995, Sestak et al., 2008). Arthritis is the most commonly reported of all 11 American College of Rheumatology criteria for the diagnosis of SLE (Urowitz et al., 2014); it is the first manifestation of disease in about 60-70% of patients (Ozbek et al., 2003, Urowitz et al., 2014). After five years of disease, joint involvement affects about 85% of patients (Urowitz et al., 2014). Tendon inflammation, manifesting as tendonitis, tenosynovitis or tendon rupture, has been well described in SLE, occurring in 23-44% of patients (Grossman, 2009, Sierra-Jimenez et al., 2008, Zoma, 2004). A small percentage of SLE patients develop a Jaccoud's arthropathy due to recurrent episodes of inflammation resulting in ligamentous laxity and joint subluxation. In addition to joint symptoms, generalized muscle pain is frequently associated with SLE; it has been reported in as many as 80% of cases (Zoma, 2004), characteristically affecting the deltoids and quadriceps and occurring during disease flares.

Joint involvement in SLE is associated with pain (Joyce et al, 1989). Chronic pain is a common entity for most SLE patients, resulting in a significant reduction in quality of life and productivity

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(Jolly, 2005, Jump et al., 2005, Valencia-Flores et al., 2004, Al Dhanhani et al., 2009). In focus groups of SLE patients, pain was the most frequently identified health issue, occurring in > 85% of patients (Robinson et al., 2010). Indeed, SLE patients have higher visual analogue pain scores than patients with rheumatoid arthritis (Johnson et al., 2006). Satisfaction of SLE patients with their medical care is inversely related to their level of pain (Dua et al., 2012).

In addition to pain caused by active musculoskeletal involvement, SLE subjects may experience pain from concurrent fibromyalgia. About 16-32% of SLE patients also meet criteria for fibromyalgia (Halilogly et al., 2014, Iannuccelli et al., 2012).

Improvement in patient-reported pain in SLE is associated with improvement in patient overall health (Petri et al., 2013). Pain responders have greater improvement in Medical Outcome Study Short Form-36 Survey scores, patient global health assessment NRS, and physician's Global Assessment, compared to non-responders (Petri et al., 2013).

Directly relevant to the treatment of active musculoskeletal disease in SLE are recent treat-to-target recommendations in SLE from an international task force (van Vollenhoven et al., 2014). Among 11 treatment recommendations, four tare directly relevant to active joint involvement in SLE. In redacted versions, these four recommendations are: the treatment target should be remission of organ manifestations; factors such as pain that negatively influence health-related quality of life should be addressed; maintenance treatment should aim for the lowest glucocorticoid dose needed to control disease; and relevant therapies adjuvant to any immunomodulation should be considered to control comorbidity in SLE.

Traditional treatment strategies for active joint involvement in SLE enerally begin with the use of non-steroidal anti-inflammatory drugs (NSAIDs) and anti-malarial drug and escalate with symptom severity to include, immunosuppressive drugs including corticosteroids, and narcotic and non-narcotic analgesic drugs (reviewed in Artifoni and Puéchal, 2012). These therapeutic strategies are limited in their efficacy and/ or are associated with toxicities (reviewed in Lateef and Petri, 2014). Each of these categories of drug has potential toxicity for SLE patients (Fangtham and Petri, 2013, Ruiz-Arruza et al., 2014).

Nonsteroidal anti-inflammatory drugs are relatively contraindicated in patients with renal disease, and potential toxicitiess including enhanced photosensitivity, aseptic meningitis, gastrointestinal irritation, ulcers and bleeding limit their use in SLE patients. Hydroxychloroquine, an antimalarial agent which modulates the innate immune system is commonly used to limit exposure to corticosteroids and to target constitutional and musculoskeletal features of disease. While its safety profile is relatively non-toxic, and there is evidence that hydroxychloroquine decreases organ damage and prolongs states of remission, its acute therapeutic effect is mild (Ruiz-Irastorza, Ramos-Casals et al. 2010).

The use of immunosuppressive and disease-modifying antirheumatic drugs for joint involvement refractory to NSAIDs or requiring continued steroid therapy has become "standard of care" by the rheumatologic community (Torralba 2013). Although often beneficial for treatment of active joint disease, these immunosuppressive medications (eg: azathioprine, methotrexate, mycophenolic acid, leflunomide, cyclophosphamide, cyclosporine) are associated with multiple toxicities; most commonly infection (some with fatal outcomes), hepatic, bone marrow and renal

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impairment and infertility. Infection, as a consequence of immunosuppressive medications and the underlying disease, is a major contributor to morbidity and mortality in SLE; infection-related hospitalization rates range from 10% to 35% (Zonana-Nacach, Camargo-Coronel et al. 2001; Gladman, Hussain et al. 2002; Edwards, Lian et al. 2003; Thomas, Mancini et al. 2014) and mortality rates range from 29-53% (Ansell, Bedhesi et al. 1996; Alzeer, Al-Arfaj et al. 2004).

Although narcotic analgesia may afford relief of pain from joint involvement, complications of narcotic analgesics, including somnolence, constipation, addiction/dependence, fatigue and nausea, can be formidable. There is a rapidly increasing awareness of the dramatic rise in opioid-related abuse, addiction and overdose-related deaths (Kirsh et al., 2012).

AjA, a non-psychoactive cannabinoid, is being investigated in our Center as a new therapy for SLE because of its potential to resolve inflammation and thus address pain related to inflammation.

AjA induces "class switch" of arachidonic acid metabolism from pro-inflammatory lipid mediators to SPMs, notably lipoxin A4, through effects on 15-lipoxygenase (Zurier et al., 2009) and possibly other lipid metabolizing enzymes. Agonists of cannabinoid receptor 2 (CB2) are known to increase production of anti-inflammatory eicosanoids, such as prostaglandin (PG) J2 and cytokines, such as IL-10 (Shanshiashvili et al., 2010). Further, CB2 agonists induce apoptosis, including of T cells (Bidinger et al., 2003, Singh et al., 2012), and fibroblasts (Garcia-Gonzalez et al., 2009). Of potential direct relevance to treatment of SLE, endocannabinoids and synthetic CB2 agonists blunt inflammation and innate immune responses, by:

- Inhibiting expression of TLR and NOD-like receptors and TLR signal transduction (Downer et al., 2011, Duncan et al., 2013)
- Reducing production of early mediators of inflammation, including and chemotactic factors, such as IL-8 (Selvi et al., 2008) and pro-inflammatory lipids
- Inhibiting tissue infiltration with leukocytes, by inhibiting leukocyte rolling and tissue infiltration (Mukhopadhyay et al., 2010), chemotaxis and differentiation of dendritic cells (Adhikary et al., 2012)
- Reducing production of pro-inflammatory cytokines by these infiltrating cells, including type 1 IFNs, IL-1b, IL-6, tumor necrosis factor a (TNFa) and IL-17 (Zurier et al., 2001, Parker et al., 2008, Selvi et al., 2008, Kong et al., 2014).
- Given the incidence of fibromyalgia in SLE, as high as 30%, it is also likely that cannabinoids that alter CB1 receptors directly may mediate debilitating centrally-mediated chronic pain in SLE patients.

Potential Research Outcome Measures

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Charles Schleien, MD, Clifford Deutschman, MD
Cohen Children's Medical Center, Pediatrics (multiple specialties)

Scope of Operations

We provide care for a number of patient populations where cannabis is medically indicated and/or where exploration of its use has not been well-investigated. The availability of cannabis would provide an opportunity to enhance current care and to explore new therapeutic avenues. Possible conditions are listed below:

1. Epilepsy
2. Nausea and vomiting associated with Cancer treatment.
3. Central nervous system tumors
4. Anxiety
5. Muscle spasms

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6. IBD, Crohn's
7. RA (JIA), lupus
8. Obesity
9. Anorexia
10. PTSD
11. Migraines
12. Sickle Cell

We will provide details on the first two, which overlap considerably and which also includes CNS tumors. Importantly, the proposed opportunities represent areas where there is already substantial collaboration between several different Health System entities.

(i) Use of medical marijuana to control seizures in children

The Division of Pediatric Neurology is directed by Joseph Maytal, MD. In 2014, the Division provided care for 2400 new outpatients and 6500 existing patients. The service annually sees approximately 2700 outpatients (> 450 admissions) with seizure-related disorders, and Staten Island University Hospital admits another 450. In 2014, there were 635 EEG videos performed at CCMC. This population provides a base for both large observational studies and smaller controlled trials (either Phase 1 data or pilot data for a larger, multi-center trial).

The Pediatric program is supported by a strong program for adults. The Epilepsy Center at North Shore LIJ –Cushing Neuroscience Institute, Department of Neurology, is a National Association of Epilepsy Centers Level 4 accredited epilepsy center, clinical and research practice, serving the New York Metropolitan area and Long Island. The center employs a multidisciplinary team that includes neurologists, a nurse practitioner, neuropsychologists, a social worker and a neurosurgeon, who offer diagnostic services as well as complex medical therapies and surgical options for the treatment of seizures. The Epilepsy Monitoring Unit (EMU) cared for 330 patients in 2014 and continuous EEG monitoring was provided for nearly 1600 patients. Outpatient care was provided for 450 new and 1700 returning patients.

(ii) Use of medical marijuana as an adjuvant to cancer chemotherapy/radiation

The Division of Hematology/Oncology treats patients with a wide range of malignancies. In 2014 the division evaluated 950 new patients and 1provided care for existing patients that accounted for 12500 re-visits.

Clinical Trial Infrastructure

We have the infrastructure required, see below.

(i) Use of medical marijuana to control seizures in children

- Pediatric Neurology Inpatient Service
  Cohen's Childrens Medical Center.
  269-01 76th Ave, New Hyde Park, NY 11040. 516-465-5255
- Main outpatient offices
  Pediatric Specialty Care Center, 410 Lakeville Rd, Suite 108, New Hyde Park, NY. Pediatric

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- Pediatric Neurology Service at Staten Island University Hospital (SIUH) has multiple Epilepsy Monitoring Units
    - Four at CCMC, 6 at SIUH
        - 8 hard-wired beds for long-term epilepsy monitoring
        - 10 portable Video-EEG monitoring machines

Support for the Adult Program provided by The Cushing Neuroscience Institute, Department of Neurology.

Scientific support provided by The Feinstein Institute for Medical Research, which has resources for IRB and regulatory support, protocol and statistical design, and data analysis – division headed by Dr Martin Lesser.

Framework for clinical trials is in place and evolving. We are currently developing infrastructure for adaptive design trials, allowing each patient to participate in the evaluation of multiple therapies. Additionally, we are developing infrastructure for adaptive design trials to improve and streamline assignment of patients to most effective treatment arms and minimizing the need for untreated controls.

(ii) Use of medical marijuana as an adjuvant to cancer chemotherapy/radiation

- The Division of Hematology/Oncology has an in-patient unit at CCMC and sees outpatients at various locations. With ongoing trials involving many patients, the infrastructure is well established.

We are developing infrastructure for adaptive design trials, allowing each patient to participate in the evaluation of multiple therapies. This infrastructure will improve and streamline assignment of patients to most effective treatment arms and minimizing the need for untreated controls. In addition, the SURFF program, directed by Jonathan Fish, MD, provides a unique survivors network to obtain follow-up on the efficacy and perceived value to patients of treatment regimens.

Scientific support provided by The Feinstein Institute for Medical Research, which has resources for IRB and regulatory support, protocol and statistical design, and data analysis – division headed by Dr Martin Lesser.

Key Personnel

(i) Use of medical marijuana to control seizures in children

- Joseph Maytal, MD: Professor of Pediatrics and Neurology, Chief of Division of Pediatric Neurology.
- Souhel Najjar, MD: Professor of Neurology, Senior VP, Neurology Service Line, Chair of Neurology at Lenox Hill Hospital, SIUH.
- Sean T. Hwang, MD: Assistant Professor of Neurology.
    - Clinical Neurophysiology - EEG Fellowship Site Director
    - Attending in Neurology at North Shore University Hospital.

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  - Well published with several papers on the interaction between epilepsy and behavior.
  - Will be PI on grant proposals
- Scott Stevens, MD: Assistant Professor of Neurology. Medical Student Neurology Clerkship Director, Attending in Neurology at North Shore University Hospital.
- Josiane LaJoie, MD: Assistant Professor of Neurology, specialized training in child neurology and clinical neurophysiology
- Shefali Karkare, MD: Assistant Professor of Neurology, specialized training in child neurology

(ii) Use of medical marijuana as an adjuvant to cancer chemotherapy/radiation

- Jeffrey Lipton, MD, PhD, Professor and Director, Division of Hematology/Oncology, long history of NIH funding for basic research
- Mark Atlas, MD, Associate Professor of Pediatrics, Associate Chief for Education
- Arlene Redner MD, Associate Professor of Pediatrics, Associate Chief for Oncology
- Adrainna Vlachos, MD, Associate Professor of Pediatrics, Section Head, Bone Marrow Failure Program
- Carolyn Fein-Levy, MD, Assistant Professor of Pediatrics, Section Head, pediatric Oncology Rare Tumpr and Sarcoma program
- Jonathan Fish, MD, Assistant Professor of Pediatrics, Director, Survivors Facing Forward (SURFF) program for cancer survivors
- Lawrence Wolfe, MD, Professor of Pediatrics, Deputy Chief for Operations and Safety
- Johnson Liu, MD, Professor of Pediatrics and Molecular Medicine,
- Lionel Blanc PhD, Assistant Professor of Pediatrics and Molecular Medicine
- Marc Symons, PhD, Professor of Molecular Medicine, Director, Laboratory for Brain Tumor Biology and Therapeutics
- John Boockvar, MD, Professor of Neurosurgery, Director, Brain Tumor Center, Lenox Hill Hospital
- Clifford Deutschman MS, MD, Vice-Chair, Research, Dept of Pediatrics, Professor of Pediatrics and Molecular Medicine

Potential Research Opportunity in Field

(i) Use of medical marijuana to control seizures in children

Reports indicate that marijuana/cannabinoids have been used to manage epilepsy for centuries. However, actual literature is sparse and inconclusive. Several studies between 1978 and 1990 were designed to be controlled trials of seizure management. However, each has significant methodological flaws – lack of baseline measurements, variable, poor, or no definition of what constituted "improvement", small patient numbers, problematic randomization or blinding etc (1-3). A recent case series provided some promising results (4). Conversely, there are studies suggesting that illicit use of cannabinoids can worsen seizure disorders. A recent study of patients with epilepsy interviewed in a German clinic was unable to demonstrate either a beneficial or detrimental effect in

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310 individuals – in 84% of the subjects cannabis do not seem to have any effect (5). Conversely, several animal studies suggest that cannabis and its constituents possess anti-seizure properties.

The pharmacology of cannabis involves more than 80 compounds, but key effects have been primarily attributed to only two (6). D9-tetrahydro-cannabinol (THC) is responsible for most of the psychoactive effects and has ben the subject of most research. THC exerts its effects through two G-protein-coupled receptors, cannabinoid (CB) types 1 and 2, found primarily in the brain. It is not believed that binding to these receptors contributes to the effects of marijuana on seizure. Another major compound, cannabidiol (CBD), targets a large number of non-CB receptors, and has been effective in some, but not all, animal models of epilepsy (6-14).

Clinical testing directly related to seizures has not been performed on either of these two compounds in isolation. However, there are a number of both placebo controlled and open-label studies demonstrating safety at doses of up to 1500mg/day PO and 30mg/day IV when administered both acutely and chronically – although the safety of long-term use is unknown (6). Cannabinoids are metabolized by the cytochrome P450 system in the liver and has a half-life of about 24 hours. Importantly, these studies were performed in adults, and there are no data in children, highlighting an area where research is essential.

Trials are planned for patients with Dravet and Lennox-Gastaut syndromes. Seizures in these disorders, which are in part characterized by early onset, treatment resistant epilepsy in the first year of life (Dravet) or between the ages of 1 and 8 (Lennox-Gastout), may be worsened by some conventional anti-seizure drugs, although others have some efficacy. However, improved treatment for these and other specific or idiopathic seizure disorders in children is needed.

Studies that are systematic and well controlled are required. Because of our large population of potential participants, CCMC and the Pediatric Service line at the NSLIJ Health System is ideal for carrying out these studies.

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(ii) Use of medical marijuana as an adjuvant to cancer chemotherapy/radiation

The division of Hematology/Oncology is actively involved in the treatment of childhood leukemias and other bone marrow-derived neoplasms, brain tumors, especially medulloblastoma, and "rare" tumors (infrequently seen in children). Treatment for leukemias is quite effective, with > 90% "cures" (1,2). However, treatment, while effective, is non-the less debilitating and we are just beginning to appreciate morbidity associated with the long-term sequelae of treatment (3,4,5). Therefore, the emphasis for ongoing studies must lie in providing effective treatment that is less noxious and that results in lower rates morbidities that persist into adult life. We are uniquely positioned to participate in programs addressing these concerns.

Marijuana is well-known as an adjuvant for the nausea and vomiting as well as the pain that accompanies chemotherapy in adults (6). It is also effective for controlling seizures, an important component of therapy for brain tumors. However, little is known about the utility of cannabis use in children nor is the sufficient data on the effects of the drug on the developing human.

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Potential Research Outcome Measures

(i) Use of medical marijuana to control seizures in children

Cannabis has been used to treat epilepsy for centuries. There are two main species of cannabis Cannabis indica: which tends to have greater concentrations of cannabidiol as opposed to THC, and Cannabis sativa: which has a greater concentration of THC. Additional hybrid species exist, where the relative concentrations of these chemicals may vary. There may be more than 500 additional compounds in Cannabis that we know about, though tetrohydrocannabinol (THC) and cannabidiol (CBD) are the two main neuroactive compounds.

Cannabis with higher CBD levels are purported to have more physical effects such as pain relief, sedation, relaxation, and anti-anxiety effects. Cannabis with higher THC levels have been purported to have more neuropsychological effects with an alerting or energizing effect, stimulating appetite, and having possible anti-depressive effects.

THC appears to be an agonist of Cannabinoid (CB) receptors 1 and 2 (G protein-coupled receptors). CB1 receptors are mainly located in the brain (in inhibitory GABAergic and excitatory glutamatergic neurons, while CB2 receptors are located in immune and hematopoietic cells.

CBD appears to have diminished CB1 activation, and multiple mechanisms of action with modulation of the equilibrative nucleoside transporter, the G-protein-coupled orphan receptor, and the transient receptor potential of melastatin type 8 channel. It is an agonist of 5-HT1a and the α3 and α1 glycine receptors, as well as the transient receptor potential of ankyrin type 1.

There have been previous studies in animal models of acute seizures, though less so in models of chronic epilepsy with most showing anti-convulsant effects of these compounds, though pro-convulsant effects have been observed in some.

The anti-epileptic mechanism of these compounds is not well understood. It is also not certain at this time which combination of cannabinoid and THC concentrations would be optimal for patients with epilepsy. From a basic science standpoint more work needs to be conducted to understand what the effects of these chemicals are on the brain and to understand what their mechanism of action may be on a molecular level.

The laboratories in the Feinstein Institute actively involved in neurophysiology investigate basic mechanisms underlying the development of seizures using single cell, brain-slice and whole animal models. Dr Deutschman is developing a program using these techniques as applied to inflammation that could easily be adapted to the study of epilepsy.

(ii) Use of medical marijuana as an adjuvant to cancer chemotherapy/radiation

Marc Symon, PhD, has an ongoing program in brain tumor biology with specific emphasis on unique therapies, including use of the anti-helminthic compound

The interface between cancer and inflammation has only recently come to light. Programs investigating the overlap are in development at Feinstein. The effect of cannabinoids on the

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interaction could easily be explored. In particular, Kevin Tracey, MD has expertise in the use of electrical modulation of peripheral inflammation via vagal nerve stimulation and Dr Deutschman has the same on central modulation of inflammation via cholinergic and orexinergic pathways. Modulation of these pathways by cannabinoids is an exciting area for exploration.

Potential Epidemiology Outcomes Measures

(i) Use of medical marijuana to control seizures in children

Of interest are estimates of the percentage of patients affected by epilepsy who have used or are using marijuana for their condition.

Systematic epidemiological data are lacking on of the percentage of patients affected by epilepsy who have used or are using marijuana for their condition. Conversely, we also lack data on the effects of marijuana abuse on seizures. Data from our large adolescent population are especially likely to yield valuable information.

Of interest may be whether the effect of legalization of medical marijuana may have effects on patients/family choices regarding where to seek care. It is possible that the perceived benefits of marijuana may affected a family's efforts to move to a state or region where treatment is legal and available.

(ii) Use of medical marijuana as an adjuvant to cancer chemotherapy/radiation

There are little or no data on the use of marijuana as adjuvant therapy for childhood malignancies. Therefore, any data collection would be of value. We also are uniquely situated to serve as a center for collection of data on children throughout the region.

The overlap between the development of malignancies and drug use is an unexplored area for consideration, especially in adolescents.

The availability of cannabis as an adjuvant therapy may alter patient/family choices regarding where to seek care. Our large patient population may make it possible to study this issue.

Potential Clinical Trial Outcome Measures

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PACKAGING AND LABELING OPERATIONS

OVERVIEW

Now that all compounds have been purified and designated ready for manufacturing, the production of actual medicines and relative delivery mechanisms is ready to begin.

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Purified compounds ready for manufacturing are retrieved from the manufacturing cold storage and pulled out for manufacturing as orders for products come in from the dispensary. The first step is for the product technicians to source all active ingredients required for formulation of the final product per the various product manufacturing SOP's. From there the technician sources inactive ingredients, which include products used for consistency and delivery. These inactive ingredients do not alter color, appearance, smell, taste, effect or weight of the product and are pharmaceutical grade.

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Once all ingredients have been pulled and authenticated per inventory tracking SOP's, all active and inactive ingredients are mixed, weighed, logged, and stored per ingredient mixing SOP.

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Once mixed products are approved for manufacturing, they are pulled by the machine fillers specific to the particular product being manufactured.

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Quality control inspections also occur throughout the filling process per machine filling SOP's.

Products that have been filled and stored in the walk-in are now ready for final packaging.

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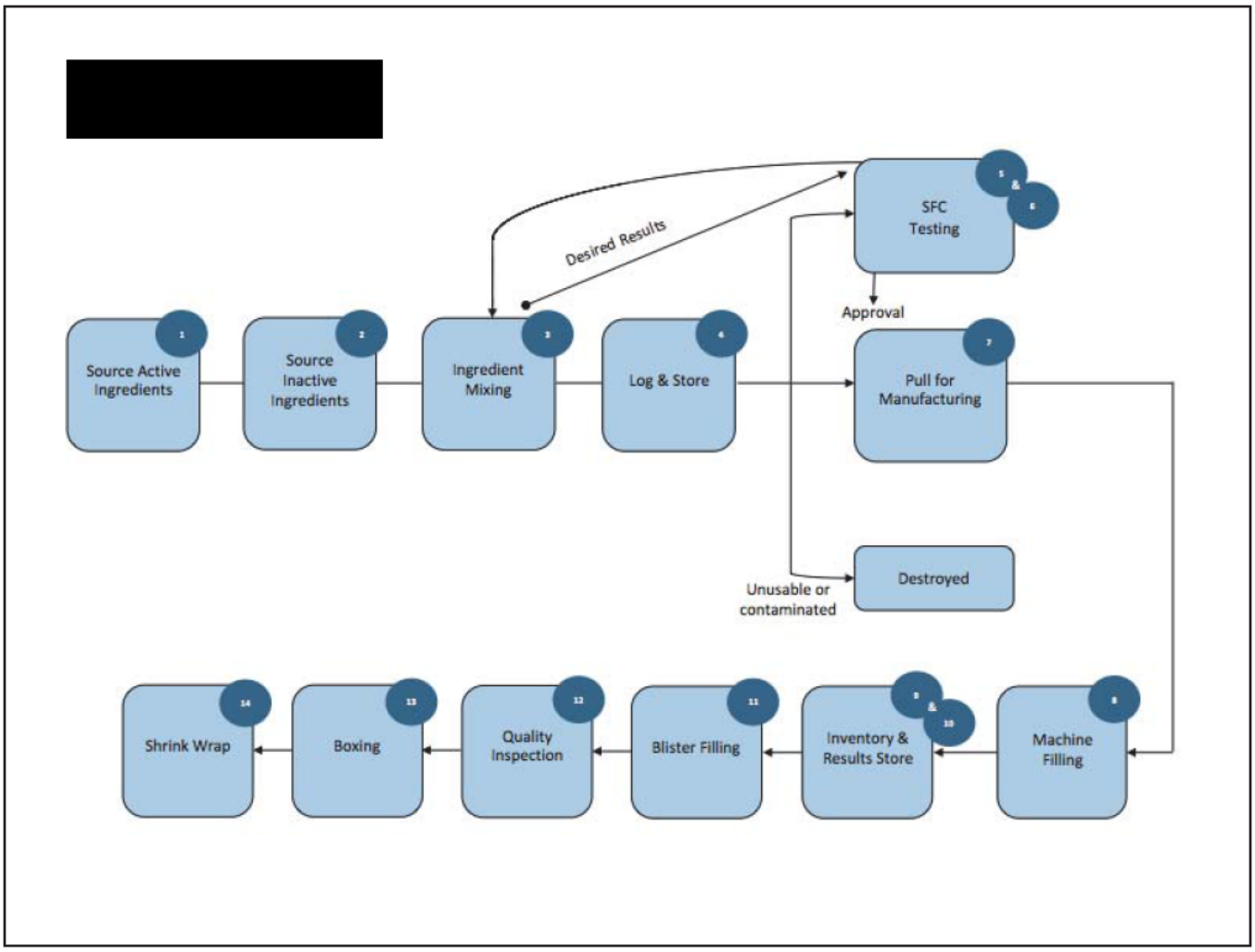

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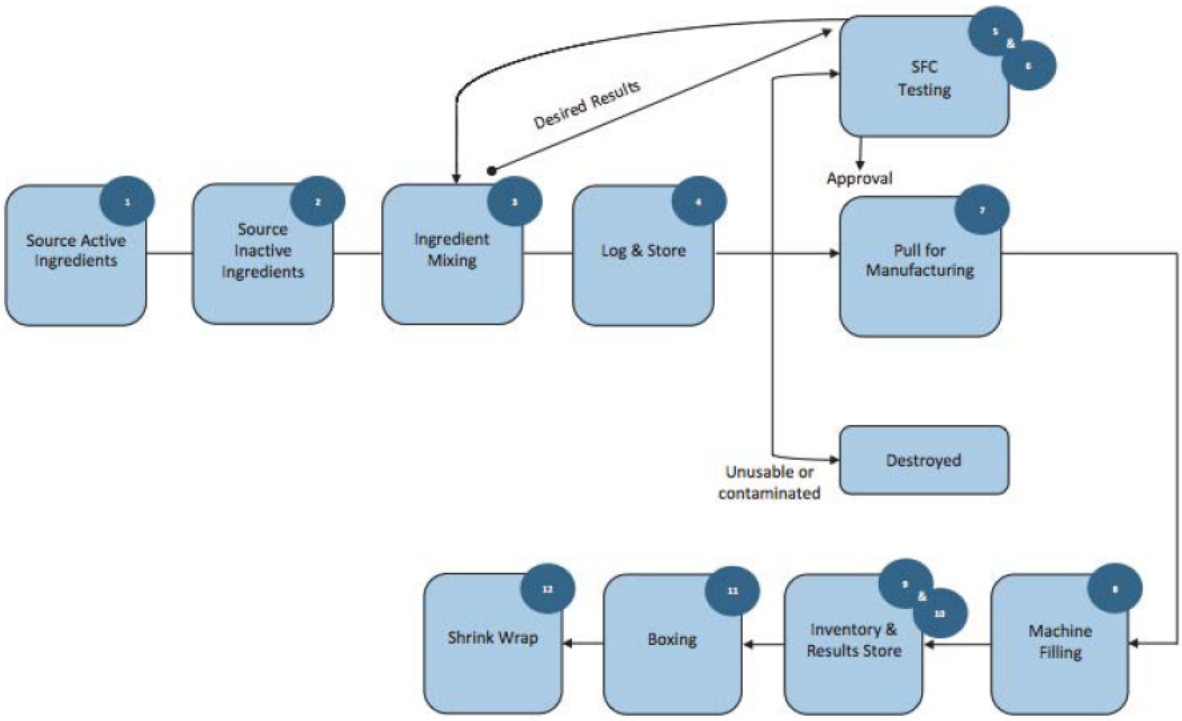

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As part of the requirement to demonstrate the ability to produce (1) year's worth of products, the floor manager works with the head extractor per the production plan outlined in the 1-year product requirement SOP.

Before any medical marijuana product can be transported to any dispensary, a number of samples of each lot, based upon statistical analysis determined to be representative of the lot, shall be submitted to an independent laboratory/laboratories approved by the department. 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.

TRANSPORT TO DISPENSARY

Now that all products have been manufactured, boxed, sealed, and inventoried, they are ready to be prepared for final pickup and delivery to the dispensary. Per product outtake SOP's, this begins when orders are received from the dispensary through the seed to sale inventory control system. The intake/outtake specialists retrieve ordered products from cold storage inventory, following all

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the various seed to sale inventory control SOP's along the way. The weights are confirmed and product is visually authenticated with a product count and quality control inspection. Damaged product is sent back per product recall SOP's and product deemed unusable is disposed of per waste disposal SOP's. The final products are manifested out and loaded onto the truck for delivery to the dispensary [redacted].

SAFETY AND EMERGENCY PROCEDURES

Per the Emergency Procedures SOP, all applicable federal, state, and local regulations will be followed for emergency protocols. This includes but Is not limited to occupational health and safety regulations, fire safety regulations, hazardous materials management requirements and emergency management and evacuations requirements. Staff training is performed on all safety/fire safety issues including prevention and response. This includes fire drills, fire extinguisher training, fire alarm activation education (as applicable), handling and storing of hazardous materials including flammable liquids and compressed gases, Right to Know, hazard communication, and general accident/injury prevention/safe working practices.

A routine environmental surveillance and monitoring process, per Emergency Procedure SOP's, is also done monthly to identify risks and promptly correct or mitigate those risks.

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ADDENDA: REPORTS, LOGS AND SOPS

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ATTACHMENT D – "OPERATING PLAN"

SECTION 2 – "TRANSPORT AND DISTRIBUTION"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

CONTENTS OVERVIEW:

1. TRANSPORT AND DISTRIBUTION – Detailed narrative of how we transport and distribute the product in its different forms (dried flower to extraction, oil to product manufacturing, and finished good (gel-cap, tincture, or oil) to the dispensary.

    - Security
    - Documentation
    - Transport
    - Distribution
    - Addenda: Reports, Logs, and SOPs referenced in this section where applicable

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SECURITY 160
DOCUMENTATION 160
TRANSPORT 160
DISTRIBUTION 161
ADDENDA: REPORTS, LOGS AND SOPS 162

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SECURITY

- Follow the Inventory Tracking for Transport to Dispensary SOP and Security Protocols for

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- All theft and or loss incurred during transport must be reported to Licensee, the Division and the appropriate law enforcement agency immediately.
- Any accidents must be reported to management within 2 hours.

DOCUMENTATION

- Prior to the transport of any amount of marijuana or marijuana products a NYS Department of Health shipping manifest/form shall be completed in its entirety.
- The receiving dispensary must receive a copy of the shipping manifest at least 2 days prior to the delivery of the specified shipment. These transmittals must be confirmed.
- Copies of all shipping manifests must be maintained for a minimum of 5 years. The manifests must be readily available to NYS Department of Health and produced upon request of a NYS DOH representative.
- At least one member of the transport team must have in his/her possession a copy of the shipping manifest at all times during transport. That manifest must be produced upon any request of the Commissioner of Health, the commissioner's authorized designee or any law enforcement officer.

TRANSPORT

- Only transport approved medical marijuana products from the manufacturing facility to the designated dispensary. Marijuana products may not be moved between dispensaries.
- Special transport or storage conditions will be stated on the label.
- Medical marijuana products will be transported in a manner that does not adversely affect their quality.
- When transporting medical marijuana products, employees shall travel directly from our

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- All transport and delivery times will be randomized to prevent and deter any incidents involving theft or approved products. Routes will also be changed wherever possible.

DISTRIBUTION

- Once at destination secure a signature from an authorized Licensee Representative when the items are delivered.
- No medical marijuana or marijuana product will be accepted if unaccompanied by a hard copy manifest. Such product must be rejected.
- No medical marijuana or marijuana product will be accepted if tamper evident tape shows evidence of tampering. Such product will be rejected.
- Driver shall wait for authorized rep at the receiving dispensary to verify the items delivered match the description and quantity on the manifest. If the count of delivered items do not match the manifest. The transport team shall remain at the point of delivery with the site pharmacist, contact the central offices and CSO to report the incident. The Chief Security Officer and Chief Pharmacist Officer will then investigate the cause of the discrepancy and determine if this is a clerical error or reportable incident to the NYS Department of health.

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ADDENDA: REPORTS, LOGS AND SOPS

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ATTACHMENT D – "OPERATING PLAN"

SECTION 3 – "DISPENSING AND SALES"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

CONTENTS OVERVIEW:

1. DISPENSING AND SALES – Medical marijuana has unique handling and administration needs that require knowledgeable management and experience with patients using this specialty drug. Healthcare professionals need to have specific educational backgrounds for all components of the drug therapy. By restricting access to medical marijuana, inventory is easily tracked resulting in superior reporting and data collection specific to groups, individuals and providers, which limits risks. Our focus at all times must be on ensuring patients receive the practitioner's recommendations request in the exact prescribed dosage, with the exact cannabinoid profile expected.

    - **Dispensary Advertising**
    - **Security**
    - **Seed-to-Sale Software**
    - **Inventory**
    - **Dispensary Operations**
    - **Product Returns / Complaints**
    - **Addenda: Reports, Logs, and SOPs referenced in this section where applicable**

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DISPENSARY ADVERTISING 168
SECURITY 168
SEED-TO-SALE SOFTWARE 170
INVENTORY 170
DISPENSARY OPERATIONS 171
PRODUCT RETURNS / COMPLAINTS 174
ADDENDA 176

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DISPENSARY ADVERTISING

- All dispensaries shall use signage of only black and white colors and never be illuminated.
- No dispensary shall advertise medical marijuana brand names or utilize graphics related to marijuana or paraphernalia on the exterior of the physical structures.
- No dispensary shall display approved medical marijuana products and paraphernalia so as to be clearly visible from the exterior of a physical structure.
- All advertisements, regardless of form, for approved medical marijuana products that make a statement relating to effectiveness, side effects, consequences, and contraindications shall present a true and accurate statement of such information.
- All advertisements for any approved medical marihuana product shall not contain:
    - Any statement that is false or misleading
    - Any statement that falsely disparages a competitor's products
    - Any statement, design, or representation, picture or illustration that is obscene or indecent
    - Any statement, design, representation, picture or illustration that encourages or represents the use of marijuana for a condition other than a serious condition as defined in subdivision seven of section thirty-three hundred sixty of the public health law
    - Any statement, design, representation, picture or illustration that encourages or represents the recreational use of marijuana
    - Any statement, design, representation, picture or illustration related to the safety or efficacy of marijuana, unless supported by substantial evidence or substantial clinical data
    - Any statement, design, representation, picture or illustration portraying anyone under the age of 18, objects suggestive of the presence of anyone under the age of 18, or containing the use of a figure, symbol or language that is customarily associated with anyone under the age of 18
    - Any offer of a prize, award or inducement to a certified patient, designated caregiver or practitioner related to the purchase of marijuana or a certification for the use of marihuana
    - Any statement that indicates or implies that the product or entity in the advertisement has been approved or endorsed by the commissioner, department, New York State or any person or entity associated with New York State provided that this shall not preclude a factual statement that an entity is a registered organization.
- Any advertisement for an approved medical marijuana product shall be submitted to the department at least 30 business days prior to the public dissemination of the advertisement.

SECURITY

- Security personnel will ensure that no security sensitive areas are unsecured at any time. No keys, access control badges, or any access control device will be left open, in, or near any locking devices securing an area or product.
- Keys, access cards and/or key fobs shall not be left in or stored near or any other location that is accessible to unauthorized individuals. The access control devices must be secured in

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- Security personnel shall notify the Chief Security Officer of any forged or false NYS identification cards presented at any dispensary. The CSO shall record in the security/incident report this event and notify the proper person(s) within NYS Department of Health.
- Security personnel shall notify law enforcement of any intrusion into any facility operated by Silverpeak NY LLC. The appropriate report shall be filed, and the CSO will be notified of all intrusions and or attempted intrusions.
- Security personnel will be responsible for maintaining the good working order of all security equipment at each site. This includes but is not limited to: lighting, locking mechanisms, cameras, access controls, pharmaceutical auditing software, and seed to sale tracking software.
- Security personnel will ensure that medical marijuana product packaging shall not be opened by dispensing facility staff.
- Any security measures such as passwords, combination numbers passwords or biometric systems shall not be accessible to anyone unless they are an employee of this organization and are authorized to have access to medical marijuana and/or marijuana by-products.
- Upon termination, or determination that a password, combination, key card, or other biometric lock has been compromised, the Chief Security Officer will follow the Security Access Revocation SOP to ensure continuing security.
- Quarantined, rejected, returned, or recalled materials will remain in a separate storage area to help prevent the unintentional or unauthorized use until the decision as to their future use has been made.
- The record keeping of electronic patient databases, seed to sale software sales transactions, product recalls, as well as any and all product inventory records will be the responsibility of the facility pharmacist(s).
- All persons who have been authorized, in writing, to enter the dispensary by the DOH shall obtain a visitor identification badge from a dispensing facility employee prior to entering the dispensing facility. A dispensing facility employee shall escort and monitor the visitor at all times while the visitor is in the dispensing facility. The visitor identification badge shall be visible at all times. The dispensing facility shall require the visitor to return the identification badge to a dispensing facility.
- A visitor log, which shall include the name of the visitor, date, time and purpose of the visit will be maintained and available to the department at all times during operating hours and upon request. If an unforeseen circumstance requires the presence of a visitor and makes it impractical for the dispensing facility to obtain a waiver pursuant to this part, the dispensing facility shall record in the visitor log, the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted.

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SEED-TO-SALE SOFTWARE

Seed-to-Sale software means the required seed-to-sale tracking system that tracks Medical Marijuana throughout its lifecycle and harvest, or until the plant is destroyed. This Seed-to-Sale system also provides an inspection process with the tools necessary to complete onsite validation of inventory and audit capability with anti-piracy safeguards.

The Software captures perpetual inventory quantities and keeps track of the crop's history, where the plant came from, when it was placed into service, what she was fed, and all the details of the plant's life cycle: immature plant, vegetative, flowering, harvest, packaging, extraction, product manufacturing, transporting and sale.

RFID (Radio Frequency Identification) secure tag IDs create control of security. It is critical that every plant, from clone to harvest, has its unique RFID tag attached to its stem or branch at all times. This RFID technology, combined with serialized item tracking, creates an end-to-end locating system for real-time visibility into the inventory at each location and phase of the manufacturing and dispensing cycle. This tracking system will help prevent and monitor drug diversions, promote public safety and patient product safety with easily accessible traceability.

The system maintains a secure reporting environment and provides real time aggregate data including cultivation, production, transportation and sales of marijuana. In addition, it can provide real time digital transport manifests which allow law enforcement to quickly monitor activity during transportation and an easy auditing process utilizing exception reports.

At all times the Chief Security Officer will ensure that only those necessary have access to the Seed-to-Sale software, and access is granted to the minimum number of employees necessary to perform the required business functions without any impediment.

For a detailed description of the Seed-to-Sale software, please see Attachment D: Section 5 – Security and Control.

INVENTORY

- All inventory will be received by adhering closely to the Inventory Receiving, Inventory Checking and Inventory Transport SOPs in order to ensure security and to prevent diversion of product.
- All product will be examined to ensure proper labeling to prevent dispensing errors. No person shall open or break the seal placed on an approved medical marihuana product.
- Redacted pursuant to N.Y. Public Officers Law, Art. 6
- to ensure the proper products are dispensed
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- The products will be prepackaged and sealed by the manufacturing staff at the manufacturing facility prior to shipping to each dispensary.

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- The knowledge portal provides relevant information to help manage inventory, standardize policies and detect diversion.

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- determine cause and appropriate notifications to the NYS Department of Health will be performed according to the DOH guidelines.

DISPENSARY OPERATIONS

- Each dispensary shall be opened and closed each business day and/or operating period by the security staff member assigned to that dispensary. A dispensary should not be opened without security staff present.
- No dispensary will be opened 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.
- All staff must be twenty-one (21) years of age or older.
- Anyone who would come in contact with or handle medical marijuana must never have been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law.
- Security personnel will check each medical patient's, or designated caregiver's valid picture ID and assure the picture ID matches the NYS DOH issued identification. Security personnel will also assure the NYS DOH issued identification is valid. No patient will be admitted into the

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dispensary without valid NYS DOH identification and valid picture ID.

- The pharmacist (second staff member, not the security personnel) will also validate the patient's or designated caregiver's NYS DOH issued identification and valid picture ID at the initiation of the sale.
- If this is the patient's first visit, a new patient record will be created in the POS / Seed-to-Sale software with patient's details, including name, age, sex, date of birth, and NYS DOH issued identification number.
- The pharmacist will enter the practitioner's recommendation details into the patient's record in the POS / Seed-to-Sale software, including product, dosage, quantity and number of allowed refills.
- The pharmacist will determine whether or not the patient is allowed refills. If the patient is allowed refills, the pharmacist will determine whether the patient is within the allowed time limits for refilling their practitioner's recommendations. No practitioner recommendations will be filled if less than 23 days have passed since the patient's previous refill.
- The pharmacist will enter the order into the POS / Seed-to-Sale Software. The POS / Seed-to-Sale Software will inform whether the product is available in inventory to sell and will inform whether the practitioner's recommendations can be filled with no more than two (2) distinct lots. No practitioner's recommendations will be filled from more than two distinct lots for any 30-day supply.
- The pharmacist will print a patient specific dispensing label (approved by the NYS DOH) from the POS / Seed-to-Sale software which shall include, at a minimum:
  1) the name and registry identification number of the certified patient and designated caregiver, if any;
  2) the certifying practitioner's name;
  3) the dispensing facility name, address and phone number;
  4) the dosing and administration instructions;
  5) the quantity and date dispensed;
  6) and any recommendation or limitation by the practitioner as to the use of medical

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- The patient specific dispensing label will be firmly affixed to the medical marijuana product package in such a way as to not cover up other labeling information.
- The pharmacist shall place the approved medical marijuana product into a plain outer package when dispensing to the patient or designated caregiver.
- No person, except for a certified patient or designated caregiver, or an approved laboratorian shall open or break the seal placed on an approved medical marijuana product packaged by a registered organization and provided to the certified patient.
- The pharmacist shall include with each product package dispensed to a patient, a department approved package safety insert. Information provided shall include but not be limited to:

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1) the medical marijuana product and brand;
2) a list of any excipients used;
3) a warning if there is any potential for allergens in the medical marijuana product;
4) contraindications;
5) more specific dosage directions and instructions for administration;
6) warning of adverse effects and/or any potential dangers stemming from the use of medical marijuana;
7) instructions for reporting adverse effects as may be determined by the department;
8) a warning about driving, operation of mechanical equipment, child care or making important decisions while under the influence of medical marijuana;
9) information on tolerance, dependence and withdrawal and substance abuse, how to recognize what may be problematic usage of medical marijuana and obtain appropriate services or treatment;
10) advice on how to keep the medical marihuana product secure;
11) language stating that the certified patient may not distribute any medical marijuana product to anyone else;
12) language stating that unwanted, excess, or contaminated medical marijuana product must be disposed of according to section 1004.20 of the NYS regulations; and
13) Language stating that "this product has not been analyzed by the FDA. There is limited information on the side effects of using this product and there may be associated health risks."

- If the patient or designated caregiver wishes to purchase any non-medical marijuana products (approved delivery devices), the pharmacist will add that item to the patient's practitioner's recommendation in the POS / Seed-to-Sale software.
- The patient, or designated caregiver will pay for the product and the POS / Seed-to-Sale Software will record form of payment.
- No employee shall counsel the certified patient or designated caregiver on the use, administration of, and the risks associated with approved medical marijuana products, unless the employee is a pharmacist with an active New York State license who has completed a course pursuant to section 1004.1 of NYS regulations, or the employee is under the direct supervision of, and in consultation with, the pharmacist on-site in the dispensing facility.
- The pharmacist will provide a patient specific record generated form the Seed-to-Sale inventory control software of medical marijuana products (brand, administration form, and dosage, and dates dispensed and any returned product) to the patient, the patient's designated caregiver, if applicable, or the patient's practitioner upon request.
- At the end of the business day, but no later than 24 hours from the sale of approved medical marijuana products a record of all approved medical marijuana products that have been dispensed will be sent to the DOH. This information shall include:
  1) a serial number for each approved medical marihuana 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;

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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.

- If no approved medical marijuana product was dispensed, a zero report generated from the seed to sale software that must be filed with the NYS DOH at the end of the business day, but no later than 14 days from the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior zero report.
- No dispensary will sell items other than approved medical marijuana products and related products necessary for the approved forms of administration of medical marijuana, without prior written approval from the department.
- No approved medical marijuana products shall be vaporized or consumed on the premises of a dispensing facility.
- No food or beverages shall be consumed by certified patients or designated caregivers on the premises of a dispensing facility, unless necessary for medical reasons.
- No dispensary dispense approved medical marijuana products to anyone other than a certified patient or designated caregiver.

PRODUCT RETURNS / COMPLAINTS

- Product returns will be logged in a separate incident intake report. Returned products will be isolated and secured separate and apart from products to be dispensed. The pharmacist at the point of return shall document the patient's complaint.
- Returned product shall be sent for testing at the earliest opportunity to verify that the product is the same as the product that was dispensed and tested for irregularities related to the patient's complaint. Based on the results of that testing and/or a subsequent verification of the patient's complaint, the patient will be refunded the monetary sum of the purchase and/or replacement of the product in the amount of the original purchase.
- Complaints and results of subsequent testing shall be reviewed by a Quality Assurance Committee consisting of, but not limited to the Quality Assurance Officer, Chief Pharmacy Officer (Chair), Head Grower, GM Manufacturing and the Chief Security & Compliance Officer.
- The findings of product testing resulting from a complaint/returned product, and after review of said complaint, the Quality Assurance committee will determine the corrective action plan inclusive of specific remedial actions.
- The involuntary or voluntary or mandated recall of any and all products will result in the

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immediate suspension of sales of the affected products. Additionally, attempts will be made through our Seed to Sale/POS software to contact any and all certified patients who may have purchased the recalled products. Upon receipt of the recalled products, those products will be safeguarded separately from unaffected products, retested as needed or prescribed, and destroyed if necessary. Within 24 hours of any recall, adverse event, or untoward event the NYS Department of Health will be notified by the Chief Pharmacy Officer.

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ATTACHMENT D – "OPERATING PLAN"

SECTION 4 – "DEVICES"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Attachment "D" Section 4-Devices: an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains components set forth in 10 NYCRR 1004.5(b)(4)(i) The operating plan shall also include:

(i) a detailed description of any devices used with approved medical marihuana products to be offered or sold by the registered organization;

CONTENTS OVERVIEW:

- **DEVICES**- Any device to be used for approved medical marijuana must be capable of delivering metered dosages.

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VOLCANO MEDIC VAPORIZER 190
E-SMART CARTOMIZER AND KANGER E-SMART BATTERY 191

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ATTACHMENT D – "OPERATING PLAN"

SECTION 5 – "SECURITY AND CONTROL"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Attachment "D" Section 5-Security and Control: an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains components set forth in 10 NYCRR 1004.5(b)(4)(ii) 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 marihuana and are consistent with provisions set forth in this part

CONTENTS OVERVIEW:

1. SECURITY AND CONTROL PLANS – The Security and Control Plan is designed to detect, identify and prevent dispensing errors, including instances of improper dosing. They are also intended to prevent diversion and minimize opportunities for potential product contamination.
    - Physical Security – Manufacturing facility and dispensaries
    - Security Personnel
    - Visitor and Access Controls
    - Inventory Control Software
    - Storage Security
    - Electronic Security
    - Dispensary Operations
    - Transportation Security
    - Quality Assurance
    - Recordkeeping
2. Security and control have been prominently included with the other sections in this attachment, emphasizing their importance for this service in all phases of this plan.

3. Addenda: Reports, Logs, and SOPs referenced in this section where applicable

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PHYSICAL SECURITY – MANUFACTURING FACILITY AND DISPENSARIES 194
SECURITY PERSONNEL 196
VISITOR AND ACCESS CONTROLS 196
CHAIN OF CUSTODY 197
BIOMETRIC AUTHENTICATION 197
SEED TO SALE INVENTORY CONTROL SOFTWARE 197
CULTIVATION *197*
HARVEST *198*
DRYING / CURING *198*
TRANSPORTATION *199*
EXTRACTION *199*
MANUFACTURING *199*
DISPENSING *199*
INVENTORY TRACKING 200
INVENTORY AUDITS AND RECORDKEEPING REVIEW 200
CHAIN OF CUSTODY AND INVENTORY PROCESS DIAGRAMS 201
STORAGE SECURITY 205
ELECTRONIC SECURITY 206
DISPENSARY OPERATIONS 206
TRANSPORTATION SECURITY 207
QUALITY ASSURANCE 208
RECORDKEEPING 209
ADDENDA 211

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ATTACHMENT D – "OPERATING PLAN"

SECTION 6 – "STANDARD OPERATING PROCEDURES"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Section "6": a standard operating procedure manual for all methods used from cultivation of the medical marihuana through packaging, sealing and labeling of each lot of medical marihuana product. The procedures shall include use of good agricultural practices (GAPs) and must conform to all applicable laws and rules of New York State. Standard operating procedures shall be able to be validated to demonstrate that the applicant will be able to produce and dispense consistent and reproducible medical marihuana product such that, for each form of each brand produced, there is homogeneity, absence of contamination and reproducibility of the brand profile in each lot as defined in section 1004.11 of this part.

"Lot" means a quantity of a medical marihuana extraction product that has a homogenous and uniform cannabinoid concentration and product quality, produced according to an approved and stable processing protocol specific to that brand and form of medical marijuana product, during the same cycle of manufacture.

CONTENTS OVERVIEW:

1. STANDARD OPERATING PROCEDURES – established or prescribed methods to be followed routinely for the performance of designated operations.
   - **Policies on cultivation, harvesting, raw materials packaging, extraction, product manufacturing, transportation, and dispensing**

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ATTACHMENT D – "OPERATING PLAN"

SECTION 7 – "QUALITY ASSURANCE PLANS"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Related NYCRR:

Attachment "D" Section 7-Quality Assurance Plans: an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains components set forth in 10 NYCRR 1004.5(b)(4)(iv) The operating plan shall also include:

(iv) Quality assurance plans, including but not limited to plans to detect, identify and prevent dispensing errors

CONTENTS OVERVIEW:

1. **QUALITY ASSURANCE PLANS** – Quality control procedures are designed to detect, identify and prevent dispensing errors, including instances of improper dosing. They are also intended to prevent diversion and minimize opportunities for potential product contamination.
    - **Introduction**
    - **Dispensing Error: Wrong Dosage, Wrong Brand, or Brand Formulated Incorrectly**
    - **Dispensing Error: Wrong Product, or Wrong Quantity Dispensed**
    - **Addenda: Reports, Logs, and SOPs referenced in this section where applicable**

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INTRODUCTION 425
DISPENSING ERROR: WRONG DOSAGE, WRONG BRAND, OR BRAND FORMULATED INCORRECTLY 425
DISPENSING ERROR: WRONG PRODUCT, OR WRONG QUANTITY DISPENSED 427
SPILLAGE AND INCIDENT REPORTING 428
QUARANTINE AND RECALL 428
PRODUCT PACKAGING 429
ADDENDA 430

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INTRODUCTION

Two distinct classes of dispensing errors have been identified: those that can, and should be identified early in the manufacturing process; and those that occur in the dispensing process. Within these two classes, five possible dispensing errors have been identified. We have instituted plans for detecting, identifying, and preventing each.

Our manufacturing and dispensing operations have been designed, from start to finish with quality assurance, along with prevention of diversion as our top concerns. As such, the systems, protocols and SOPs referenced below are highly integrated and a great deal of overlap exists.

DISPENSING ERROR: WRONG DOSAGE, WRONG BRAND, OR BRAND FORMULATED INCORRECTLY

The first class of dispensing errors can, and should, given our standard operating procedures, be detected, identified, and rectified early in the manufacturing process. There are three possible errors which can occur: wrong dosage, wrong brand, or the brand is formulated incorrectly.

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Still one other error can occur when the brand has been formulated incorrectly. For example, instead of formulating a product with a specific cannabinoid profile, an entirely different cannabinoid profile is produced.

Detecting these types of errors depends upon where and when the error occurs. The earliest we can detect the potential for these types of errors is in the formulation of the product ingredients during the extraction process. The next opportunity for detection is after the product has been manufactured. Finally, detection might come after the product has already been dispensed and the patient has complained, or experienced negative/adverse effects.

Per the Testing Protocol SOP, all raw materials, extracted compounds, mixed ingredients, and manufactured products go through rigorous testing and re-testing processes to ensure the integrity of the final product to make sure the patient is receiving exactly what is put on the product label relative to label and Dosing SOPs.

The following flow chart shows the various tests, and where and when they occur. It also demonstrates our ability to prevent this type of error.

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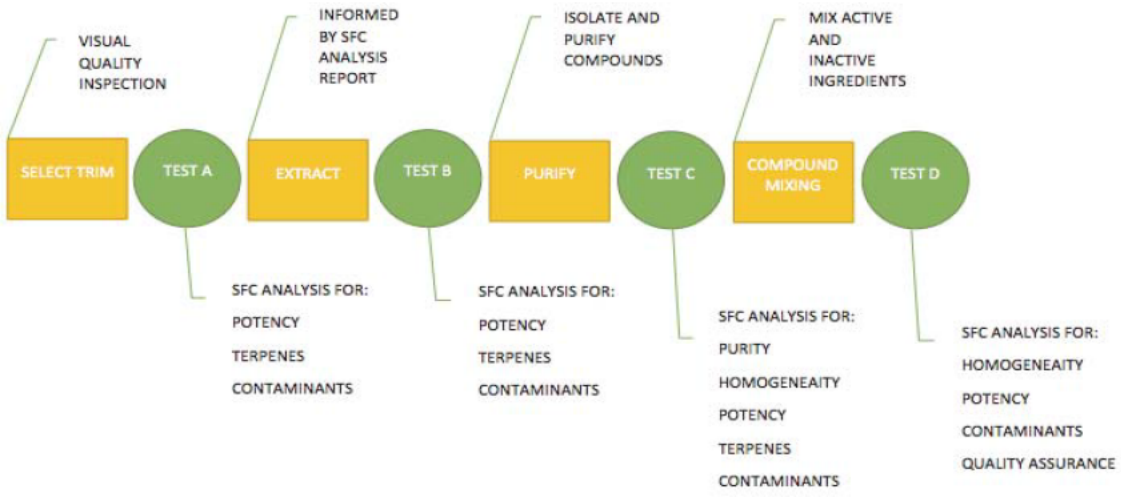

Figure 1 – Testing Regimen

In addition to rigorous testing, product labeling, dosing, and recall, SOPs have been developed to track batch/lot origination, weights, compounds used in formulation, verification of testing tolerances and pass/fail, and final product formulations, potency, and dosage information. Labeling protocols are a critical step towards detecting and identifying potential dispensing errors before they happen. Dosing controls are put in place to ensure that every manufactured product has the specified and labeled dose and are outlined as follow:

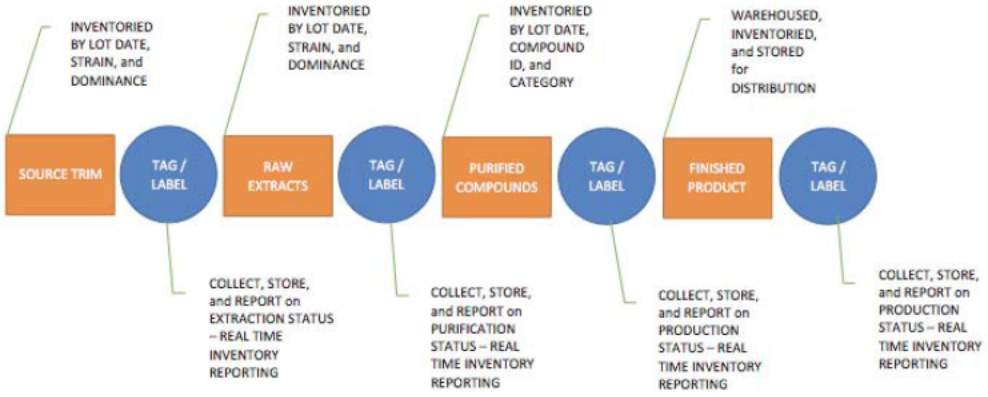

Figure 2 – Labeling and Packaging Regimen

In addition to rigorous testing and labeling, several other systems, procedures and protocols are called upon to ensure the quality of our products and prevent dispensing errors and/or diversion.

Per inventory, recordkeeping, and labeling SOPs – all weights are logged and tracked throughout the

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entire process, with the information readily accessible through the Seed-to-Sale System. This is not only important to prevent diversion, but also to provide measures that help protect the integrity of labeling and dosing by allowing cross reference of product weights and formulations against any stage of the extraction or manufacturing process. Weight verifications are an important part of detection and identification for quality assurance.

Seed-to-Sale is a vital part of the tracking and labeling process of all medicinal materials including raw plant material, extracted compounds, mixed ingredients, and final manufactured products. Maintaining the integrity of Seed-to-Sale is an important part of quality assurance as it allows for transparent tracking of all products in all stages, including product that has been quarantined or sent back for recall and re-purification per SOP. Seed-to-Sale helps prevent dispensing errors and also services as a tool for detection and identification of issues before they become dispensing errors.

Through intake/outtake SOPs, machine filling SOP, extraction SOPs, packaging SOPs, and other manufacturing SOPs, product quality inspections are assured at all stages of the process. This includes visual inspections of raw plant material, extracted compounds, test samples, filled delivery systems, and packaged items. Products that fail quality control inspections are subject to product recall and quarantine. These inspections are an important part of detecting and identifying potential mislabels that may lead to dispensing errors.

Our purification process is a critical part of quality assurance.

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of purification is to ensure delivery of products that are the correct brand and practitioner recommendation formulation in conjunction with product labeling and testing protocols. Purification is a preventative quality assurance measure.

Finally, Equipment Maintenance SOPs have been developed to make sure all equipment is functioning in a consistent, precise manner. This helps ensure consistent and reproducible processes that allow us to develop and manufacture consistent products of proper dosing and formulation. Equipment maintenance is a preventative measure against dispensing errors.

Should the wrong dosage still make it through the manufacturing process, and the patient brings this fact to our attention, strict Returns, Complaints, Adverse Events, and Recall SOPs and protocols are in place to: identify the incident, determine the root cause of the incident, and institute changes to ensure the incident never happens again.

DISPENSING ERROR: WRONG PRODUCT, OR WRONG QUANTITY DISPENSED

Errors in the second class occur during the actual dispensing of the product in the dispensary. [redacted] An additional error that occurs in the dispensary is if the patient is given the wrong quantity of product. [redacted]

All sales will go through the Seed-to-Sale Software / POS system. Standard Operating Procedures

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detail what information must be collected from the patient when setting up their patient record and practitioner recommendation in the Seed-to-Sale Software / POS. Included in this information is the brand, product, dosage, and quantity recommended by the practitioner. When conducting the sale, the pharmacist will verify and validate the patient's practitioner's recommendations to ensure the correct brand, product, and dosage is entered into the POS. In addition, the pharmacist will verify and validate what the patient is allowed to purchase at that time. No patient will be allowed to purchase more than a 30-day supply of their practitioner's recommendation, nor will any patient be allowed to make a purchase less than 23 days after their last purchase.

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can secure high-risk medications of all sizes. [redacted] The knowledge portal provides relevant information to help manage inventory, standardize policies and detect diversion.

All inventory will be received by adhering closely to the Inventory Receiving, Inventory Checking and Inventory Transport SOPs in order to ensure proper dispensing and security and to prevent diversion of product

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Daily reviews by both the Chief Pharmacy Officer and the Chief Security Officer will be conducted of the Pyxis machines and Seed to Sale Inventory Software and checked against the medication dispensing software for any irregularities and/or discrepancies. Upon the discovery of a discrepancy an immediate investigation will be conducted to determine root cause and appropriate notifications to the NYS Department of Health will be performed according to the DOH guidelines.

SPILLAGE AND INCIDENT REPORTING

Spillage and other incident reporting specific to incidents that affect product at any stage of extraction or manufacturing have been developed to track and record all instances where product may have somehow deviated from its originally intended delivery or dosage. These recordkeeping requirements, in accordance with Recordkeeping SOPs, help identify, detect, and prevent dispensing errors.

QUARANTINE AND RECALL

Quarantine and Recall SOP exist in case product is identified as contaminated, damaged, mislabeled, the subject of patient complaints, or incorrectly formulated. Complaints or adverse events specific to

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these products are reported to the department within 24 hours of occurrence, with Recall and Quarantine SOPs being implemented within the same time frame. These products are re-inventoried and isolated in accordance with these SOPs, where they undergo evaluation and potential re-formulation or disposal per Recall and Re-formulation SOPs. Quarantine and recall measures are preventative measures for quality assurance. Medical Marijuana products that are quarantined are moved to a separate secure area per the Quarantine SOP pending either re-introduction into the production process or disposal per Waste Disposal SOP's.

PRODUCT PACKAGING

All products will be packaged in child-resistant, tamper-proof/tamper-evident, light-resistant packaging that minimized oxygen exposure.

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Product packaging was selected to not only be child-resistant but also shield product conditions so that it has a stable shelf life of a minimum 60 days after opened.

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ATTACHMENT D – "OPERATING PLAN"

SECTION 8 – "RETURNS, COMPLAINTS, ADVERSE EVENTS AND RECALLS"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Related NYCRR:

Attachment "D" Section 8 – Returns, Complaints, Adverse Events and Recalls: an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains components set forth in 10 NYCRR 1004.5(b)(4)(v) policies and procedures to document and investigate approved medical marihuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marihuana product. Such policies and procedures shall include a plan for any retesting of returned approved medical marihuana products, storage and disposal of marihuana and any manufactured medical marihuana 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;

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CONTENTS OVERVIEW:

RETURNS, COMPLAINTS, ADVERSE EVENTS AND RECALLS – policies and procedures to document and investigate approved medical marihuana product returns, complaints and adverse events, and to provide for rapid voluntary or involuntary recalls of any lot of medical marihuana product.

- Introduction
- Company Policy Regarding Complaints, Return, Adverse Events
- Upon Receiving a Complaint, Product Return, or Report of Adverse Event
- Preliminary Evaluation (within 20 hours of incident)
- Preliminary Evaluation Reporting to the DOH (within 24 hours of incident
- Quarantine of "Incident" Related Product if Directed by the DOH
- Lab Test Samples of Quarantined Product
- Evaluation of the Incident and Reporting to NYDOH
- Voluntary Quarantine of "Incident" Related Product
- Develop Recall Strategy
- Notify NYDOH of Recall Plan
- Initiate the Response – Recall Communications
- Collecting the Recalled Product from Patients
- Recall Status Reports
- Termination of Recall
- Disposal of Product
- Quality / Performance Improvement
- Record Retention

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INTRODUCTION 452
COMPANY POLICY REGARDING COMPLAINTS, RETURNS, ADVERSE EVENTS 452
UPON RECEIVING A COMPLAINT, PRODUCT RETURN, OR REPORT OF ADVERSE EVENT 453
PRELIMINARY EVALUATION (WITHIN 20 HOURS OF INCIDENT) 454
PRELIMINARY EVALUATION REPORTING TO THE DOH (WITHIN 24 HOURS OF INCIDENT) 454
QUARANTINE OF INCIDENT RELATED PRODUCT IF DIRECTED BY THE DOH 454
LAB TEST SAMPLES OF QUARANTINED PRODUCT 455
EVALUATION OF THE INCIDENT AND REPORTING TO NYDOH 455
VOLUNTARY QUARANTINE OF "INCIDENT" RELATED PRODUCT 455
DEVELOP RECALL STRATEGY 456
NOTIFY NYDOH OF RECALL PLAN (WITHIN 24 HOURS OF DECISION) 457
INITIATE THE RESPONSE - RECALL COMMUNICATIONS 457
COLLECTING THE RECALLED PRODUCT FROM PATIENTS 458
RECALL STATUS REPORTS 458
TERMINATION OF A RECALL 459
DISPOSAL OF PRODUCT 459
QUALITY ASSURANCE / PERFORMANCE IMPROVEMENT 460
RECORD RETENTION 460
CONTAMINATION INCIDENT PROCEDURE 463
ADDENDA 465

The material on this page is requested to be exempt from disclosure under FOIL because it constitutes trade secrets.

INTRODUCTION

In the event that patient complaints are received, patient returns of marijuana products, or an adverse event occurs, the following polices and procedures will be followed. As appropriate, the procedures will facilitate the rapid voluntary or involuntary recall of any lot of medical marijuana product. The following sections describe the policies and procedures from the time a complaint, product return, or report of an adverse event is made apparent to the time it is resolved.

COMPANY POLICY REGARDING COMPLAINTS, RETURNS, ADVERSE EVENTS

Each complaint, return, and report of adverse events (incidents) will be addressed as if they were part of an adverse event or could lead to a total recall. Recalling a product is an effective method of removing or correcting medical marijuana products. Recalling product is a voluntary action that takes place because the Company is carrying out its responsibility to protect the public health and well-being from products that present a risk of injury or are otherwise defective. Not all complaints, product returns, adverse events will necessarily require a recall.

All complaints, returns, and reports of adverse events (incidents) will be routed to the Silverpeak NY Response Team (a designated Response Team), under the leadership of the Chief Medical Officer and an evaluation of the incident will be performed to determine the degree of health risk and the appropriate response.

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UPON RECEIVING A COMPLAINT, PRODUCT RETURN, OR REPORT OF ADVERSE EVENT

The Pharmacist on duty will:

1. Immediately gather basic patient information and product information for each incident and log this information for the respective Dispensary:

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2. The Pharmacist on duty will package the returned product and arrange for Silverpeak NY Transportation to transfer the returned product to the Response Team.

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PRELIMINARY EVALUATION (WITHIN 20 HOURS OF INCIDENT)

INTERNAL REPORTING: The Pharmacist on duty will immediately forward the "Incident Intake Report" to the Chief Medical Officer/Response Team. The Chief Medical Officer (or designated Response team) will initiate an immediate preliminary evaluation of the incident.

PRELIMINARY EVALUATION PROCESS by the Chief Medical Officer/Response Team:
Based upon facts and contact with patient if necessary, the Response Team provides preliminary assessment of whether the patient is in immediate danger and takes appropriate steps.

PRELIMINARY EVALUATION REPORTING TO THE DOH (WITHIN 24 HOURS OF INCIDENT)

Within 24 hours of the report of an adverse event or a recall, the Response Team issues a report to the NY DOH with as much of the following information as possible:

1. Identity of the product involved.
2. Date and circumstances under which the product deficiency or possible deficiency was discovered. Reason for the immediate removal or other immediate correction action.
3. Preliminary evaluation of the risk associated with the deficiency or possible deficiency.
4. Total amount of such products produced and/or the timespan of the production.
5. Total amount of such products sold to dispensary patients.
6. A copy of the firm's recall communication if any has issued, or a proposed communication if none has issued.
7. Proposed strategy for conducting the recall.
8. Name and telephone number of the Company official who should be contacted concerning the recall.

QUARANTINE OF INCIDENT RELATED PRODUCT IF DIRECTED BY THE DOH

The NY DOH can direct the Company to quarantine any lot of medical marijuana at any time. If the NY DOH directs this quarantine, the following will apply:

- Product subject to quarantine must immediately be placed in quarantine in the respective facility it currently resides (dispensary or manufacturing facility). Such product will be clearly labeled "Quarantine" and will all be put into a container and held in the facilities secure storage are until further notice.
- Product subject to DOH quarantine may not be transported, distributed, or dispensed (without prior approval from the DOH).

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LAB TEST SAMPLES OF QUARANTINED PRODUCT

1. Rapid Response Team: Arrange to send samples of returned product to lab (contact lab and arranges transportation of product) for:
    a. Microbial contamination test
    b. Potency test
    c. Cannabanoid profile test

2. Company Transportation picks up the product and transports the respective material to the Approved Testing Lab.

3. Testing Lab performs test and informs the Response Team.

EVALUATION OF THE INCIDENT AND REPORTING TO NYDOH

1. Response Team gathers **prior** lab test results for this product lot from:
    a. Cultivation lab test results
    b. Extraction lab test results
    c. Product manufacturing lab test

2. Upon receipt of "incident" lab tests, the Response Team assesses the current lab tests for product in question and compares current lab test results to prior lab tests.

3. With knowledge of the comparison, the response team re-evaluates the degree of seriousness of the complaint/product as a health hazard.
    a. Assess the population at risk if they were exposed to the health hazard.
    b. Assess the likelihood of occurrence of the hazard.
    c. Assessment of the consequences (immediate or long-range) of occurrence of the hazard.

4. On the basis of this evaluation, the Chief Medical Officer determines whether a recall is necessary or not.

VOLUNTARY QUARANTINE OF "INCIDENT" RELATED PRODUCT

If the DOH **does not direct the Company to quarantine the product,** or if the DOH provides prior approval to transport quarantined product to a central location, the Company may, at the direction of the Response Team:

1. Declare a quarantine and specify the product Identification and lots to be recalled.

2. **Dispensary inventory** - Immediately quarantine recalled product at the dispensary into a safe location. Immediately arrange with transportation to move product from the dispensaries to the Company manufacturing facility's quarantine area. Record this transfer of inventory in the seed to sale inventory tracking system.
3. **Manufacturing Facility Inventory–**

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a. Manufacturing facility inventory - Immediately tag and move all product subject to recall that is in inventory to the quarantine area.
b. Recalled product received from the dispensaries - label and move to the designated "quarantine" area.
c. Product in transit – immediately identify any "recall" product in transit, re-route to the manufacturing facility, label and move to "quarantine" area.
d. Record this transfer of inventory into the seed to sale tracking system.

DEVELOP RECALL STRATEGY

If a recall is deemed necessary by the DOH or the Response Team, the Response Team will develop a strategy that takes into account the following factors:

- Results of health hazard evaluation.
- Ease in identifying the product.
- Degree to which the product's deficiency is obvious to the consumer or user.
- Degree to which the product remains unused in the market-place.

The recall strategy will be documented and immediately forwarded to the NYDOH for review and comment. The NYDOH will review the adequacy of a proposed recall strategy developed by the Company and recommend changes as appropriate. The firm will conduct the recall in accordance with an approved recall strategy but need not delay initiation of a recall pending review of its recall strategy.

The Company's recall strategy will focus on:

1. **Depth of recall.** Depending on the product's degree of hazard and extent of distribution, the recall strategy will specify the level in the distribution chain to which the recall is to extend, as follows:
    a. Patient level (product already sold to patients)
    b. Dispensary level (product on hand at dispensary)
    c. Manufacturing level (product on hand at the manufacturing facility)
2. **Necessity of Public warning.** The purpose of a public warning is to alert the public that a product being recalled presents a serious hazard to health. It is reserved for urgent situations where other means for preventing use of the recalled product appear inadequate. The NYDOH in consultation with the recalling firm will ordinarily issue such publicity. The recall strategy will specify whether a public warning is needed and whether it will issue as:
    a. General public warning through the local news media, or
    b. Public warning through specialized news media, e.g., physicians, hospitals, etc. that could be recommending this particular brand.

3. **Effectiveness checks.** The purpose of effectiveness checks is to verify that all consignees (manufacturing facility, dispensaries and patients) at the recall depth specified by the

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strategy have received notification about the recall and have taken appropriate action. The method for contacting consignees may be accomplished by personal visits, telephone calls, letters, or a combination thereof. The Company will be responsible for conducting effectiveness checks. The recall strategy will specify the method(s) to be used for and the level of effectiveness checks (zero to 100%) that will be conducted, as follows:

a. Level A--100 percent of the total number of consignees to be contacted;
b. Level B--Some percentage of the total number of consignees to be contacted, which percentage is to be determined on a case-by-case basis, but is greater that 10 percent and less than 100 percent of the total number of consignees;
c. Level C--10 percent of the total number of consignees to be contacted;
d. Level D--2 percent of the total number of consignees to be contacted; or
e. Level E--No effectiveness checks.

NOTIFY NYDOH OF RECALL PLAN (WITHIN 24 HOURS OF DECISION)

Within 24 hours the Company's recall plan approval, the Company will notify the appropriate NYDOH district office. The Company will provide the following information:

1. Identity of the product involved.
2. Reason for the removal or correction and the date and circumstances under which the product deficiency or possible deficiency was discovered.
3. Evaluation of the risk associated with the deficiency or possible deficiency.
4. Total amount of such products produced and/or the timespan of the production.
5. Total amount of such products sold to dispensary patients.
6. A copy of the firm's recall communication if any has issued, or a proposed communication if none has issued.
7. Proposed strategy for conducting the recall.
8. Name and telephone number of the Company official who should be contacted concerning the recall.
    a. Pending this review, the Company need not delay initiation of its product removal or correction.
    b. The Company official will, following a removal or correction of its product consult with the appropriate NYDOH office when the reason for the removal or correction is not obvious or clearly understood but where it is apparent, e.g., because of complaints or adverse reactions regarding the product, that the product is deficient in some respect.

INITIATE THE RESPONSE - RECALL COMMUNICATIONS

General. The Company will promptly notify each of its affected facilities and patients about the recall. The format, content, and extent of a recall communication should be commensurate with the hazard of the product being recalled and the strategy developed for that recall. In general terms, the purpose of a recall communication is to convey:

1. That the product in question is subject to a recall.
2. That further distribution or use of any remaining product should cease immediately.
3. Where appropriate, that the direct account should in turn notify its patients who received the

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product about the recall.
4. Instructions regarding what to do with the product.

Communication Vehicles. A recall communication can be accomplished by telegrams, mailgrams, or first class letters conspicuously marked, preferably in bold red type, on the letter and the envelope: "drug [or food, biologic, etc.] recall [or correction]". The letter and the envelope should be also marked: "urgent" for class I and class II recalls and, when appropriate, for class III recalls. Telephone calls or other personal contacts should ordinarily be confirmed by one of the above methods and/or documented in an appropriate manner.

Communication Content

1. A recall communication should be written in accordance with the following guidelines:
    a. Be brief and to the point;
    b. Identify clearly the product, size, lot number(s), code(s) or serial number(s) and any other pertinent descriptive information to enable accurate and immediate identification of the product;
    c. Explain concisely the reason for the recall and the hazard involved, if any;
    d. Provide specific instructions on what should be done with respect to the recalled products; and
    e. Provide a ready means for the recipient of the communication to report to the recalling firm whether it has any of the product, e.g., by sending a postage-paid, self-addressed postcard or by allowing the recipient to place a collect call to the recalling firm.
2. The recall communication should not contain irrelevant qualifications, promotional materials, or any other statement that may detract from the message. Where necessary, follow-up communications should be sent to those who fail to respond to the initial recall communication.

COLLECTING THE RECALLED PRODUCT FROM PATIENTS

Regarding patients who have purchased the affected product from the recall lot:

1. Response Team - From the seed to sale inventory control program, print a list of patients that purchased product from this lot.
2. Contact the patients and determine
    a. Whether they still have this product in their possession
    b. Whether they have ingested any of this product.
    c. If yes, get the details—when, how much, how often, any side effects
    d. If they have this product in their possession, request that they return it to the dispensary where purchased for a full refund.
3. Keep track of information related to each patient contact: i.e. date, message, etc.

RECALL STATUS REPORTS

The Company will submit periodic recall status reports to the appropriate NYDOH district office so

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that the agency may assess the progress of the recall. The frequency of this report will be determined by the relative urgency of the recall and will be specified by the NYDOH in each recall case; generally the reporting interval will be between 2 and 4 weeks.

The recall status report should contain the following information:

1. Number of consignees notified of the recall, and date and method of notification.
2. Number of consignees responding to the recall communication and quantity of products on hand at the time it was received.
3. Number of consignees that did not respond (if needed, the identity of non-responding consignees may be requested by the NYDOH).
4. Number of products returned or corrected by each consignee contacted and the quantity of products accounted for.
5. Number and results of effectiveness checks that were made.
6. Estimated time frames for completion of the recall.

Recall status reports are to be discontinued when the recall is terminated.

TERMINATION OF A RECALL

The company will end its recall by submitting a written request to the NYDOH stating that the recall is effective in accordance with the following criteria:

1. All reasonable efforts have been made to remove or correct the product in accordance with the recall strategy
2. When it is reasonable to assume that the product subject to the recall has been removed
3. Proper disposition or correction has been made commensurate with the degree of hazard of the recalled product.
4. This request will also include most current recall status report and a description of the disposition of the recalled product.

DISPOSAL OF PRODUCT

A complete inventory of product recalled will be maintained by the Response Team. This will include internal transfers to the quarantine area from the Company dispensaries and the manufacturing facility as well as product returned from patients.

With approval from the Chief Medical Officer, all product assembled during the recall shall be destroyed in accordance with the company's operating plan and this waste disposal will be recorded into the Company's seed to sale tracking program. The Company's waste procedure is as follows: **IMPORTANT: All material must be rendered unusable and unrecognizable prior to disposal. All material must be rendered unrecoverable and beyond reclamation.**

1. Weigh total amount of waste material
2. Record into the Seed-to-Sale Inventory Control software as "Waste."

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3. Combine material to be disposed of with other refuse at a ratio of at least 1:1 using the shredder or mulcher.
4. Dispose of waste in designated locked and secure container. This step must be performed by at least two individuals in order to provide a witness to the disposal.

QUALITY ASSURANCE / PERFORMANCE IMPROVEMENT

In an effort to ensure safety and continually improve our processes, causes for the return/complaint or adverse event will be evaluated by the response team, which will make recommendations to changes in processes designed to prevent the causes of such events from occurring in the future.

RECORD RETENTION

All records related to each return, complaint, adverse event and recall will be maintained for 5 years.

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ATTACHMENT D – "OPERATING PLAN"

SECTION 9 – "PRODUCT QUALITY ASSURANCE"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Attachment "D" Section 9-Product Quality Assurance: an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains components set forth in 10 NYCRR 1004.5(b)(4)(vi). The operating plan shall also include:

(vi) a quality assurance program to track contamination incidents and document the investigated source of such incidents, and the appropriate corrective action(s) taken

CONTENTS OVERVIEW:

1. CONTAMINATION INCIDENT PROCEDURE- This is a detailed description of how we track "contamination incidents and document the investigated source of such incidents, and the appropriate corrective action(s) taken."
2. ADDENDA: Reports, Logs, and SOPs referenced in this section where applicable

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CONTAMINATION INCIDENT PROCEDURE 463
ADDENDA 465

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CONTAMINATION INCIDENT PROCEDURE

- Tests are taken throughout the entire manufacturing process to detect microbial contaminants, mycotoxins, heavy metals and pesticide chemical residue, and residual solvents levels. This enables us to quickly identify if/when contamination occurs and investigate its root cause, and subsequently take proactive measures to prevent a contamination re-occurrence.
- In the event that any medical marijuana product, in any form and any stage of manufacturing and dispensing is found to be contaminated, it is the responsibility of whomever discovers the contamination to notify the Chief Medical Officer immediately.
- It is the responsibility of the Chief Medical Officer to initiate an investigation into the root cause of the contamination, beginning with a new Incident Report. The Incident Report will follow the investigation through its life and serve as documentation of the contamination incident.
- The Chief Medical Officer will form a Quality Assurance Committee consisting of, but not limited to the Chief Medical Officer, Cultivation Manager, Lab Manager, Product Manufacturing Manager, and the Chief Security and Compliance Officer.
- Contamination can occur at any point along the manufacturing and dispensing chain. Should contamination be identified after dispensing to the patient, the Chief Security and Compliance Officer, and the Quality Assurance Committee will initiate the recall procedures as spelled out in Section 8: Returns, Complaints, Adverse Events, as well as the Recall SOP.
- Whenever contamination is identified, the Quality Assurance Committee will immediately secure and sequester all remaining inventory of the affected lot(s); no further sales of the affected lot(s) will be allowed until the root cause is identified and rectified.
- Regardless of when the contamination is identified, a sample of the contaminated product will be sent for additional contaminant testing at a DOH approved lab. This will be an alternate lab from the lab that returned the failed contaminant test.
- The Quality Assurance Committee will utilize root cause analysis tools to identify where and when the contamination occurred. There are five distinct phases where contamination can occur:
    - Cultivation
    - Extraction
    - Manufacturing
    - Transportation to Dispensary
    - Dispensary
- At each stage, systems and protocols are in place to not only prevent contamination, but to also quickly identify any contamination before moving on to the next stage.
- Depending upon which stage the contamination was identified, the Quality Assurance Committee will use a systematic approach to work backward through the manufacturing and dispensing process and investigate each stage until the cause of the contamination is identified. The investigation will include, but is not limited to:
    - Gathering and reviewing all logs and records created, including those which do not specifically relate to the product (e.g. facility cleaning logs);
    - Gathering and reviewing all tests performed during the particular stage, including all

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test performed on separate, non-cannabis inputs (e.g. water, fertilizers, pesticides, etc.);
    - Gathering and reviewing all surveillance footage during the period of time the product was in the particular stage;
    - Interviewing key team members responsible for the quality of the product during the particular stage, including those who signed the various quality assurance logs;
- When the root cause of the contamination is identified, the Quality Assurance Committee will develop a plan to solve the root cause to prevent a re-occurrence of the contamination. This plan must include:
    - revisions to standard operating procedures;
    - revisions to any existing logs and reports to identify contamination earlier in the process;
    - The creation of any additional logs and reports to identify contamination earlier in the process;
    - training for all team members involved in the particular stage where the root cause exists;
    - ongoing training and follow-up action plans to ensure the new SOPs become habit.
- If the root cause could have affected any other batches/lots, those lots must be tested again to ensure their quality.
- Any product found to be contaminated must be destroyed per the Product Destruction SOP.
- At the conclusion of the investigation, the Chief Medical Officer will submit a completed Incident Report to all members of the Quality Assurance Committee as well as all members of the senior staff. The final Incident Report shall include, but not be limited to:
    - the batch/lot number, product, and brand affected by the contamination;
    - when and where the contamination was identified;
    - the root cause of the contamination;
    - actions taken to eliminate the recurrence of the contamination;
    - what was done with the contaminated product.

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ADDENDA

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ATTACHMENT D – "OPERATING PLAN"

SECTION 10 – "RECORDKEEPING"

Response to Item 83, Medical Marijuana Program

Application for Registration as a Registered Organization.

Attachment "D" Section 10-Recordkeeping: an operating plan that includes a detailed description of the applicant's manufacturing processes, transporting, distributing, sale and dispensing policies or procedures, and contains components set forth in 10 NYCRR 1004.5(b)(4)(vii). The operating plan shall also include:

(vii) Detailed description of plans, procedures and systems adopted and maintained for tracking, record keeping, record retention and surveillance systems, relating to all medical marihuana at every stage including cultivating, possessing of marihuana, and manufacturing, delivery, transporting, distributing, sale and dispensing by the proposed registered organization.

CONTENTS OVERVIEW:

1. RECORDKEEPING POLICIES – The purpose of this section is to provide a 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, possessing of marijuana, and manufacturing, delivery, transporting, distributing, sales and dispensing.

   Record tracking SOPs exist for each stage of the process. Paper records, such as reports per reporting SOPs, are maintained in physical form in locked storage for a minimum of (5) years, with electronic versions of each record also being stored on a secure cloud storage server. The Seed-to-Sale Inventory Control System also houses records related to product status, inventory status, ingredients and test results. All paper reports referenced in this section are again referenced to in SOPs specific to those reports, and are also attached to this application as addenda.

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RECORDKEEPING OVERVIEW 472
CULTIVATION RECORDS 472
PLANS, PROCEDURES AND SYSTEMS *472*
RECORDS KEPT *473*
EXTRACTION RECORDS 473
PLANS, PROCEDURES AND SYSTEMS *473*
RECORDS KEPT *474*
PRODUCT MANUFACTURING RECORDS 475
PLANS, PROCEDURES AND SYSTEMS *475*
RECORDS KEPT *475*
TRANSPORTATION RECORDS 476
PLANS, PROCEDURES AND SYSTEMS *476*
RECORDS KEPT *476*
PATIENT RECORDS AND DISPENSING 476
PLANS, PROCEDURES AND SYSTEMS *476*
RECORDS KEPT *477*
SALES RECORDS 477
PLANS, PROCEDURES AND SYSTEMS *477*
RECORDS KEPT *478*
SECURITY AND VIDEO SURVEILLENCE RECORDS 478
PLANS, PROCEDURES AND SYSTEMS *478*
RECORDS KEPT *479*
HR RECORDS 479
RECORDS KEPT *479*
PRICING & DEEDS/LEASE RECORDS 480
PLANS, PROCEDURES AND SYSTEMS *480*
RECORDS KEPT *480*
STORAGE OF ALL RECORDS 480
PLANS, PROCEDURES AND SYSTEMS *480*
ADDENDA 481

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RECORDKEEPING OVERVIEW

- All records and logs should focus on facilitating Seed-to-Sale tracking of all medical marijuana products. In case of incidents affecting product quality and safety, logs, reports and database systems should provide an unbroken chain of information back to the plant entering the cultivation/manufacturing process.
- Record tracking SOPs exist for each stage of the process. Paper records, such as reports per reporting SOPs, are maintained in physical form in locked storage for a minimum of (5) years, with electronic versions of each record also being stored on a secure cloud storage server. The Seed to Sale Software also houses records related to product status, inventory status, ingredients and test results.
- Per recordkeeping SOP's and the recordkeeping process audit SOP, all records are audited monthly to ensure processes are being followed, records are being maintained, and records are on file in accordance with the minimum prescribed time called for by the SOP as dictated by regulation. These audits are performed by the Cultivation Manufacturing Compliance Specialist.

CULTIVATION RECORDS

PLANS, PROCEDURES AND SYSTEMS

- Records should also provide for monitoring opportunities in the process cycle for possible contamination and serve to prevent contamination during the cultivation process.
- The record keeping of crop life cycle will be maintained in the Seed-to-Sale inventory control system for 6 months on-site, current year and 3 preceding years may be archived off-site. The Software captures perpetual inventory quantities and keeps track of all the details of the plant's life cycle: immature plant, vegetative, flowering, harvest, packaging, and transporting to extraction.
- The facility will 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:
    1. Lot numbers (where applicable)
    2. Plant ID
    3. Batch
    4. List of all materials used in the manufacturing of the approved medical marijuana product to allow tracking of the materials. Including but not limited to:
        a. Soil
        b. Soil amendment
        c. Nutrients
        d. Hydroponic materials
        e. Fertilizers
        f. Growth promoters
        g. Pesticides
        h. Fungicides
        i. Herbicides
- Seed to Sale Software data is reviewed daily at the end of each day and checked against

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physical inventory.

- Per the Testing Protocol SOP, testing records are maintained for a minimum of 3 years for all testing. This includes department requested testing, 3rd party test results, and internal testing as part of quality assurance. These records are attached to product batch/lots in the Seed to Sale Inventory Control System.

RECORDS KEPT

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EXTRACTION RECORDS

PLANS, PROCEDURES AND SYSTEMS

- All records and logs should focus on facilitating seed-to-sale tracking of all medical marijuana products. In case of incidents affecting product quality and safety, logs, reports and database systems should provide an unbroken chain of information back to the plant entering the cultivation/manufacturing process.
- Records should also provide for monitoring opportunities in the process cycle for possible contamination and serve to prevent contamination during the extraction process.

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- Weekly reviews of all recordkeeping and surveillance protocols are performed by the Cultivation who files an independent recordkeeping audit report that is stored digitally (secure cloud storage) along with paper files.
- Seed to Sale Software data is reviewed daily at the end of each day and checked against physical inventory.
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PRODUCT MANUFACTURING RECORDS

PLANS, PROCEDURES AND SYSTEMS

- All records and logs should focus on facilitating seed-to-sale tracking of all medical marijuana products. In case of incidents affecting product quality and safety, logs, reports and database systems should provide an unbroken chain of information back to the plant entering the cultivation/manufacturing process.
- Records should also provide for monitoring opportunities in the process cycle for possible contamination and serve to prevent contamination during the product manufacturing process.
- Weekly reviews of all recordkeeping and surveillance protocols are performed by the cultivation manufacturing compliance specialist, who files an independent recordkeeping audit report that is stored digitally (secure cloud storage) along with paper files.
- All security equipment will be kept in full operating order and shall be tested no less than monthly at each manufacturing facility and dispensing facility that is operated. Records of security tests will be maintained for five years and made available upon request.
- Per the Testing Protocol SOP, testing records are maintained for a minimum of 3 years for all testing. This includes department requested testing, 3rd party test results, and internal testing as part of quality assurance. These records are attached to product batch/lots in the inventory control system.

RECORDS KEPT

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TRANSPORTATION RECORDS
PLANS, PROCEDURES AND SYSTEMS
• The Chief Security & Compliance Officer will maintain all transportation records. • Prior to transporting any approved medical marijuana product, a shipping manifest shall be completed. • 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. • All shipping manifests shall be maintained and made available to the department for inspection upon request, for a period of 5 years.
RECORDS KEPT

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PATIENT RECORDS AND DISPENSING
PLANS, PROCEDURES AND SYSTEMS
• All patient records and procedures and practices involving these records will be HIPAA compliant. • All patient data, including name, date of birth, NYS DOH Medical Marijuana ID number,

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address, phone number, email address, and practitioner's name and DEA number will be kept in the Seed to Sale Software as part of their patient record. If applicable, the patient's designated caregiver information will also be stored.

- All patient purchasing records will be maintained in the Seed to Sale Software with regular off-site backups. This includes the patient's practitioner's recommendation(s).
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including:

1. Brand
2. Administration form
3. Dosage
4. Dates dispensed
5. Record of any returned product to the patient

- The Chief Security & Compliance Officer shall be charged with maintaining all surveillance, access control, and dispensing auditing records.

RECORDS KEPT

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SALES RECORDS

PLANS, PROCEDURES AND SYSTEMS

- The record keeping of patient databases, sales transactions, product recalls, as well as any and all product inventory records will be the responsibility of the facility pharmacist(s).
- The Seed to Sale Software will be the gathering and repository tool for all sales records, recording lot/batch sold and all its particulars, when sold, to whom, at what price, any discounts allowed, and payment method.
- The Chief Security & Compliance Officer shall be charged with maintaining all surveillance, access control, and dispensing auditing records.
- 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, by the resident pharmacist not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver.
- Dispensing report details will include:

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1. Serial number that will be generated by the dispensing facility
2. Identification number which will be provided by the department to identify the registered organizations dispensing facility
3. Patient name, date of birth and sex
4. Patient address, including street, city, state, city, state, zip code
5. Patient's registry identification card number, if applicable, designated caregiver's name and registry identification card number
6. Date the approved medical marijuana product was filled by the dispensing facility
7. Metric quantity for the approved medical marijuana product
8. Medical marijuana product drug code number
9. Number of days supply dispensed
10. Registered practitioner's Drug Enforcement Administration number
11. Date the written certification was issued by the registered practitioner
12. Payment Method

RECORDS KEPT

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SECURITY AND VIDEO SURVEILLENCE RECORDS

PLANS, PROCEDURES AND SYSTEMS

- All video recordings shall allow for the exporting of still images in an industry standard image format (including .jpeg, .bmp, and .gif). Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings must be erased prior to disposal or sale of the facility.
- All security equipment must be kept in full operating order and we will test such equipment no less than monthly at each manufacturing facility and dispensing facility that we operate.
- Twenty-four hour recordings from all video cameras shall be retained for at least 90 days. If we are aware of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, we shall retain an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies us that it is not necessary to retain the recording.
- Biometric authentication records are logged digitally at every access point where biometric

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authentication occurs per all Biometric authentication SOP's. Step-by-step biometric authentication protocols are found in the biometric authentication SOP.

- Date and time stamp are embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.
- Video surveillance software will be capable of notifying security staff in real time of any video outage(s).
- Security systems per the security plan also create entry point logs at all points of building egress and ingress. Nobody can enter the building without generating a security report log.
- Weekly reviews of all recordkeeping and surveillance protocols are performed by the facility manager, who files an independent recordkeeping audit report that is stored digitally (secure cloud storage) along with paper files.

RECORDS KEPT

Redacted pursuant to N.Y. Public Officers Law, Art. 6

HR RECORDS

- HR Records are stored in accordance with recordkeeping and reporting SOP's.

RECORDS KEPT

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PRICING & DEEDS/LEASE RECORDS

PLANS, PROCEDURES AND SYSTEMS

- All records necessary for timely and accurate costing/pricing data (variable costs, fixed costs, overhead, etc.) shall be maintained in the corporate financial records.
- Copies of all applicable executed and proposed deeds, leases, and rental agreements or executed option contracts related to the organization's real property interests shall be kept on-site at all times.

Redacted pursuant to N.Y. Public Officers Law, Art. 6

STORAGE OF ALL RECORDS

PLANS, PROCEDURES AND SYSTEMS

- Maintain and make available all books, records, manufacturing and dispensing facilities available to the department for monitoring, on-site inspection, and audit purposes to assess compliance.
- All Business Records are to be retained, ON SITE, for period of no less than 6 months. Documents older than 6 months but younger than two years can be kept off-site but must be made available within 3 days of request by authorities. Any hard copies of records that need to be shared with an off-site entity must have copies made and the original kept on site.
- Records of security tests must be maintained for five years and made available to the department upon request.
- All records, written or electronic shall be safeguarded in a manner that limits access and records any access to a safeguarded record. All safeguards will address the prevention of alteration, theft of record and damage from external environmental hazards.
- All paper documents are to be scanned and filed digitally, in conjunction with physical storage.
- Secure off-site data centers will be used to store electronic records for a period of time no less than required by the DOH.
- Secure off-site analog storage will be used to store any hard copies required by the DOH.

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ADDENDA

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