GREAT LAKES
MEDICINALS

# APPENDIX A

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

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: Great Lakes Medicinals LLC

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

2. Name: Tiera Stonewell | 3. Title: GM of Cultivation Facility

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

Tiera will directly oversee the entire cultivation process from clone to harvest. Tiera's responsibilities will include utilizing her GAP certification to ensure cultivation best practices and standard operating procedures are followed throughout the life cycle of the plant. Tiera will be responsible for all cultivation quality control ensuring plant health, maximum yield and genetic consistency. Tiera will oversee a team responsible for daily cultivation room controls ensuring water, room temperatures, humidity levels and lighting are all optimizing the yeild of the plant. Tiera's team will be responsible for all trimming, harvesting and drying of the cannabis.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☉ Yes ☐ No

**Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."**

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☉ No

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

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

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

~ Yes X No

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

| 8. Phone: [redacted] | 9. Fax: |
|---|---|
| 10. Email: tstonewall@greatlakesmeds.com | |
| 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 at Brockport | 350 New Campus Drive, Brockport, NY 14420 | 8/2000 | 5/2004 | Bachelors in Business Adminsitration | 5/2004 |
| | | | | | |
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# Appendix A:
# Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
| | | | | |
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17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

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

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

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

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19. Affirmative Statement of Qualifications

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

Lisa Stoendel

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: Alayna Ruffalo | Date: 5-21-2015 |
| Notary Name: Alayna Ruffalo | Notary Registration Number: 01RU6317771 |
| Notary (Notary Must Affix Stamp or Seal)<br>ALAYNA RUFFALO<br>Notary Public, State of New York<br>Ontario County Reg. #01RU6317771<br>Commission Expires 01/12/19 | Date: 5-21-2015 |

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration

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## 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: GREAT LAKES MEDICINALS, LLC

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

2. Name: Richard J. Eberhardt | 3. Title: Director of IT and Accounting

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

Richard will act as Director of IT and Accounting of Great Lakes Medicinals LLC. He will oversee IT systems in Accounting, Production, Distribution, and Sales of the Organization. He will source, acquire, install, and maintain hardware and software along with administering systems for security, access control, and network connectivity. Richard will also support the user base and provide IT services.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?

X Yes ☐ No

**Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."**

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes X No

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

NEW YORK STATE | Department of Health

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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: reberhardt@greatlakesmeds.com | |
| 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 |
| Villanova University | 800 E Lancaster Ave Villanova, PA 19085 | 1967 | 1971 | B.S. Business Administration | May 1971 |
| Rochester Institute of Technology | Rochester, NY | 1975 | 1976 | MBA Accounting | 1976 |
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## Appendix A:
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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
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17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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NEW YORK STATE | Department of Health

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

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

NEW YORK STATE | Department of Health

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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: | | |

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|---|---|---|
| From:<br>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:<br>To: | Name and Address of Business: | |
| Business Type: | Office Held/Nature of Interest: | ☐open ☐closed ☐proposed |
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NEW YORK STATE | Department of Health

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19. Affirmative Statement of Qualifications

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

The affiant has held several management and operational positions and is qualified to operate the proposed facility.

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: 5/29/15 |
| Notary Name: Russell S. La Rocca | Notary Registration Number: 01LA4839315 |
| Notary (Notary Must Affix Stamp or Seal)<br>RUSSELL S. LA ROCCA<br>NOTARY PUBLIC, State of New York<br>Reg. No. 01LA4839315<br>Monroe County<br>Commission Expires Aug. 31, 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: Great Lakes Medicinals, LLC.

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

| 2. Name: Thomas A Fitzgerald | 3. Title: Chief Financial Officer |
|---|---|

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

Tom will act as Chief Financial Officer of Great Lakes Medicinals LLC. In this role, he will manage the financial risks of the corporation. He will be responsible for the analysis of data and the management of billing and budgeting. Tom will assist on all strategic and tactical matters as they relate to budget management, cost-benefit analysis, forecasting needs and the securing of new funding.

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.**

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

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

| | | | | | |
|---|---|---|---|---|---|
| 8. Phone: [redacted] | | | 9. Fax: | | |
| 10. Email: [redacted] | | | | | |
| 11. Residence Address: [redacted] | | | | | |
| 12. City: [redacted] | | 13. State: [redacted] | | 14. ZIP Code: [redacted] | |
| 15. Formal Education | | Dates Attended | | Degree | |
| Institution | Address | From | To | Degree Received | Date Received |
| Seton Hall University | 400 S Orange Ave, South Orange, NJ 07079 | 2004 | 2008 | BA in Business Administration, Marketing Concentration. | May, 2008. |
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16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
| | | | | |
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Redacted pursuant to N.Y. Public Officers Law, Art. 6

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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| | | |
|---|---|---|
| From:<br>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:<br>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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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.

Question is inapplicable as affiant has had prior managerial experience.

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

| | |
|---|---|
| Signature: [signature] | Date: 05/22/2015 |
| Notary Name: Gabriel Rivera | Notary Registration Number: 01R16313005 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 05/22/15 |

GABRIEL RIVERA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RI6313005
Qualified in Kings County
My Commission Expires October 14, 2018

NEW YORK STATE | Department of Health

**Medical Marijuana Program**
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1. Business Name: Great Lakes Medicinals LLC

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

2. Name: John D. Bolton | 3. Title: Chief Cultivation Officer

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

Responsibilities will include: Complete supply chain management of the growing/cultivation operations; Procurement of raw and processing materials; Management/leadership of growing/cultivation team, including daily oversight of union contract, motivation, health, and safety operations to achieve cultivation objectives; Scheduling and planning inventory control to match customer requirements with cultivation output; Interface with R&D for product development; Quality Control: Oversee process control to ensure product conforms with specifications; Maintenance Management: Schedule and plan facility maintenance to maintain a controlled growing environment; Product identification, documentation and traceability.

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?
☑ **Yes** ☐ **No**

**Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."**

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☐ 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 |
| Rochester Institute of Technology | 1 Lomb Memorial Dr, Rochester, NY 14623 | 2006 | 2008 | Master of Science, Manufacturing Leadership | May 2008 |
| Clarkson University | 8 Clarkson Ave, Potsdam, NY 13699 | 1975 | 1978 | Bachelor of Science, Management | May 1978 |
| Clarkson University | 8 Clarkson Ave, Potsdam, NY 13699 | 1975 | 1978 | Bachelor of Science, Marketing | May 1978 |
| | | | | | |
| | | | | | |

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

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

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

# 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.

Question is inapplicable as affiant has had past managerial 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: John S Burton | Date: 5/20/15 |
| Notary Name: Coleen M. Zingaro | Notary Registration Number: 01ZI612113 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 5/20/2015 |

Coleen M. Zingaro
Notary Public, State of New York
Qualified in Monroe County
01ZI612113
My Commission Expires Jan. 03, 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: Great Lakes Medicinals LLC

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

| 2. Name: Kaley Anne Odenbach | 3. Title: Director of Pharmaceuticals |
|---|---|

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

Kaley will be the Director of Pharmaceuticals at Great Lakes Medicinals LLC. She will use her past experience as a pharmacy manager to help establish all four of GLM's dispensaries and oversee the pharmacists. Kaley will ensure that the pharmacists are trained and able to provide excellent patient care and counseling, including routine follow up appointments to discuss efficacy and any adverse drug events. Kaley will be required to maintain constant communication with GLM's research partners, and local medical institutions so that she can provide GLM's patients with complete and accurate information about all of GLM's products.

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.**

Kaley has worked for [redacted] and has held the position of [redacted]

# 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 |
| Northeastern University | 360 Huntington Ave. Boston, MA 02215 | 05/10 | 05/11 | Doctor of Pharmacy | 05/11 |
| Northeastern University | 360 Huntington Ave. Boston, MA 02115 | 08/05 | 05/10 | Bachelor of Science in Pharmacy Studies | 05/10 |
| | | | | | |
| | | | | | |
| | | | | | |

# 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 |
|---|---|---|---|---|
| NY State Registered Pharmacist | I055864-1 | NY State Education Department<br>Office of the Professions<br>89 Washington Avenue | 8/3/11 | 7/31/14 |
| NY State Registered Pharmacist | I055864-1 | NY State Education Department<br>Office of the Professions<br>89 Washington Avenue | 8/1/14 | 02/28/17 |
| | | | | |
| | | | | |
| | | | | |

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

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

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

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:<br>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:<br>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:<br>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.

Question is inapplicable as affiant has had past managerial 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: Paley A. Odenbach | Date: 5/26/15 |
| Notary Name: Tyler French | Notary Registration Number: 01FR6247191 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 5/26/2015 |

TYLER M. FRENCH
Notary Public, State of New York
Qualified in Monroe County
Reg. #01FR6247191
My Commission Expires 08-22-2016

exp: 08/22/15

# 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: Great Lakes Medicinals LLC

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

2. Name: Harold C. Smith, Ph.D.

3. Title: Director of Research

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

At Great Lakes Medicinals LLC, Harold will consult and direct product validation and quality control based on scientific testing for dose-dependent alterations in metabolism, genetic readout and toxicity. Harold will serve as the director of the company's research department, which will scientifically validate cannabis extracts for their potency and consistency and to determine how cannabinoids relate to each qualified changes in human biology.

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.**

Dr. Smith is the [redacted]

No violations of the law or regulation has ever occurred for persons in the company or the entity itself.

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

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

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

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

| 15. Formal Education | | Dates Attended | | Degree | |
|---|---|---|---|---|---|
| Institution | Address | From | To | Degree Received | Date Received |
| SUNY at Buffalo | Dept of Biology Cooke Hall SUNY at Buffalo, Buffalo, NY 14260 | 09/79 | 07/82 | Masters of Arts and Ph.D. | 07/82 |
| Purdue University | College of Veterinary Medicine, West Lafayette, IN 47907 | 09/72 | 06/79 | Bachelorette and Masters of Science | 06/79 |
| | | | | | |
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## Appendix A:
## Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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

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

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

| | | |
|---|---|---|
| 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:<br>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:<br>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:<br>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.

Over [redacted] of scientific research with experience in critical thinking, planning and experimental data analysis. [redacted] of these years have been as a [redacted]

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

| | |
|---|---|
| Signature: Howard C. Smith | Date: 05/26/2015 |
| Notary Name: Karen Leonardi-Norris | Notary Registration Number: 01LE5014923 |
| Notary (Notary Must Affix Stamp or Seal)<br>Karen Leonardi-Norris<br>KAREN LEONARDI-NORRIS<br>Notary Public in the State of New York<br>No. 01LE5014923<br>Monroe County<br>Commission Expires, July 12, 2015 | Date: 05-26-15 |

# 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: GREAT LAKES MEDICINALS LLC

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

| 2. Name: Timothy J. Dollinger | 3. Title: Chief Retail & Branding Officer |
|---|---|

4. Briefly describe the role of this person or entity in the proposed registered organization:
I have overseen and will continue to oversee the initial selection and build out of our 4 dispensary locations as well as branding, marketing, public relations and customer service of our business and products. I will be responsible for the design, construction, staffing, training and operations of our 4 dispensary locations. This will include all aspects of dispensary operations, customer inquiries and media relations. I will work closely with our Chief Operations Officer to help identify and facilitate business growth opportunities with our patients, business partners, suppliers, sub contractors, consultants and technology partners.

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: tdollinger@greatlakesmeds.com | |
| 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] | | | | | |
| Catholic University of America | 620 Michigan Ave NE Washington, DC 20064 | 2002 | 2006 | B.S.B.A. International Business | |
| | | | | | |
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| | | | | | |

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

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

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

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:<br>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:<br>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:<br>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.

Question is inapplicable as affiant has had prior managerial 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: 5/18/15 |
| Notary Name: Diane Amedeo<br>Diane Amedeo | Notary Registration Number: 01AM4945670 |
| Notary (Notary Must Affix Stamp or Seal)<br><br>DIANE AMEDEO<br>Notary Public, State of New York<br>Qualified in Monroe County<br>Reg. No. 01AM4945670<br>Commission Expires January 27, 2019 | Date: 5/18/15 |

# 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: Great Lakes Medicinals LLC.

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

| 2. Name: Alex Bolton Odenbach | 3. Title: Dir. of Community Relations |
|---|---|

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

At Great Lakes Medicinals LLC, Alex will serve as the Director of Community Relations. In this role, he will be responsible for GLM's relationship with all communities in which it operates. He will also be the director of the Great Lakes Foundation, a charitable branch of Great Lakes Medicinals LLC. He will ensure that GLM gives back to those in need as best it can. Alex will keep in constant communication with community leaders and advocates in order to ensure that GLM is doing everything it can to help all of its patients, as well as those in the community it operates. Alex will oversee all charitable operations that GLM takes part in or operates.

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. Emai[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 |
| Bucknell University | 701 Moore Ave<br>Lewisburg, PA 17837 | 08/05 | 05/09 | Bachelor of Arts | May 2009 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

I am qualified to be Director of Community Relations for Great Lakes Medicinals based on my current position of [redacted] and my experience amongst a number of non-profit organizations. As a [redacted] and having a fiduciary responsibility for my clients, I am always making decisions and recommendations for their best interest. I have recently attended a "Dale Carnegie Course - Skills for Success and strive to live by the Principles he taught for enhancing relationships.

Outside of [redacted] I have been involved with numerous non-profit activities and fund-raisers. [redacted] I began to get involved with [redacted] and was able to get invited to [redacted] where I have been serving since [redacted] My [redacted] and I were [redacted] while raising money for the school for the last few years.

I have also served as Treasurer for Salty Dog Charities Inc. since 2012, which has donated over $30,000 to more than 15 local charities in that time. I have also been part of the Finance Committee at the Rochester Yacht Club and a board member for the Committee of 25 Annual Charity Dinner.

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: Tyler B. Odenbach | Date: 5/26/15 |
| Notary Name: Tyler French | Notary Registration Number: 01FR6247191 |
| Notary (Notary Must Affix Stamp or Seal)<br><br>TYLER M. FRENCH<br>Notary Public, State of New York<br>Qualified in Monroe County<br>Reg. #01FR6247191<br>My Commission Expires 08-22-2015 | Date:<br>5/26/15<br><br>exp: 08/22/2015 |

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: GREAT LAKES MEDICINALS LLC

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

2. Name: John B. Odenbach | 3. Title: Co-Founder, Director, COO

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

John will act as Chief Operating Officer of Great Lakes Medicinals LLC. In this role he will oversee all operating aspects of the company, including but not limited to: Cultivation operations, including security, inventory control, safety, manufacturing and extraction, quality assurance, supply chain management, project management, and workflow efficiency. John will also oversee operations regarding all four dispensary sites. The following are direct reports of the Chief Operating Officer: Chief Cultivation Officer, Director of Pharmaceuticals, and Director of Information Technology and Accounting.

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: jodenbach@greatlakesmeds.com | |
| 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 |
| Villanova University | 800 E Lancaster Ave Villanova, PA 19085 | 2002 | 2006 | Bachelor of Science – Mechanical Engineering | May 31, 2006 |
| U. of Rochester – Simon Graduate School of Business | 252 Elmwood Ave Rochester, NY 14627 | 2007 | 2010 | Master of Business Administration | March 10, 201 |
| | | | | | |
| | | | | | |
| | | | | | |

# 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 |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

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:

# 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:<br>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:<br>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:<br>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.

Question does not apply because affiant has extensive managerial 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: John B. Odell | Date: 6/1/15 |
| Notary Name: Felecia Marie Dombrowski | Notary Registration Number: 01D06268657 |
| Notary (Notary Must Affix Stamp or Seal)<br><br>**FELECIA MARIE DOMBROWSKI**<br>**NOTARY PUBLIC, State of New York**<br>Registration No. 01DO6268657<br>Qualified in Seneca County<br>Commission Expires September 17, 2016<br><br>Felecia Marie Dombrowski | 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: Great Lakes Medicinals LLC

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

2. Name: Kurt B. Odenbach, Esq. | 3. Title: President & General Counsel

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

Kurt will act as President and General Counsel of Great Lakes Medicinals LLC. In this role, he will preside over the organization's general day-to-day operations. He will be responsible for reporting and compliance, as well as safety and security oversight. Kurt will evaluate all state or federal law issues that may arise and assess their interrelation and effect on all departments of Great Lakes Medicinals. Kurt will ensure that Great Lakes Medicinals remains compliant with all regulations promulgated by the New York Department of Health. He will work to create an environment where all employees and directors actively seek ways to outperform regulations.

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. Fa[redacted]

10. Email: kodenbach@greatlakesmeds.com

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 Miami School of Law | 1311 Miller Rd, Coral Gables, FL 33146 | 8/1/09 | 5/1/12 | Juris Doctor | May 12, 2012 |
| Ithaca College School of Business | 953 Danby Rd, Ithaca, NY 14850 | 8/1/08 | 8/1/09 | Master of Business Administration | June 26, 2009 |
| Ithaca College | 953 Danby Rd, Ithaca, NY 14850 | 1/1/05 | 8/1/08 | Bachelor of Science (Business Management) | Aug.15, 2008 |
| Duquesne University | 600 Forbes Ave, Pittsburgh, PA 15282 | 8/1/04 | 12/1/04 | Transferred to Ithaca College | |
| | | | | | |

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

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

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
| New York State Bar, Fourth Department | 5141684 | New York State Bar Association<br>1 Elk Street, Albany, NY 12207<br>(518) 463-3200, sbsc@nysba.org | April 10, 2013 | 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

## 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: United States District Court for the Western District of New York | | |
| Type of Business: United States District Court | | |
| Street Address: 100 State St #2120 | | |
| City: Rochester | State: NY | Zip Code: 14614 |
| Starting Date of Employment: June 2010 | Ending Date of Employment: August 2010 | |
| Name of Supervisor for Reference: [redacted] | Supervisor Phone Number: [redacted] | |
| Position/Responsibilities: Judicial Clerk for Hon. Charles J. Siragusa - Performed legal research on various issues, such as dispositive motions, criminal suppressions, and civil matters. Drafted decisions and orders. Reviewed party briefs on motions and assisted in the preparation for oral argument. | | |
| [redacted] | | |
| Name of Employer: Rochester City Court, Restorative Justice Program | | |

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

| | | |
|---|---|---|
| Type of Business: City Court | | |
| Street Address: 99 Exchange Blvd | | |
| City: Rochester | State: NY | Zip Code: 14614 |
| Starting Date of Employment: June 2010 | Ending Date of Employment: August 2010 | |
| Name of Supervisor for Reference: [redacted] | Supervisor Phone Number: [redacted] | |

Position/Responsibilities:

Mediator - Worked pro bono for the benefit of the local youth. Attended mediation training. Reviewed and analyzed cases from Rochester City Court. Facilitated discussion between the parties. Ultimately directed a legally binding resolution.

[redacted]

| | | |
|---|---|---|
| Name of Employer: NY Supr. Ct., Appellate Div., 4th Dpt | Type of Business: NY Supreme Court - Appellate Div. | |
| Street Address: 50 East Ave. | | |
| City: Rochester | State: NY | Zip Code: 14604 |
| Starting Date of Employment: December 2007 | Ending Date of Employment: July 2008 | |
| Name of Supervisor for Reference: [redacted] | Supervisor Phone Number: [redacted] | |

Position/Responsibilities:

Judicial Intern for Hon. Nancy E. Smith - Reviewed and analyzed initial and response briefs from appellants and appellees. Utilized Westlaw to perform legal research. Observed oral argument. Gained insight into the legal profession.

[redacted]

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

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

19. Affirmative Statement of Qualifications

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

I am qualified to be President and General Counsel for Great Lakes Medicinals based on my experience managing a team of individuals that work in a highly regulated industry. I pride myself on motivating those working for me to use their best efforts to produce a high quality work product while simultaneously strictly adhering to local, state, and federal regulations. My role will be to ensure that Great Lakes Medicinals remains compliant in this highly regulated market. I will use my experience in other highly regulated industries to not only ensure compliance, but to create an environment where all of Great Lakes Medicinals' employees and directors actively seek ways to outperform regulatory guidance, so that our company can be seen as a steward in the industry.

I have also been involved with numerous non-profit activities and fund-raisers. While still in college, I founded a charity golf tournament that helps raise money for Mary Cariola Children's Center, a center that serves children with multiple, complex disabilities. In its eighth year, this tournament continues to raise thousands of dollars for this wonderful organization.

Since 2012, I have served as Secretary of Salty Dog Charities Inc., which is an organization that seeks to raise money for smaller, NY-based charities. As a member of this charity, I play a significant role in the organization of an annual fundraiser known as The Committee of 25, which is an fundraiser founded by my [redacted] The even raised over $17,000 last year, which was distributed amongst a number of small, local charities.

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

| | |
|---|---|
| Signature: [signature] | Date: May 28, 2015 |
| Notary Name: Felecia Marie Dombrowski | Notary Registration Number: 01DO6268657 |
| Notary (Notary Must Affix Stamp or Seal)<br>[signature]<br>FELECIA MARIE DOMBROWSKI<br>NOTARY PUBLIC, State of New York<br>Registration No. 01DO6268657<br>Qualified in Seneca County<br>Commission Expires September 17, 2016 | Date: May 28, 2015 |

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

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

1. Business Name: GREAT LAKES MEDICINALS, LLC

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

| 2. Name: John M. Odenbach Jr. | 3. Title: Chief Executive Officer |
|---|---|

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

John will act as Chief Executive Officer of Great Lakes Medicinals LLC. He will be responsible for the overall organizational direction regarding policy and strategy. As the principle officer, leader, and manager he will provide vision and leadership to ensure long term success. He will serve as Chairman of the Board and advise the Board of Directors.
The following are direct reports of the Chief Executive Officer: President and General Counsel, Chief Operating Officer, Medical Director, Chief Financial Officer, and Chief Retail and Branding Officer.

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: jmodenbach@GreatLakesMeds.com | |
| 11. Residence Address: [redacted] | |
| 12. City: [redacted] | 13. State [redacted] 14. ZIP Code: [redacted] |

| 15. Formal Education | | Dates Attended | | Degree | |
|---|---|---|---|---|---|
| Institution | Address | From | To | Degree Received | Date Received |
| St. Bonaventure University | Olean, New York | 1967 | 1971 | B.B.A (Business Management) | 5/15/1971 |
| | | | | | |
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| | | | | | |
| | | | | | |

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

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

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

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

| | | |
|---|---|---|
| From:<br>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:<br>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.

From [redacted] I was [redacted] I was responsible for organizational direction and management for approximately 600 employees and annual sales of $200 million.

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

| Signature: | Date: |
|---|---|
| Notary Name: Corinne M. Trifiro | Notary Registration Number: 01TR6271387 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 5/29/2015 |

Corinne M Trifiro

CORINNE M. TRIFIRO
NOTARY PUBLIC, State of New York
Qualified in Monroe County
Reg. No. 01TR6271387
Commission Expires October 29, 2016

# 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: Greater Lakes Medicinals LLC

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

| 2. Name: Winthrop Wharton | 3. Title: member |
|---|---|

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

Investor

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 |
| Lynchburg College | 1501 Lakeside Dr, Lynchburg, VA 24501 | 9/2002 | 5/2006 | Business Managment | 5/2006 |
| New York University | 25 West Fourth St, New York, NY 10012 | 9/2012 | 5/2015 | Masters in Real Estate | One class left |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

| | | |
|---|---|---|
| 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: 5/29/15 |
| Notary Name: Alma Noriega | Notary Registration Number: 01NO6109895 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 05/29/15 |

ALMA NORIEGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6109895
Qualified in Queens County
Commission Expires May 24, 2016

# 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: Great Lakes Medicinals LLC

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

| 2. Name: Giovanni Ferrara | 3. Title: Member |
|---|---|

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

Investor

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?

☐ **Yes** ◉ **No**

**Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."**

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ **Yes** ◉ **No**

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

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| 8. Phone: [redacted] | | | 9. Fax: | | |
| 10. Email: [redacted] | | | | | |
| 11. Residence Address: [redacted] | | | | | |
| 12. City [redacted] | | 13. State [redacted] | | 14. ZIP Code: [redacted] | |
| 15. Formal Education | | Dates Attended | | Degree | |
| Institution | Address | From | To | Degree Received | Date Received |
| St. John's University | 8000 Utopia Pkwy, Jamaica, NY 11439 | 1992 | 1997 | Bachelor of Science (BS) | January 1997 |
| | | | | | |
| | | | | | |
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| | | | | | |

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

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

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
| Series 7 Securities Principal | 2862151 | Finra.org<br>165 Broadway<br>New York, NY 10006 | 1997 | 2012 |
| Series 63 Uniform Securities Agent | 2862151 | Finra.org<br>165 Broadway<br>New York, NY 10006 | 1997 | 2012 |
| Series 24 General Securities Principal Examination | 2862151 | Finra.org<br>165 Broadway<br>New York, NY 10006 | 2000 | 2012 |
| Series 55 Limited Representative Equity Trader Exam | 2862151 | Finra.org<br>165 Broadway<br>New York, NY 10006 | 2002 | 2012 |
| | | | | |

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

| | | |
|---|---|---|
| Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: | | |
| From:<br>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:<br>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: 5/28/2015 |
| Notary Name: Alma Noriega | Notary Registration Number: 01NO6109895 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 05/29/15 |

ALMA NORIEGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6109895
Qualified in Queens County
Commission Expires May 24, 2016

# 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: Great Lakes Medicinals LLC

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

2. Name: Donald Capoccia Jr. | 3. Title: Member

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

Board of Directors & Investor

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 of Buffalo | State University of New York, Buffalo, NY | 1975 | 1979 | Bachelors in Urban Affairs | 1979 |
| Hunter College | Park Avenue New York, NY | 1980 | 1982 | Masters in Urban Planning | 1982 |
| | | | | | |
| | | | | | |
| | | | | | |

## 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 Company broker | 10491200113 | NY State | | 6/09/2016 |
| Real Estate Broker: Individual | 35CA0547089 | NY State | | 09/29/2016 |
| | | | | |
| | | | | |
| | | | | |

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 Supervisor for Reference: | Supervisor Phone Number: |
|---|---|
| Position/Responsibilities:<br>Owner | |
| Reason For Departure: Project completed | |
| 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: 1989 | Name and Address of Business: 176 Hopkison Corp. 150 Myrtle Avenue Suite 2 Brooklyn, NY 11201 | |
| To: Prsent | | |
| Business Type: Real Estate | Office Held/Nature of Interest: Member | ☑ 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: 1994<br>To: Present | Name and Address of Business:<br>BFC Lincoln Corp<br>150 Myrtle Avenue Suite 2 Brooklyn, NY 11201 | |
| Business Type:<br>Real Estate | Office Held/Nature of Interest:<br>Member | ☑ open ☐ closed ☐ proposed |
| Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: | | |
| From: 1996<br>To: Present | Name and Address of Business:<br>BFC-EH Co., LLC<br>150 Myrtle Avenue Suite 2 Brooklyn, NY 11201 | |
| Business Type:<br>Real Estate | Office Held/Nature of Interest:<br>Member | ☑ open ☐ closed ☐ proposed |
| Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: | | |
| From: 2000<br>To: Present | Name and Address of Business:<br>BFC Del Este Com., LLC<br>150 Myrtle Avenue Suite 2 Brooklyn, NY 11201 | |
| Business Type:<br>Real Estate | Office Held/Nature of Interest:<br>Member | ☑ 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

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

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## Appendix A:

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

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

## Appendix A:

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

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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

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: 5/29/2015 |
| Notary Name: Alma Noriega | Notary Registration Number: 01NO6109895 |
| Notary (Notary Must Affix Stamp or Seal) | Date: 05/29/15 |

ALMA NORIEGA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01NO6109895
Qualified in Queens County
Commission Expires May 24, 2016

# 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: Great Lakes Medicinals LLC

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

| 2. Name: James Wilmot | 3. Title: Member |
|---|---|

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

Investor

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] | | | | | |
| Indiana University | 107 S Indiana Ave<br>Bloomington, IN | 2005 | 2009 | Bachelors of Science | December 2009 |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

| | | |
|---|---|---|
| From: SEE ATTACHED | 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:<br>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:<br>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:<br>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: | Notary Registration Number: |
| Notary (Notary Must Affix Stamp or Seal)<br><br>LINDA J. LARSON<br>NOTARY PUBLIC-STATE OF NEW YORK<br>No. 01LA6108510<br>Qualified in Monroe County<br>Commission Expires April 19, 2016 | Date: 5/28/15 |

JAMES A. WILMOT

Question # 18 - Other Businesses

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

2

3

4

JAMES A. WILMOT

**Question # 18 - Other Businesses**

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

5

6

7

8

JAMES A. WILMOT

**Question # 18 - Other Businesses**

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

JAMES A. WILMOT

Question # 18 - Other Businesses

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

14

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16

JAMES A. WILMOT

**Question # 18 - Other Businesses**

17

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

18

19

20

JAMES A. WILMOT

Question # 18 - Other Businesses

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

22

23

24

JAMES A. WILMOT

Question # 18 - Other Businesses

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

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

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: Great Lakes Medicinals LLC

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

2. Name: David Alan Willis | 3. Title: Member

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

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 |
| Washington & Lee University | Lexington, VA | 1994 | 1998 | Bachelors of Science | June 1998 |
| The Wharton School The University of Pennsylvania | Philadelphia, PA | 2004 | 2007 | Masters of Business Administration | June 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: | | |
| 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

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: | Notary Registration Number: |
| Notary (Notary Must Affix Stamp or Seal)<br>SEE ATTACHED CALIFORNIA ACKNOWLEDGEMENT / JURAT<br>DATE 5/28/2015 | Date: |

# ACKNOWLEDGMENT

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

State of California )
County of San Mateo )

On MAY 26, 2015, before me Mercedes E. Navarro Notary Public
Personally appeared: DAVID ALAN WILLIS
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Signature of Notary)

UPS5 MERCEDES E. NAVARRO COMM.#1946220 NOTARY PUBLIC • CALIFORNIA SAN MATEO COUNTY My commission expires July 31,2015 UPS5

(Seal)

Description of Attached Document
Title or Type of Document: APPENDIX A - AFFIDAVIT FOR BOARD MEMBERS, OFFICERS, OWNERS, PARTNERS, PRINCIPAL STOCKHOLDERS, DIRECTORS AND MEMBERS.

# 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: Great Lakes Medicinals LLC

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

2. Name: Shawn Griffin | 3. Title: Member

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

Investor

5. Will this person or entity come into contact with medical marijuana or medical marijuana products?

☐ Yes ☒ No

**Any managers who may come in contact with or handle medical marijuana, including medical marijuana products, shall be subject to a fingerprinting process as part of a criminal history background check in compliance with the procedures established by Division of Criminal Justice Services and submission of the applicable fee. Criminal history background checks must be done through Identogo at http://www.identogo.com/FP/NewYork.aspx using the ORI number NY0412500 and the Fingerprint Reason "Control Substance License."**

6. Has this person or entity held any position of management or ownership during the preceding ten years of a 10% or greater interest in any other business which manufactured or distributed drugs? ☐ Yes ☒ No

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

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

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

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

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

| 15. Formal Education | | Dates Attended | | Degree | |
|---|---|---|---|---|---|
| Institution | Address | From | To | Degree Received | Date Received |
| St. Bonaventure University | St. Bonaventure, New York | 1982 | 1986 | BBA - Finance | 5/18/86 |
| SUNY at Buffalo School of Management | Amherst, New York | 1986 | 1989 | MBA | 2/1/90 |
| SUNY at Buffalo School of Law | Amherst, New York | 1986 | 1989 | JD | 6/1/89 |
| | | | | | |
| | | | | | |

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

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

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
| Lawyer | 2348209 | New York State Unified Court System<br>Office of Court Administration<br>Attorney Registration Unit | 1990 | Next Reg.<br>Jan. 2016 |
| | | 25 Beaver Street - Room 840<br>New York, New York 10004<br>(212) 428-2800 | | |
| | | attyreg@NYcourts.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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

I am an investor through Medicinal Green, LLC. I intend to hold a minority interest and do not anticipate being actively involved in management and do not anticipate being a director or officer. Note, Medicinal Green, LLC Operating Agreement calls for management by Paul J. Wilmot, Thomas C. Wilmot, Jr. and James A. Wilmot.

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 4, 2015 |
| Notary Name: Susan E. McStravick | Notary Registration Number: 01MC6301744 |
| Notary (Notary Must Affix Stamp or Seal) | Date: |
| SUSAN E. MCSTRAVICK<br>Notary Public, State of New York<br>Monroe County<br>Commission Expires April 21, 2018 | May 4, 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: Great Lakes Medicinals LLC

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

2. Name: Dennis Wilmot | 3. Title: Member

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

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 |
| Union College | 807 Union St, Schenectady, NY 12308 | 9/1/87 | 6/1/91 | BS in Civil Engineering | 6/1/91 |
| Simon Business School Univ. of Rochester | 305 Schlegel Hall Rochester, NY 14627 | 9/1/93 | 5/15/95 | Masters Business Administration in Finance | 5/15/95 |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

| Type of Professional License | License Number | Institution Granting License (Mailing Address, Phone, Email) | Effective Date | Expiration Date |
|---|---|---|---|---|
| | | | | |
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17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

| | | |
|---|---|---|
| From: | 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: 5/20/15 |
| Notary Name: Robin A. Estleford | Notary Registration Number: |
| Notary (Notary Must Affix Stamp or Seal) | Date: ROBIN A. ESTLEFORD Notary Public, State of New York Qualified in Wayne Co., No. 4968263 Commission Expires ~~June 10, 20~~ 7/22/2018 |

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

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

1. Business Name: Great Lakes Medicinal

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

| 2. Name: Paul J. Wilmot | 3. Title: Member |
|---|---|

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

Investor

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] | | | | | |
| Syracuse University | 820 comstock Avenue Syracuse, NY 13244 | 1994 | 1999 | Bachelors of Science | 2002 |
| | | | | | |
| | | | | | |
| | | | | | |

# 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 |
|---|---|---|---|---|
| | | | | |
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| | | | | |
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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: SEE ATTACHED | 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:<br>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:<br>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:<br>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: 5-29-15 |
| Notary Name: | Notary Registration Number: |
| Notary (Notary Must Affix Stamp or Seal)<br>LINDA J. LARSON<br>NOTARY PUBLIC-STATE OF NEW YORK<br>No. 01LA6108510<br>Qualified in Monroe County<br>Commission Expires April 19, 2016 | Date: 5/29/15 |

PAUL J. WILMOT

Question # 18 - Other Businesses

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

1

2

3

4

PAUL J. WILMOT

Question # 18 - Other Businesses

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

PAUL J. WILMOT

Question # 18 - Other Businesses

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

PAUL J. WILMOT

Question # 18 - Other Businesses

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

**PAUL J. WILMOT**

**Question # 18 - Other Businesses**

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

PAUL J. WILMOT

Question # 18 - Other Businesses

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

PAUL J. WILMOT

Question # 18 - Other Businesses

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

PAUL J. WILMOT

Question # 18 - Other Businesses

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

2

3

3

3

PAUL J. WILMOT

Question # 18 - Other Businesses

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

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PAUL J. WILMOT

Question # 18 - Other Businesses

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

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PAUL J. WILMOT

Question # 18 - Other Businesses

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

4

# 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: Great Lakes Medicinal

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

| 2. Name: Thomas C. Wilmot, Sr. | 3. Title: Member |
|---|---|

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

Investor

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] | | | | | |
| University of Illinois | 1401 West Green Street<br>Urbana, IL 61801 | 1965 | 1966 | | |
| Syracuse University | 820 Comstock Avenue<br>Syracuse, NY 13244 | 1966 | 1970 | Bachelor of Science | May 1970 |
| | | | | | |
| | | | | | |

# 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

Type of Business:

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

| | | |
|---|---|---|
| Street Address: | | |
| City: Rochester | 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: SEE ATTACHED | 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: [signature] | Date: May 28, 2015 |
| Notary Name: Dina Rath | Notary Registration Number: 4976176 |
| Notary (Notary Must Affix Stamp or Seal) | Date: May 28, 2015 |

DINA RATH
Notary Public - State of New York
No. 4976176
Qualified in Monroe County
My Comm. Expires January 14, 2019

THOMAS C. WILMOT, SR.

**Question # 18 - Other Businesses**

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

THOMAS C. WILMOT, SR.

Question # 18 - Other Businesses

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

THOMAS C. WILMOT, SR.

**Question # 18 - Other Businesses**

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

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THOMAS C. WILMOT, SR.

**Question # 18 - Other Businesses**

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

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THOMAS C. WILMOT, SR.

**Question # 18 - Other Businesses**

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

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THOMAS C. WILMOT, SR.

**Question # 18 - Other Businesses**

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

THOMAS C. WILMOT, SR.

Question # 18 - Other Businesses

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THOMAS C. WILMOT, SR.

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THOMAS C. WILMOT, SR.

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Question # 18 - Other Businesses

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THOMAS C. WILMOT, SR.

Question # 18 - Other Businesses

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

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THOMAS C. WILMOT, SR.

Question # 18 - Other Businesses

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

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# 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: Great Lakes Medicinals LLC

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

| 2. Name: George N. Abraham | 3. Title: Medical Director |
|---|---|

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

I will serve as Medical Director for Great Lakes Medicinals LLC. In this role, my nearly 50 years of medical experience will be utilized to create a patient-centric environment. I will work with Great Lakes Medicinals' pharmaceutical director and promote research to determine how the medical components of marijuana promote patient well-being in clinical settings. My expertise in oncology and other areas of medical research will aid the company to better serve patients and create the best cannabis-based therapeutics in New York and the united States.

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 |
| Hobart College | Geneva, New York 14456 | 9/1954 | 6/1959 | B.S. | 6/1959 |
| SUNY School of Medicine at Buffalo | Buffalo, New York 14222 | 9/1959 | 6/1963 | MD | 6/1963 |
| | | | | | |
| | | | | | |
| | | | | | |

# 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 |
|---|---|---|---|---|
| NY State Medical | 126366 | NY State Education Department<br>89 Washington Street<br>Albany, NY 12234, 518-474-3817 | 10/01/2014 | 9/30/2016 |
| NY State Medical | 126366 | NY State Education Department<br>89 Washington Street<br>Albany, NY 12234, 518-474-3817 | 10/01/1970 | 10/01/2014 |
| DEA-Controlled Substance Registration Certificate | [redacted] | US Dept of Justice<br>Drug Enforcement Administration<br>Washington, DC 20537 | 3/22/2002 | 6/29/2005 |
| DEA-Controlled Substance Registration Certificate | [redacted] | US Dept of Justice<br>Drug Enforcement Administration<br>Washington, DC 20537 | 9/30/2005 | 6/30/2008 |
| | | | | |

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

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

Type of Business:

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

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

| | | |
|---|---|---|
| Name of Supervisor for Reference: | | Supervisor Phone Number: |
| Position/Responsibilities:<br>Director | | |
| 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:<br>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:<br>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:<br>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: George N Abraham | Date: May 28, 2015 |
| Notary Name: Robin A. Estleford | Notary Registration Number: - |
| Notary (Notary Must Affix Stamp or Seal) | Date: ROBIN A. ESTLEFORD Notary Public, State of New York Qualified In Wayne Co., No. 4968263 Commission Expires ~~June 18, 20~~ 7/22/2018 |

NEW YORK STATE | Department of Health

**Medical Marijuana Program**
Application for Registration as a Registered Organization

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

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

1. Business Name: Great Lakes Medicinal

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

2. Name: Thomas C. Wilmot Jr

3. Title: Member

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

Investor

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. Cit[redacted] 13. State [redacted] 14. ZIP Code: [redacted]

| 15. Formal Education | | Dates Attended | | Degree | |
|---|---|---|---|---|---|
| Institution | Address | From | To | Degree Received | Date Received |
| [redacted] | | | | | |
| Skidmore College | 952 N. Broadway, Saratoga Spring, NY 12866 | 1995 | 1999 | Bachelors of Science | May 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 |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

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

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

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

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

| | | |
|---|---|---|
| Street Address: | | |
| City: | State: | Zip Code: |
| Starting Date of Employment: | Ending Date of Employment: | |
| Name of Supervisor for Reference: | Supervisor Phone Number: | |
| Position/Responsibilities: | | |
| Reason For Departure: | | |
| Name of Employer: | | |
| Type of Business: | | |
| Street Address: | | |
| City: | State: | Zip Code: |
| Starting Date of Employment: | Ending Date of Employment: | |
| Name of Supervisor for Reference: | Supervisor Phone Number: | |
| Position/Responsibilities: | | |
| Reason For Departure: | | |
| Name of Employer: | | |
| Type of Business: | | |
| Street Address: | | |
| City: | State: | Zip Code: |
| Starting Date of Employment: | Ending Date of Employment: | |
| Name of Supervisor for Reference: | Supervisor Phone Number: | |
| Position/Responsibilities: | | |
| Reason For Departure: | | |
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# Appendix A:
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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: SEE ATTACHED | 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:<br>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:<br>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:<br>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: Thomas C. Hetlet | Date: 5/28/15 |
| Notary Name: Linda Larson | Notary Registration Number: |
| Notary (Notary Must Affix Stamp or Seal)<br><br>LINDA J. LARSON<br>NOTARY PUBLIC-STATE OF NEW YORK<br>No. 01LA6108510<br>Qualified In Monroe County<br>Commission Expires April 19, 2016 | Date: 5/28/15 |

THOMAS C. WILMOT, JR.

**Question # 18 - Other Businesses**

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

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THOMAS C. WILMOT, JR.

**Question # 18 - Other Businesses**

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THOMAS C. WILMOT, JR.

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THOMAS C. WILMOT, JR.

**Question # 18 - Other Businesses**

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THOMAS C. WILMOT, JR.

**Question # 18 - Other Businesses**

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Question # 18 - Other Businesses

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THOMAS C. WILMOT, JR.

Question # 18 - Other Businesses

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THOMAS C. WILMOT, JR.

Question # 18 - Other Businesses

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THOMAS C. WILMOT, JR.

Question # 18 - Other Businesses

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

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THOMAS C. WILMOT, JR.

Question # 18 - Other Businesses

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

# Appendix B: Architectural Program

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

| **COMPANY INFORMATION** | |
|---|---|
| Business Name: | Great Lakes Medicinals, LLC |
| Facility Type: | Manufacturing Facility ☑ Dispensing Facility ☐ |
| Use and Occupancy Classification: | Group F-1 (Factory) |
| Building Construction Type and Classification: | Type IIB |
| Facility Address: | Building 350, Eastman Business Park |
| Primary Contact Telephone number: | 585-747-2103 |
| ~~Primary Contact Fax number:~~ Email | kodenbach@greatlakesmeds.com |

**PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:**
Applicant shall identify planning requirements, including but not limited to:

| | |
|---|---|
| ☐ | TOWN BOARD APPROVAL |
| ☑ | PLANNING BOARD APPROVAL (Administrative approval for minor improvements only) |
| ☐ | ZONING BOARD OF APPEALS APPROVAL |
| ☐ | PREPARATION OF CONSTRUCTION DOCUMENTS |
| ☑ | BUILDING PERMIT |
| ☐ | BIDDING PHASE |
| ☑ | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (Negotiation, see schedule) |
| ☑ | COMMENCEMENT OF CONSTRUCTION |
| ☑ | COMPLETION OF CONSTRUCTION |



Confidential and Business Sensitive,
Not Subject to Foil

# Appendix B – Architectural Program

**PART II – SITE PLAN(S)**

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

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

**PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:**

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

Energy Source:

☐ Natural Gas ☐ Oil ☑ Electric
☐ Solar ☑ Other Steam and ch

Engineering Systems: New for tenant space, see drawings

☑ Heating System: Type _____, Size_____ Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type _____, Size_____ Efficiency _____,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type _____, Size_____ , Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available Exisitng & new, see drawings

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

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

☑ Emergency Power System:
Type Nat. gas, Size 400KW Efficiency _____,



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# Appendix B – Architectural Program

| **PART IV – BUILDING CODE COMPLIANCE:** (pages 3-13) | |
|---|---|
| CHECK ALL APPLICABLE CODES FOR THE FACILITY | |
| ☑ | 2010 BUILDING CODE OF NYS |
| ☑ | 2010 FIRE CODE OF NYS |
| ☑ | 2010 PLUMBING CODE OF NYS |
| ☑ | 2010 MECHANICAL CODE OF NYS |
| ☐ | 2010 FUEL GAS CODE OF NYS |
| ☐ | 2010 PROPERTY MAINTENANCE CODE OF NYS |
| ☐ | 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS |
| ☐ | 2012 IECC COMMERCIAL PROVISIONS |
| ☑ | 2010 EXISTING BUILDING CODE OF NYS |
| ☑ | NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) |
| ☐ | 2014 NY CITY CONSTRUCTION CODE |
| ☐ | 2008 NY CITY CONSTRUCTION CODE |
| ☐ | 1968 NY CITY CONSTRUCTION CODE |
| ☑ | NFPA 101-06 LIFE SAFETY CODE |
| ☐ | ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES |
| ☐ | OTHER |



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Not Subject to Foil

# Appendix B – Architectural Program

| | | | |
|---|---|---|---|
| **Select Project Type**: Check all that apply. Refer to the Existing Building Code for definitions. | ☐ New Building<br>☐ Repair<br>☐ Alteration Level 1<br>☐ Alteration Level 2 | ☐ Alteration Level 3<br>☑ Change of Occupancy<br>☐ Addition<br>☐ Historic Building | ☐ Demolition<br>☐ Chapter 3. Prescriptive Compliance Method<br>☐ Chapter 13. Performance Compliance Method |
| **Select Work Involved:** Check all that apply. | ☑ General Construction<br>☐ Roofing<br>☑ Asbestos Abatement/Environmental<br>☑ Fire Alarm | ☑ Structural<br>☑ Mechanical<br>☑ Plumbing<br>☑ Electrical | ☐ Site Work<br>☑ Sprinkler<br>☑ Elevators<br>☐ Other:_____ |

**CODE COMPLIANCE REVIEW**

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

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

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

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

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 1 | Use & Occupancy Classification | 302.1 - 312 | | Use & occupancy of this facility.<br>Identify all applicable materials, class and quantities regarding Table 307.1. | This project space is 306 Existing Building is an S-1 Storage facility 311 | The new operation will be classified as Group F-1 (factory industrial) 306 |



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| 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 | None |
| 3 | Hazardous Materials | 414 | | All hazardous materials stored or used as per applicable Building and Fire Codes.<br>Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | None | None |
| 4 | Hazardous Materials Control Areas | 414.2 | | Provide additional information indicating number, size, materials stored, and quantity of each material. | None | 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). | Table 503 area for F-1 type IIB plus area increase for perimeter (506.2) and | Maximum fire area :<br>1st floor = 25,800 sf<br>2nd floor = 38,100 sf |
| 6 | Incidental Use Areas | 508.2 | | Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans. | Table 508.2 | Mechanical space & office |



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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). | The existing building is a Kodak owned S-1 storage facility. | The tenant operation is a F-1 factory industrial and is separated from the S-1 with |
| 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). | | Offices, corridors, restrooms, breakrooms<br>Indicated on drawings |
| 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). | | Indicated on drawins |
| 10 | Construction Classification | 602 | | Provide Construction Classification per each building included in Application. | | Existing building 350 is a construction class IIB |
| 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. | Table 601= 0 hours | Floor separation from 1st to 2nd |



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| 12 | Exterior Wall Fire-Resistance Rating | Table 602 | | Identify required fire resistance rating of exterior walls on Building Plan(s). | Table 602 = 0 | 0 |
| 13 | Exterior Fire Separation Distance | Table 602 | | Identify required fire separation distance of exterior walls between Buildings on Plan. | table 602 = 0 | 0 |
| 14 | Fire Walls | 705 | | Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans. | | Indicated in drawings |
| 15 | Fire Barriers | 706 | | Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans. | | indicated on drawings |
| 16 | Shaft Enclosures | 707 | | Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. | | Indicated on drawings |
| 17 | Fire Partitions | 708 | | Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. | | Indicated on drawings |



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| 18 | Horizontal Assemblies | 711 | | Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans. | 711.3 | Existing floor between 1st and 2nd rated construction |
| 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. | 903.2.3 Group F-1 | Existing automatic sprinkler will be modified as required for layout per code |
| 20 | Alt. Fire Extinguishing System | 904 | | Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited. | NA | |
| 21 | Standpipe System | 905 | | Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited. | NA | |
| 22 | Fire Alarm & Detection Systems | 907 | | Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned) | 907.2.4 Group F-1 | Existing to be modified per code as required. |



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| 23 | Emergency Alarm System | 908 | | Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited. | NA | Existing Bldg. |
| 24 | Fire Department Connections | 912 | | Identify Fire Department connections in accordance with NFPA applicable standard. | | Existing |
| 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. | | Indicated on drawings |
| 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. | Table 1004.1 for industrial = 100 gross sf per person | Indicated on drawings |
| 27 | Egress Width | 1005 | | Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans | Table 1005.1 = 0.15" per Occupant. minimum 32" | Indicated on drawings |
| 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. | | Indicated on drawings |



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| 29 | Doors, Gates, and Turnstiles | 1008 | | Means of egress doors shall meet the requirements of this section. | 1008.1.1 - min 32" max 48" | Indicated on drawings |
| 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. | | Indicated on drawings |
| 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 exterior to remain |
| 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. | 1014.3 exception 1 = 100 ft | Indicated on drawings |
| 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. | 1015.1 = minimum 2 exits | Indicated on drawings |
| 34 | Corridor Fire Rating | 1017.1 | | Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating. | Table 1017.1 in fully sprinkler = 0 | Indicated on drawings |



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| 35 | Corridor Width | 1017.2 | | Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s). | 1017.2 = not less than 44 in. | Indicated on drawings |
| 36 | Dead End Corridor | 1017.3 | | Corridors shall not exceed the maximum dead end corridor length as per applicable code. | 1017.3 exception 2 = max 50 ft | Indicated on drawings |
| 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. | Table 1019.1 - 1 to 500 persons minimum 2 exits per floor | Indicated on drawings |
| 38 | Vertical Exit Enclosures | 1020 | | Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure. | Existing to remain | Indicated on drawings |
| 39 | Exit Passageways | 1021 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway. | | Indicated on drawings |
| 40 | Horizontal Exits | 1022 | | Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit. | | Indicated on drawings |



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| 41 | Exterior Exit Ramps & Stairways | 1023 | | Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways. | Existing to remain | Indicated on drawings |
| 42 | Exit Discharge | 1024 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge. | Existing to remain | |
| 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. | | Indicated on drawings Upgrade elevator to current accessibility code |
| 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). | Existing to remain | |
| 45 | Emergency & Standby Power | 2702.1 | | Identify emergency & Standby Power locations and specifications of the system to be provided. | NA | |
| 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. | NA | |



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| 47 | Plumbing Fixture Count | 2902.1 | | Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s). | Existing to remain | Existing in compliance. Upgrade for Accessibility |
| 48 | Available Street Water Pressure | | | Provide the available street or well water pressure. | Existing to remain | |
| 49 | Fire Apparatus Access Road | FC503.1 | | Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes. | Existing to remain | |



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Bergmann associates
architects // engineers // planners

# Conceptual Design Report

## MEDICAL MARIJUANA PROGRAM FOR GREAT LAKES MEDICINAL

**Manufacturing Facility:**
**Greece, New York**

June 2, 2015

**PREPARED BY:**
**Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.**

28 East Main Street // 200 First Federal Plaza // Rochester, NY 14614-1909 // tel: 585.232.5135

www.bergmannpc.com

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# SECTION 1
# PROJECT DESCRIPTION

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# 1. PROJECT DESCRIPTION

## 1.1 MANUFACTURING FACILITY SYSTEMS SCOPE OF WORK

**1.1.1 Building Use Description:** A local business seeks to make a significant investment in the community by re-purposing an existing facility within the Eastman Business Park (EBP) for a manufacturing operation. This project would leverage the tremendous infrastructure that EBP offers and bring manufacturing jobs back to the complex. The location of Building 350 in EBP offers easy access to the Interstate system and an existing site-wide security system. This campus offers 24x7 security operation, electronic access control at both staffed and unstaffed entry points, badging and auto pass management.

Constructed circa 1974, the portion of Building 350 included in the proposed renovation is located on the First and Second Floors. The structure was last permitted for storage, however is currently vacant. The building's structure is non-combustible masonry and steel construction, with the first floor structural steel protected by a fire proofing material.

**1.1.2 Primary Utilities:** The following utilities are available at the building.

1.1.2.1 Electrical: Existing 13.8 kV underground feeders serve underground redundant feeds to doubled ended load centers within the building to step down transformers to building load center voltage of 480 delta.
1.1.2.2 Chilled Water: 40 degree Central Plant Chilled Water
1.1.2.3 Steam: Low Pressure 5psi Steam, High Pressure 260psi Steam
1.1.2.4 Water: Kodak Plant Water, Domestic Water for drinking fountains, De-Min Water
1.1.2.5 Sanitary Waste: Existing Sanitary Waste to remain.
1.1.2.6 Industrial Waste: Existing Industrial Waste to remain.
1.1.2.7 Storm: Existing Storm Sewer to remain.
1.1.2.8 Compressed Air: 75 psig compressed air is available if needed.

**1.1.3 Civil/Site:** The proposed manufacturing facility will be located in Building 350 at the Eastman Buisess Park as shown on the Manufacturing Facility Site Plan C100. Access to the facility will be gained through an entrance off Component Court. The existing building is located within a poriton of the park that is fenced. Parking for staff is provided within a large existing lot accessed off Mount Read Boulevard that is controlled with a traffic style arm gate. The staff lot is located outside the overall fenced area and will require staff to pass through a pedestrian turnstyle to access Building 350. Six new parking spaces will be constructed on the east side of Building 350 for parking close to the manufacturing facility. As required by ADA, one of the six spaces will be handicap accessible. Additonal access for truck deliveries and to the parking adjacent ot he building is from the west along Technology Drive. At this location there is a guard house and a gate to restrict entry to the fenced in area. The site plan indicates the fire access lanes, the locaiotn of the exisitng fence and and the accessible route to the facility. A more detailed larger scaled site plan C101 is provided to show the site imiiediatley adjacent to the facilit.

**1.1.4 Architectural** - Work in this building includes renovation to space that is currently vacant, and will maintain the current level of fire protection of the existing building structure. The proposed renovation is as follows:

1. Demolition:
   a. Interior, non-load bearing masonry and cavity walls.

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b. A portion of an existing locker room will be demolished including the clothes lockers and benches, etc.
c. Limited demolition is planned the east exterior wall to provide an emergency exit door opening.

2. Proposed Renovation:
   a. New walls will be constructed of minimum 18 gage stud framing, with mold and moisture resistant gypsum board, clad with fiberglass reinforced plastic (FRP) panels, floor to bottom of structure above.
   b. Existing sealed concrete floors shall remain.
   c. A portion an existing rail car off loading bay will have the recessed area filled up to the First Floor elevation and be used for growing media storage, and a security Office. The remainder of the loading bay will be repurposed for secure loading of finished product.
   d. New finished ceilings are not planned. Where the existing floor or roof structure above is being left exposed it will be coated with a waterborne epoxy, dry fall paint system.
   e. All new door assemblies will be galvanized hollow metal, painted.
   f. The existing Men's and Women's toilet and locker rooms will be maintained.
   g. Handicapped Accessibility:
      1) Access to the proposed area from the exterior is accomplished with an existing accessible ramp.
      2) The existing toilet, shower and locker facilities will be revised to provide at minimum (1) accessible unit for each type of fixture or element.
      3) Accessibility provisions will be located on the First Floor with access from the second by the existing, upgraded elevator.
      4) Upgrade the existing freight elevator for handicapped operation.
   h. The second floor slab will be leveled as required to support the growing rack systems.
   i. At the proposed egress door on the east side of the building, a new galvanized steel exterior landing and stair will be required for exit to grade.
   j. A new egress door from the Mechanical Mezzanine will be installed through the east exterior wall to a new galvanized steel stair. Access to the mechanical Mezzanines will be provided by a steel new stair accessed from Corridor 214.

3. Access Control:
   a. All doors located at the perimeter enclosure shall be electronically controlled, and continuous monitored.
   b. The door openings required for emergency egress only will be electronically controlled, and continuously monitored and be equipped delayed egress panic devices with local alarm, and will signal security of the attempt to open the door.

4. Contamination control:
   a. Personnel access through the production area perimeter will be through an airlock / air-shower. High velocity air will used to dislodge particles from clothing while the entire volume of air is being cycled through HEPA filtration to remove contaminates.

5. Specialty construction:
   a. Walk-in Cooler and Freezer. Manufactured, panelized system will be purchased and assembled in the field.

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6. Required modifications to the remaining landlord's space:

   a. The lease separation has eliminated access to a majority of the building's restroom facilities. One additional accessible restroom will be provided equipped with a toilet and lavatory. In conjunction with this construction an accessible water cooler and service sink will be provided.

   b. The existing southwest stair tower enclosure will be modified at the First floor to allow egress from the landlord's High Bay Storage Room.

### 1.1.5 Structural

1. Demolition:

   a. There is no work planned to the building's structural frame or floor plates.
   b. Existing, abandoned equipment access platforms will be removed.
   c. Second floor mezzanine structure will be modified for a new access stairway from the Second Floor.

2. No changes to the building structure is anticipated.

### 1.1.6 Fire Protection

1. The existing sprinkler heads, branch piping and cross mains will be dismantled back to the existing risers. A new sprinkler system will be installed to accommodate the new layouts. An in-rack sprinkler system will be installed in the high rack storage areas if overhead sprinkler coverage is not sufficient to cover all levels.

### 1.1.7 Plumbing and Piping

1. RO Water System
   A central RO system will be provided to supply RO grade water to each plant tray fill valve. The feed water to the RO system will consist of recovered condensate from the air handler cooling coil drains along with cold plant water (WCP). The feed water will be held in two 3,000 gallon storage tanks piped to dual alternating booster pumps. The feed water will be tempered using a plate and frame heat exchanger fed with low pressure steam to maintain the optimal RO membrane water temperature of 55 degrees. Pretreatment of the feed water will include 20 micron filter cartridges, dual parallel carbon filters, and an anti-scale chemical feed system to remove hardness prior to the RO system. The RO system, GE model E8-57K, will produce 57,000 Gallons per day to feed two 3,000 gallon RO storage tanks. The storage tanks will feed dual alternating distribution pumps, circulating through dual 1 Micron Nominal Filter Cartridges, UV Sterilization, and Final dual 1 Micron Absolute Filter Cartridges. A 3" PVC RO circulation loop will distribute to the Transplant Room, Clone/Mother Room, and all Grow Room Plant Trays. The pumps will maintain 80GPM @ 90psi to keep the loop design velocity above 4FPS to prevent microbial growth in the water. The system will be installed with minimal dead legs and have vents at high points and drains at low points.

2. CO2 Delivery System Summary:
   Local gas supplier will provide cryogenic liquid CO2 storage vessel and associated tank valving and accessories connected to product vaporizer and pressure reducer outside the building on a concrete housekeeping pad.

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Brazed copper piping will connect the product vaporizer to the gas manifold / flow regulators inside the building to distribute CO2 gas. The building management system will use CO2 sensors in the zone to monitor space conditions and modulate control valves to maintain system set points. The building management system will also monitor the space for high CO2 levels and alarm at BMS and with audio / visual alarms if the CO2 levels rise above set point.

3. Drainage:
Existing floor drains will be left in place where possible. Any new floor drains required will tie into the existing drain laterals below the floors. A 3 basin sink will be provided in the Transplant Room and plumbed with drain, vent, cold, and hot water. All air handler condensate will be piped using PVC back to the Condensate storage tanks feeding the RO System.

### 1.1.8 Heating, Ventilation and Air Conditioning

4. Existing Systems
The existing HVAC systems in the area of renovation are over 40 years old and designed to serve specific processes in the original building. The systems include a penthouse that housed a built up air handler with a large centrifugal fan, filters, chilled water coils, and piping. This unit distributed air throughout the building using terminal heating and cooling coils in each ducted zone. The cooling coils were fed with a 55 degree chilled water loop and the heating coils were fed with a 180 degree hot water loop. There is a mezzanine on the 2nd floor that housed process dryer equipment to serve the original extruder machine installed on the 2nd floor. In order to meet the new process requirements the recommendation is to remove all existing HVAC equipment, piping, and ductwork in the areas of work.
5. HVAC System
The HVAC system will maintain all rooms below 75°F, 50%RH. The new HVAC system will consist of multi-zone air handlers serving the support and process areas and dedicated air handling units for each Flowering room and each High Density Flowering Room. The dedicated units will recirculate a majority of the air with code minimum ventilation air to allow CO2 levels to be maintained at the desired growing condition. Each new air handler will consist of filtration, chilled water cooling coil, direct drive plenum fans, and hot water reheat coil. The areas will produce a large quantity of latent load therefore the chilled water coils will be sized to dehumidify the air below a dew point of 50 degrees, and the reheat coils will reheat the air to maintain the temperature set point in the space. In air-handlers feeding multiple zones the reheat coils will be located in the distribution ductwork serving each zone.
6. Pressurization and Contamination Control
Air Locks will be provided which include an air shower to remove contaminants from personnel prior to entering the clean zones. The air shower consists of a fan, high pressure discharge nozzles, and HEPA filtration to remove contaminants. A 54x50x116H air shower unit will be purchased for each air lock. The HVAC system will provide a pressure relationship to prevent moisture and containment infiltration to clean areas from surrounding dirty areas. The air lock will be positive relative to the dirty areas and each flowering area will be held slightly positive to the corridors.

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7. Duct Distribution
The air handlers will be located on the roof, 2nd floor mezzanine and the 3rd floor penthouse and ducted to the respective area served. A series of new shafts will be added to allow ductwork to pass from the penthouse to the 1st and second floor. The high density rooms will require good air distribution to minimize temperature swings within the cube areas, this will be accomplished using anti-microbial fabric ductwork (Microbe-X DuctSox). The fabric duct will be installed high where most of the heat subsides and allow the cold air to be distributed evenly across the long dimension of the room, return grilles will be located intermittently along the walls. Refer to plan drawings for schematic duct distribution layouts.
8. Exhaust
Two general exhaust fans will be provided to serve the first floor and two general exhaust fans will be provided to serve the second floor. The centrifugal fans will be located on the 2nd floor mezzanine with carbon filters in the ductwork to prevent odors from leaving the building. The Mill room exhaust duct will contain a MERV 11 filter to remove the high levels of particulate from the milling process. The Waste Wash room will house an industrial dishwasher that will require an exhaust duct run to the exterior of the building.
9. Chilled Water and Heating Hot Water Piping
40 degree plant chilled water will be distributed to all new air handlers from the existing 12" mains located in the penthouse. Heating Hot water will be generated from a new shell and tube heat exchanger using Low Pressure Plant Steam. The existing heating hot water system located in the existing first floor mechanical room will be dismantled and replaced with a new heat exchanger and pumps to distribute to the new air handling unit coils and ducted reheat coils. Heating and cooling piping will be distributed in welded steel 3" and above and copper pipe 2-1/2" and below.
10. Desiccant Dehumidification
Desiccant Dehumidifiers will be used to supplement the chilled water dehumidification in critical areas that require relative humidity levels below 75F, 50%RH. Areas requiring a supplemental dehumidification unit include the two Dry Rooms (qty. 2). Small electric dehumidifiers will be provided with reactivation make-up air ductwork and reactivation exhaust ductwork.

### 1.1.9 Controls

1. A new building management system will be installed independent of any existing control systems in the building. The control system will consist of sensors, indicators, actuators, final control elements, interface equipment, other apparatus, accessories, and software connected to distributed controllers operating in multiuser, multitasking environment on token-passing network and programmed to control mechanical systems. An operator workstation permits interface with the network via dynamic color graphics with each mechanical system, building floor plan, and control device depicted by point-and-click graphics.
2. Each grow room will consist of a dedicated environmental controller reading Temp, RH, and CO2 sensors in the respective room. The environmental controller will allow users to monitor and manage each rooms set points from the controller interface mounted on the exterior of each room.

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### 1.1.10 Electrical

1. **Electrical Power Distribution System**: The existing characteristics of the interior electrical distribution system of building 350 includes two 4,200 amp doubled ended load centers with main tie breaker between two bus sections @ 480 volt, 3-phase, 3-wire, 60 Hz. Load Center #1 serves the East portion of the building and Load Center #2 serves the North portion of the building. These load centers are provided power from a co-generation plant located onsite at the Kodak Business Park from steam reduction and has a backup interconnection from the local public power utility provider RG+E to provide full back up capacity. The power is distributed at 13,800 volts with underground redundant feeds to the doubled ended load centers within the building. This dual power source configuration provides great reliability of power to the building and has had limited to no outages in years past. This system is also intended to have generator power to back up a portion of the distribution due to the sensitive nature of the plant growth and security reasons. This generator will provide minimal lighting loads required in the Clone and Mother Plant growth areas. See additional information pertaining to the generator in the sections that follow. The existing load center capacity information was obtained from the utility company and indicated both load centers have capacity to serve power to the building. A power capacity study indicated Load Center #1 has a rating of 3500 kVA and a peak load of 450 kVA resulting in just over 3,000 kVA capacity available. Load Center #2 has a rating of 3300 kVA and a peak load of 450 kVA resulting in just over 2,800 kVA capacity available. The portion of leasable space associated with this project is served by Load Center #1 which will be the focus of the following information. With the extensive power loads anticipated with the plant growth lighting the entire east side load center is proposed to be utilized with the potential for sub-metering additional power from the North side load center. The proposed loads on the second floor are larger than the first floor so sub-metering to the North side may be needed for this portion of the project. The existing load centers are equipped to accept multiple output breakers up to 600 amp each. There are 400 and 600 Amp motor control centers located throughout the first and second floor which served the numerous pieces equipment previously utilized in the building. There are also Motor Control Centers (MCC's) scattered throughout the 1st and second floor that used to serve power to the various industrial machines used by the previous user. These power feeds are proposed to be reconfigured and relocated to serve power throughout the new build out. The will be multiple electrical panels spread out throughout each floor of the building. Loads such as large mechanical equipment, lighting fixtures and other equipment available to be served at either 277 volts single phase or 480 volts three phase shall be served directly from distribution panels. Due to the significant loads proposed for the plant growth lighting there will be numerous transformers required to distribute 277 volts throughout the 1st and 2nd floor. These transformers along with panelboards will be located in electrical rooms, along walls of some of the rooms. The transformers serving the flower and high density rooms shall be suspended from the ceiling in order to save floor space. Many of the flower and high density rooms will be served from dedicated transformers and panelboards adding to the reliability of the electrical system rather than have fewer larger transformers which would take out more of the power if in the rare case were to fail. See "One-line diagram Bldg. 350 – New Work" for more information. For items such as receptacles, ancillary office equipment, small mechanical equipment and other loads only available at either 120 volts single phase or 208 volts single- or three-phase shall be fed from a 208Y/120 volt system. This system shall be derived from dry-type transformers located in the electrical closets distributed throughout the facility.

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a. Demolition:
    1. Existing panelboards and transformers throughout the first and second floor shall be demolished to make room for the new electrical equipment to serve the renovated spaces. See "One-line diagram Bldg. 350 – Demo" for more information.
    2. Existing Motor Control Centers (MCC's) transformers throughout the first and second floor shall be demolished to make room for the new electrical equipment to serve the renovated spaces. See "One-line diagram Bldg. 350 – Demo" for more information.
    3. HVAC and plumbing equipment being demolished shall have their power connections demolished back to source. The existing mezzanine and penthouse level have extensive HVAC related equipment.
    4. General receptacle and miscellaneous power connections in the way of new construction shall be demolished back to source if they are not intended to be reused in the new construction.
    5. Coordinate with Kodak and Red Rochester Utility for shut down of power for demolition purposes as there are existing live circuitry throughout out existing facility.

b. Provide:
    a. Provide new connections to existing load centers to serve power thought the renovated space. See "One-line diagram Bldg. 350 – New Work" for more information.
    b. Provide new panelboards and transformers throughout the first and second floor to distribute power to the renovated space. See "One-line diagram Bldg. 350 – New Work" for more information.
    c. Provide connections to HVAC and plumbing equipment associated with the renovated spaces.
    d. Provide general receptacle and miscellaneous power connections throughout the renovated spaces.
    e. Provide electrical branch circuits as required for the scissor lift charging station on first and second floors.

2. **Generator:** A generator shall be provided to supply back-up power to limited portions of the renovated spaces. Due to the high reliability of the existing utility power sources the generator is proposed to serve only select areas. The Clone and Mother room lighting (roughly 5% of the connected lighting in each room), the security systems and selected mechanical equipment to maintain the environmental constraints in the grow room will be the main equipment with backup power. The fuel source for the generator is anticipated to be natural gas. The generator shall be located on the exterior of the building in close proximity to the load center #1 electrical room on the East side of Building 350. An Automatic transfer switch shall be located adjacent to the generator to provide connection of utility power and generator power to select panels throughout the renovated space. Due to the existing configuration of Load Center #1 there will a limit of a 600 amp output for the generator connection @ 480Y/277 volt, 3-phase, 4-wire, 60 Hz. The extensive loads on the 2nd floor may require a second generator to support the power of needs of this area.

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a. Demolition:
   1. Demolish connection to existing load 600 amp section to allow for connection of the generator. See "One-line diagram Bldg. 350 – New Work" for more information.

b. Proposed Renovation:
   1. Provide a complete system of a Generator and Automatic Transfer Switch (ATS), conduit, conductors, trenching and controls to serve back up power to the 1st and 2nd floor. The current estimated size of the generator is 400 kW providing 600 amps of power. The loads anticipated on the generator need to further refined as the design progress. There is potential for the second floor area to require a generator to solely serve this area.

3. **Grounding:** The existing grounding system of the electrical distribution equipment shall be utilized for the renovation.

4. **Branch Circuit Wiring:** Wiring systems shall consist of insulated copper conductors installed in raceways. Electrical metallic tubing (EMT) shall be utilized in interior dry locations. Galvanized rigid steel (GRS) or intermediate metallic conduit (IMC) shall be utilized in wet or damp locations and where subject to physical damage. Service entrance cables, feeders and branch circuit conductors shall be copper. Exterior conduits shall be schedule 80 PVC. Branch circuit wiring run in dry locations shall have dual rated THHN/THWN insulation rated for 600 volts. Feeder conductors and branch circuit wiring in exterior locations shall have XHHW insulation rated for 600 volts. Minimum size conductors shall be #12 AWG. Conductors for branch circuitry shall be sized to prevent voltage drop exceeding 3% at the farthest outlet of power, heating, and lighting loads, or combinations of such loads.

   a. Demolition:
      1. Demolish existing branch circuitry included but not limited to conduit, wire and support devices through the renovated portions of the 1st and 2nd floor. Item of note: Much of the existing conduit installed on the first and second floor is Galvanized rigid steel (GRS)
   b. Proposed Renovation:
      1. Provide branch circuitry to serve HVAC and plumbing equipment throughout the 1st and 2nd floor.
      2. Provide branch circuitry to serve office and general power equipment throughout the 1st and 2nd floor.

5. **Lighting Systems:** The existing lighting systems within the facility are aged and not useful for many of the new applications of the renovated space. The existing fixtures shall be demolished and new installed. Multiple types of lamp sources shall be utilized throughout the facility due to the many unique aspects and uses of the facility. The lamp source for office areas, private offices, conference rooms and similar such areas shall have linear fluorescent lighting as well as LED lights. Linear lamps shall be T-8, T-5 or T-5HO, with a corrected color temperature (CCT) of 4,100 degree K and minimum CRI of +85. Fluorescent lamps specified for the facility shall be of the low mercury type. The office spaces will have lensed volumetric lights providing uniform lighting throughout the space. The locker rooms shall be illuminated with lensed damp location fixtures. The electrical and mechanical spaces

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shall be illuminated with industrial fixtures. The lab spaces and other areas subject to plant fibers shall be provided with vaportite fixtures giving protection to the internal components of the light fixture from the environment. The corridors shall be illuminated with linear LED fixtures. Due to the unique nature of the specialized lighting for the cultivation areas these lights will be specified by a horticultural manufacturer.
These lights are anticipated to be 630 watt LED fixtures designed specifically for plant growth with dimming capability and light spectrum adjustment. Due to the large quantity and wattage of these plant growth light fixtures the energy consumption of this LED system will be significant. Some of the rooms such as Clone/ Mother and Veg rooms will utilize linear T5HO lamps in wet labeled fixtures. Due to the significant power consumption of the grow lights a control system will be in place to only allow a portion of the lighting distribution panels will be able to operate and any one time. This control will allow for the user to operate on their on/off system while limiting the power consumption. The control system will utilize a 50% diversity factor on the lighting load. See electrical load study for more information. The latest energy code shall be complied with for lighting controls throughout the renovated spaces. Emergency Egress and LED exit lighting shall be provided for exits and path of egress as required by NFPA 101, Life Safety Code. Emergency lighting shall be powered by batteries and an inverter system.

a. Demolition:
    1. Demolish existing light fixture throughout the renovated portions of the 1st and 2nd floor.
    2. Demolish existing lighting controls associated with the demolished lights throughout the renovated portions of the 1st and 2nd floor.
b. Proposed Renovation:
    1. Provide new general lighting and associated controls in compliance with latest version of NYS energy code throughout the renovated portions of the 1st and 2nd floor.
    2. Provide new exit and egress lighting throughout the renovated portions of the 1st and 2nd floor.

6. **Fire Alarm System:** The facility will be provided with a complete automatic addressable fire alarm and detection system designed, installed and tested in accordance with the requirements of NFPA 72. Manual activation of the fire alarm system will be from manual pull stations located within 5 feet of all building exits. Automatic activation will occur from smoke, heat, and duct detectors located throughout the facility in the required areas. Audible notification devices for both the fire alarm system will be speakers. Visual notification devices for the fire alarm system will be clear strobes.

    a. Demolition:
        1. Demolish existing fire alarm system components in renovated portions of the 1st and 2nd floor.
        2. Existing system is a simplex 4120 system located adjacent to the main lobby.
        3. Coordinate with user on North side of the facility as there appears to be circuitry from the FA panel routed to the North side of the building.

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4. Coordinate with Kodak and local Fire Marshall for status of FA system during renovation.
5. The existing FA cable routing is in both free air and in conduit.

b. Proposed Renovation:
   1. Provide new fire alarm devices throughout renovated portions of the 1st and 2nd floor. Devices shall be rated for the environmental characteristics of each space.
   2. Provide additional battery and capacity to the existing fire alarm control panel to accommodate the new fire alarm devices.

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# SECTION 2
# BASIS OF DESIGN – TECHNICAL CRITERIA

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# 2 BASIS OF DESIGN – TECHNICAL CRITERIA

## 2.1 CODES AND STANDARDS

1. The latest edition of the codes, orders, standards, and guides referred to in this section will be followed.

1.2 Codes, Standards and Guides

a. American Concrete Institute
b. American National Standards Institute
c. American Society of Mechanical Engineers
d. American Society for Testing Materials Standards
e. American Water Works Association
f. American Welding Society
g. Factory Mutual
h. IEEE Institute for Electrical and Electronic Engineers
i. National Electrical Code
j. National Electrical Manufacturers Association
k. National Fire Prevention Association
l. Occupational Safety and Health Administration
m. Underwriters Laboratory
n. Building Code of New York State
o. Existing Building Code of New York State
p. Fire Code of New York State
q. Mechanical Code of New York State
r. Plumbing Code of New York State
s. IESNA The Illuminating Engineering Society of North America

2. Local Codes

a. New York State and applicable local county Department of Health Codes

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# SECTION 3
# APPENDICES

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# APPENDIX A

# CULTIVATION FACILITY PLANS

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CONCEPTUAL DESIGN

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Project Manager
S. DEMPSEY
Designed by:
S. PARAMI
Drawn by:
T. WEBB
Checked by:
Date Issued
JUNE 04, 2018
SCALE:
AS NOTED

Project Number: File Name:

Drawing Number
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MANUFACTURING FACILITY
SITE PLAN

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ole ion of the New York State Education Law Article
45, Section 7209.

Project Manager:
R. [redacted]
Designed
A. [redacted]
Drawn by:
A. [redacted]
Checked by:
A. [redacted], RA
Date Issued:
[redacted]
Date
Scale:
1" = 60'

Project Number:
[redacted]
[redacted]

Drawing Number
C101
Sheet 6

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**1ST FLOOR CODE PLAN**

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Drawn by: M. TINSLEY
Checked by:
Date Issued: JUNE 04, 2018
SCALE: AS NOTED
Date
Project Number: File Name:

Drawing Number:
**AC-101**

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**2ND FLOOR CODE PLAN**

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Drawn by: M. TINSLEY
Checked by:
Submitted: JUNE 04, 2018
SCALE: AS NOTED
Date
Project Number: File Name:

Drawing Number:
**AC-201**

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**2ND FLOOR MEZZANINE CODE PLAN**

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Drawn by: M. TINSLEY
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**1ST FLOOR RENOVATION PLAN**

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Project Manager:
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Drawn by: M. TINSLEY
Checked by:
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**2ND FLOOR**
**RENOVATION PLAN**

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**2ND FLOOR MEZZANINE RENOVATION PLAN**

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**1ST FLOOR PHASING PLAN**

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**2ND FLOOR PHASING PLAN**

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# 1ST FLOOR HVAC DEMOLITION PLANS

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Drawn by: R.JAMISON
Checked by: C.LARICCIO
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SCALE: AS NOTED

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# 2ND FLOOR HVAC DEMOLITION PLANS

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Drawn by: K.JUPITER
Checked by: C.LARICCIO
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CONCEPTUAL DESIGN

# 2ND FLOOR AND MEZZANINE HVAC DEMOLITION PLANS

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R.JUPITER
Drawn by:
R.JUPITER
Checked by:
C.LARICCIO
Date Issued
JUNE 04, 2018
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Date

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Drawn by: T. SPINK
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**2ND FLOOR HVAC PLAN**

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Drawn by: T. SPINK
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CONCEPTUAL DESIGN

**2ND FLOOR MEZZANINE HVAC PLAN**

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Project Manager
S. DEMPSEY
Designed by:
T. SPINK
Drawn by:
T. SPINK
Checked by:
C. LARICCO
Date Issued
JUNE 04, 2018
SCALE:
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Date

Project Number: File Name:

Drawing Number:
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CONCEPTUAL DESIGN

**ROOF HVAC PLAN**

NOTE:
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Project Manager: S. DEMPSEY
Designed by: T. SPEK
Drawn by: T. SPEK
Checked by: C. LARICCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

Drawing Number:

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**ENLARGED PARTIAL HVAC PLANS**

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S. DEMPSEY
Designed by:
C. LAROCCO
Drawn by:
T. SPINK
Checked by:
C. LAROCCO
Date Issued
JUNE 04, 2018
SCALE:
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Date

Project Number: File Name:

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**HVAC DETAILS**

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Project Manager
S. DEMPSEY
Designed by:
C. LAROCCO
Drawn by:
Y. [illegible]
Checked by:
C. LAROCCO
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Designed by: C. LARocco
Drawn by: T. SPINK
Checked by: C. LARocco
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SCALE: AS NOTED
Date
Project Number: File Name:
Drawing Number:
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CONCEPTUAL DESIGN

**HVAC FLOW DIAGRAMS**

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Project Manager: S. DEMPSEY
Designed by: C. LARocco
Drawn by: T. SPINK
Checked by: C. LARocco
Date Issued: JUNE 04, 2018
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Project Number: File Name:

Drawing Number: **M-701**

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CONCEPTUAL DESIGN

**HVAC FLOW DIAGRAMS**

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Project Manager: S. DEMPSEY
Designed by: C. LARocco
Drawn by: T. SPINK
Checked by: C. LARocco
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

Drawing Number:
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CONCEPTUAL DESIGN

**HVAC FLOW DIAGRAMS**

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Project Manager: S. DEMPSEY
Designed by: C. LARocco
Drawn by: T. SPINK
Checked by: C. LARocco
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

Drawing Number:
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**RO WATER SYSTEM FLOW DIAGRAM**

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Project Manager
S. DEMPSEY
Designed by:
C. LAROCCO
Drawn by:
T. SPINK
Checked by:
C. LAROCCO
Date Issued
JUNE 04, 2018
SCALE
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Date

Project Number File Name:

Drawing Number
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CONCEPTUAL DESIGN

**1ST FLOOR PIPING PLAN**

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Project Manager: S. CRISPONY
Designed by: T. SPINK
Drawn by: T. SPINK
Checked by: C. LAROCCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

Drawing Number:

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CONCEPTUAL DESIGN

**2ND FLOOR AND MEZZANINE PIPING PLANS**

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Project Manager: S. DEMPSEY
Designed by: T. SPINK
Drawn by: T. SPINK
Checked by: C. LARICCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

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CONCEPTUAL DESIGN

# 1ST FLOOR FIRE PROTECTION DEMOLITION PLANS

NOTE:
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Project Manager: S. DEMPSEY
Designed by: T. SPINK
Drawn by: T. SPINK
Checked by: C. LAROCCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

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CONCEPTUAL DESIGN

# 2ND FLOOR FIRE PROTECTION DEMOLITION PLANS

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Project Manager: S. DEMPSEY
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Drawn by: T. SPINK
Checked by: C. LAROCCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

Drawing Number:

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CONCEPTUAL DESIGN

**2ND FLOOR MEZZANINE FIRE PROTECTION DEMOLITION PLAN**

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Project Manager: S. CRIPPEN
Designed by: T. SPINK
Drawn by: T. SPINK
Checked by: C. LARICCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Project Number: File Name:

Drawing Number:
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CONCEPTUAL DESIGN

# 1ST FLOOR FIRE PROTECTION PLAN

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Project Manager
S. DEMPSEY
Designed by:
T. SPINK
Drawn by:
T. SPINK
Checked by:
C. LAROCCO
Date Issued
JUNE 04, 2018
SCALE
AS NOTED

Date

Project Number: File Name:

Drawing Number:
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CONCEPTUAL DESIGN

**2ND FLOOR FIRE PROTECTION PLAN**

NOTE:
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Project Manager: S. DEMPSEY
Designed by: T. SPEK
Drawn by: T. SPEK
Checked by: C. LARICCO
Date Issued: JUNE 04, 2018
SCALE: AS NOTED

Date

Project Number: File Name:

Drawing Number:

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**2ND FLOOR MEZZANINE FIRE PROTECTION PLAN**

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Project Manager: S. DEMPSEY
Designed by: T. SPEK
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Checked by: C. LARICCO
Date Issued: JUNE 04, 2018
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Date

Project Number: File Name:

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CONCEPTUAL DESIGN

# 1ST FLOOR POWER DEMOLITION PLANS

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CONCEPTUAL DESIGN

# 2ND FLOOR POWER DEMOLITION PLANS

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CONCEPTUAL DESIGN

# 2ND FLOOR AND MEZZANINE HVAC DEMOLITION PLANS

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CONCEPTUAL DESIGN

**1ST FLOOR LIGHTING DEMOLITION PLANS**

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CONCEPTUAL DESIGN

**2ND FLOOR LIGHTING DEMOLITION PLANS**

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CONCEPTUAL DESIGN

**1ST FLOOR POWER LAYOUT**

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CONCEPTUAL DESIGN

**2ND FLOOR POWER LAYOUT**

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CONCEPTUAL DESIGN

# 1ST FLOOR LIGHTING LAYOUT

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# 2ND FLOOR LIGHTING DEMOLITION PLANS

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**ENLARGED PARTIAL ELECTRICAL PLANS**

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# APPENDIX B

# MECHANICAL CALCULATIONS

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# APPENDIX C

# MECHANICAL EQUIPMENT CUT SHEETS

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# APPENDIX D

# ELECTRICAL CALCULATIONS

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# APPENDIX E

# ELECTRICAL EQUIPMENT CUT SHEETS

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# APPENDIX F

# OUTLINE SPECIFICATION

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# Appendix B: Architectural Program

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

| **COMPANY INFORMATION** | |
|---|---|
| Business Name: | Great Lakes Medicinals, LLC |
| Facility Type: | Manufacturing Facility ☐ Dispensing Facility ☑ |
| Use and Occupancy Classification: | Group M - Mercantile |
| Building Construction Type and Classification: | Type IIB |
| Facility Address: | 26 Corporate Woods Suite 14 & 16 // Rochester, NY 14623 |
| Primary Contact Telephone number: | 585-747-2103 |
| ~~Primary Contact Fax number:~~ Email: | kodenbach@greatlakesmeds.com |

**PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:**

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

| | |
|---|---|
| ☐ | TOWN BOARD APPROVAL |
| ☑ | PLANNING BOARD APPROVAL (Exterior sign approval only, recommendation from architectural review board) |
| ☐ | ZONING BOARD OF APPEALS APPROVAL |
| ☑ | PREPARATION OF CONSTRUCTION DOCUMENTS |
| ☑ | BUILDING PERMIT |
| ☐ | BIDDING PHASE |
| ☑ | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (negotiation, see schedule) |
| ☑ | COMMENCEMENT OF CONSTRUCTION |
| ☑ | COMPLETION OF CONSTRUCTION |



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# Appendix B – Architectural Program

**PART II – SITE PLAN(S)**

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

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

**PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:**

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

Energy Source:

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

Engineering Systems: Existing to Remain

☑ Heating System: Type _____, Size _____ Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type _____, Size _____ Efficiency _____,
Ventilation Requirements _____

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

☑ Electrical Distribution Available Existing to Remain

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

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

☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,



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# Appendix B – Architectural Program

| PART IV – BUILDING CODE COMPLIANCE: (pages 3-13) | |
|---|---|
| CHECK ALL APPLICABLE CODES FOR THE FACILITY | |
| ☑ | 2010 BUILDING CODE OF NYS |
| ☑ | 2010 FIRE CODE OF NYS |
| ☑ | 2010 PLUMBING CODE OF NYS |
| ☑ | 2010 MECHANICAL CODE OF NYS |
| ☐ | 2010 FUEL GAS CODE OF NYS |
| ☐ | 2010 PROPERTY MAINTENANCE CODE OF NYS |
| ☐ | 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS |
| ☐ | 2012 IECC COMMERCIAL PROVISIONS |
| ☑ | 2010 EXISTING BUILDING CODE OF NYS |
| ☑ | NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) |
| ☐ | 2014 NY CITY CONSTRUCTION CODE |
| ☐ | 2008 NY CITY CONSTRUCTION CODE |
| ☐ | 1968 NY CITY CONSTRUCTION CODE |
| ☑ | NFPA 101-06 LIFE SAFETY CODE |
| ☐ | ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES |
| ☐ | OTHER |



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# Appendix B – Architectural Program

| | | | |
|---|---|---|---|
| **Select Project Type:** Check all that apply. Refer to the Existing Building Code for definitions. | ☐ New Building<br>☐ Repair<br>☐ Alteration Level 1<br>☑ Alteration Level 2 | ☐ Alteration Level 3<br>☐ Change of Occupancy<br>☐ Addition<br>☐ Historic Building | ☐ Demolition<br>☐ Chapter 3. Prescriptive Compliance Method<br>☐ Chapter 13. Performance Compliance Method |
| **Select Work Involved:** Check all that apply. | ☑ General Construction<br>☐ Roofing<br>☐ Asbestos Abatement/Environmental<br>☐ Fire Alarm | ☐ Structural<br>☑ Mechanical<br>☑ Plumbing<br>☑ Electrical | ☐ Site Work<br>☐ Sprinkler<br>☐ Elevators<br>☐ Other:_____ |

**CODE COMPLIANCE REVIEW**

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

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

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 1 | Use & Occupancy Classification | 302.1 - 312 | | Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1. | 309.1 Mercantile Group M | 309.1 Mercantile Group M |



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# Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 2 | Combustible Storage | 413 | | All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 3 | Hazardous Materials | 414 | | All hazardous materials stored or used as per applicable Building and Fire Codes.<br>Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 4 | Hazardous Materials Control Areas | 414.2 | | Provide additional information indicating number, size, materials stored, and quantity of each material. | NA | |
| 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). | Table 503:<br>Area = 12,500<br>Height = 4 stories | Area = 2,778 SF<br>Height = 1 Story |
| 6 | Incidental Use Areas | 508.2 | | Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans. | NA | |



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## 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). | NA | |
| 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). | NA | |
| 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). | NA | |
| 10 | Construction Classification | 602 | | Provide Construction Classification per each building included in Application. | Table 602 | Type IIB |
| 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. | Table 601 | 0 rating |



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## 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). | | Existing Group M Building |
| 13 | Exterior Fire Separation Distance | Table 602 | | Identify required fire separation distance of exterior walls between Buildings on Plan. | | Existing Group M Building |
| 14 | Fire Walls | 705 | | Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans. | Table 705.5 = 3 hour rating | NA |
| 15 | Fire Barriers | 706 | | Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans. | Table 706.3.9 = 2 hour rating | NA |
| 16 | Shaft Enclosures | 707 | | Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. | NA | |
| 17 | Fire Partitions | 708 | | Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. | 708.1.3 Tenant separation | Existing bldg with exist tenant separation. All Group M |



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## 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. | NA | |
| 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. | 903.2.6 Group M | Existing Bldg. |
| 20 | Alt. Fire Extinguishing System | 904 | | Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited. | NA | |
| 21 | Standpipe System | 905 | | Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited. | NA | |
| 22 | Fire Alarm & Detection Systems | 907 | | Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned) | 907.2.7 Group M | Existing Bldg. |



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## 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. | NA | |
| 24 | Fire Department Connections | 912 | | Identify Fire Department connections in accordance with NFPA applicable standard. | | Existing Bldg |
| 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. | | Indicated on drawing |
| 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. | Table 1004.1.1 = 30 gross SF per person | Area 2,778 sf / 30 = occupant load of 92 persons |
| 27 | Egress Width | 1005 | | Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans | Table 1015.1 = 15" per occupant | 92 x 0.15 = 13.8" 2 exits each 36" |
| 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. | 1007.1 | Single story with accessible entrance / exit |



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## 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. | 1008.1.1 - minimum 32" | 2 exits both 36" wide |
| 30 | Interior Stairs | 1009 | | Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height. | NA | |
| 31 | Ramps | 1010.1 | | Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height. | NA | |
| 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. | | Indicated on drawings |
| 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. | | Indicated on drawings |
| 34 | Corridor Fire Rating | 1017.1 | | Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating. | NA | |



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## 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). | NA | |
| 36 | Dead End Corridor | 1017.3 | | Corridors shall not exceed the maximum dead end corridor length as per applicable code. | NA | |
| 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. | Tables 1019.1 - 1 to 500 occupants = 2 exits | (2) 36" exits provided |
| 38 | Vertical Exit Enclosures | 1020 | | Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure. | NA | |
| 39 | Exit Passageways | 1021 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway. | NA | |
| 40 | Horizontal Exits | 1022 | | Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit. | NA | |



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## Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 41 | Exterior Exit Ramps & Stairways | 1023 | | Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways. | NA | |
| 42 | Exit Discharge | 1024 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge. | 1024 | Both exits discharge directly to exterior |
| 43 | Accessibility | 1101.1 - 1110 & ICC/A117. 1(03) | | Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons. | | Indicated on drawings |
| 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). | NA | Existing Bldg. |
| 45 | Emergency & Standby Power | 2702.1 | | Identify emergency & Standby Power locations and specifications of the system to be provided. | NA | Existing Bldg. |
| 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. | NA | Existing Bldg. |



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# 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). | Table 2902.1:<br>WC Male = 1/500 | Indicated on drawings |
| 48 | Available Street Water Pressure | | | Provide the available street or well water pressure. | | Existing |
| 49 | Fire Apparatus Access Road | FC503.1 | | Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes. | | Existing Bldg. |



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## Conceptual Design Report

# MEDICAL MARIJUANA PROGRAM FOR GREAT LAKES MEDICINAL

**Dispensary Facility:**
**Brighton, New York**

June 2, 2015

**PREPARED BY:**
**Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.**

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# SECTION 1
# PROJECT DESCRIPTION

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# 1. PROJECT DESCRIPTION

## 1.1 DISPENSARY FACILITY GENERAL SCOPE OF WORK

**1.1.1 Building Use Description**: The proposed Brighton dispensary will be located in an existing 3,000 sf retail facility and meets the New York State separation requirements (see Appendix B). This retail space represents one suite in a 12,680 sf retail facility. No exterior changes are planned for this suite except for exterior signage which will consist of a simple white text sign on the existing glazing (see Appendix A). This location offers easy access from numerous health care facilities and transportation venues. Proposed interior renovations are described below.

**1.1.2 Primary Utilities:**

1.1.2.1 Electrical: Existing electrical service to building shall be maintained.
1.1.2.2 Water: Existing municipal water service to the building shall be maintained.
1.1.2.3 Sanitary Waste: Existing municipal sanitary sewer service to the building shall be maintained.
1.1.2.4 Storm: Existing storm water system at the building shall be maintained.
1.1.2.5 Natural Gas: Existing public utility natural gas service to the building shall be maintained.
1.1.2.6 Fire protection: Existing municipal water service to the fire protection system shall be maintained.

**1.1.3 Civil/Site:**

The proposed Dispensary will be located in an existing multi-tenated building at 26 Corporate Woods, Brighton, NY. The Brighton Dispensary Site Plan, C103, shows the entire site and multi-tenated building. The existing site has 107 parking spaces of which 10 will be dedicated to the Dispensary as required by Brighton Zoning Code. The site is accessed from two driveways along Corporate Woods on the east and west sides of the site. Both driveways have two-way traffic access. The handicap accessible route and fire lanes have been indicated on the site plan. Loading and unloading of goods will be through a door on the north wall of the dispensary with a parrallel pull off area along Corporate Woods. The green space coverage for the site is 22%.

**1.1.4 Architectural:**

a. Demolition:

1. Interior non-load bearing partitions to suit the proposed layout.
2. Floor and wall finishes will be removed as required for the proposed use of specific room functions of the tenant space.

b. Proposed Renovation:

1. New walls will be constructed of minimum 20 gage stud framing, with mold and moisture resistant gypsum board to receive a painted finish.
    a) Walls which separate patron spaces from the operational spaces shall be full height, floor to roof above.
    b) Walls enclosing the safe room will have its framing at 8” o.c. and finished with abuse resistant gypsum board on the unsecure side.

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2. Newly constructed elements will meet accessibility requirements. Existing restroom facilities will receive accessibility upgrades to the greatest extent possible.
3. Finishes will be selected based upon the proposed use of the individual spaces.
4. New, commercial quality, acoustic lay-in ceiling systems will be provided suiting the interior space layout.

**1.1.5 Structural**

a. No work planned.

**1.1.6 Fire Protection**

a. Demolition:
   1. Demolish existing sprinkler heads and branch piping as required to accommodate proposed floor plan.
b. Proposed Renovation:
   1. Provide new sprinkler branch piping and sprinkler heads as required to accommodate proposed floor plan.

**1.1.7 Plumbing and Piping**

a. Proposed Renovation:
   1. Provide new plumbing fixtures, service piping, and sanitary and vent piping as required to accommodate proposed layout.

**1.1.8 Heating, Ventilation and Air Conditioning**

a. Demolition:
   1. Demolish existing duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.
b. Proposed Renovation:
   1. Provide new duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.

**1.1.9 Electrical**

1. **Power Distribution System:** The existing characteristics of the interior electrical distribution system of the dispensary buildings is anticipated to be a 225 amp panel @ 208Y/120 volt, 3-phase, 4-wire, 60 Hz. This panel will distribute power throughout the space to lighting, receptacles and other ancillary office equipment
   a. Demolition:
      1. HVAC and plumbing equipment being demolished shall have their power connections demolished back to source.
      2. General receptacle and miscellaneous power connections in the way of new construction shall be demolished back to source if they are not intended to be reused in the new construction.
   b. Proposed Renovation:
      1. Provide connections to any new equipment associated with the renovated spaces.
      2. Provide general receptacle and miscellaneous power connections throughout the renovated spaces.

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2. **Branch Circuit Wiring:** Wiring systems shall consist of insulated copper conductors installed in raceways. Electrical metallic tubing (EMT) shall be utilized in interior dry locations. Galvanized rigid steel (GRS) or intermediate metallic conduit (IMC) shall be utilized in wet or damp locations and where subject to physical damage. Service entrance cables, feeders and branch circuit conductors shall be copper. Exterior conduits shall be schedule 80 PVC. Branch circuit wiring run in dry locations shall have dual rated THHN/THWN insulation rated for 600 volts. Feeder conductors and branch circuit wiring in exterior locations shall have XHHW insulation rated for 600 volts. Minimum size conductors shall be #12 AWG. Conductors for branch circuitry shall be sized to prevent voltage drop exceeding 3% at the farthest outlet of power, heating, and lighting loads, or combinations of such loads.

    c. Demolition:
        2. Demolish existing branch circuitry included but not limited to conduit, wire and support devices through the renovated portions of the space.
    d. Proposed Renovation:
        2. Provide branch circuitry to serve any new equipment throughout the renovated portions of the space.
        3. Provide branch circuitry to serve office and general power equipment throughout the renovated portions of the space.

3. **Lighting Systems:** The existing lighting systems within the facility will be replaced to accommodate the proposed layout. The existing fixtures shall be demolished and new installed. The lamp source for office areas, private offices, conference rooms and similar such areas shall have linear fluorescent lighting as well as LED lights. Linear lamps shall be T-8, T-5 or T-5HO, with a corrected color temperature (CCT) of 4,100 degree K and minimum CRI of +85. Fluorescent lamps specified for the facility shall be of the low mercury type. The office spaces will have lensed volumetric lights providing uniform lighting throughout the space. The latest energy code shall be complied with for lighting controls throughout the renovated spaces. Emergency Egress and LED exit lighting shall be provided for exits and path of egress as required by NFPA 101, Life Safety Code. Emergency lighting shall be powered by batteries and an inverter system.
    a. Demolition:
        1. Demolish existing light fixture throughout the renovated portions of the building.
        2. Demolish existing lighting controls associated with the demolished lights throughout the renovated portions of the renovated portions of the building.
    b. Proposed Renovations:
        1. Provide new general lighting and associated controls in compliance with latest version of NYS energy code throughout the renovated portions of the building
        2. Provide new exit and egress lighting throughout the renovated portions of the building.

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4. **Fire Alarm System:** The facility will be provided with a complete automatic addressable fire alarm and detection system designed, installed and tested in accordance with the requirements of NFPA 72. Manual activation of the fire alarm system will be from manual pull stations located within 5 feet of all building exits. Automatic activation will occur from smoke, heat, and duct detectors located throughout the facility in the required areas. Audible notification devices for both the fire alarm system will be speakers. Visual notification devices for the fire alarm system will be clear strobes.

    a. Demolition:
        1. Demolish existing fire alarm system components in the renovated suite.
    b. Proposed Renovation:
        1. Provide new fire alarm and fire alarm devices throughout the renovated suite.

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5.

6.

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# 1. PROJECT DESCRIPTION

## 1.1 DISPENSARY FACILITY GENERAL SCOPE OF WORK

**1.1.1 Building Use Description**: The proposed Syracuse dispensary will be located in an existing 1,611 sf retail facility and meets the New York State separation requirements (see Appendix B). This retail space represents one suite in a 29,691 sf facility. No exterior changes are planned for this suite except for exterior signage which will consist of a simple white text sign on the existing facade (see Appendix A). This location offers easy access from numerous health care facilities and transportation venues. Proposed interior renovations are described below.

**1.1.2 Primary Utilities:**

1.1.2.1 Electrical: Existing electrical service to building shall be maintained.
1.1.2.2 Water: Existing municipal water service to the building shall be maintained.
1.1.2.3 Sanitary Waste: Existing municipal sanitary sewer service to the building shall be maintained.
1.1.2.4 Storm: Existing storm water system at the building shall be maintained.
1.1.2.5 Natural Gas: Existing public utility natural gas service to the building shall be maintained.
1.1.2.6 Fire protection: Existing municipal water service to the fire protection system shall be maintained.

**1.1.3 Civil/Site:**

The proposed Dispensary is located in an existing multi-tenanted building at 2949 Erie Boulevard Suite 112 Syracuse, NY. The Syracuse Dispensary Site Plan, C104, shows the entire site and multi-tenanted building. The existing site has 130 parking spaces of which 6 need to be dedicated to the Dispensary as required by the City of Syracuse Zoning Code. The site is accessed by three two-way driveways along Erie Boulevard. The Dispensary will be located in the rear of the building with access to the parking. The handicap accessible route and fire lanes have been indicated on the site. Loading and unloading of goods will be through a door on the north side of the building. The green space coverage for the site is 11%.

**1.1.4 Architectural:**

a. Demolition:

1. Interior non-load bearing partitions to suit the proposed layout.
2. Floor and wall finishes will be removed as required for the proposed use of specific room functions of the tenant space.

b. Proposed Renovation:

1. New walls will be constructed of minimum 20 gage stud framing, with mold and moisture resistant gypsum board to receive a painted finish.
    a) Walls which separate patron spaces from the operational spaces shall be full height, floor to roof above.
    b) Walls enclosing the safe room will have its framing at 8” o.c. and finished with abuse resistant gypsum board on the unsecure side.

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# SECTION 2
# BASIS OF DESIGN – TECHNICAL CRITERIA

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# 2 BASIS OF DESIGN – TECHNICAL CRITERIA

## 2.1 CODES AND STANDARDS

1. The latest edition of the codes, orders, standards, and guides referred to in this section will be followed.

1.2 Codes, Standards and Guides

a. American Concrete Institute
b. American National Standards Institute
c. American Society of Mechanical Engineers
d. American Society for Testing Materials Standards
e. American Water Works Association
f. American Welding Society
g. Factory Mutual
h. IEEE Institute for Electrical and Electronic Engineers
i. National Electrical Code
j. National Electrical Manufacturers Association
k. National Fire Prevention Association
l. Occupational Safety and Health Administration
m. Underwriters Laboratory
n. Building Code of New York State
o. Existing Building Code of New York State
p. Fire Code of New York State
q. Mechanical Code of New York State
r. Plumbing Code of New York State
s. IESNA The Illuminating Engineering Society of North America

2. Local Codes

a. New York State and applicable local county Department of Health Codes

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# SECTION 3
# APPENDICES

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# APPENDIX A

# DISPENSARY FACILITY PLANS

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7 Woodfield Drive
Webster, New York

Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO | DATE | DESCRIPTION | REV | CKD |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**BRIGHTON DISPENSARY**
**SITE PLAN**

NOTE:
Unl h ized alteration or addition to his drawing is a viola ion of the New York State Education Law Article 145, Section 7209.

C103

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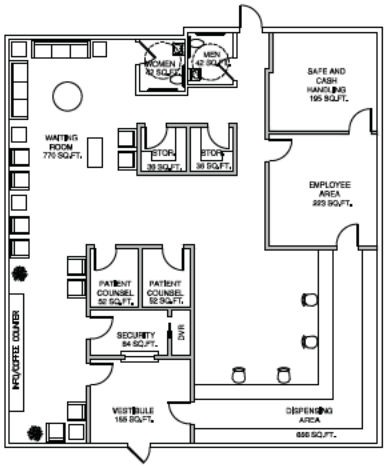
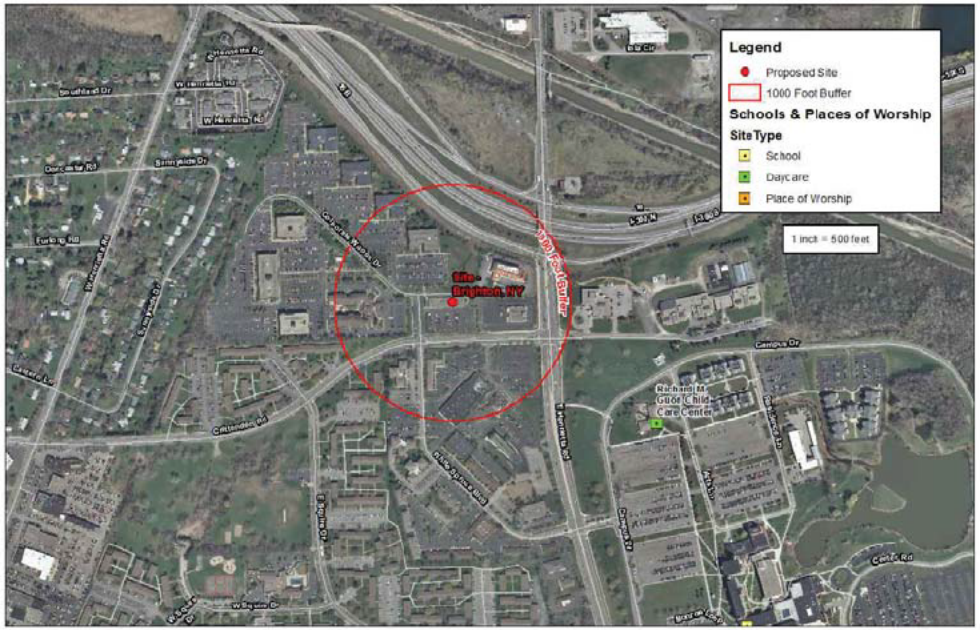



BRIGHTON RENOVATION PLAN

SCALE: 1/8"=1'-0"

PROPOSED ELEVATION WITH SIGNAGE

SCALE: NONE




AERIAL SITE SEPARATION PLAN

SCALE: NONE

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GREAT LAKES MEDICINALS

7 Woodfield Drive
Webster, New York

Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO. | DATE | DESCRIPTION | REV. | CK'D |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**BRIGHTON RENOVATION PLAN**

NOTE:
Unauthorized alteration or addition to this drawing is a violation of the New York State Education Law Article 145, Section 7209.

Project Manager:
Designed by: D. PARAMI
Drawn by: M. TRIBLEY
Checked by:
Date Issued: JUNE 04, 2018
SCALE: AS NOTED
Project Number: File Name:

Drawing Number:
**A-103**

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# APPENDIX B

# DISPENSARY SITE SEPARATION PLAN

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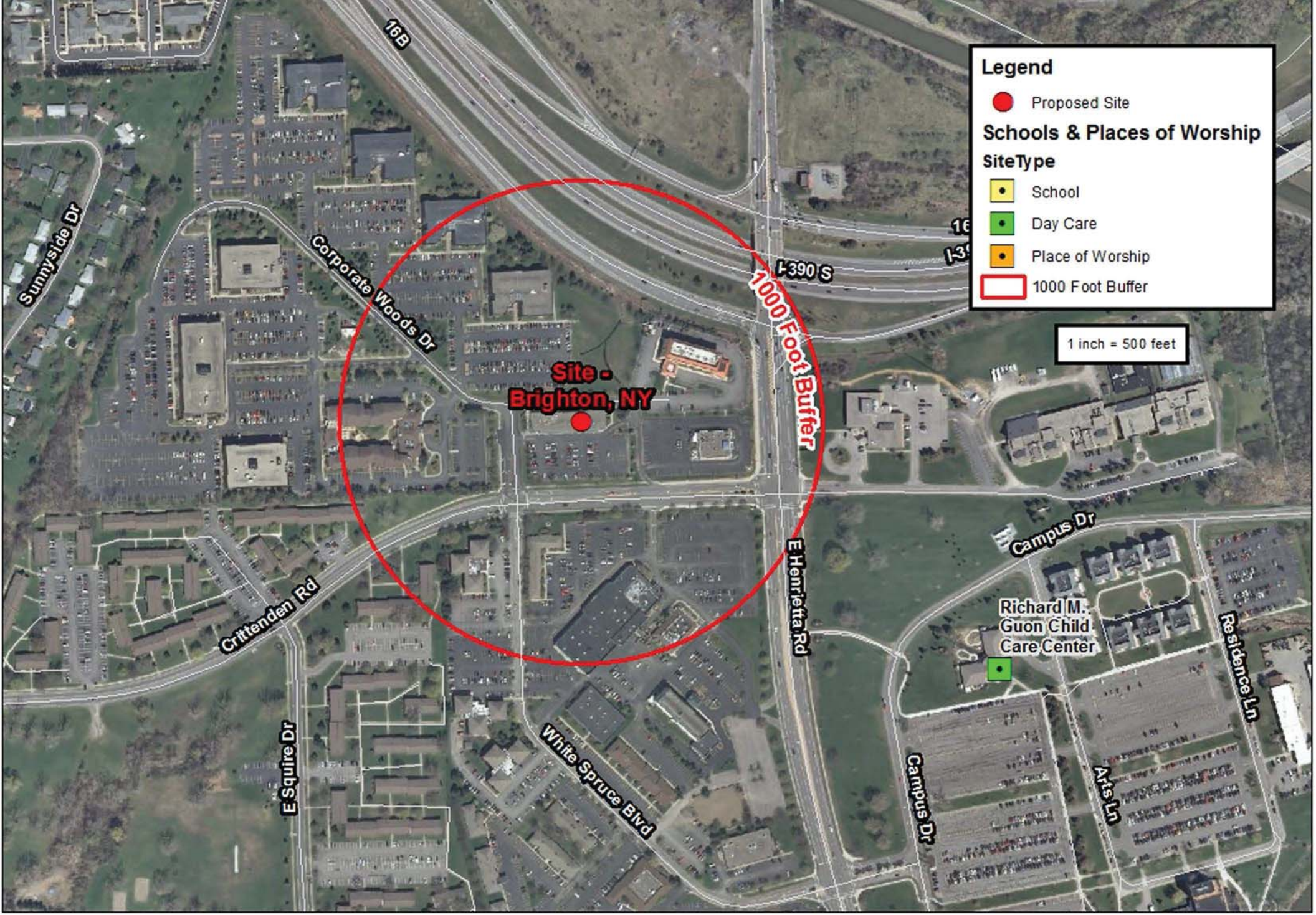


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# 26 Corporate Woods
## Brighton, New York 14623

# APPENDIX C

# OUTLINE SPECIFICATIONS

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# Appendix B: Architectural Program

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

| **COMPANY INFORMATION** | |
|---|---|
| Business Name: | Great Lakes Medicinals, LLC |
| Facility Type: | Manufacturing Facility ☐ Dispensing Facility ☑ |
| Use and Occupancy Classification: | Group M - Mercantile |
| Building Construction Type and Classification: | Type IIB |
| Facility Address: | 2949 Erie Blvd. East // Syracuse, New York 13224 |
| Primary Contact Telephone number: | 585-747-2103 |
| ~~Primary Contact Fax number:~~ Email | kodenbach@greatlakesmeds.com |

**PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:**

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

| | |
|---|---|
| ☐ | TOWN BOARD APPROVAL |
| ☐ | PLANNING BOARD APPROVAL |
| ☐ | ZONING BOARD OF APPEALS APPROVAL |
| ☑ | PREPARATION OF CONSTRUCTION DOCUMENTS |
| ☑ | BUILDING PERMIT |
| ☐ | BIDDING PHASE |
| ☑ | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (negotiation; see schedule) |
| ☑ | COMMENCEMENT OF CONSTRUCTION |
| ☑ | COMPLETION OF CONSTRUCTION |



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# Appendix B – Architectural Program

**PART II – SITE PLAN(S)**

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

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

**PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:**

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

Energy Source:
☑ Natural Gas ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems: Existing HVAC RTU to Remain

☑ Heating System: Type _____, Size _____ Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type _____, Size _____ Efficiency _____,
Ventilation Requirements _____

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

☑ Electrical Distribution Available Existing to Remain

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

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

☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,



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# Appendix B – Architectural Program

| PART IV – BUILDING CODE COMPLIANCE: (pages 3-13) | |
|---|---|
| CHECK ALL APPLICABLE CODES FOR THE FACILITY | |
| ☑ | 2010 BUILDING CODE OF NYS |
| ☑ | 2010 FIRE CODE OF NYS |
| ☑ | 2010 PLUMBING CODE OF NYS |
| ☑ | 2010 MECHANICAL CODE OF NYS |
| ☐ | 2010 FUEL GAS CODE OF NYS |
| ☐ | 2010 PROPERTY MAINTENANCE CODE OF NYS |
| ☐ | 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS |
| ☐ | 2012 IECC COMMERCIAL PROVISIONS |
| ☑ | 2010 EXISTING BUILDING CODE OF NYS |
| ☑ | NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) |
| ☐ | 2014 NY CITY CONSTRUCTION CODE |
| ☐ | 2008 NY CITY CONSTRUCTION CODE |
| ☐ | 1968 NY CITY CONSTRUCTION CODE |
| ☑ | NFPA 101-06 LIFE SAFETY CODE |
| ☐ | ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES |
| ☐ | OTHER |



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| | | | |
|---|---|---|---|
| **Select Project Type:** Check all that apply. Refer to the Existing Building Code for definitions. | ☐ New Building<br>☐ Repair<br>☐ Alteration Level 1<br>☑ Alteration Level 2 | ☐ Alteration Level 3<br>☐ Change of Occupancy<br>☐ Addition<br>☐ Historic Building | ☐ Demolition<br>☐ Chapter 3. Prescriptive Compliance Method<br>☐ Chapter 13. Performance Compliance Method |
| **Select Work Involved:** Check all that apply. | ☑ General Construction<br>☐ Roofing<br>☐ Asbestos Abatement/Environmental<br>☐ Fire Alarm | ☐ Structural<br>☑ Mechanical<br>☑ Plumbing<br>☑ Electrical | ☐ Site Work<br>☑ Sprinkler<br>☐ Elevators<br>☐ Other:_____ |

**CODE COMPLIANCE REVIEW**

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

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

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 1 | Use & Occupancy Classification | 302.1 - 312 | | Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1. | 309.1 Mercantile Group M | 309.1 Mercantile Group M |



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## Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 2 | Combustible Storage | 413 | | All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 3 | Hazardous Materials | 414 | | All hazardous materials stored or used as per applicable Building and Fire Codes.<br>Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 4 | Hazardous Materials Control Areas | 414.2 | | Provide additional information indicating number, size, materials stored, and quantity of each material. | NA | |
| 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). | Table 503:<br>Area = 12,500<br>Height = 4 stories | Area = 1,810 SF<br>Height = 1 Story |
| 6 | Incidental Use Areas | 508.2 | | Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans. | NA | |



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## 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). | NA | |
| 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). | NA | |
| 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). | NA | |
| 10 | Construction Classification | 602 | | Provide Construction Classification per each building included in Application. | | Type IIB |
| 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. | Table 601 | 0 rating |



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## 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). | | Existing Group M Building |
| 13 | Exterior Fire Separation Distance | Table 602 | | Identify required fire separation distance of exterior walls between Buildings on Plan. | | Existing Group M Building |
| 14 | Fire Walls | 705 | | Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans. | Table 705.5 = 3 hour rating | NA |
| 15 | Fire Barriers | 706 | | Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans. | Table 706.3.9 = 2 hour rating | NA |
| 16 | Shaft Enclosures | 707 | | Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. | NA | |
| 17 | Fire Partitions | 708 | | Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. | 708.1.3 Tenant separation | Existing bldg with exist tenant separation. All Group M |



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## 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. | NA | |
| 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. | 903.2.6 Group M | Existing Bldg. |
| 20 | Alt. Fire Extinguishing System | 904 | | Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited. | NA | |
| 21 | Standpipe System | 905 | | Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited. | NA | |
| 22 | Fire Alarm & Detection Systems | 907 | | Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned) | 907.2.7 Group M | Existing Bldg. |



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## 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. | NA | |
| 24 | Fire Department Connections | 912 | | Identify Fire Department connections in accordance with NFPA applicable standard. | | Existing Bldg |
| 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. | | Indicated on drawing |
| 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. | Table 1004.1.1 = 30 gross SF per person | Area 1,810 sf / 30 = occupant load of 60 persons. Actual less than 49 persons |
| 27 | Egress Width | 1005 | | Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans | Table 1015.1 = 15" per occupant | 60 x 0.15 = 9" 1 exits 36" |
| 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. | 1007.1 | Single story with accessible entrance / exit |



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# 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. | 1008.1.1 - minimum 32" | 1 exits 36" wide |
| 30 | Interior Stairs | 1009 | | Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height. | NA | |
| 31 | Ramps | 1010.1 | | Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height. | NA | |
| 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. | | Indicated on drawings |
| 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. | | Indicated on drawings |
| 34 | Corridor Fire Rating | 1017.1 | | Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating. | NA | |



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## 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). | NA | |
| 36 | Dead End Corridor | 1017.3 | | Corridors shall not exceed the maximum dead end corridor length as per applicable code. | NA | |
| 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. | Tables 1019.2 - Group M less than 49 persons = 1 | (1) 36" exits provided |
| 38 | Vertical Exit Enclosures | 1020 | | Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure. | NA | |
| 39 | Exit Passageways | 1021 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway. | NA | |
| 40 | Horizontal Exits | 1022 | | Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit. | NA | |



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## Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 41 | Exterior Exit Ramps & Stairways | 1023 | | Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways. | NA | |
| 42 | Exit Discharge | 1024 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge. | 1024 | Both exits discharge directly to exterior |
| 43 | Accessibility | 1101.1 - 1110 & ICC/A117. 1(03) | | Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons. | | Indicated on drawings |
| 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). | NA | Existing Bldg. |
| 45 | Emergency & Standby Power | 2702.1 | | Identify emergency & Standby Power locations and specifications of the system to be provided. | NA | Existing Bldg. |
| 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. | NA | Existing Bldg. |



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## 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). | Table 2902.1: WC Male = 1/500 | Indicated on drawings |
| 48 | Available Street Water Pressure | | | Provide the available street or well water pressure. | | Existing |
| 49 | Fire Apparatus Access Road | FC503.1 | | Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes. | | Existing Bldg. |



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## Conceptual Design Report

# MEDICAL MARIJUANA PROGRAM FOR GREAT LAKES MEDICINAL

**Dispensary Facility:**
**Brighton, New York**

June 2, 2015

**PREPARED BY:**
**Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.**

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# SECTION 1
# PROJECT DESCRIPTION

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# 1. PROJECT DESCRIPTION

## 1.1 DISPENSARY FACILITY GENERAL SCOPE OF WORK

**1.1.1 Building Use Description**: The proposed Syracuse dispensary will be located in an existing 1,611 sf retail facility and meets the New York State separation requirements (see Appendix B). This retail space represents one suite in a 29,691 sf facility. No exterior changes are planned for this suite except for exterior signage which will consist of a simple white text sign on the existing facade (see Appendix A). This location offers easy access from numerous health care facilities and transportation venues. Proposed interior renovations are described below.

**1.1.2 Primary Utilities:**

1.1.2.1 Electrical: Existing electrical service to building shall be maintained.
1.1.2.2 Water: Existing municipal water service to the building shall be maintained.
1.1.2.3 Sanitary Waste: Existing municipal sanitary sewer service to the building shall be maintained.
1.1.2.4 Storm: Existing storm water system at the building shall be maintained.
1.1.2.5 Natural Gas: Existing public utility natural gas service to the building shall be maintained.
1.1.2.6 Fire protection: Existing municipal water service to the fire protection system shall be maintained.

**1.1.3 Civil/Site:**

The proposed Dispensary is located in an existing multi-tenanted building at 2949 Erie Boulevard Suite 112 Syracuse, NY. The Syracuse Dispensary Site Plan, C104, shows the entire site and multi-tenanted building. The existing site has 130 parking spaces of which 6 need to be dedicated to the Dispensary as required by the City of Syracuse Zoning Code. The site is accessed by three two-way driveways along Erie Boulevard. The Dispensary will be located in the rear of the building with access to the parking. The handicap accessible route and fire lanes have been indicated on the site. Loading and unloading of goods will be through a door on the north side of the building. The green space coverage for the site is 11%.

**1.1.4 Architectural:**

a. Demolition:

1. Interior non-load bearing partitions to suit the proposed layout.
2. Floor and wall finishes will be removed as required for the proposed use of specific room functions of the tenant space.

b. Proposed Renovation:

1. New walls will be constructed of minimum 20 gage stud framing, with mold and moisture resistant gypsum board to receive a painted finish.
    a) Walls which separate patron spaces from the operational spaces shall be full height, floor to roof above.
    b) Walls enclosing the safe room will have its framing at 8” o.c. and finished with abuse resistant gypsum board on the unsecure side.

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2. Newly constructed elements will meet accessibility requirements. Existing restroom facilities will receive accessibility upgrades to the greatest extent possible.
3. Finishes will be selected based upon the proposed use of the individual spaces.
4. New, commercial quality, acoustic lay-in ceiling systems will be provided suiting the interior space layout.

**1.1.5 Structural**

a. No work planned.

**1.1.6 Fire Protection**

a. Demolition:
   1. Demolish existing sprinkler heads and branch piping as required to accommodate proposed floor plan.
b. Proposed Renovation:
   1. Provide new sprinkler branch piping and sprinkler heads as required to accommodate proposed floor plan.

**1.1.7 Plumbing and Piping**

a. Proposed Renovation:
   1. Provide new plumbing fixtures, service piping, and sanitary and vent piping as required to accommodate proposed layout.

**1.1.8 Heating, Ventilation and Air Conditioning**

a. Demolition:
   1. Demolish existing duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.
b. Proposed Renovation:
   1. Provide new duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.

**1.1.9 Electrical**

1. **Power Distribution System:** The existing characteristics of the interior electrical distribution system of the dispensary buildings is anticipated to be a 225 amp panel @ 208Y/120 volt, 3-phase, 4-wire, 60 Hz. This panel will distribute power throughout the space to lighting, receptacles and other ancillary office equipment
   a. Demolition:
      1. HVAC and plumbing equipment being demolished shall have their power connections demolished back to source.
      2. General receptacle and miscellaneous power connections in the way of new construction shall be demolished back to source if they are not intended to be reused in the new construction.
   b. Proposed Renovation:
      1. Provide connections to any new equipment associated with the renovated spaces.
      2. Provide general receptacle and miscellaneous power connections throughout the renovated spaces.

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2. **Branch Circuit Wiring:** Wiring systems shall consist of insulated copper conductors installed in raceways. Electrical metallic tubing (EMT) shall be utilized in interior dry locations. Galvanized rigid steel (GRS) or intermediate metallic conduit (IMC) shall be utilized in wet or damp locations and where subject to physical damage. Service entrance cables, feeders and branch circuit conductors shall be copper. Exterior conduits shall be schedule 80 PVC. Branch circuit wiring run in dry locations shall have dual rated THHN/THWN insulation rated for 600 volts. Feeder conductors and branch circuit wiring in exterior locations shall have XHHW insulation rated for 600 volts. Minimum size conductors shall be #12 AWG. Conductors for branch circuitry shall be sized to prevent voltage drop exceeding 3% at the farthest outlet of power, heating, and lighting loads, or combinations of such loads.

    c. Demolition:
        2. Demolish existing branch circuitry included but not limited to conduit, wire and support devices through the renovated portions of the space.
    d. Proposed Renovation:
        2. Provide branch circuitry to serve any new equipment throughout the renovated portions of the space.
        3. Provide branch circuitry to serve office and general power equipment throughout the renovated portions of the space.

3. **Lighting Systems:** The existing lighting systems within the facility will be replaced to accommodate the proposed layout. The existing fixtures shall be demolished and new installed. The lamp source for office areas, private offices, conference rooms and similar such areas shall have linear fluorescent lighting as well as LED lights. Linear lamps shall be T-8, T-5 or T-5HO, with a corrected color temperature (CCT) of 4,100 degree K and minimum CRI of +85. Fluorescent lamps specified for the facility shall be of the low mercury type. The office spaces will have lensed volumetric lights providing uniform lighting throughout the space. The latest energy code shall be complied with for lighting controls throughout the renovated spaces. Emergency Egress and LED exit lighting shall be provided for exits and path of egress as required by NFPA 101, Life Safety Code. Emergency lighting shall be powered by batteries and an inverter system.
    a. Demolition:
        1. Demolish existing light fixture throughout the renovated portions of the building.
        2. Demolish existing lighting controls associated with the demolished lights throughout the renovated portions of the renovated portions of the building.
    b. Proposed Renovations:
        1. Provide new general lighting and associated controls in compliance with latest version of NYS energy code throughout the renovated portions of the building
        2. Provide new exit and egress lighting throughout the renovated portions of the building.

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4. **Fire Alarm System:** The facility will be provided with a complete automatic addressable fire alarm and detection system designed, installed and tested in accordance with the requirements of NFPA 72. Manual activation of the fire alarm system will be from manual pull stations located within 5 feet of all building exits. Automatic activation will occur from smoke, heat, and duct detectors located throughout the facility in the required areas. Audible notification devices for both the fire alarm system will be speakers. Visual notification devices for the fire alarm system will be clear strobes.

    a. Demolition:
        1. Demolish existing fire alarm system components in the renovated suite.
    b. Proposed Renovation:
        1. Provide new fire alarm and fire alarm devices throughout the renovated suite.

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

5.

6.

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# SECTION 2
# BASIS OF DESIGN – TECHNICAL CRITERIA

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# 2 BASIS OF DESIGN – TECHNICAL CRITERIA

## 2.1 CODES AND STANDARDS

1. The latest edition of the codes, orders, standards, and guides referred to in this section will be followed.

1.2 Codes, Standards and Guides

a. American Concrete Institute
b. American National Standards Institute
c. American Society of Mechanical Engineers
d. American Society for Testing Materials Standards
e. American Water Works Association
f. American Welding Society
g. Factory Mutual
h. IEEE Institute for Electrical and Electronic Engineers
i. National Electrical Code
j. National Electrical Manufacturers Association
k. National Fire Prevention Association
l. Occupational Safety and Health Administration
m. Underwriters Laboratory
n. Building Code of New York State
o. Existing Building Code of New York State
p. Fire Code of New York State
q. Mechanical Code of New York State
r. Plumbing Code of New York State
s. IESNA The Illuminating Engineering Society of North America

2. Local Codes

a. New York State and applicable local county Department of Health Codes

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# SECTION 3
# APPENDICES

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# APPENDIX A

# DISPENSARY FACILITY PLANS

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7 Woodfield Drive
Webster, New York

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Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO | DATE | DESCRIPTION | REV. | CKD |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**SYRACUSE DISPENSARY**
**SITE PLAN**

NOTE:
Unl h lced alte ration or addition to his drawing is a viola ion of the New York State Education Law Article 145, Section 7209.

Project Manager:
K. SWEENEY
Drawn by:
R. HILL
Reviewed by:
R. HILL
Checked by:
J. SIMS, RLA
Date Issued:
AUG 15, 2018
Scale:
1" = 50'

Date

Project Number:
Address:

Drawing Number:

**C104**

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[redacted]

NOTE: THIS FACILITY WILL HAVE A MAXIMUM OCCUPANCY SIGN USING 49 OCCUPANTS MAXIMUM.

SYRACUSE RENOVATION PLAN

SCALE: 1/8"=1'-0"

PROPOSED ELEVATION WITH SIGNAGE

SCALE: NONE

AERIAL SITE SEPARATION PLAN

SCALE: NONE

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7 Woodfield Drive
Webster, New York

Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO. | DATE | DESCRIPTION | REV. | CK'D |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**SYRACUSE RENOVATION PLAN**

NOTE:
Unauthorized alteration or addition to this drawing is a violation of the New York State Education Law Article 145, Section 7209.

Project Manager:
Designed by: D. PARAMI
Drawn by: M. TRIBLEY
Checked by:
Date Released: JUNE 04, 2018
SCALE: AS NOTED
Date
Project Number:
File Name:

Drawing Number:
**A-104**

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# APPENDIX B

# DISPENSARY SITE SEPARATION PLAN

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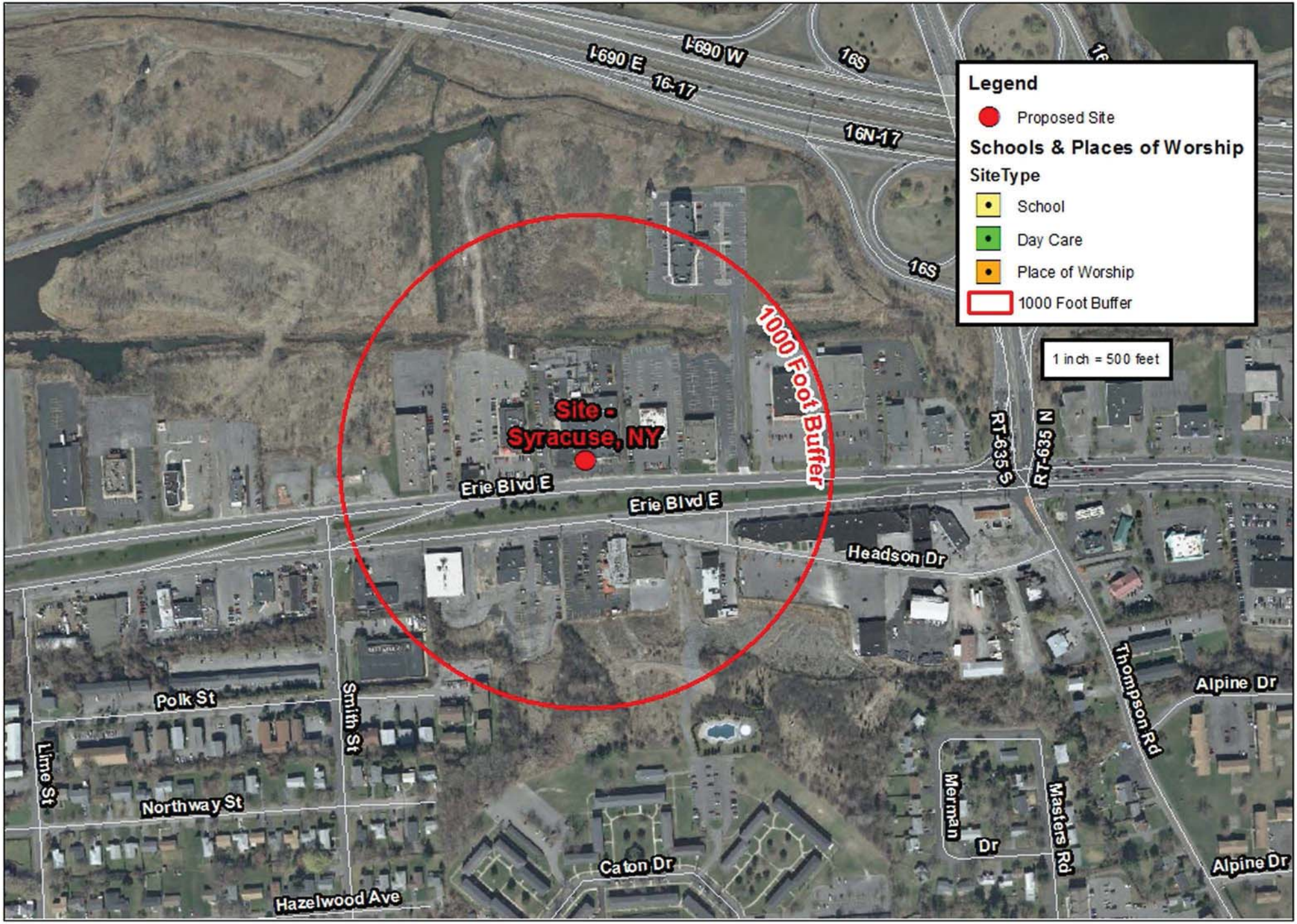


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# 2949 Erie Blvd. Suite 112

## Syracuse, New York 13224

# APPENDIX C

# OUTLINE SPECIFICATIONS

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

Not Subject to Foil

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

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# Appendix B: Architectural Program

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

| **COMPANY INFORMATION** | |
|---|---|
| Business Name: | Great Lakes Medicinals, LLC |
| Facility Type: | Manufacturing Facility ☐ Dispensing Facility ☑ |
| Use and Occupancy Classification: | Group M - Mercantile |
| Building Construction Type and Classification: | Type IIB |
| Facility Address: | 3712 Vestal Parkway // Vestal, New York 13850 |
| Primary Contact Telephone number: | 585-747-2103 |
| ~~Primary Contact Fax number:~~ Email | kodenbach@greatlakesmeds.com |

**PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:**

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

| | |
|---|---|
| ☐ | TOWN BOARD APPROVAL |
| ☑ | PLANNING BOARD APPROVAL (Site plan approval) |
| ☐ | ZONING BOARD OF APPEALS APPROVAL |
| ☑ | PREPARATION OF CONSTRUCTION DOCUMENTS |
| ☑ | BUILDING PERMIT |
| ☐ | BIDDING PHASE |
| ☑ | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)(Negotiation; see schedule) |
| ☑ | COMMENCEMENT OF CONSTRUCTION |
| ☑ | COMPLETION OF CONSTRUCTION |



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# Appendix B – Architectural Program

**PART II – SITE PLAN(S)**

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

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

**PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:**

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

Energy Source:
☑ Natural Gas ☐ Oil ☑ Electric
☐ Solar ☐ Other _____

Engineering Systems: Existing 5 ton HVAC RTU to Remain

☑ Heating System: Type RTU, Size _____ Efficiency _____,
Ventilation Requirements _____

☑ Cooling System: Type RTU., Size 5 ton Efficiency _____,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type RTU, Size _____, Efficiency _____,
Ventilation Requirements _____

☑ Electrical Distribution Available Existing to Remain

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

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

☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,



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# Appendix B – Architectural Program

| **PART IV – BUILDING CODE COMPLIANCE:** (pages 3-13) | |
|---|---|
| CHECK ALL APPLICABLE CODES FOR THE FACILITY | |
| ☑ | 2010 BUILDING CODE OF NYS |
| ☑ | 2010 FIRE CODE OF NYS |
| ☑ | 2010 PLUMBING CODE OF NYS |
| ☑ | 2010 MECHANICAL CODE OF NYS |
| ☐ | 2010 FUEL GAS CODE OF NYS |
| ☐ | 2010 PROPERTY MAINTENANCE CODE OF NYS |
| ☐ | 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS |
| ☐ | 2012 IECC COMMERCIAL PROVISIONS |
| ☑ | 2010 EXISTING BUILDING CODE OF NYS |
| ☑ | NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) |
| ☐ | 2014 NY CITY CONSTRUCTION CODE |
| ☐ | 2008 NY CITY CONSTRUCTION CODE |
| ☐ | 1968 NY CITY CONSTRUCTION CODE |
| ☑ | NFPA 101-06 LIFE SAFETY CODE |
| ☐ | ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES |
| ☐ | OTHER |



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# Appendix B – Architectural Program

| | | | |
|---|---|---|---|
| **Select Project Type:** Check all that apply. Refer to the Existing Building Code for definitions. | ☐ New Building<br>☐ Repair<br>☐ Alteration Level 1<br>☑ Alteration Level 2 | ☐ Alteration Level 3<br>☐ Change of Occupancy<br>☐ Addition<br>☐ Historic Building | ☐ Demolition<br>☐ Chapter 3. Prescriptive Compliance Method<br>☐ Chapter 13. Performance Compliance Method |
| **Select Work Involved:** Check all that apply. | ☑ General Construction<br>☐ Roofing<br>☐ Asbestos Abatement/Environmental<br>☐ Fire Alarm | ☐ Structural<br>☑ Mechanical<br>☑ Plumbing<br>☑ Electrical | ☑ Site Work (parking striping only)<br>☐ Sprinkler e e<br>☐ Elevators<br>☐ Other:_____ |

**CODE COMPLIANCE REVIEW**

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

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

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 1 | Use & Occupancy Classification | 302.1 - 312 | | Use & occupancy of this facility.<br>Identify all applicable materials, class and quantities regarding Table 307.1. | 309.1 Mercantile Group M | 309.1 Mercantile Group M |



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| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 2 | Combustible Storage | 413 | | All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 3 | Hazardous Materials | 414 | | All hazardous materials stored or used as per applicable Building and Fire Codes.<br>Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 4 | Hazardous Materials Control Areas | 414.2 | | Provide additional information indicating number, size, materials stored, and quantity of each material. | NA | |
| 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). | Table 503:<br>Area = 12,500<br>Height = 4 stories | Area = 1,882 SF<br>Height = 1 Story |
| 6 | Incidental Use Areas | 508.2 | | Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans. | NA | |



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| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 7 | Mixed Occupancies | 508.3 | | Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s). | NA | |
| 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). | NA | |
| 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). | NA | |
| 10 | Construction Classification | 602 | | Provide Construction Classification per each building included in Application. | | Type IIB |
| 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. | Table 601 | 0 rating |



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| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 12 | Exterior Wall Fire-Resistance Rating | Table 602 | | Identify required fire resistance rating of exterior walls on Building Plan(s). | | Existing Group M Building |
| 13 | Exterior Fire Separation Distance | Table 602 | | Identify required fire separation distance of exterior walls between Buildings on Plan. | | Existing Group M Building |
| 14 | Fire Walls | 705 | | Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans. | Table 705.5 = 3 hour rating | NA |
| 15 | Fire Barriers | 706 | | Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans. | Table 706.3.9 = 2 hour rating | NA |
| 16 | Shaft Enclosures | 707 | | Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. | NA | |
| 17 | Fire Partitions | 708 | | Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. | NA | |



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| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 18 | Horizontal Assemblies | 711 | | Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans. | NA | |
| 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. | 903.2.6 Group M | Existing Bldg. |
| 20 | Alt. Fire Extinguishing System | 904 | | Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited. | NA | |
| 21 | Standpipe System | 905 | | Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited. | NA | |
| 22 | Fire Alarm & Detection Systems | 907 | | Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned) | 907.2.7 Group M | Existing Bldg. |



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| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 23 | Emergency Alarm System | 908 | | Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited. | | Existing Bldg. |
| 24 | Fire Department Connections | 912 | | Identify Fire Department connections in accordance with NFPA applicable standard. | | Existing Bldg |
| 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. | | Indicated on drawing |
| 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. | Table 1004.1.1 = 30 gross SF per person | Area 1,882 sf / 30 = occupant load of 62 persons. |
| 27 | Egress Width | 1005 | | Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans | Table 1015.1 = 15" per occupant | 60 x 0.15 = 9"<br>2 exits 36" |
| 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. | 1007.1 | Single story with accessible entrance / exit |



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## 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. | 1008.1.1 - minimum 32" | 1 exits 36" wide |
| 30 | Interior Stairs | 1009 | | Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height. | NA | |
| 31 | Ramps | 1010.1 | | Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height. | NA | |
| 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. | | Indicated on drawings |
| 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. | | Indicated on drawings |
| 34 | Corridor Fire Rating | 1017.1 | | Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating. | NA | |



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## 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). | NA | |
| 36 | Dead End Corridor | 1017.3 | | Corridors shall not exceed the maximum dead end corridor length as per applicable code. | NA | |
| 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. | Tables 1019.2 - Group M less than 62 persons = 2 | (2) 36" exits provided |
| 38 | Vertical Exit Enclosures | 1020 | | Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure. | NA | |
| 39 | Exit Passageways | 1021 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway. | NA | |
| 40 | Horizontal Exits | 1022 | | Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit. | NA | |



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## Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 41 | Exterior Exit Ramps & Stairways | 1023 | | Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways. | NA | |
| 42 | Exit Discharge | 1024 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge. | 1024 | Both exits discharge directly to exterior |
| 43 | Accessibility | 1101.1 - 1110 & ICC/A117. 1(03) | | Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons. | | Indicated on drawings |
| 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). | NA | Existing Bldg. |
| 45 | Emergency & Standby Power | 2702.1 | | Identify emergency & Standby Power locations and specifications of the system to be provided. | NA | Existing Bldg. |
| 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. | NA | Existing Bldg. |



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## Appendix B – Architectural Program

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|---|---|---|---|---|---|---|
| 47 | Plumbing Fixture Count | 2902.1 | | Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s). | Table 2902.1:<br>WC Male = 1/500 | Indicated on drawings |
| 48 | Available Street Water Pressure | | | Provide the available street or well water pressure. | | Existing |
| 49 | Fire Apparatus Access Road | FC503.1 | | Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes. | | Existing Bldg. |



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## Conceptual Design Report

# MEDICAL MARIJUANA PROGRAM FOR GREAT LAKES MEDICINAL

**Dispensary Facility:**
**Brighton, New York**

June 2, 2015

**PREPARED BY:**
**Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.**

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# SECTION 1
# PROJECT DESCRIPTION

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# 1. PROJECT DESCRIPTION

## 1.1 DISPENSARY FACILITY GENERAL SCOPE OF WORK

**1.1.1 Building Use Description**: The proposed Vestal dispensary will be located in an existing 2,000 sf retail building and meets the New York State separation requirements (see Appendix B). No exterior changes are planned for this suite except for minimal new parking striping and exterior signage which will consist of a simple white text sign on the existing facade (see Appendix A). This location offers easy access from two hospitals and the southern tier expressway. Proposed interior renovations are described below.

**1.1.2 Primary Utilities:**

1.1.2.1 Electrical: Existing electrical service to building shall be maintained.
1.1.2.2 Water: Existing municipal water service to the building shall be maintained.
1.1.2.3 Sanitary Waste: Existing municipal sanitary sewer service to the building shall be maintained.
1.1.2.4 Storm: Existing storm water system at the building shall be maintained.
1.1.2.5 Natural Gas: Existing public utility natural gas service to the building shall be maintained.
1.1.2.6 Fire protection: Existing municipal water service to the fire protection system shall be maintained.

**1.1.3 Civil/Site:**

The proposed Dispensary is located in an existing single tenant building at 3712 Vestal Parkway East, Vestal, NY. The Binghamton Dispensary Site Plan C105 shows the entire site and the building. The existing site has 15 parking spaces. The Town of Vestal Zoning code requires 1 space per 125 square feet of building area. This existing building is 2,000 sf therefore, 16 spaces are required. The site plan indicates adding striping to the existing pavement to add one more parking space. The site is accessed by one two-way driveway along Highland Drive which is off of Vestal Parkway East, NYS Route 434. The front door for the Dispensary will be on the north face of the building facing Vestal Parkway East. Loading and unloading of goods will be through a door on the west side of the building. The handicap accessible route and fire lanes have been indicated on the site plan. The green space coverage for the site is 10%.

**1.1.4 Architectural:**

a. Demolition:

1. Interior non-load bearing partitions to suit the proposed layout.
2. Floor and wall finishes will be removed as required for the proposed use of specific room functions of the tenant space.

b. Proposed Renovation:

1. New walls will be constructed of minimum 20 gage stud framing, with mold and moisture resistant gypsum board to receive a painted finish.
    a) Walls which separate patron spaces from the operational spaces shall be full height, floor to roof above.
    b) Walls enclosing the safe room will have its framing at 8” o.c. and finished with abuse resistant gypsum board on the unsecure side.

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2. Newly constructed elements will meet accessibility requirements. Existing restroom facilities will receive accessibility upgrades to the greatest extent possible.
3. Finishes will be selected based upon the proposed use of the individual spaces.
4. New, commercial quality, acoustic lay-in ceiling systems will be provided suiting the interior space layout.

**1.1.5 Structural**

a. No work planned.

**1.1.6 Plumbing and Piping**

a. Proposed Renovation:
   1. Provide new plumbing fixtures, service piping, and sanitary and vent piping as required to accommodate proposed layout.

**1.1.7 Heating, Ventilation and Air Conditioning**

a. Demolition:
   1. Demolish existing duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.
b. Proposed Renovation:
   1. Provide new duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.

**1.1.8 Electrical**

1. **Power Distribution System:** The existing characteristics of the interior electrical distribution system of the dispensary buildings is anticipated to be a 225 amp panel @ 208Y/120 volt, 3-phase, 4-wire, 60 Hz. This panel will distribute power throughout the space to lighting, receptacles and other ancillary office equipment
   a. Demolition:
      1. HVAC and plumbing equipment being demolished shall have their power connections demolished back to source.
      2. General receptacle and miscellaneous power connections in the way of new construction shall be demolished back to source if they are not intended to be reused in the new construction.

   b. Proposed Renovation:
      1. Provide connections to any new equipment associated with the renovated spaces.
      2. Provide general receptacle and miscellaneous power connections throughout the renovated spaces.

2. **Branch Circuit Wiring:** Wiring systems shall consist of insulated copper conductors installed in raceways. Electrical metallic tubing (EMT) shall be utilized in interior dry locations. Galvanized rigid steel (GRS) or intermediate metallic conduit (IMC) shall be utilized in wet or damp locations and where subject to physical damage. Service entrance cables, feeders and branch circuit conductors shall be copper. Exterior conduits shall be schedule 80 PVC.

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Branch circuit wiring run in dry locations shall have dual rated THHN/THWN insulation rated for 600 volts. Feeder conductors and branch circuit wiring in exterior locations shall have XHHW insulation rated for 600 volts. Minimum size conductors shall be #12 AWG. Conductors for branch circuitry shall be sized to prevent voltage drop exceeding 3% at the farthest outlet of power, heating, and lighting loads, or combinations of such loads.

a. Demolition:
    1. Demolish existing branch circuitry included but not limited to conduit, wire and support devices through the renovated portions of the space.
b. Proposed Renovation:
    1. Provide branch circuitry to serve any new equipment throughout the renovated portions of the space.
    2. Provide branch circuitry to serve office and general power equipment throughout the renovated portions of the space.

3. **Lighting Systems:** The existing lighting systems within the facility will be replaced to accommodate the proposed layout. The existing fixtures shall be demolished and new installed. The lamp source for office areas, private offices, conference rooms and similar such areas shall have linear fluorescent lighting as well as LED lights. Linear lamps shall be T-8, T-5 or T-5HO, with a corrected color temperature (CCT) of 4,100 degree K and minimum CRI of +85. Fluorescent lamps specified for the facility shall be of the low mercury type. The office spaces will have lensed volumetric lights providing uniform lighting throughout the space. The latest energy code shall be complied with for lighting controls throughout the renovated spaces. Emergency Egress and LED exit lighting shall be provided for exits and path of egress as required by NFPA 101, Life Safety Code. Emergency lighting shall be powered by batteries and an inverter system.

    a. Demolition:
        1. Demolish existing light fixture throughout the renovated portions of the building.
        2. Demolish existing lighting controls associated with the demolished lights throughout the renovated portions of the renovated portions of the building.
    b. Proposed Renovations:
        1. Provide new general lighting and associated controls in compliance with latest version of NYS energy code throughout the renovated portions of the building
        2. Provide new exit and egress lighting throughout the renovated portions of the building.

4. **Fire Alarm System:** The facility will be provided with a complete automatic addressable fire alarm and detection system designed, installed and tested in accordance with the requirements of NFPA 72. Manual activation of the fire alarm system will be from manual pull stations located within 5 feet of all building exits. Automatic activation will occur from smoke, heat, and duct detectors located throughout the facility in the required areas. Audible

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notification devices for both the fire alarm system will be speakers. Visual notification devices for the fire alarm system will be clear strobes.

a. Demolition:
   1. Demolish existing fire alarm system components in the renovated suite.
b. Proposed Renovation:
   1. Provide new fire alarm and fire alarm devices throughout the renovated suite.

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

**6.**

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# SECTION 2
# BASIS OF DESIGN – TECHNICAL CRITERIA

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# 2 BASIS OF DESIGN – TECHNICAL CRITERIA

## 2.1 CODES AND STANDARDS

1. The latest edition of the codes, orders, standards, and guides referred to in this section will be followed.

1.2 Codes, Standards and Guides

a. American Concrete Institute
b. American National Standards Institute
c. American Society of Mechanical Engineers
d. American Society for Testing Materials Standards
e. American Water Works Association
f. American Welding Society
g. Factory Mutual
h. IEEE Institute for Electrical and Electronic Engineers
i. National Electrical Code
j. National Electrical Manufacturers Association
k. National Fire Prevention Association
l. Occupational Safety and Health Administration
m. Underwriters Laboratory
n. Building Code of New York State
o. Existing Building Code of New York State
p. Fire Code of New York State
q. Mechanical Code of New York State
r. Plumbing Code of New York State
s. IESNA The Illuminating Engineering Society of North America

2. Local Codes

a. New York State and applicable local county Department of Health Codes

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# SECTION 3
# APPENDICES

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# APPENDIX A

# DISPENSARY FACILITY PLANS

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7 Woodfield Drive
Webster, New York

Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO | DATE | DESCRIPTION | REV | CKD |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**VESTAL DISPENSARY**
**SITE PLAN**

NOTE:
Unauthorized alteration or addition to this drawing is a violation of the New York State Education Law Article 145, Section 7209

Project Manager:
K. SWEENEY

Drawn by:
R. HILL

Reviewed by:
K. SWEENEY

Checked by:
J. [illegible], RLA

Date Issued:
AUGUST 2018

Scale:
1" = 10'

Date

Project Number:
[illegible]

Project Name:
[illegible]

Drawing Number:

**C105**

Sheet 5 of 8

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

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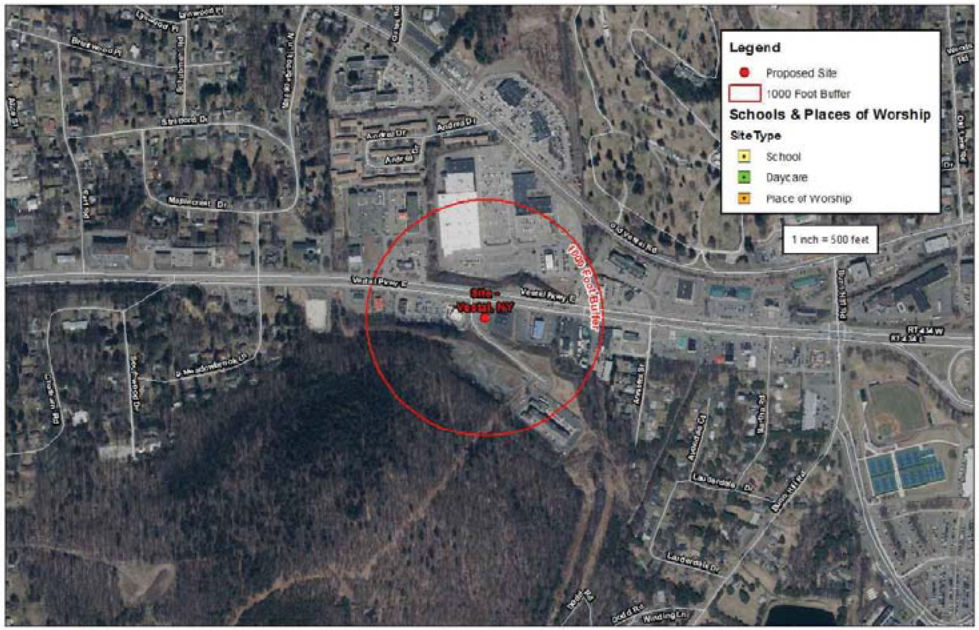
[redacted]

VESTAL RENOVATION PLAN

SCALE: 1/8"=1'-0"

PROPOSED ELEVATION WITH SIGNAGE

SCALE: NONE




AERIAL SITE SEPARATION PLAN

SCALE: NONE

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200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO. | DATE | DESCRIPTION | REV. | CK'D |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**VESTAL RENOVATION PLAN**

NOTE:
Unauthorized alteration or addition to this drawing is a violation of the New York State Education Law Article 145, Section 7209.

Project Manager:
Designed by: D. PARAMI
Drawn by: M. TINSLEY
Checked by:
Date Issued: JUNE 04, 2018
SCALE: AS NOTED
Date
Project Number: File Name:

Drawing Number:
**A-105**

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# APPENDIX B

# DISPENSARY SITE SEPARATION PLAN

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# 3712 Vestal Parkway East
## Vestal, New York 13850

# APPENDIX C

# OUTLINE SPECIFICATIONS

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# Appendix B: Architectural Program

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

| **COMPANY INFORMATION** | |
|---|---|
| Business Name: | Great Lakes Medicinals, LLC |
| Facility Type: | Manufacturing Facility ☐ Dispensing Facility ☑ |
| Use and Occupancy Classification: | Group M - Mercantile |
| Building Construction Type and Classification: | Type IIB |
| Facility Address: | 1 Pier Pointe Street // Yonkers, New York 10701 |
| Primary Contact Telephone number: | 585-747-2103 |
| ~~Primary Contact Fax number:~~ Email | kodenbach@greatlakesmeds.com |

**PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE:**

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

| | |
|---|---|
| ☐ | TOWN BOARD APPROVAL |
| ☑ | PLANNING BOARD APPROVAL (Administrative zoning compliance determination for planned mixed use district) |
| ☐ | ZONING BOARD OF APPEALS APPROVAL |
| ☐ | PREPARATION OF CONSTRUCTION DOCUMENTS |
| ☑ | BUILDING PERMIT |
| ☐ | BIDDING PHASE |
| ☑ | CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply) (Negotiation; see schedule) |
| ☑ | COMMENCEMENT OF CONSTRUCTION |
| ☑ | COMPLETION OF CONSTRUCTION |



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# Appendix B – Architectural Program

**PART II – SITE PLAN(S)**

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

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

**PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:**

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

Energy Source:

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

Engineering Systems:

☑ Heating System: Type _____, Size_____ Efficiency _____,
Ventilation Requirements Existing HVAC RTU to Remain

☑ Cooling System: Type _____, Size_____ Efficiency _____,
Ventilation Requirements Existing HVAC RTU to Remain

☑ Ventilation & Humidification Systems:
Type _____, Size_____, Efficiency _____,
Ventilation Requirements Existing HVAC RTU to Remain

☑ Electrical Distribution Available Existing to Remain

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

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

☐ Emergency Power System:
Type _____, Size_____ Efficiency _____,



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# Appendix B – Architectural Program

| **PART IV – BUILDING CODE COMPLIANCE:** (pages 3-13) | |
|---|---|
| CHECK ALL APPLICABLE CODES FOR THE FACILITY | |
| ☑ | 2010 BUILDING CODE OF NYS |
| ☑ | 2010 FIRE CODE OF NYS |
| ☑ | 2010 PLUMBING CODE OF NYS |
| ☑ | 2010 MECHANICAL CODE OF NYS |
| ☐ | 2010 FUEL GAS CODE OF NYS |
| ☐ | 2010 PROPERTY MAINTENANCE CODE OF NYS |
| ☐ | 2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS |
| ☐ | 2012 IECC COMMERCIAL PROVISIONS |
| ☑ | 2010 EXISTING BUILDING CODE OF NYS |
| ☑ | NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version) |
| ☐ | 2014 NY CITY CONSTRUCTION CODE |
| ☐ | 2008 NY CITY CONSTRUCTION CODE |
| ☐ | 1968 NY CITY CONSTRUCTION CODE |
| ☑ | NFPA 101-06 LIFE SAFETY CODE |
| ☐ | ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES |
| ☐ | OTHER |



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# Appendix B – Architectural Program

| | | | |
|---|---|---|---|
| **Select Project Type:** Check all that apply. Refer to the Existing Building Code for definitions. | ☐ New Building<br>☐ Repair<br>☐ Alteration Level 1<br>☑ Alteration Level 2 | ☐ Alteration Level 3<br>☐ Change of Occupancy<br>☐ Addition<br>☐ Historic Building | ☐ Demolition<br>☐ Chapter 3. Prescriptive Compliance Method<br>☐ Chapter 13. Performance Compliance Method |
| **Select Work Involved:** Check all that apply. | ☑ General Construction<br>☐ Roofing<br>☐ Asbestos Abatement/Environmental<br>☐ Fire Alarm | ☐ Structural<br>☑ Mechanical<br>☑ Plumbing<br>☑ Electrical | ☐ Site Work<br>☐ Sprinkler<br>☐ Elevators<br>☐ Other:_____ |

**CODE COMPLIANCE REVIEW**

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

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

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 1 | Use & Occupancy Classification | 302.1 - 312 | | Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1. | 309.1 Mercantile Group M | 309.1 Mercantile Group M |



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## Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 2 | Combustible Storage | 413 | | All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 3 | Hazardous Materials | 414 | | All hazardous materials stored or used as per applicable Building and Fire Codes.<br>Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements. | NA | |
| 4 | Hazardous Materials Control Areas | 414.2 | | Provide additional information indicating number, size, materials stored, and quantity of each material. | NA | |
| 5 | Building Area & Height | 501-507 | | Provide the building area & height<br>Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s). | Table 503:<br>Area = 12,500<br>Height = 4 stories | Area = 1,900SF<br>Height = 1 Story |
| 6 | Incidental Use Areas | 508.2 | | Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans. | NA | |



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## 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). | NA | |
| 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). | NA | |
| 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). | NA | |
| 10 | Construction Classification | 602 | | Provide Construction Classification per each building included in Application. | Table 601 | Type IIB |
| 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. | Table 601 | 0 rating |



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## 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). | | Existing Group M Building |
| 13 | Exterior Fire Separation Distance | Table 602 | | Identify required fire separation distance of exterior walls between Buildings on Plan. | | Existing Group M Building |
| 14 | Fire Walls | 705 | | Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans. | Table 705.5 = 3 hour rating | NA |
| 15 | Fire Barriers | 706 | | Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans. | Table 706.3.9 = 2 hour rating | NA |
| 16 | Shaft Enclosures | 707 | | Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans. | NA | |
| 17 | Fire Partitions | 708 | | Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans. | 708.1.3 Tenant separation | Existing bldg with exist tenant separation. All Group M |



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## 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. | NA | |
| 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. | 903.2.6 Group M | Existing Bldg. |
| 20 | Alt. Fire Extinguishing System | 904 | | Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited. | NA | |
| 21 | Standpipe System | 905 | | Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited. | NA | |
| 22 | Fire Alarm & Detection Systems | 907 | | Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☐ Hardwired (zoned) | 907.2.7 Group M | Existing Bldg. |



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## 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. | NA | |
| 24 | Fire Department Connections | 912 | | Identify Fire Department connections in accordance with NFPA applicable standard. | | Existing Bldg |
| 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. | | Indicated on drawing |
| 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. | Table 1004.1.1 = 30 gross SF per person | Area 1,900 sf / 30 = occupant load of 63 persons |
| 27 | Egress Width | 1005 | | Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans | Table 1015.1 = 15" per occupant | 63x 0.15 = 9.5"<br>2 exits both 36" |
| 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. | 1007.1 | Single story with accessible entrance / exit |



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## 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. | 1008.1.1 - minimum 32" | 2 exits both 36" |
| 30 | Interior Stairs | 1009 | | Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height. | NA | |
| 31 | Ramps | 1010.1 | | Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height. | NA | |
| 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. | | Indicated on drawings |
| 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. | | Indicated on drawings |
| 34 | Corridor Fire Rating | 1017.1 | | Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating. | NA | |



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## 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). | NA | |
| 36 | Dead End Corridor | 1017.3 | | Corridors shall not exceed the maximum dead end corridor length as per applicable code. | NA | |
| 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. | Tables 1019.1 - 1 to 500 occupants = 2 exits | (2) exits both 36" |
| 38 | Vertical Exit Enclosures | 1020 | | Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure. | NA | |
| 39 | Exit Passageways | 1021 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway. | NA | |
| 40 | Horizontal Exits | 1022 | | Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit. | NA | |



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## Appendix B – Architectural Program

| No. | Topic | NYS Building Code Section | Other Code[1] (as Stated Above) & Section | Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s) | Required Code Value[2] /Allowed Code Value | Facility's Actual Value[3] |
|---|---|---|---|---|---|---|
| 41 | Exterior Exit Ramps & Stairways | 1023 | | Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways. | NA | |
| 42 | Exit Discharge | 1024 | | Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge. | 1024 | Both exits discharge directly to exterior |
| 43 | Accessibility | 1101.1 - 1110 & ICC/A117. 1(03) | | Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons. | | Indicated on drawings |
| 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). | NA | Existing Bldg. |
| 45 | Emergency & Standby Power | 2702.1 | | Identify emergency & Standby Power locations and specifications of the system to be provided. | NA | Existing Bldg. |
| 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. | NA | Existing Bldg. |



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## 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). | Table 2902.1: WC Male = 1/500 | Indicated on drawings |
| 48 | Available Street Water Pressure | | | Provide the available street or well water pressure. | | Existing |
| 49 | Fire Apparatus Access Road | FC503.1 | | Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes. | | Existing Bldg. |



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## Conceptual Design Report

# MEDICAL MARIJUANA PROGRAM FOR GREAT LAKES MEDICINAL

**Dispensary Facility:**
**Brighton, New York**

June 2, 2015

**PREPARED BY:**
**Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.**

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# SECTION 1
# PROJECT DESCRIPTION

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# 1. PROJECT DESCRIPTION

## 1.1 DISPENSARY FACILITY GENERAL SCOPE OF WORK

**1.1.1 Building Use Description**: The proposed Yonkers dispensary will be located in an existing 1,991 sf retail facility and meets the New York State separation requirements (see Appendix B). This retail space represents one suite in a planned multi-use development. No exterior changes are planned for this suite except for exterior signage which will consist of a simple white text sign on the existing glazing (see Appendix A). This location offers easy access from several transportation venues. Proposed interior renovations are described below.

**1.1.2 Primary Utilities:**

1.1.2.1 Electrical: Existing electrical service to building shall be maintained.
1.1.2.2 Water: Existing municipal water service to the building shall be maintained.
1.1.2.3 Sanitary Waste: Existing municipal sanitary sewer service to the building shall be maintained.
1.1.2.4 Storm: Existing storm water system at the building shall be maintained.
1.1.2.5 Natural Gas: Existing public utility natural gas service to the building shall be maintained.
1.1.2.6 Fire protection: Existing municipal water service to the fire protection system shall be maintained.

**1.1.3 Civil/Site:**

The proposed Dispensary will be located in an existing multi-tenated building at 1 Pier Pointe Street, Yonkers, NY. The Yonkers Dispensary Site Plan, C102, shows the entire site and multi-tenated building. The existing site has 9 public parking spaces that are metered along the proposed store front. There are additional at grade private parking and a parking deck to the rear of the building. The private parking is accessed from a driveway, which is controlled by a traffic gate, along Pierpointe Street. The handicap accessible route and fire lanes have been indicated on the site plan. Loading and unloading of goods will be through a door on the south wall of the dispensary at the rear of building which will be accessed from the private parking lot. The green space coverage for the site is 7%.

**1.1.4 Architectural:**

a. Demolition:
    1. Interior non-load bearing partitions to suit the proposed layout.
    2. Floor and wall finishes will be removed as required for the proposed use of specific room functions of the tenant space.

b. Proposed Renovation:
    1. New walls will be constructed of minimum 20 gage stud framing, with mold and moisture resistant gypsum board to receive a painted finish.
        a) Walls which separate patron spaces from the operational spaces shall be full height, floor to roof above.
        b) Walls enclosing the safe room will have its framing at 8” o.c. and finished with abuse resistant gypsum board on the unsecure side.

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2. Newly constructed elements will meet accessibility requirements. Existing restroom facilities will receive accessibility upgrades to the greatest extent possible.
3. Finishes will be selected based upon the proposed use of the individual spaces.
4. New, commercial quality, acoustic lay-in ceiling systems will be provided suiting the interior space layout.

**1.1.5 Structural**

a. No work planned.

**1.1.6 Fire Protection**

a. Demolition:
   1. Demolish existing sprinkler heads and branch piping as required to accommodate proposed floor plan.
b. Proposed Renovation:
   1. Provide new sprinkler branch piping and sprinkler heads as required to accommodate proposed floor plan.

**1.1.7 Plumbing and Piping**

a. Proposed Renovation:
   1. Provide new plumbing fixtures, service piping, and sanitary and vent piping as required to accommodate proposed layout.

**1.1.8 Heating, Ventilation and Air Conditioning**

a. Demolition:
   1. Demolish existing duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.
b. Proposed Renovation:
   1. Provide new duct branches, insulation, diffusers, return grilles, thermostats and associated control wiring as required to accommodate the proposed floor plan.

**1.1.9 Electrical**

1. **Power Distribution System:** The existing characteristics of the interior electrical distribution system of the dispensary buildings is anticipated to be a 225 amp panel @ 208Y/120 volt, 3-phase, 4-wire, 60 Hz. This panel will distribute power throughout the space to lighting, receptacles and other ancillary office equipment
   a. Demolition:
      1. HVAC and plumbing equipment being demolished shall have their power connections demolished back to source.
      2. General receptacle and miscellaneous power connections in the way of new construction shall be demolished back to source if they are not intended to be reused in the new construction.
   b. Proposed Renovation:
      1. Provide connections to any new equipment associated with the renovated spaces.
      2. Provide general receptacle and miscellaneous power connections throughout the renovated spaces.

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2. **Branch Circuit Wiring:** Wiring systems shall consist of insulated copper conductors installed in raceways. Electrical metallic tubing (EMT) shall be utilized in interior dry locations. Galvanized rigid steel (GRS) or intermediate metallic conduit (IMC) shall be utilized in wet or damp locations and where subject to physical damage. Service entrance cables, feeders and branch circuit conductors shall be copper. Exterior conduits shall be schedule 80 PVC. Branch circuit wiring run in dry locations shall have dual rated THHN/THWN insulation rated for 600 volts. Feeder conductors and branch circuit wiring in exterior locations shall have XHHW insulation rated for 600 volts. Minimum size conductors shall be #12 AWG. Conductors for branch circuitry shall be sized to prevent voltage drop exceeding 3% at the farthest outlet of power, heating, and lighting loads, or combinations of such loads.

    c. Demolition:
        2. Demolish existing branch circuitry included but not limited to conduit, wire and support devices through the renovated portions of the space.
    d. Proposed Renovation:
        2. Provide branch circuitry to serve any new equipment throughout the renovated portions of the space.
        3. Provide branch circuitry to serve office and general power equipment throughout the renovated portions of the space.

3. **Lighting Systems:** The existing lighting systems within the facility will be replaced to accommodate the proposed layout. The existing fixtures shall be demolished and new installed. The lamp source for office areas, private offices, conference rooms and similar such areas shall have linear fluorescent lighting as well as LED lights. Linear lamps shall be T-8, T-5 or T-5HO, with a corrected color temperature (CCT) of 4,100 degree K and minimum CRI of +85. Fluorescent lamps specified for the facility shall be of the low mercury type. The office spaces will have lensed volumetric lights providing uniform lighting throughout the space. The latest energy code shall be complied with for lighting controls throughout the renovated spaces. Emergency Egress and LED exit lighting shall be provided for exits and path of egress as required by NFPA 101, Life Safety Code. Emergency lighting shall be powered by batteries and an inverter system.
    a. Demolition:
        1. Demolish existing light fixture throughout the renovated portions of the building.
        2. Demolish existing lighting controls associated with the demolished lights throughout the renovated portions of the renovated portions of the building.
    b. Proposed Renovations:
        1. Provide new general lighting and associated controls in compliance with latest version of NYS energy code throughout the renovated portions of the building
        2. Provide new exit and egress lighting throughout the renovated portions of the building.

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4. **Fire Alarm System:** The facility will be provided with a complete automatic addressable fire alarm and detection system designed, installed and tested in accordance with the requirements of NFPA 72. Manual activation of the fire alarm system will be from manual pull stations located within 5 feet of all building exits. Automatic activation will occur from smoke, heat, and duct detectors located throughout the facility in the required areas. Audible notification devices for both the fire alarm system will be speakers. Visual notification devices for the fire alarm system will be clear strobes.

    a. Demolition:
        1. Demolish existing fire alarm system components in the renovated suite.
    b. Proposed Renovation:
        1. Provide new fire alarm and fire alarm devices throughout the renovated suite.

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

6.

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# SECTION 2
# BASIS OF DESIGN – TECHNICAL CRITERIA

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# 2 BASIS OF DESIGN – TECHNICAL CRITERIA

## 2.1 CODES AND STANDARDS

1. The latest edition of the codes, orders, standards, and guides referred to in this section will be followed.

1.2 Codes, Standards and Guides

a. American Concrete Institute
b. American National Standards Institute
c. American Society of Mechanical Engineers
d. American Society for Testing Materials Standards
e. American Water Works Association
f. American Welding Society
g. Factory Mutual
h. IEEE Institute for Electrical and Electronic Engineers
i. National Electrical Code
j. National Electrical Manufacturers Association
k. National Fire Prevention Association
l. Occupational Safety and Health Administration
m. Underwriters Laboratory
n. Building Code of New York State
o. Existing Building Code of New York State
p. Fire Code of New York State
q. Mechanical Code of New York State
r. Plumbing Code of New York State
s. IESNA The Illuminating Engineering Society of North America

2. Local Codes

a. New York State and applicable local county Department of Health Codes

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# SECTION 3
# APPENDICES

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# APPENDIX A

# DISPENSARY FACILITY PLANS

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7 Woodfield Drive
Webster, New York

Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO | DATE | DESCRIPTION | REV | CKD |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**YONKERS DISPENSARY**
**SITE PLAN**

NOTE:
Unauthorized alteration or addition to this drawing is a violation of the New York State Education Law Article 145, Section 7209

Project Manager: C. BERGERT
Designed by: A. RAY
Drawn by: A. RAY
Checked by: J. [illegible], RLA
Date Issued: [illegible]
Scale: 1" = 60'

Project Number: [illegible]
File Name: [illegible]

Drawing Name on:

**C102**

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[redacted]

YONKERS RENOVATION PLAN

SCALE: 1/8"=1'-0"

PROPOSED ELEVATION WITH SIGNAGE

SCALE: NONE

AERIAL SITE SEPARATION PLAN

SCALE: NONE

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GREAT LAKES MEDICINALS

7 Woodfield Drive
Webster, New York

Bergmann associates
architects // engineers // planners

28 East Main Street
200 First Federal Plaza
Rochester, New York 14614-1909

office: 585.232.5135
fax: 585.232.4652

www.bergmannpc.com

REVISIONS

| NO. | DATE | DESCRIPTION | REV. | CK'D |
|---|---|---|---|---|

CONCEPTUAL DESIGN

**YONKERS RENOVATION PLAN**

NOTE:
Unauthorized alteration or addition to this drawing is a violation of the New York State Education Law Article 145, Section 7209.

Project Manager:
Designed by: D. PARAMI
Drawn by: M. TINSLEY
Checked by:
Date Issued: JUNE 04, 2018
Scale:
Date
Project Number: File Name:

Drawing Number:
**A-102**

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# APPENDIX B

# DISPENSARY SITE SEPARATION PLAN

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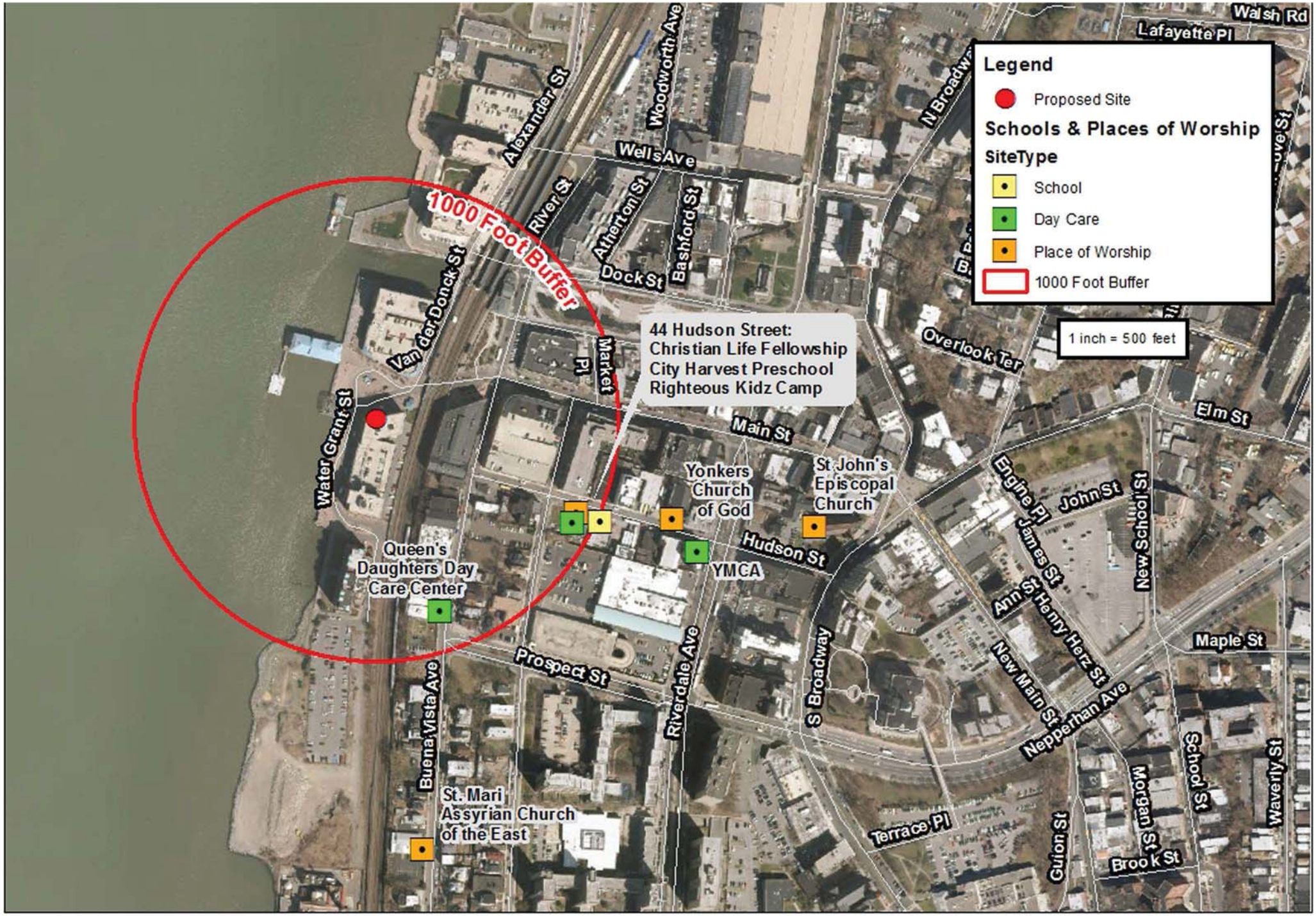


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# 1 Pier Pointe Street
## Yonkers, New York 10704

# APPENDIX C

# OUTLINE SPECIFICATIONS

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GREAT LAKES

MEDICINALS

# FORM DOH-5138

New York State Application

NEW YORK STATE | Department of Health

**Medical Marijuana Program**
Application for Registration as a Registered Organization

## Section A: Business Entity Information

| | | |
|---|---|---|
| 1. Business Name: Great Lakes Medicinals LLC | | |
| 2. Organization Type (choose one):<br>☑ For-profit<br>☐ Non-profit | 3. Business Type (choose one):<br>☐ Corporation<br>☐ Sole Proprietorship<br>☐ Limited Partnership<br>☐ Other:<br>☑ Limited Liability Company<br>☐ General Partnership | |
| 4. Phone: 585-747-2103 | 5. Fax: | 6. Email: kodenbach@greatlakesmeds.com |
| 7. Business Address: 7 Woodfield Drive | | |
| 8. City: Webster | 9. State: NY | 10. ZIP Code: 14580 |
| 11. Mailing Address (if different than Business Address): | | |
| 12. City: | 13. State: | 14. ZIP Code: |

## Section B: Primary Contact Information

| | | |
|---|---|---|
| 15. Name: Kurt Odenbach | | 16. Title: President & General Counsel |
| 17. Phone: 585-747-2103 | 18. Fax: | 19. Email: kodenbach@greatlakesmeds.com |
| 20. Mailing Address: 7 Woodfield Drive | | |
| 21. City: Webster | 22. State: NY | 23. ZIP Code: 14580 |

## Section C: Proposed Manufacturing Facility Information

| | | |
|---|---|---|
| 24. Proposed Facility Name: Eastman Kodak Business Park | | |
| 25. Proposed Facility Address: 1669 Lake Ave Building 350 | | |
| 26. City: Rochester | 27. State: **NY** | 28. ZIP Code: 14652 |
| 29. County:<br>Monroe County | 30. Property Status (choose one):<br>☐ Owned by the applicant<br>☑ Leased by the applicant<br>☐ Other:<br>**If you checked "Other" above, describe the property status in the field provided.** | |

31. Proposed Hours of Operation:

| | | | |
|---|---|---|---|
| Monday: | 8:00AM to 5:00PM | Friday: | 8:00AM to 5:00PM |
| Tuesday: | 8:00AM to 5:00PM | Saturday: | 8:00AM to 5:00PM |
| Wednesday: | 8:00AM to 5:00PM | Sunday: | 8:00AM to 5:00PM |
| Thursday: | 8:00AM to 5:00PM | | |

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

| | | |
|---|---|---|
| 32. Proposed Facility Name: | | |
| 33. Proposed Facility Address: | | |
| 34. City: | 35. State: **NY** | 36. ZIP Code: |
| 37. County: | 38. Property Status (choose one):<br>☐ Owned by the applicant<br>☐ Leased by the applicant<br>☐ Other:<br>**If you checked "Other" above, describe the property status in the field provided.** | |

39. Proposed Hours of Operation:

| | | | |
|---|---|---|---|
| Monday: | to | Friday: | to |
| Tuesday: | to | Saturday: | to |
| Wednesday: | to | Sunday: | to |
| Thursday: | to | | |

## Section D: Proposed Dispensing Facility #1 Information

| | | |
|---|---|---|
| 40. Proposed Facility Name: Rochester Dispensary | | |
| 41. Proposed Facility Address: 26 Corporate Woods Suite 14 &16 | | |
| 42. City: Rochester | 43. State: **NY** | 44. ZIP Code: 14623 |
| 45. County:<br>Monroe County | 46. Property Status (choose one):<br>☐ Owned by the applicant<br>☑ Leased by the applicant<br>☐ Other:<br>**If you checked "Other" above, describe the property status in the field provided.** | |

47. Proposed Hours of Operation:

| | | | |
|---|---|---|---|
| Monday: | 9:00AM to 7:00PM | Friday: | 9:00AM to 7:00PM |
| Tuesday: | 9:00AM to 7:00PM | Saturday: | 9:00AM to 7:00PM |
| Wednesday: | 9:00AM to 7:00PM | Sunday: | 9:00AM to 7:00PM |
| Thursday: | 9:00AM to 7:00PM | | |

## Section E: Proposed Dispensing Facility #2 Information

| | | |
|---|---|---|
| 48. Proposed Facility Name: Syracuse Dispensary | | |
| 49. Proposed Facility Address: 2947 Erie Boulevard East Suite 112 | | |
| 50. City: Syracuse | 51. State: **NY** | 52. ZIP Code: 13224 |
| 53. County:<br>Onondaga County | 54. Property Status (choose one):<br>☐ Owned by the applicant<br>☑ Leased by the applicant<br>☐ Other:<br>**If you checked "Other" above, describe the property status in the field provided.** | |

55. Proposed Hours of Operation:

| | | | |
|---|---|---|---|
| Monday: | 9:00AM to 7:00PM | Friday: | 9:00AM to 7:00PM |
| Tuesday: | 9:00AM to 7:00PM | Saturday: | 9:00AM to 7:00PM |
| Wednesday: | 9:00AM to 7:00PM | Sunday: | 9:00AM to 7:00PM |
| Thursday: | 9:00AM to 7:00PM | | |

## Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Binghamton Dispensary

57. Proposed Facility Address: 3712 Vestal Parkway

| 58. City: Vestal (Binghamton) | 59. State: **NY** | 60. ZIP Code: 13850 |
|---|---|---|

61. County: Broome County

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

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

63. Proposed Hours of Operation:

| | | | |
|---|---|---|---|
| Monday: | 9:00AM to 7:00PM | Friday: | 9:00AM to 7:00PM |
| Tuesday: | 9:00AM to 7:00PM | Saturday: | 9:00AM to 7:00PM |
| Wednesday: | 9:00AM to 7:00PM | Sunday: | 9:00AM to 7:00PM |
| Thursday: | 9:00AM to 7:00PM | | |

## Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Yonkers Dispensary

65. Proposed Facility Address: 1 Pier Pointe Street

| 66. City: Yonkers | 67. State: **NY** | 68. ZIP Code: 10701 |
|---|---|---|

69. County: Westchester County

70. Property Status (choose one):
- ☐ Owned by the applicant
- ☐ Leased by the applicant
- ☑ Other: Letter of Intent to Lease

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

71. Proposed Hours of Operation:

| | | | |
|---|---|---|---|
| Monday: | 9:00AM to 7:00PM | Friday: | 9:00AM to 7:00PM |
| Tuesday: | 9:00AM to 7:00PM | Saturday: | 9:00AM to 7:00PM |
| Wednesday: | 9:00AM to 7:00PM | Sunday: | 9:00AM to 7:00PM |
| Thursday: | 9:00AM to 7:00PM | | |

## Section H: Legal Disclosures

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

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

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

OR

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

☑Yes ☐No

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

74.

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

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

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

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

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

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

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

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

## Section I: Required Attachments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section J: Attestation and Signature

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

95. Signature: ►

96. Date Signed: June 1, 2015

97. Print Name: John M. Odenbach

**The application must include a handwritten signature by the chief executive officer duly authorized by the board of a corporate applicant, or a general partner or owner of a proprietary applicant, and must be notarized.**

| Notary Name: | Notary Registration Number: |
|---|---|
| Felecia Marie Dombrowski | 01DO6268657 |
| Notary (Notary Must Affix Stamp or Seal) | Date: |
| FELECIA MARIE DOMBROWSKI<br>NOTARY PUBLIC, State of New York<br>Registration No. 01DO6268657<br>Qualified in Seneca County<br>Commission Expires September 17, 2016<br><br>Felecia Marie Dombrowski | June 1, 2015 |

Question #73

Wilmorite Management Group LLC
1265 Scottsville Road
Rocehster, NY 14624

Anticipated cost- 5% of Construction Cost

Wilmorite Construction Management will be providing the overall construction management services. They will be the general contractor and over see the construction timelines and hiring of sub contractors. They will be responsible for oversight of all demolition, design and building phases of our cultivation center and dispensaries. Using Wilmorite as the general contractor allows us to maintain and execute very tight timelines.

Question #74 B

Please see Appendix E

GREAT LAKES
MEDICINALS

# ATTACHMENT A

Real Property, Etc.

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# ATTACHMENT A—REAL PROPERTY, ETC.

Below, Great Lakes Medicinals (GLM) has identified all real estate property, buildings and facilities that will be used in manufacturing, as defined in *Section 1004.11*, and dispensing of the medical marijuana products.

## Identification of All Real Property

GREAT LAKES

MEDICINALS

## Cultivation Facility

**Cultivation Facility Location**

**Rochester, NY**

**Address:** Eastman Kodak Business Park, 1669 Lake Ave, Rochester; NY 14652, Building 350

**Facility Floorplan:** *See Below for First (1st) Floorplan and Second (2nd) Floorplan*

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

*Cultivation/Manufacturing Second (2nd) Floor*

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

## Retail Dispensary(s)

**Dispensary Location #1**

**Rochester, NY**

**Address:** 26 Corporate Woods; Brighton, NY 14623

**Facility Floorplan:** *See Below*

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

### Dispensary Location #2

**Syracuse, NY**

**Address:** Canalwood Commons, 2949 Erie Blvd., Suite 112; Syracuse, NY 13224

**Facility Floorplan:** *See Below*

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

**Dispensary Location #3**

**Yonkers, NY**

**Address:** 1 Pier Pointe; Yonkers, NY 10704

**Facility Floorplan:** *See Below*

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

## Dispensary Location #4

**Binghamton, NY**

**Address:** 3712 Vestal Parkway; Binghamton, NY 13850

**Facility Floorplan:** *See Below*

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

GREAT LAKES
MEDICINALS

## State of New York Medical Marijuana Patients

With the State of New York's Medical Marihuana Program is permitting five operators, each with four retail dispensaries, which should be geographically disperse throughout the state. Great Lakes Medicinals dispensary location coverage was a primary criteria in all site location selections to ensure geographic coverage to provide safe access to approved medical marijuana products for medical marijuana patients in the areas. GLM has selected Syracuse, Binghamton, Yonkers and Rochester for the retail dispensary locations, with the cultivation also located in Rochester repurposing one of the former Kodak buildings. With the selected retail dispensary locations, GLM will have a total population coverage of 4,043,768. Having a centralized distribution facility for efficient and safe transportation as well as revitalizing a vacant warehouse structure was highly considered when selecting the cultivation facility.

Based on comparable U.S. medical marijuana markets GLM anticipates an initial patient population of approximately .02% its 4 million person service area opening its doors with 600 patients. In year one GLM assumes a continued patient adoption of .02% per month within its service area reaching an estimated 8,500 patients in December of 2016. GLM also examined the statistical occurrence of the severe, debilitating and/or life threatening condition permitted by the program and confirmed these numbers are in line with this adoption rate.

***Forward-Looking Pro-Forma Financial information***

*Forward-looking statements in this document reflect our good faith judgment based on facts and factors currently known to us. Forward-looking statements are inherently subject to risks and uncertainties and actual results and outcomes may differ materially from the results and outcomes discussed in or anticipated by the forward-looking statements. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of the submission of the application. Readers are urged to carefully review and consider the various factors discussed, contemplated, and other strategies, which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operations and prospects.*

## Income Tax Implications & Considerations

Great Lakes Medicinals, LLC ("Great Lakes Medicinals" or "GLM") is a limited liability company ("LLC") that was organized under the statutes of the State of New York. GLM is subject to New York state tax laws, which follow federal tax treatment for state income tax purposes. Under federal tax codes, LLC members are taxed on their proportionate share of taxable income for income tax calculation purposes in-lieu of corporate income taxes paid by the entity. GLM reimburses owners for income tax liabilities resulting from ownership in GLM, these reimbursements are classified as distributions to owners for accounting purposes. For purposes of our model we assumed and income tax rate of 41.85% (35% federal tax rate and 6.85% state of New York income tax rate).

Because marijuana is classified as a Federal Schedule 1 Controlled Substance, GLM is subject to §280E of the Internal Revenue Code ("IRC"). Under IRC §280E, the only business expenses that are deductible for income tax purposes are cost of goods sold, which for GLM are direct costs attributable to the cultivating and processing of medical marijuana. Costs of goods sold are "deductible" because they are directly deducted against gross income and are not an adjustment to derive taxable income. GLM understands that all other business expenses are subject to IRC §162 *Trade or Business Expenses* and cannot be deducted for purposes of federal and state income taxes.

Further, GLM understand that there have been some Internal Revenue Service ("IRS") rulings and tax court cases in which entities engaged in the business of selling medical marijuana were permitted to take deductions for expenses classified as IRC §162 expenses. Two such cases were Californians Helping to Alleviate Medical Problems, Inc. (CHAMP) v. C.I.R., 12 T.C., No. 14 (2007) and Olive v. C.I.R., 139 T.C. No. 2 (2012). Additionally, on January 23, 2015, the IRS released memorandum number 201504011 *Taxpayers Trafficking in a Schedule I or Schedule II Controlled Substance - Capitalization of Inventoriable Costs*, aimed at providing guidance to medical marijuana providers with respect to deductible cost of goods sold.

To date, GLM has not been subject to IRC §280E, as it has not produced and/or sold medical marijuana. However, when GLM commences operations, management fully understand the implications of IRC §280E on the business and will continue to evaluate court cases, regulations, and guidance issued by governing authorities. Once IRC §280E becomes applicable to GLM, it will calculate taxable income for tax purposes based on gross margin instead of net income.

## Pro-Forma Financial Methodology

GLM created a 60-month (5-year) financial model in order to understand how this new business will be operate and obtain insight into the entity's current and future financial, operational, and capital needs. GLM collaborated with its industry-expert consultants to identify key assumptions, scenarios, and industry standards and analyzed various scenarios by adjusting these assumptions. GLM concluded that the biggest factor and unknown driver of the business is the patient adoption rate. This is the number of patients anticipated to obtain medical cards and then become a patient (i.e. will regularly obtain their medication from GLM).

The number of patients was estimated by applying a *patient adoption rate* to GLM's applicable population base; the estimated number of patients was then multiplied by a *consumption rate* to determine the quantity of medicine needed to meet patient demand. This quantity of medicine was then multiplied by a *price* per gram to derive the market size in terms of revenue. The *adoption rate* is the percentage of the total state population which is forecasted to adopt medical marijuana, and is based on data from other states where medical marijuana is legal under state law and from patient data related to conditions treatable with medical marijuana. The *consumption rate* consists of

the dose of cannabis oil in grams used to treat patients. The *price* per gram is the price charged per gram of oil purchased by a patient.

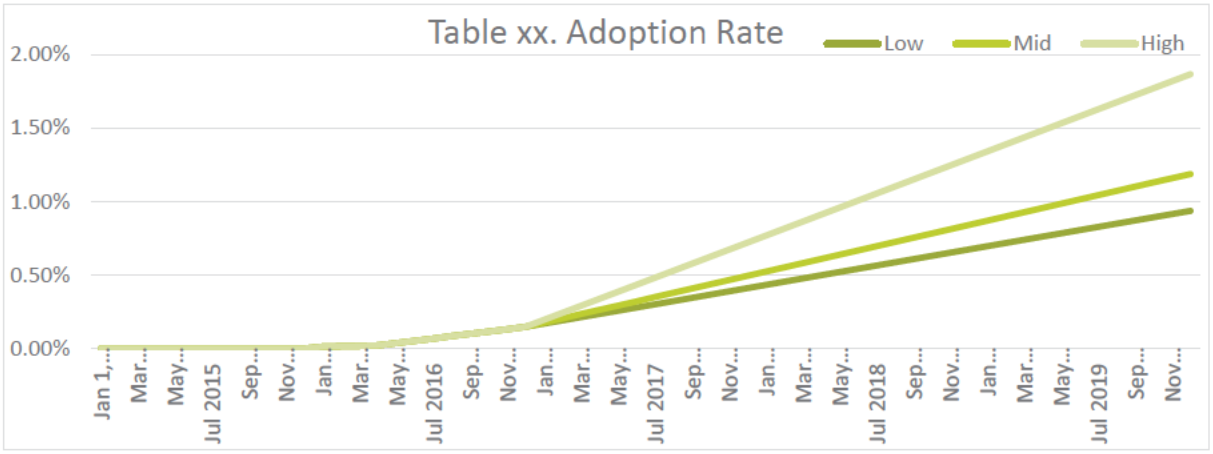
In order to gain an understanding of the number of patients to expect, GLM examined the percent of total state population in three states with state-regulated medical marijuana programs: Colorado, Arizona and Oregon. The New York program varies from these programs with regard to qualifying conditions and how medicine will be consumed. There are fewer qualifying conditions in New York than in these markets and chronic pain, which affects 32% of the United States Population (http://www.painmed.org/patientcenter/facts_on_pain.aspx#refer) and has a substantial effect on the amount of the patient population base in the states examined, is excluded as a qualifying condition in New York. However, the State of New York has indicated that there is potential opportunity to include additional qualifying conditions after the medical marijuana program has been in operation for 18 months.

Arizona is not utilized for mature adoption assumptions as it is not a fully mature market; however, based on the two years of operations ending in 2014, the market has an estimated 1.0% adoption rate and chronic pain is included as a qualifying condition and additionally both plant matter based and oil based medications are available in this market. For the purposes of our model we used this as a guideline to ensure our ramp-up was not to exceedingly fast, at the end of year 1 our adopt rate was .2% for all scenarios and steadily increases to .5% - .8% depending on the scenario. We believe our ramp-up is conservative based on these assumptions.

New York does not permit medical marijuana to be in the form of flower and plant matter -- only extracted, oil-based medicines are permitted. New York is one of only three states (along with Florida and Minnesota) to adopt a flowerless market and there is a lack of accurate historical sales/patient data for review for states with this model. However, based on review of operators' sales segmentation in mature markets, oil-based products typically account for 50% to 60% of medical marijuana sales. Additionally, GLM expects to be able to capture patients that consume plant matter medicines due to the accessibility of oil-based medicine and because it will be legal to possess under the state medical marijuana program. To account for these factors, GLM reduced its expected mature patient adoption rate reached in 2019 by 12% to 55% when compared to the two mature markets it analyzed (Colorado and Oregon).

| Table xx. Mature Patient Adopt Rate as % of State Population | |
|---|---|
| Colorado | 2.17% |
| Oregon | 2.12% |
| Average | 2.15% |

The chart below depicts the adoption rate progression as the program matures with regard to three scenarios. A general assumption is that first-year ramp-up is consistent under all three scenarios, as data from other markets has indicated that ramp-up typically begins slowly, then increases as patients and doctors become more familiar with their state's medical program and the benefits of medical marijuana. As awareness and understanding increases, so does the adoption rate. Additionally, it is not uncommon for medical marijuana programs to expand the number of qualifying conditions treatable with medical marijuana as new patient groups seek to gain access to the treatment option.




## Estimated Patient Demand

The State of New York is the newest state to select a cannabis derived oil-only medical marijuana system. Oil-only medical marijuana programs are a very immature market, as such consumption data is less prevalent. However based on average flower consumption of one ounce per month per patient in comparable markets, oil consumption in these markets and the conditions approved by State of New York, GLM anticipates a patient consumption rate of 6 grams of oil or approved medical marijuana products per month.

GLM projects the following number of patients for the first twelve months from the date of opening and it will have more than sufficient inventory to meet this demand:

Table xx. 2016 Patient & Adoption Rate Ramp Up

| | Jan | Feb | Mar | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| # Patients | 500 | 600 | 700 | 800 | 1,500 | 2,000 | 2,700 | 3,400 | 4,000 | 4,600 | 5,300 | 5,900 |
| | | | | | | | | | | | | |
| Adoption % | .013% | .015% | .018% | .020% | .036% | .052% | .068% | .083% | .099% | .115% | .131% | .147% |

Below is a summary of GLM's low, mid, and high pro-forma scenarios:

| Table 1. Summary of Pro-Forma Adoption Rate & Patient Scenarios | | | | | |
|---|---|---|---|---|---|
| | 2015 | 2016 | 2017 | 2018 | 2019 |
| Est. Population Base | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 | 4,000,000 |
| | | | | | |
| Low Adoption Rate | 0.00% | 0.20% | 0.50% | 0.70% | 1.00% |
| Mid Adoption Rate | 0.00% | 0.20% | 0.60% | 0.90% | 1.30% |
| High Adoption Rate | 0.00% | 0.20% | 0.80% | 1.40% | 1.90% |
| | | | | | |
| Low # of Est. Patients | 0 | 5,900 | 16,400 | 27,000 | 37,700 |
| Mid #of Est. Patients | 0 | 5,900 | 19,900 | 33,800 | 47,700 |
| High # of Est. Patients | 0 | 5,900 | 29,000 | 52,000 | 75,000 |

**Low**—in the low scenario, GLM assumed that by 2019 it will have a patient adoption rate of 1.0%, which is approximately 47% of the average adoption rate for the mature markets examined. This assumption assumes that GLM *does not* adopt as many plant-matter medicine based patients (defined as qualified patients currently accessing medicine as whole flower on the black market) and that after 18 months the State of New York *will not approve* any new qualifying conditions.

**Mid**—in the mid scenario (upon which GLM's pro-forma financials are based), GLM assumed that by 2019 it will have a patient adoption rate of 1.3%. This rate assumes that GLM *adopts a moderate amount* of plant-matter medicine based patients and that after 18 months the State of New York *will not approve* any substantial new qualifying conditions.

As this is the main assumption for the model, GLM performed additional analysis to further verify it. GLM also examined the statistical occurrences of severe, debilitating and/or life threatening conditions permitted by the program and confirmed that patient population and adoption rates are consistent with its assumptions.

**High**—in the high scenario, GLM assumes that by 2019 it will have a patient adoption rate of 1.9%. This assumes that GLM *adopts a moderate* amount of plant-matter medicine based patients and that after 18 months the State of New York *will approve chronic pain* as a significant new qualifying condition.

## Pro-Forma Financial Information

Based on the aforementioned numbers and analysis associated with the mid scenario, GLM developed the following pro-forma financial statement:

**Table 2. Pro-Forma Financial Data**

| *(in millions)* | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| Revenue | $ - | $13.5 | $68.0 | $138.4 | $208.7 |
| Cost of Goods | - | 4.5 | 21.8 | 42.9 | 62.6 |
| Gross Margin | - | $9.0 | $46.3 | $95.5 | $146.1 |
| | | | | | |
| General & Administrative | 0.8 | 0.8 | 3.0 | 6.0 | 9.1 |
| Selling & Marketing | 0.3 | 2.5 | 9.5 | 18.7 | 27.3 |
| Research & Development | - | 0.1 | 1.5 | 2.5 | 3.5 |
| Income Taxes | - | 3.8 | 19.4 | 40.0 | 61.1 |
| Total Expenses | 1.1 | 7.1 | 33.4 | 67.2 | 101.0 |
| | | | | | |
| Net Income | ($1.1) | $5.8 | $33.8 | $70.8 | $109.7 |
| EBITDA | ($1.1) | $1.9 | $12.9 | $28.4 | $45.1 |
| | | | | | |
| Cash On-Hand | $1.0 | $1.8 | $6.1 | $19.4 | $49.0 |
| Inventory | $1.1 | $1.1 | $5.6 | $12.0 | $12.5 |
| Capital Expenditures | $7.5 | - | $3.0 | $3.0 | $3.0 |
| Capital Raised | $10.7 | - | - | - | - |

## State of New York Medical Marijuana Patient Assumptions

GLM plans to open all four of its proposed dispensary retail locations at the beginning of January 2016. It plans to first provide medicine to a projected total of 500 patients (125 patients per location) in January 2016, and expects to serve approximately 47,700 patients by the end of 2019 based on the anticipated 'mid' scenario. See table below.

With New York licenses projected to be awarded in July of 2015, and the desire to bring medicine to patients quickly, GLM will undertake a staggered build-out. Initially, four pre-manufactured Cultivation Cubes will be installed and secured in GLM's Eastman Kodak Park location. These controlled-environment containers will allow GLM to quickly begin production as the build-out of its main facility continues.

The initial harvest will occur in December of 2015 and produce enough product for 500 patients starting in January of 2016. The following month, GLM will be able to serve an additional 1,000 patients. At this stage, phase one of the build-out will be complete and production can be ramped up to serve up to 8,400 patients as adoption dictates. We anticipate serving this number of patients by December of 2016.

As detailed in GLM's construction plans, in phase two the facility can be expanded to meet the needs of 50,000 total patients. With this expansion capacity, GLM projects it can meet the continued growth in patient demand though 2019, at which time it projects a mature market. If required, GLM has additional expansion options.

### Population Assumptions

The State of New York will be issuing licenses to five different entities within the state and has alluded to dispensaries being equally distributed throughout the state, which is consistent with GLM's strategy. Based on this information and the locations of its dispensaries, GLM assumed the New York market will be divided up evenly amongst the five entities, providing for a market share of approximately 20% (or 1/5) of the State of New York's population of 19.3 million. GLM estimates that the population base to which it will offer medicine will be approximately 4 million individuals.

GLM derived its patient adoption rates based on states with medical programs and established historical data such a Colorado, Oregon and Arizona. GLM further validated its estimated patient numbers using a condition-based approach deriving the same adoption rate - see the table below.

**Table 2. State Adoption Rates**

| | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| **Low** | -- | 5,900 | 16,500 | 27,000 | 37,700 |
| **Mid** | -- | 5,900 | 19,900 | 33,800 | 47,700 |
| **High** | -- | 5,900 | 29,000 | 52,000 | 75,000 |

### Consumption Rate Assumptions

GLM assumes that on a *monthly* basis each patient will consume 4.0 to 8.0 grams of medicinal marijuana oil, averaging 6 grams at a price of $70.00 per gram. The *monthly* consumption rate of 4.0 to 8.0 grams per patient varies from patient to patient depending on various factors such as the severity of medical conditions being treated, tolerance levels, method of administration, and the brand of medication. Current consumption rates in states reviewed is approximately 28 grams of flower per month. This would equate to 3 to 4 grams of oil in a direct conversation. However, these rates are understated as they do not separately account for oil/edible consumption, and without flower as part of the program in New York, a resulting increase in total oil consumption can be expected. Finally, with the severe conditions the State of New York will begin their program with, GLM anticipates that

consumption rates will be high among these patient populations. The high-end of the *monthly* range, 8.0 grams, is approximately 43% of the State of Colorado's four ounce limit on the amount of medical marijuana dry product which patients may purchase in a one month period. This upper limit is the equivalent of approximately 14.2 grams of medical marijuana oil consumption.

### Price of Approved Medical Marijuana Products

GLM assumes a price of $70.00 per gram (or $.70 per 10mg serving) of medical marijuana oil, which it believes is an affordable price point for patients of all income levels. From GLM's visits of other markets with state regulated programs and per www.weedmaps.com (an industry-leading internet website where dispensaries list the medication types they offer and the current price for each), prices on average were between $50 to $100 per gram, with variability driven by the quality of the medicine, number of participants in selected markets, and whether or not a business is operating in compliance with all law and regulations. GLM noted some instances where marijuana oil was being sold for over $100 per gram. Further, to ensure its medicine is easily accessible to all patients, GLM will be offering pricing discounts to patients with financials hardships, including implementation of a program similar to an insurance co-pay and even offering gratis medicine to less fortunate patients, including those severely debilitated, ill, or handicapped.

In its process of identifying the price point assumption used for the purposes of the financial models, GLM took the following factors into consideration:

- Pricing of comparable products of similar quantities of medicinal grade marijuana oil in other states with state-regulated medical programs.
- Attractive price point to encourage patients currently purchasing from the black market to obtain their medicine from a safe, state-licensed and regulated facility for an affordable price.
- Cost to produce medicine, cost to maintain business, funds necessary to fund expansion of business, and reinvestment into research and development to further the medicinal uses of medical marijuana.
- The quality of medicine that GLM will provide as compared to anticipated competitors based on experiences in other markets. GLM will be producing high quality organic medication based on scientific research by its top-notch scientists and researchers.
- Reserve funds for donations to a 501(c3) not-for-profit charitable organization.
- Ability to offer discounted or free medicine to underprivileged and less fortunate patients.
- Maintain top of the line facilities, doctors, researchers, partnership with key educational institutions and staff to offer our patients the best medicine on the market and maintain our position as a leader amongst pharmaceutical grade medicinal marijuana producers in legalized industry.

## Production Assumptions

Upon being awarded a license from the State of New York, GLM will immediately begin occupancy of a 125,591 sq. ft. idle former manufacturing facility in the Kodak Business Park in Rochester, New York of which 105,396 sq. ft. is useable as our cultivation and processing facility in. GLM projects to have enough facility space and capacity to be able to produce and have saleable medicinal marijuana oil available to meet projected patient demand on January 1, 2016 and through the end of 2019 based on the anticipated 'mid' scenario. GLM will continually adjust production schedules to meet forecasted demands. Based on this philosophy, GLM expects its facility to scale-up, produce, and meet demand as shown below in Table 3. From the experience of its experts, GLM will employ best-practices to enable it to closely manage the business and its performance. GLM will be capable of making adjustments as needed to meet demand with company funds generated from the business.

| Table xx. Demand as a % of Production Capacity | | | | | |
|---|---|---|---|---|---|
| | **2015** | **2016** | **2017** | **2018** | **2019** |
| Low | 0% | 8% | 14% | 22% | 29% |
| Mid | 0% | 11% | 21% | 41% | 71% |
| High | 0% | 13% | 43% | 171% | 266% |

## Cultivation/Manufacturing Facility Summary & Ramp-Up Plan

With the states projected license awarding in July of 2015 and the shared goal of bringing approved medical marijuana products to patient quickly, GLM will use a customized, staggered build approach for design and construction needs of the cultivation/manufacturing facility which is explained in detail in Attachment D of this application.

Initially four (4) Cultivation Cubes™ will be pre-manufactured and installed at the facility to begin cultivation operations. *(NOTE: GLM has provided a product video on this component as part of its electronic submission packet)*. These units will allow GLM to quickly begin production as it continues its build out. Access to this area will be limited to approved employees only and phase one construction will be continued. The units will be separated and operated on independent biosecurity and environmental control systems to ensure product quality is maintained. The initial harvest from these units will occur in December of 2015 and produce enough finished product to supply 600 patients starting in January 2016. The following month GLM will be able to serve an additional 1,000 patients and the phase one build will be complete and available for production. With the phase one build complete production can be ramped up to serve up to 8,400 patients as adoption rates dictate. GLM will be closely monitoring adoption rates and proactively responding to trends to ensure a continued supply that meets demand. We anticipate reaching 8,400 patients by December 2016. In phase two the facility can be expanded to meet the needs of 43,000 patients

total as detailed in our construction plans and financial pro-forma. With this expansion capacity we project we can meet the continued growth in patient demand though 2019, at which time we will determine if the market has matured or if continued expansion is warranted.

GLM's state-of-the-art, retro-fitted commercial cultivation facility will be designed and built to produce medicinal grade cannabis on a perpetual harvest cycle. Below is a summary of the facility. Construction is set to begin on the date that GLM is awarded a license (July 2, 2015). GLM anticipates commencing Phase 2 in May of 2016 and will add square footage as necessitated by demand.

| Table xx. Summary of Useable Kodak Park Building Sq. Ft. | | | |
|---|---|---|---|
| | **Phase 1** | **Phase 2** | **Total** |
| **Cultivation Facility** | 26,2687 | 35,085 | 61,772 |
| **Other Non-Operable** | 13,131 | 6,840 | 19,971 |
| **Processing & Packaging** | 5,120 | 10,317 | 15,437 |
| **Office Space** | 3,586 | 2,655 | 6,241 |
| **Oil Extraction Lab** | 1,975 | - | 1,975 |
| **Total Sq. Ft.** | 50,499 | 54,897 | 105,396 |

### Yield Assumption Summary

GLM's yield assumptions for this facility are conservatively based on historical data in regulated markets on a commercial scale:

| Table xx. Annual Production per 1,000 sq. ft. of Flowering Cultivation | |
|---|---|
| Annual Dry Yields of Medical Marijuana Bio-Mass *(lbs)*[1] | 740 *lbs* |
| | |
| Yield of Extracted Medical Marijuana Oil *(grams)*[2] | 41,900 *g* |
| | |
| # Patients Servable Annually [3] | 580 *patients* |
| [1]***Assumes harvest yield of 1.25:0.50 ratio of flower to non-flower*** *bio-mass* ***pounds.*** | |
| [2]***Blended rate of*** *12.5****%, converted from pounds to grams at 1:453.****0.*** | |
| [3]*Based on patient dosage assumption of 6.0 grams/month.* | |

### Selling and Marketing Expenses

GLM aims to be the leading producer and supplier of medical marijuana products and is committed to providing all patients with access to medicine across the State of New York. GLM anticipates having all four dispensing facilities open and active on January 2, 2016 and expects to begin reaching profitability from operations in August of 2016. Although losses will be sustained initially, GLM will keep these locations open based on its commitment to provide access to medicine to patients throughout the State of New York. The dispensing facilities are planned to be open seven days a week for ten hours (this is also an assumption that was used for this pro-forma). The expenses related to sales and marketing primarily consist of and correspond to patient and doctor education, dispensary locations, and benefits. Below is a summary of the locations. For the purposes of the model, GLM assumes that it will retrofit these locations, and as demand increases in years three through five, it will either upgrade these locations or expand based on demand and patient needs.

| Table xx. Summary of Dispensary Location Sq. Ft. | |
|---|---|
| | |
| Syracuse | 1,611 |
| Rochester | 3,000 |
| Brighton | 2,000 |
| Yonkers | 1,877 |
| **Total Sq. Ft.** | **8,488** |

### Research and Development Expenses

In accordance with Section 1004.11 of the NY State Manufacturing Requirements, page 5, brand validation for product consistency for a given label will be conducted using biochemical and genetic endpoints to enhance the current standards for testing listed on page 2 of Section 1004-11 with rational criteria for validation and predicting product potency. Please reference Biological Response-Based Product Validation and Quality Control Testing Laboratory section in Appendix D.

## Capital and Use of Proceeds

### Cash Management

| *($ in millions)* | Units | % OS | Pre-License Contributions | | Post-License Contributions | | Total Contributions | | Shareholder Loans |
|---|---|---|---|---|---|---|---|---|---|
| Founders | 100.0000 | 70.0% | $0.3 | 43.2% | $7.0 | 70.0% | $7.3 | 68.2% | $0.2 |
| Non-Founders | 42.8571 | 30.0% | $0.4 | 56.8% | $3.0 | 30.0% | $3.4 | 31.8% | - |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Total | 142.8571 | 100.0% | $0.7 | 100.0 % | $10.0 | 100.0 % | $10.4 | 100.0% | $0.2 |

***Pre-License Raise***

GLM's initial capital raise and commitments total $727,338 which consist of the amount of GLM's pre-license award operating budget, excluding the $200,000 refundable operating fee due to the State of New York Department of Health with the application. The below table summarizes the pre-license operating budget:

| Service / Expense Type | Expense Through December 31, 2015 (Non-contingent) | Expense Through December 31, 2015 (Contingent upon license) | Total expense |
|---|---|---|---|
| Application, business planning and operational consulting | $ 160,000 | $ 75,000 | $ 235,000 |
| Legislative representation | 149,934 | - | 149,934 |
| Architecture | 98,600 | - | 98,600 |
| Legislative representation | 72,000 | - | 72,000 |
| Corporate and securities attorney | 38,000 | - | 38,000 |
| Rochester dispensary pre-license rent & security deposit | 27,750 | - | 27,750 |
| Industry association fees | 20,000 | - | 20,000 |
| Binghamton dispensary pre-license rent & security deposit | 18,917 | - | 18,917 |
| Director, scientific advisory board | 7,500 | 7,500 | 15,000 |
| Application fee (non-refundable) | 10,000 | - | 10,000 |
| Travel expenses to Medical Marijuana Business Daily Conference November 2015, Colorado discocery trip, and NYC industry conference. | 8,513 | - | 8,513 |
| Security consultant and plan | 8,000 | - | 8,000 |
| Print material for business plan when meeting with hospitals, investors, researchers, etc. | 7,500 | - | 7,500 |
| Industry association fees and conference attendances | 6,897 | - | 6,897 |
| Tax, audit and accounting services | 6,763 | - | 6,763 |
| Syracuse dispensary pre-license rent & security deposit | 3,222 | - | 3,222 |
| Marketing | 1,000 | - | 1,000 |
| IT Infrastructure | 242 | - | 242 |
| Yonkers Dispensary Pre-license Rent & Security Deposit | - | - | - |
| **Total** | **$ 644,838** | **$ 82,500** | **$ 727,338** |

Our investor group consist of local investors from the State of New York, 90% of our investors are from the Rochester, New York area. The above table reflects the ownership percentages and contributions amount related to each type of shareholder (founders vs. non-founder). As of the morning our application was printed (June 2, 2015) $110,000 amount has been raised in the form of equity and $193,000 in short-term interest free shareholder loans. Shareholder loans will either be paid back or converted into equity once all funding has been received and it

is determined whether or not GLM will receive a license. We anticipate having all Pre-License Funds in the bank by the application deadline date See shareholders below:

| | | Units | % OS | Pre-License Contributions | | Post License Contributions | | Total Contributions | | Shareholder Loans |
|---|---|---|---|---|---|---|---|---|---|---|
| F | Kurt B. Odenbach | 23.1429 | 16.2% | 72,709 | 10% | 1,620,003 | 16% | 1,692,713 | 16% | 3,000 |
| F | Alex B. Odenbach | 23.1429 | 16.2% | 72,709 | 10% | 1,620,003 | 16% | 1,692,713 | 16% | - |
| F | John B. Odenbach | 23.1429 | 16.2% | 72,709 | 10% | 1,620,003 | 16% | 1,692,713 | 16% | 40,000 |
| F | Timothy J. Dollinger | 16.2856 | 11.4% | 51,165 | 7% | 1,139,992 | 11% | 1,191,158 | 11% | - |
| F | GLM Holdings LLC (John M. Odenbach) | 14.2857 | 10.0% | 44,882 | 6% | 999,999 | 10% | 1,044,881 | 10% | 150,000 |
| NF | Medicinal Green, LLC | 28.5714 | 20.0% | 278,163 | 38% | 1,999,999 | 20% | 2,278,162 | 21% | - |
| NF | NYC-Great Lakes, LLC | 14.2857 | 10.0% | 135,000 | 19% | 999,999 | 10% | 1,134,999 | 11% | - |
| **Total** | | **142.8571** | **100.0%** | **$ 727,338** | **100%** | **$ 10,000,000** | **100%** | **$10,727,339** | **100%** | **$ 193,000** |

***Post-License***

***Phase 1 CapEx & Operation Mobilization***

In the event GLM is awarded a license in the state of New York, GLM will initiate a capital call of $10.0 M. These funds will be used to design and build-out the first floor of our cultivation and processing facility, initial design and retro-fit of all four of our retail facilities, purchase of equipment and supplies, and to mobilize our operations via operating capital for employee wages, inventory carrying costs, rent, and other ordinary operating expenses until the build-out is complete and the business begins generating revenues. This included approximate 50,000 sq. ft. of production space and 8,500 squre feet of dispensary retail space. Below is summary of the use of these proceeds, as of the date of this report we have not received any of *Post-License* funding, with the exception of the shareholder loan which will convert to Founders equity in the event an application is won.

| Table xx. Phase 1 Use of Proceeds *(in millions)* | |
|---|---|
| ***CapEx*** | |
| Cultivation Facility | $3.6 |
| Other Non-Operable | 1.0 |
| Processing & Packaging | 0.6 |
| Office Space | 0.3 |
| Oil Extraction Lab | 1.0 |
| Dispensaries | 1.0 |
| Total CapEx | $7.5 |
| | |
| Start-up Operating Capital | $2.5 |
| **Total Phase 1 Raise** | **$10.0** |

For the purposes of our model financial model we assumed that this raise would occur in July 2015 as the state has communicated this timeframe as that being the goal timing of award announcement. This would allow us to have plants in the ground by September 1, 2015, our first harvest in December 2015, and our first medicine sales to patients in January 2016. Due to our dedication to provide medicine to the patients of New York as quickly as possible and to ensure our investors are able to stand behind their commitments presented here in this application to the State of New Work, we engaged Mengel, Metzger, Bar & Co. LLP, a New York licensed and based independent certified public accounting firm to perform procedures certifying the net worth of each of the investors and their ability to invest in GLM should we obtain a license. They confirmed these investments without exception, see auditors report below:

**GREAT LAKES MEDICINALS, LLC**

**AGREED UPON PROCEDURES**

MMB

MENGEL METZGER BARR & CO. LLP

Certified Public Accountants

MMB

MENGEL METZGER BARR & CO LLP

Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED-UPON PROCEDURES

Board of Directors
Great Lakes Medicinals, LLC

We have performed the procedures enumerated below, which were agreed to by Great Lakes Medicinals, LLC ("GLM" or "Company") and Mengel Metzger Barr & Co. LLP ("MMB") and all of the Company's members, individually (collectively the "specified parties"), solely to apply procedures relative to the net worth of GLM's members, collectively, as of a date in May 2015 prepared in accordance with the Company's desire to demonstrate an available collective net worth of $10 million to New York State Department of Health ("NYS DOH"), to be included with the Company's application to the NYS DOH Medical Marijuana Program.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

**Agreed – Upon Procedure No. 1** **MMB will obtain and read the Operating Agreement of the Company and the Contribution Agreement of the Company.**

***Result***

The Company provided both the executed Operating Agreement and Contribution Agreement to MMB on May 29, 2015. We read both the Operating Agreement and Contribution Agreement of the Company.



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**Agreed – Upon Procedure No. 2** **MMB will determine the percentages owned by each of the investor groups of the Company, pursuant to the Contribution Agreement, and identify the pro rata share of $10 million in funds required for each investor group.**

***Result***

We determined the percentages owned by each investor group, pursuant to the Contribution Agreement we received on May 29, 2015. There were three separate distinct investor groups which were each responsible for demonstrating collectively $10 million in funds:

1. Odenbach Capital Contribution includes the following members: (1) GLM Holdings, LLC, (2) Kurt B. Odenbach, (3) Alex B. Odenbach, (4) John B. Odenbach, and (5) Timothy Dollinger.

2. Medicinal Green, LLC Contribution

3. NYC-Great Lakes, LLC Contribution

**Agreed – Upon Procedure No. 3** **MMB will contact each investor group to obtain bank, investment statements or other proof of available funds, pursuant to the requirements set forth in Agreed-Upon Procedure #2 above.**

***Result***

We contacted each investor group to obtain bank or other investment statements for each investment group.

Odenbach Capital Contribution: We obtained investment statements from members and the immediate family of members relating to the Odenbach Capital Contribution required capital.

Medicinal Green, LLC Contribution: We obtained investment statements from a member of Medicinal Green, LLC relating to the Medicinal Green, LLC Contribution.

NYC-Great Lakes, LLC Contribution: We obtained investment statements from a member of NYC-Great Lakes, LLC relating to the NYC-Great Lakes, LLC Contribution.

**Agreed – Upon Procedure No. 4** **MMB will read bank, investment statements or other proof to determine the existence of each investor group's pro rata share of $10 million in funds.**

***Result***

We read and quantified the total amount of funds required for each investor group.

Odenbach Capital Contribution: We determined that the collective investment statements for the Odenbach Capital Contribution exceeded the required pro rata share of $7,000,000 as of May 27, 2015 by in excess of 10%. As many of the securities in the investment statements were stocks, bonds, or mutual funds, it is our determination that the excess of 10% is appropriate to account for market risk in the stocks, bonds, and mutual funds held in the investment statements for the Odenbach Capital Contribution.

Medicinal Green, LLC Contribution: We determined that the collective cash and investments held for the Medicinal Green, LLC Contribution of $2,000,000 exceeded the required pro rata share as of May 29, 2015. MMB has no concern of market risk for the Medicinal Green, LLC Contribution after reviewing the Medicinal Green, LLC Contribution investment statements.

NYC-Great Lakes, LLC Contribution: We determined that the collective cash and investments held for the NYC-Great Lakes, LLC Contribution exceeded the required pro rata share of $1,000,000 as of May 29, 2015. MMB has no concern of market risk for the NYC-Great Lakes, LLC Contribution after reviewing the NYC-Great Lakes, LLC Contribution investment statements.

**Agreed – Upon Procedure No. 5** **MMB will obtain written representation from each investor group that the investor group's pro rata share of $10 million in funds is available for the purpose of a capital call from the Company.**

***Result***

We requested written representation from each investor group who provided bank or investment statements to MMB.

Odenbach Capital Contribution: We received signed representations from each member of the investor group stating that the funds MMB observed are "available for the purpose of satisfying a capital call from Great Lakes Medicinals, LLC."

Medicinal Green, LLC Contribution: We received signed representations from the members who demonstrated the existence of funds stating that the funds MMB observed are "available for the purpose of satisfying a capital call from Great Lakes Medicinals, LLC."

NYC-Great Lakes, LLC Contribution: We received signed representations from the members who demonstrated the existence of funds stating that the funds MMB observed are "available for the purpose of satisfying a capital call from Great Lakes Medicinals, LLC."

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the availability of funds for investments. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Company and the NYS DOH and is not intended to be and should not be used by anyone other than these specified parties.

Mengel, Metzger, Barr & Co. LLP

Rochester, New York
June 2, 2015

***Phase 2 CapEx Production Capacity Expansion***

As noted above in *Phase 1* we will be only building-out the first floor of our two story facility, which is approximately half of the facility. Based on current inventory production plans and forecasts we expect to need to have production capabilities in excess of *Phase 1* capacity by May 1, 2017 in order to have additional saleable inventory for August 2017 to meet our patient demand. As such, we estimate that demolition would need to begin no later than March 2017.

The Company anticipates that *Phase 2* will require a capital investment of $9.0 M in total which we anticipate to be used for the following:

| Table xx. Phase 2 CapEx Summary *(in millions)* | |
|---|---|
| ***CapEx*** | |
| Cultivation Facility | $6.0 |
| Other Non-Operable | .5 |
| Processing & Packaging | 1.3 |
| Office Space | 0.2 |
| Oil Extraction Lab | - |
| Dispensaries | 1.0 |
| **Total CapEx** | **$9.0** |

Based on current projections the Company plans on funding the *Phase 2* expansion over a 3-year period with internally generated Company profits. However, as GML is dedicated to keeping medicine on the shelf for patients at all time, with ample inventory supply, we do realize if demand pickups quicker than anticipated that the Company may need to seek financing. This is due to the fact that there is a 6-months lag between CapEx spend and revenues generates from the sale of inventory produced, and secondly because of the close proximity of when Phase 1 is complete and when we are expecting Phase 2 to begin, specifically in Years 2016 and 2017 as in year after GLM become cash flow healthy due to size of the production facility and limited numbers of patients. As such the Company has contemplated and will closely monitor demand and production, planning, and forecasting to ensure proper measures are taken to anticipate capital needs eliminating the risk of being unable to have medicine supply for patients. The Company has and is contemplating the following to mitigate any potential risk related to this:

- Phased build-out – We plan on adding space and equipment as the production forecast justifies it.

- Equipment Lease or Financing – We will work with equipment providers and financing companies on identifying options available to GLM. We feel we have some leverage here due to our buying power and the size of our facility compared all others across the nation in legalized markets.
- Cash and working capital management – We will tightly monitor and manage cash flows, operating expenses, headcount, inventory levels, and payment terms with vendors.
- Bridge and working Capital Loans – We have relationships with private qualified investors and will further develop relationships with financial institutions open to providing short-term financing to GLM should we ever need it. It is worth noting that GLM and the medical marijuana investment opportunity was received well by our investors, and we believe this demand will continue.
- Shareholders – The Company can call on current shareholders to provide short-term financing, as was done during the *Pre-Application* process as the capitalization structure was being finalized.
- GLM Equity Raise – When negotiating capital and operating agreements we were aware of potential for this situation and as such the agreement allows for additional capital raises beyond Phase 1 with member approval.

## Use of Proceeds

The Company will use start-up funds as follows:

| Table xx. Use of Proceeds *(in millions)* | |
|---|---|
| Start-up Pre-License Capital | $0.7 |
| **Total Pre-License Award** | **$.7M** |
| | |
| ***Phase 1 CapEx Build-Out (Post-License Award)*** | |
| Cultivation Facility | $3.6 |
| Other Non-Operable | 1.0 |
| Processing & Packaging | 0.6 |
| Office Space | 0.3 |
| Oil Extraction Lab | 1.0 |
| Dispensaries | 1.0 |
| Total CapEx | $7.5 |
| Start-up Operating Capital | 2.5 |
| **Total Post-License Award** | **$10.0** |
| | |

| | |
|---|---|
| **Total Capital Raised or Committed** | **$10.7** |

To guide our planning we leveraged our consultants experience and financial model which has been used to help establish operations in multiple markets including CO, CT, AZ, MA, WA, NV, MN and IL.

We spent extensive time using this model to project various scenarios and strategic options. Below are some example of the various assumption calculations, exercises, and analysis performed as part of the pro-forma financial modeling processes.

## Cultivation and Production On-Ramp

We used the following schedule to determine when we will need to initiate production of expansion areas to ensure production will remain aligned with demand:

| Vegetation Lights | | | | 1,323 | 1,757 | 1,757 |
|---|---|---|---|---|---|---|
| Flowering Lights | | | | 878 | 878 | 878 |
| **Room #** | **Floor #** | **Yield** | **Vk #** | | | |
| C1 | 1 | 1,550 | 1 | 16 | 16 | 16 |
| C2 | 1 | 1,550 | 1 | 16 | 16 | 16 |
| C3 | 1 | 1,550 | 1 | 16 | 16 | 16 |
| C4 | 1 | 1,550 | 1 | 16 | 16 | 16 |
| *F1* | 1 | 5,350 | 1 | 54 | 54 | 54 |
| *F2* | 1 | 8,918 | 3 | 90 | 90 | 90 |
| *F3* | 1 | 5,351 | 4 | 54 | 54 | 54 |
| F4 | 1 | 8,918 | 7 | 90 | 90 | 90 |
| F5 | 1 | 8,918 | 8 | 90 | 90 | 90 |
| F6 | 1 | 8,918 | 2 | 90 | 90 | 90 |
| F7 | 1 | 8,918 | 6 | 90 | 90 | 90 |
| F8 | 1 | 8,918 | 9 | 90 | 90 | 90 |
| F9 | 1 | 6,540 | 4 | 66 | 66 | 66 |
| F10 | 2 | 9,116 | 1 | | | |
| F11 | 2 | 9,512 | 2 | | | |
| F12 | 2 | 9,909 | 1 | | | |
| F13 | 2 | 8,918 | 1 | | | |
| F14 | 2 | 8,323 | 1 | | | |
| F15 | 2 | 8,323 | 1 | | | |
| F16 | 2 | 8,323 | 3 | | | |
| FHD1 | 1 | 9,800 | 5 | 100 | 100 | 100 |
| FHD2 | 2 | 36,750 | 4 | | | |
| FHD3 | 2 | 36,750 | 5 | | | |
| FHD4 | 2 | 36,750 | 6 | | | |
| FHD5 | 2 | 36,750 | 7 | | | |
| FHD6 | 2 | 32,830 | 2 | | | |

## Inventory Production Planning and Forecasting

We used the following calculation to determine how much demand could be met with our production numbers. Further, we were able to project how much potential excess inventory we will have to cushion against accelerated demand.

| | | | | |
|---|---|---|---|---|
| ***Oil Production per Month (g)*** | | | | |
| Downstairs Monthly Harvest #1 | 9,800 | 17,800 | 51,040 | 35,672 |
| Upstairs Monthly Harvest #2 | | | | |
| Flowering switch to vegetation rooms | | | | |
| ***Total Oil Production (g)*** | 9,800 | 17,800 | 51,040 | 35,672 |
| ***# of Patients*** | 1,633 | 2,967 | 8,507 | 5,945 |
| | | | | |
| Total Patient Demand of Oil (g) | 4,244 | 4,850 | 8,689 | 12,527 |
| # of Patients | 707 | 808 | 1,448 | 2,088 |
| | | | | |
| Diff - *g* | 5,556 | 12,950 | 42,351 | 23,145 |
| Diff - *# patients* | 926 | 2,158 | 7,059 | 3,857 |
| | | | | |
| | | | | |
| Beg Invty | 35,150 | 40,706 | 53,656 | 96,007 |
| Plus: Additions | 5,556 | 12,950 | 42,351 | 23,145 |
| Less: Sales | - | - | - | - |
| Ending | 40,706 | 53,656 | 96,007 | 119,151 |

## Direct Inventory Cost Calculations

One of the largest expenses is the cost of inventory and cost of goods sold. We used the below calculation to estimate electricity and water consumption by month based on local power rates per the landlord in conjunction with the number of lights per our production schedule.

| DIRECT INVENTORY COST CALCULATIONS | | | |
|---|---|---|---|
| **1,000W Lights** | | | |
| *Flowering Area* | *164* | *164* | *362* |
| | | | |
| **324W Lights** | | | |
| | | | |
| **Cost of Electricity** | | | |
| Flowering Lights | | | |
| # Flowering lights | 164 | 164 | 362 |
| Cultivation lights watts per light | 1,000 | 1,000 | 1,000 |
| Hrs. Day cultivation lights used | 12.00 | 12.00 | 12.00 |
| Cultivation lights watts per day | 1,968,000 | 1,968,000 | 4,344,000 |
| | | | |
| Vegetation Lights | | | |
| # Vegetation cultivation lights | - | - | 311.20 |
| Vegetation cultivation lights watts per light | 432 | 432 | 432 |
| Hrs. Day Vegetation cultivation lights used | 18.00 | 18.00 | 18.00 |
| Vegetation cultivation lights watts per day | - | - | 2,419,891 |
| | | | |
| HVAC # Tons requirements per lights | 55 | 55 | 165 |
| HVAC Avg. Hours per Light | 150% | 150% | 150% |
| Total KwHr per ton | 84 | 84 | 84 |
| Total KwHr HVAC | 6,919 | 6,919 | 20,946 |
| | | | |
| Front House & Common Area | | | |
| Front house & common area sq. ft. | 100,000 | 100,000 | 100,000 |
| | | | |
| Total watts of electricity per day | 2,068,000 | 2,068,000 | 6,863,891 |
| Total watts in Kilowatt-Hour | 8,987 | 8,987 | 27,809 |
| # Days in month | 30 | 31 | 30 |
| Cost of electricity | $0.08 | $0.08 | $0.08 |
| ***Total Cost of Electricity*** | ***$21,570*** | ***$22,289*** | ***$66,743*** |

| | | | |
|---|---|---|---|
| **Cost of Water** | | | |
| Water Usage Flowering Lights (gallons) | 19,680 | 20,336 | 43,440 |
| Water Usage Vegetation Lights (gallons) | - | - | 28,008 |
| Total Water Usage Gallons | 19,680 | 20,336 | 71,448 |
| Cost of Water (gallons) | $ 0.003 | $ 0.003 | $ 0.003 |
| Total Cost of Water | $ 67 | $ 69 | $ 241 |
| | | | |
| **Cost of Nutrients & Supplies** | | | |
| Nutrients (Nutrients + Soil) | | | |
| Cultivation soil and nutrients | $ 6,560 | $ 6,560 | $ 14,480 |
| Vegetation area soil and nutrients | $ - | $ - | $ 12,448 |
| Other nutrients and supplies | | | |
| Total Cost of Nutrients | $6,560 | $6,560 | $26,928 |
| Supplies & Packaging | $5,248 | $5,248 | $21,542 |
| ***Total Cultivation Supply Costs*** | ***$11,808*** | ***$11,808*** | ***$48,470*** |

## Patient Demand Calculations

Below is an example of how we calculated patient demand, revenues, and plant matter required to produce the oil necessary to meet patient demand.

| DEMAND BASED ON DEMAND | | | | | | |
|---|---|---|---|---|---|---|
| Total Population | Override-> | | M | 4,037,630 | 4,037,289 | 4,036,948 |
| % Adoption | Override-> | | M | 0.3% | 0.3% | 0.3% |
| Eligible Patients | | | | 10,588 | 11,753 | 12,918 |
| | | | | | | |
| Extracted products # of patients | Override-> | | M | 10,588 | 11,753 | 12,918 |
| Extracted products demand per visitor per visit (grams) | Override-> | | M | 6.0 | 6.0 | 6.0 |
| Total demand extracted products (grams) | Override-> | | M | 63,525 | 70,518 | 77,509 |
| Extracted products retail price (gram) | Override-> | | M | $ 70.00 | $ 70.00 | $ 70.00 |
| Total extracted products revenue | | | | $ 4,446,776 | $ 4,936,258 | $ 5,425,657 |
| | | | | | | |
| **CAPACITY BASED ON DEMAND & CONSTRUCTION AVAIL. ALL YEAR** | | | | | | |
| Oil demand in grams of oil | | | | 63,525.4 | 70,518.0 | 77,509.4 |
| Conversion oil to plant matter | | | | 12.5% | 12.5% | 12.5% |
| Plant matter required to produce oil (grams) | | | | 506.755 | 562.537 | 618.309 |

## Facility Size & Cap-Ex Estimator

We used the below to determine the number of square feet and Cap-Ex necessary to fund the operation.

| ***FLOWERING --> PLANT YIELD TO CALC PRODUCTION*** | | | | | |
|---|---|---|---|---|---|
| Total plant matter in grams (flower + trim) | | ***HDCS*** | - | - | - |
| Adjustment for perpetual harvest | | | - | - | - |
| Cube | | | - | - | - |
| Cube adjustment (timing) | | | | | |
| *Total plant matter in grams (flower + trim)* | | | - | - | - |
| | | | | | |
| ***ACTUAL BUILD*** | | | | | |
| Flowering sq. ft. requirements | | ***HDCS*** | - | - | - |
| Vegetation sq. ft. requirements | | ***HDCS*** | - | - | - |
| Cube Sq. ft. needed | | | - | - | - |
| *Total Sq. ft. requirement* | | | - | - | - |
| | | | | | |
| Available Space (sq. ft.) | | | 103,787 | 103,787 | 103,787 |
| | | | | | |
| **Extraction Requirements** | | | | | |
| *# Machine Hours Needed* | | | - | - | - |
| *# Hours per Machine* | | | 1,562 | 1,411 | 1,562 |
| *Extraction Machines Needed* | | | - | - | - |
| | | | | | |
| **CapEx** | | | | | |
| Cube | | $ 125.00 | - | - | - |
| Traditional Flower | | $ 125.00 | - | - | - |
| Traditional Veg | | $ 100.00 | - | - | - |
| HDCS Flower | | $ 185.00 | - | - | - |
| HDCS Veg | | $ 125.00 | - | - | - |
| Extraction Lab Build-Out | | $ 500.00 | | | |
| Dispensaries | | $ 125.00 | | | |
| Office Build-out | | $ 75.00 | | | |
| Construction Management Fee | | | - | - | - |
| *Total CapEx* | | | - | - | - |

## Line by Line Expense Estimations

We projected costs at the chart of account level to identify expenses on a month-by-month basis and enable a better understanding of cash flows:

| | | | | | | |
|---|---|---|---|---|---|---|
| COGS:Payroll Expenses | COGS | | | | | |
| COGS:Medical/Dental/Flex Benefits | COGS | | *PR Spread* | 3,606 | 16,226 | 16,226 |
| COGS:Payroll Expenses:Labor | COGS | | *PR Spread* | 7,000 | 31,500 | 31,500 |
| COGS:Payroll Expense:Bonuses | COGS | | *PR Spread* | - | - | 1,400 |
| COGS:Payroll Expenses:Payroll Taxes | COGS | | *PR Spread* | 746 | 3,355 | 3,355 |
| COGS:Payroll Allocation | COGS | | | | | |
| G&A:Professional Fees:Accounting | G&A | | 2,500 | 2,500 | 2,500 | 2,500 |
| G&A:Professional Fees:Legal | G&A | | 5,000 | 5,000 | 5,000 | 5,000 |
| G&A:Professional Fees:Payroll | G&A | | 1,000 | 1,000 | 1,000 | 1,000 |
| G&A:Rent Expense | G&A | | | | | |
| G&A:Rent : Facility | G&A | $ | 0.58 | - | - | - |
| G&A:Rent : Equipment | G&A | | | | | |
| G&A:Repairs and Maintenance | G&A | | | | | |
| G&A:Seminar and Conferences | G&A | | 500 | 500 | 500 | 500 |
| G&A:Tools & Small Equipment (<$500) | G&A | | | | | |
| G&A:Trade Shows & Conventions | G&A | | | | | |
| G&A:Travel Expense | G&A | | | | | |
| G&A:Travel Expense:Lodging | G&A | | | | | |
| G&A:Travel Expense:Mileage Reimbursement | G&A | | 500 | 500 | 500 | 500 |
| G&A:Travel Expense:Parking | G&A | | | | | |
| G&A:Travel Expense:Transportation | G&A | | | | | |
| S&M:Advertising and Promotion | S&M | | 2,000 | 2,000 | 2,000 | 2,000 |
| S&M:Amortization Expense | S&M | | | | | |
| S&M:Computer and Software Expenses (<$500) | S&M | | 1,000 | 1,000 | 1,000 | 1,000 |
| S&M:Conferences & Seminars | S&M | | | - | - | - |
| S&M:Contract Labor | S&M | | 2,000 | 2,000 | 2,000 | 2,000 |

## Extraction Process

Great Lakes Medicinals will use CO2, super-critical fluid as the solvent for all cannabinoid extraction and will utilize a closed-loop, super-critical CO2 extraction machine to extract cannabinoids from the leaves and flowers of the female cannabis plants only. For its Brands GLM will cultivate only female cannabis plants selecting those with profiles that support is Brands. All useable plant material will be processed through the CO2 extraction machine to produce the initial five (5) brands/concentrates that will then be further processed into Department approved forms intended for final distribution to the patients and/or caregivers in the State of New York. GLM will select an UL, ETL or engineer certified closed-loop extraction machine from a reputable manufacturer/vendor. The extraction machine utilized will be intended for use on the cannabis plant to ensure the ability to consistently reproduce a homogenous brand during every extraction. Additional technology will be utilized to make post extraction adjustments based on testing results if required to meet intended CBD/THC targets for specific brands. Currently, GLM is evaluating a leading extraction and separation company with state-of-the-art extraction machines and processes to utilize within the manufacturing facility. The company has a long track record of building this equipment for other industries and have tried and proven technologies. The company currently being evaluated is Clean Room Extracts™.

### Clean Room Extractions™

One machine under evaluation to be utilized at the Great Lakes cultivation/manufacturing facility is from Clean Room Extracts™. The CO2 super-critical extraction machine is CRE420 Series System which utilizes the most current supercritical CO2 extraction technology with advanced precision engineering and multiple safety components. The CRE420 Series is easy to clean with minimum maintenance. The machine has been specifically manufactured to optimally extract cannabis products from any part of the Cannabis Sativa plant (kief, bud, trim, etc.). Clean Room Extracts™ extraction machine will be able to consistently produce the five (5) initial brands that will be offered by GLM. Advantages to this machine are its volume throughput. In the NY market with the limited licenses and 100% oil based products many technologies currently in practice will not be able to handle the volume demands. In addition CRE has additional Super Fluid Critical Chromatography technology that will allow GLM to separate the cannabinoids into individual constituents that can then be used to adjust the base extraction as needed to hit consist Brand composition targets. This will be imperative to being able to deliver a consistent supply of all brands ensuring a continuous supply.

## Brands

GLM will ensure compliance with the regulations from *1004.11.* To achieve this we will begin by selecting genetics that contain profiles that are in line with the intended brand. Due to the unknown nature of the entourage effect GLM will want to utilize the full profile of the genetic it is extracting from as the basis of the Brand. From here GLM will employ the Super Critical Fluid Chromatography to create isolated constituents that can then be used to adjust the base formulations if necessary to meet the brand targets.

**Per 1004.11, a "brand" is defined as:** *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. The specified brand shall have a total THC and total CBD concentration that is within 95 – 105% of that specified in milligrams per dose for that brand and shall have the same composition and concentration of inactive ingredients as that defined for the brand.*

Each of Great Lakes Medicinals medical marijuana product brands, in their final form, shall be defined as having a specific concentration of total THC and total CBD and shall have a consistent cannabinoid profile. The final medical marijuana product will not contain less than ninety-five percent (95%) or more than one hundred-five percent (105%) of the concentration of total THC or total CBD which will be indicated on the brand label.

Both extraction technologies being considered will be able to consistently produce the five (5) initial brands that will be offered by GLM. As stated this will be achieved through a combination of strain selection combined with separation technology utilized in conjunction with the extraction machine allowing GLM to isolate and separate

desired cannabinoids in desired amounts from any strain. This controlled process will create a homogenized and consistent product every time.

## Brand Dosage

Great Lakes will ensure that all brands produced will not exceed the state required 10 mg per dose. Brands will be prepared so that metered dosing is available; meaning that each brand will be prepared to ensure that there is a maximum of 10 mg per dose. Metered dosage will be available for the oil for sublingual administration and vaporization. Capsules will be limited to 10mg per capsule and the recommended dosage rate will be one (1) capsule.

## Great Lakes Medicinals Initial Brands

Great Lakes Medicinals intends to initially produce five (5) brands. In the future, Great Lakes may intend to produce additional brands to target specific qualifying conditions but will not do so until said new brands have been approved by the Department. Of the initial five (5) brands, Great Lakes will ensure that one (1) of the brands has a low THC and high CBD (1:20) content and that another one (1) of the initial five brand will have equal amounts of THC and CBD (1:1).

**Great Lakes Medicinal Initial 5 Brands:**

1) **Brand #1** — low THC and high CBD (1:20 ratio THC to CBD)
2) **Brand #2** — equal amounts THC and CBD (1:1 ratio THC to CBD)
3) **Brand #3** — low THC and high CBD (1:10 ratio THC to CBD)
4) **Brand #4** — high THC and low CBD (20:1 ratio THC to CBD)
5) **Brand #5** — high THC and low CBD (10:1 ratio THC to CBD)

## Brand Name(s)

Great Lakes Medicinals shall only utilize a distinct name which has been approved by the Department, and said name will only consist of letters and/or numbers. We will ensure that brand names are not coined or fanciful, and they will not include any "street", slang or other subculture based name. There will also be no reference made to any specific medical condition. Below are the proposed names for the initial five (5) brands that GLM intends to manufacture. Prior to using these names, Great Lakes will get the names approved by the Department. If the proposed names do not receive Department approval, GLM will rename the brands in order to receive Department approval.

1) Brand #1 — **"CBD 20:1"**
2) Brand #2 — **"Equal 1:1"**
3) Brand #3 — **"CBD 10:1"**
4) Brand #4 — **"THC 20:1"**
5) Brand #5 — **"THC 10:1"**

## One-Year Supply

Great Lakes will ensure the availability of at least a one-year supply of all brands offered. This will be accomplished first through the consistent cultivation of required volumes of raw material. The facility will be structured on a perpetual harvest schedule ensuring that the base Brand strains are harvested on a weekly basis ensuring ongoing supply of material for extraction. The next critical component will be selecting equipment that can process the volume of product required to maintain patient demand. The final component will be having on-hand isolated constituents to make any required adjustments. GLM will maintain testing equipment onsite to ensure a seamless process with strict quality control measures. Both extraction machines currently being reviewed by GLM will be able to meets its production demands.

**Clean Room Extracts Production Capability—**these production figures show that the CRE420 series extraction machine will have the necessary components and capabilities to consistently produce the desired brands in sufficient quantities to meet patient demand on to produce the required one-year supply of any GML offered brands.

| **Two runs per shift plus overnight run--standard yield** | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **System:** | **Hrs per Run** | **LBS per Run** | **Runs per Week (120 hrs)** | **LBS per Week** | **Week per Year** | **LBS per Year** | **# Years per System** | **LBS per 5 Year** | **THC Yield %** | **Grams THC @ 10% Trim** |
| ***CRE420*** | 4 | 24 | 15 | 360 | 48 | 17280 | 5 | 86400 | 35% | 1360800 |
| **Two runs per shift--3 shifts per day *plus* CRE IP for higher yield** | | | | | | | | | | |
| **System:** | **Hrs per Run** | **LBS per Run** | **Runs per Week (120 hrs)** | **LBS per Week** | **Week per Year** | **LBS per Year** | **# Years per System** | **LBS per 5 Year** | **THC Yield %** | **Grams THC @ 10% Trim** |
| ***CRE420*** | 4 | 24 | 30 | 720 | 48 | 34560 | 5 | 172800 | 90% | 6998400 |

## Alterations

GLM does not intend to ever utilize any additives or additional active ingredients or materials that would alter the color, appearance, smell, taste, effect or weight of an approved medical marijuana product. If the need or desire ever arise to use said ingredients or materials, we will ensure to first obtain written approval from the Department.

## Good Agricultural Practices

GLM has employed Tierra Stonewall who has received GAP certification and who will be responsible for ensuring that all cultivation operations utilize Good Agricultural Practices. Good agricultural practices will be utilized at the cultivation facility for all cultivation techniques, methods, activities and processes. GLM's quality assurance office, John Bolton, will also help to ensure that good agricultural practices will be utilized in the cultivation facility, helping ensure visual inspection of cultivation operations, growing plants as well as pre and post-harvest inspection. The

cultivation techniques and methodology to be utilized within Great Lakes cultivation facility are explained in more detail in the Standard Operating Procedures (SOP's). The SOP's cover all cultivation activities and operations to occur within the facility including but not limited to propagation/cloning, vegetative and flowering growth stages, Integrated Pest Management (IPM), harvesting and post-harvesting, transportation and delivery, waste procedures, and emergency protocols.

## Water Supply

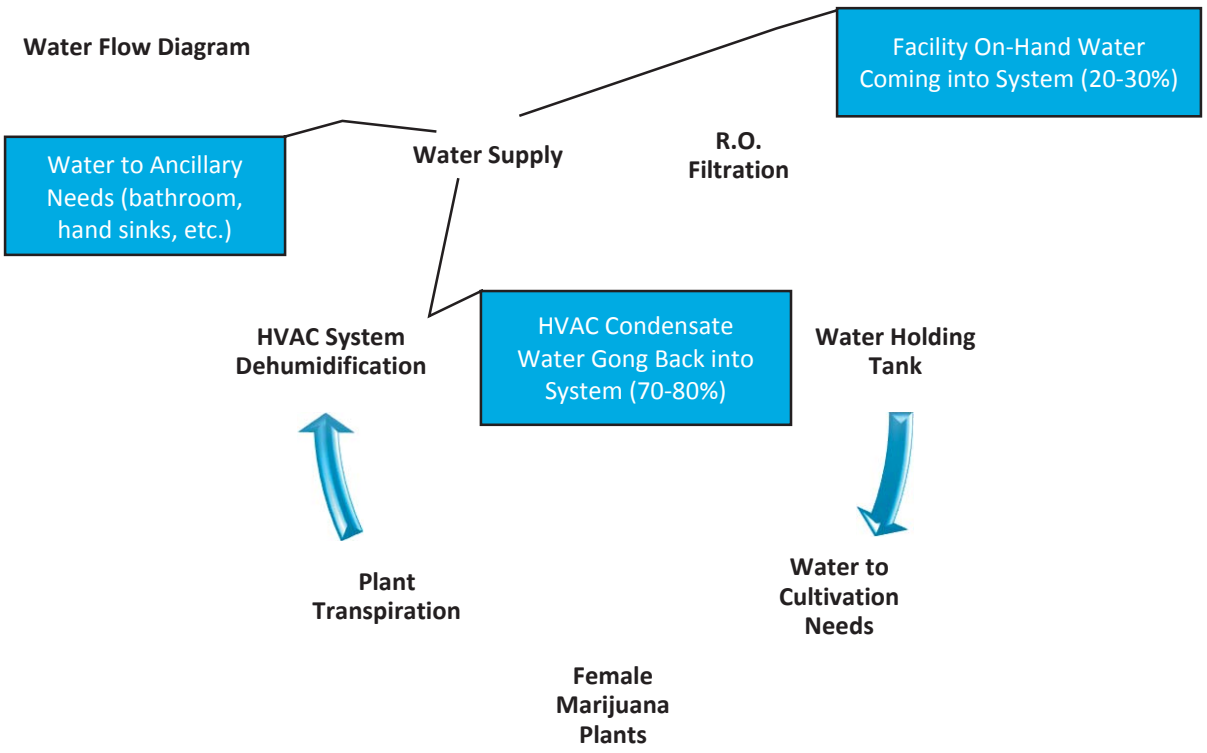
Water quality and availability are major driving forces for optimal plant growth and production success. GLM will have multiple options for water to the cultivation facility, providing triple redundancy for all water needs. This allows for uninterrupted water supply to the facility, which is crucial to prevent any stress to the plants as well as catastrophic crop failure. The Kodak Industrial Water will be the primary water supply, the Kodak Reverse Osmosis (RO) Water will be the secondary water supply, and the Kodak De-Mineralized Water would be the emergency water supply.

The Kodak Industrial Water will be connected to an in-house Reverse Osmosis (RO) Filtration System that will filter the water to optimal cleanliness levels to water the plants. The RO System will supply holding tanks with approximately 40,000 gallons of water during a 24 hr. period. This rate of flow will provide enough water to the plants during a system malfunction to give adequate time to get the system back operating or switch over to the secondary system. The holding tanks will supply feed-reservoirs stationed at each cultivation room that will ultimately feed the plants.

The plant watering system is a gravity fed system enabling the plant to feed as it needs preventing any stress to over or under watering. The cultivation feed-reservoirs have a float valve that calls for water from the RO holding tanks as the water level drops. From the feed-reservoir, water will flow through tubing to each individual plant tray. The plant tray has its own float valve to call for water from the feed-reservoir as the plant drinks the water in the tray. This is a bottom-up feed method using capillary action to carry water throughout the soil media providing adequate moisture for the root zone. With this type of watering system, there is no water run-off or waste water going into the sewer system allowing the facility to only use the amount of water it needs. This is a sustainable approach that GLM is focused not only from an environmental standpoint but also from a financial standpoint.

In keeping with the sustainable approach, GLM will be collecting moisture from the air through dehumidification with the HVAC system and diverting it back to the RO System to re-water the plants. As plants grow, they transpire approximately 70%-80% of the water they drink into the air and this raises humidity levels. As the environmental control systems maintain the parameters needed for optimal plant growth, the HVAC system will be required to provide adequate dehumidification. This dehumidification would produce condensate that typically would be discharged outdoors or in the sewer system as waste water, but GLM will be recapturing this condensate and piping

it back to the RO System to be filtered and sent back to out to water the plants. This cuts down significantly on water consumption, again, providing an environmental and financial benefit.




## Pesticides, Fungicides and Herbicides

Great Lakes Medicinals will limit the use of pesticides, fungicides and herbicides to a minimum. Producing medicinal grade medicine that is free of unwanted contaminants is at the core of the GLM mission. Especially when the products are being concentrated into oil forms further increasing the potential harmful effects of contaminates. The cultivation methodology to be implemented by Great Lakes will utilize organic cultivation techniques in a biodynamic super soil medium. A biodynamic soil will have an active ecosystem of beneficial bacteria, these beneficial bacteria not only improve the expression of the plants genetic potential but also improve the plants natural immunity reducing the need for reliance on pesticides. Great Lakes will only utilize organic pesticide, fungicides and herbicides that are approved for use on crops for human consumption and are not harmful to humans, animals or the environment and are approved by the New York State Department of Agriculture and Markets.

**Potential Pesticides, Fungicides, Herbicides or Other Chemicals:**

1. Actinovate
2. Azamax
3. Organocide

4. BotaniguardES
5. Pyganic
6. GreenCure
7. Green Clean
8. Neem Oil
9. Compost Teas
10. ProKure
11. Clorox Bleach
12. Hydrogen Peroxide
13. Isopropyl Alcohol

**Fungicides:**

1) **Actinovate**—beneficial bacterium Streptomyces lydicus, the product is OMRI listed and is sprayed as a preventative measure, or as a combative measure. It is applied on both root pests, as well as molds and mildews on the foliage.
2) **GreenCure**— Green cure is a fungicide comprised of potassium bicarbonate and is OMRI listed. Green cure raises the pH of the leaf surface to a level where mildew cannot survive
3) **Organocide**—organocide if a fungicide.

**Pesticides:**

1) **Azamax** — the active ingredient in Azamax is Azadirachtin. The product is OMRI listed, and is used as a broad spectrum pesticide, it is applied as a foliar as well as a root drench.
2) **BotaniguardES**— Organic product; the active ingredient in BotaniguardES is Beauveria bassiana. This beneficial bacteria acts as a growth inhibitor to soft bodied insects.
3) **Pyganic**— the active ingredient in Pyganic is Pyrethrin. This is an organic pesticide derived from the chrysanthemum flower. The product is OMRI listed.

**Preventative Maintenance:**

1) **Neem Oil**— Neem oil is used as a broad range preventative measure. The oil mechanically prevents mildew by protecting foliar surfaces, and also disrupts insect respiration by clogging an insects spiracles, which intake and exhale air. The product is OMRI Listed.
2) **Green Clean**— Organic- Green clean is a broad range preventative, a combination of plant based oils, as well an organic emulsifier. Used to disrupt the respiration in molds and mildews
3) **Compost Teas**— Organic - fungal dominant compost tea is used to non-chemically prevent powdery mildew, Compost teas also prevent root borne diseases by combating them with an array of microbes. Compost teas also strengthen a plants natural resistance to disease.

**Cleaning and Sanitation:**

1. **ProKure**— Oxidizing agent, general cleaning, room sterilizing
2. **Hydrogen Peroxide**— Oxidizing agent, general cleaning and sterilizing

3. **Isopropyl Alcohol**— general cleaning and sterilization
4. **Clorox Bleach**— general cleaning

All four of these are used to sterilize equipment between uses, or between cultivation cycles when cleaning empty cultivation rooms.

## Integrated Pest Management Program

GLM will also utilize Integrated Pest Management (IPM) practices to limit the introduction and/or prevent or eradicate an insect or disease infestation. Integrated Pest Management (IPM) is an effective and environmentally friendly approach to pest management that relies on a combination of practices; the IPM program is explained in more detail within the SOP's. Preventing the introduction of pests/insects, molds/mildew/bacteria, and diseases in general is a top priority of the cultivation facility. The facility will be designed to achieve biosecurity of critical areas. Clean zones will require employees to undergo sanitation protocols and enter through an airlock before accessing sensitive areas. Further technology will be employed within the systems of the facility to continually clean the environment eliminating unwanted containments from building up. At the plant level preventative measures and procedures will be implemented and utilized within the cultivation facility; all employees working within the facility must adhere to all IPM procedures and preventative measure and procedures. IPM utilizes a four-tiered approach:

1) **Set Action Thresholds**—before taking any pest control action, IPM first sets an action threshold, which is where you determine the level of pest and/or disease infestation that are acceptable and levels of infestation requiring control measures.

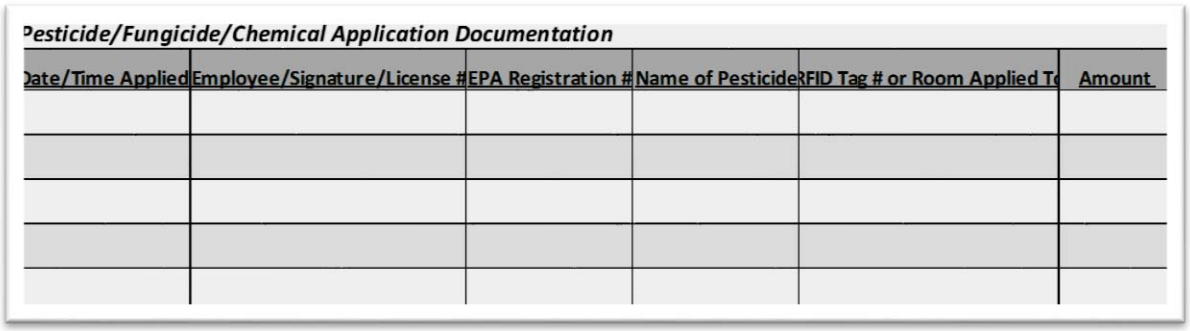
2) **Monitor and Identify Pests**—this is the stage in where pests and/or disease should be identified. IPM programs work to monitor for pests and identify them accurately, so that appropriate control decisions can be made in conjunction with action thresholds. Proper identification of pests and disease is of utmost importance in order to select the proper action and control measures to implement.

***Pest and Disease Identification***

| | |
|---|---|
| Date of 1st Sign of Infestation: | Type of Issue: Pest/Insect Infestation ☐ Mold/Fungal Infestation ☐ Bacterial Infestation ☐ Other |
| Name of Pest or Disease *(if known)*: | Zone/Room of Infestation: |
| Corrective Action to be Taken: | |
| Notes: | |

3) **Prevention**—as a first line of pest control, IPM programs work to manage the crop or cultivation area to prevent pests from becoming a threat. Preventative measures are practiced prior to entering a cultivation facility and through proper 'clean' protocols, preventative plant measures such as disease-fighting and disease-preventing nutrients and organic compost teas.

4) **Control**—once monitoring, identification, and action thresholds indicate that pest control is required, and preventive methods are no longer effective, the IPM program then evaluates the proper control method both for effectiveness and risk. Control measures will include the use of organic compost teas to help fight pest and/or disease. Predatory insects can also be used as a control measure to fight invasive insects. As a last resort, control measures will include the use of approved insecticides, fungicides and other chemicals. Any control measure utilized will be approved for use of crops intended for human consumption. Upon the need for control employees will begin a process of disease/pest eradication by using select insecticides, fungicides or other measures. Employees will utilize three (3) different pesticides and three (3) different fungicides to properly combat the disease(s)/pest(s). These measures will be applied to the cannabis plants on a 3-day rotation to effectively combat the intrusion.



*Pesticide/Fungicide/Chemical Application Documentation*

| Date/Time Applied | Employee/Signature/License # | EPA Registration # | Name of Pesticide | RFID Tag # or Room Applied To | Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

## Processing

Great Lakes Medicinals will process *ONLY* the leaves and flowers of the female cannabis plant at the cultivation facility. The processing of the leaves and flowers will be done in a safe and sanitary manner. All employees will be trained in proper safety and sanitary practices within the cultivation/manufacturing facility. Processing is explained in detail within the Standard Operating Procedures.

While processing any leaves of flowers, employees will be required to adhere to the company Personal Hygiene Policy. Employees will be required to properly wash their hands prior to commencing and processing of leaves and flowers. Employees will also be required to wear sanitary latex/nitrile gloves while processing any leaves or flowers.

Once the female cannabis plants are harvested they will need to dry for approximately seven (7) to fourteen (14) days. After the plants are properly dried they will need to be further processed and broken down to separate the

plant leaves and flowers from the stems and other biomass that will not be used in the extraction process. After the plants have been broken down and the unwanted biomass has been separated, the remaining cannabis leaves and flowers will be ready for the extraction process.

### Visual Inspection

Visual inspection of all plants will occur on a daily basis to ensure there are no visible signs of mold, mildew, pests, rot or gray or black plant material. Visual inspection of plants is an on-going practice of the IPM program that will be utilized at the Great Lakes cultivation facility. The visual inspections will be conducted by numerous people in different positions throughout the entire cultivation cycles.

All cannabis plants will be thoroughly inspected prior to harvesting to ensure there are no visible signs of mold, mildew, pests, etc. Staff will be thoroughly trained in the identification process and reference materials will be available at all times. All plants will be inspected again once harvested. Final visual inspection of harvested cannabis plants will be conducted by the senior cultivation staff member with a minimum of 1-year GAP certification, Tiera Stonewall; as well as by the quality assurance officer, John Bolton. Once cleared harvested material will be moved to drying.

If there are signs of mold, mildew, pests, etc. on harvested cannabis plants, contaminated plants will be immediately transported into a secure holding area specifically for temporary storage of plant material designated for destruction.. Plants and/or products needing to be destroyed will done so according to regulation requirements. Cannabis waste disposal procedures are explained in more detail with the SOP's. Areas where the contaminated plants were located will be fully sanitized per the cleaning protocols.

### Quarantined Storage

GLM will have a separate secure area within the cultivation facility for the temporary storage of quarantined medical marijuana material and/or products in need of destruction. After medical marijuana products have entered the separate secure storage area, they will be ready for destruction and will be destroyed following State regulations for proper cannabis waste disposal. Cannabis waste destruction and disposal is explained in more detail within the SOP's. The location of the separate secure area for quarantined product in need of destruction can be seen on the provided cultivation/manufacturing facility floorplan.

## Sanitary Requirements

Great Lakes Medicinals will ensure that all production of any approved medical marijuana will be accordance with general sanitary conditions. This will be done through required procedure and policies that will be implemented at all GLM facilities. The cultivation/manufacturing facility will be cleaned and maintained on a daily basis to ensure sanitary working environment and conditions. GLM retail dispensaries will also be cleaned and maintained on a daily basis to ensure a clean and sanitary working environment and conditions. Below are some of the different cleaning

activities that will be occurring daily at GLM various facilities. GLM facility cleaning procedures and protocols are explained in more detail within the SOP's.

**Daily Cultivation/Manufacturing Facility Cleaning and Sanitation**

- Sweeping of all cultivation areas
- Cleaning up of any cannabis plant material and debris
- Maintain bathroom cleanliness
- Cleaning of any equipment or utensils used during the daily operations
- Etc.

**Weekly Cultivation/Manufacturing Facility Cleaning and Sanitation**

- Clean and sanitize all surface areas, walls and floors
- Clean outside perimeter of entire facility—pickup any trash, debris, etc.
- Deep clean bathrooms
- Etc.

**Monthly Cultivation/Manufacturing Facility Cleaning and Sanitation**

- Thorough cleaning of any/all floor drains
- Change all HVAC filters
- Change/clean all HEPA/filtration filters
- Thoroughly clean RO system/filter
- Etc.

**Daily Retail Dispensary Cleaning and Sanitation**

- Windex all display cases
- Windex front doors and all windows
- Dust sales floor area
- Clean bathrooms
- Sweep/vacuum sales floor area, entrance, waiting area(s), etc.
- Etc.

**Weekly Retail Dispensary Cleaning and Sanitation**

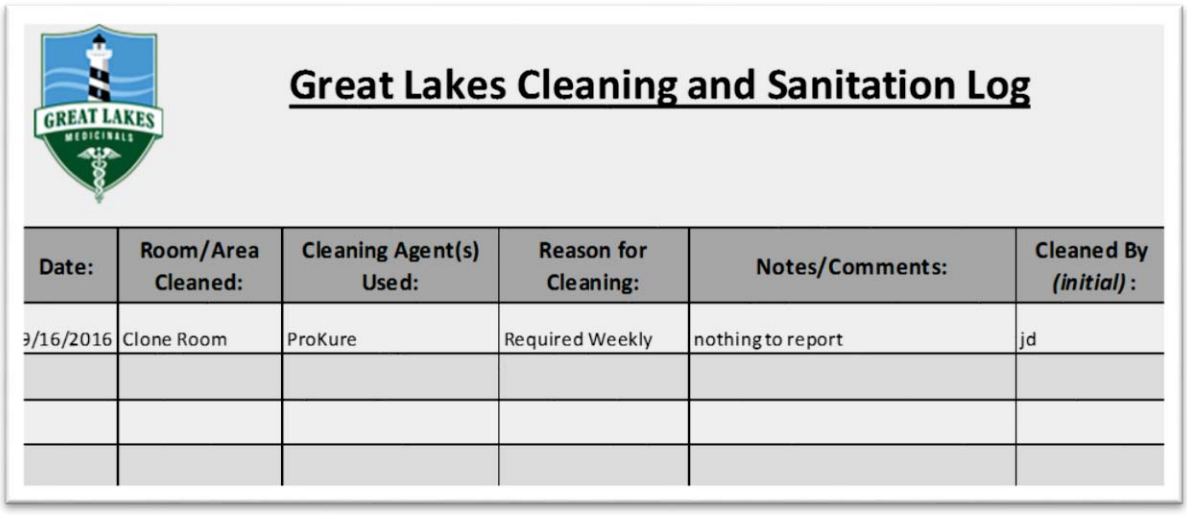
- Clean outside perimeter of building—pick up any trash, debris, etc.
- Clean parking lot—sweep, pick up any trash, debris, etc.
- Etc.

**Monthly Retail Dispensary Cleaning and Sanitation**

- Check HVAC/furnace filter—change if required

- Etc.

**Example of GLM Cleaning/Sanitation Log Sheet**



**Great Lakes Cleaning and Sanitation Log**

| Date: | Room/Area Cleaned: | Cleaning Agent(s) Used: | Reason for Cleaning: | Notes/Comments: | Cleaned By *(initial)*: |
|---|---|---|---|---|---|
| 9/16/2016 | Clone Room | ProKure | Required Weekly | nothing to report | jd |
| | | | | | |
| | | | | | |
| | | | | | |

## Chemicals, Pesticides, and Poisonous or Toxic Material Storage

All pesticides, sanitizers, cleaning agents or any other poisonous or toxic material will be properly stored in a separate area away from the marijuana and medical marijuana products within a clearly marked chemical storage cabinet or closet within the facility(s). All chemicals or other poisonous or toxic materials will be clearly identified in distinctly labeled containers, this will ensure employees will be able to easily identify chemicals for proper use.

## Forms and Routes of Administration

### Forms

**Per 1004.11, a "form" is defined as:** *a type of a medical marihuana product approved by the commissioner and shall refer to the final preparation of an approved medical marihuana brand; for example, an extract in oil for sublingual administration, an extract for vaporization or an extract in a capsule for ingestion.*

**Current Department Approved Forms:**

- Liquid or oil preparations for metered oromucosal or sublingual administration or administration per tube;
- Metered liquid or oil preparations for vaporizations;
- Capsules for oral administration; or
- Any additional form or route of administration approved by the Commissioner. Smoking is not an approved route of administration.
- Approved medical marijuana products may not be incorporated into edible food products by the registered organization, unless approved by the Commissioner.

**Great Lakes Medicinals Forms:**

- Metered oil or liquid for vaporization
- Oil for sublinguals
- Oil for capsules for oral administration

Great Lakes Medicinals will only cultivate cannabis flower for extraction and infusion purposes and will not offer raw cannabis of any kind for sale to patients and/or caregivers. Raw flower of any kind will not be available for purchase. This includes but is not limited to flower, bud, shake, trim, sugar leaf, kief, etc.

GLM will not manufacture, produce, distribute, dispense or sell any edible products with marijuana incorporated in them without prior approval from the commissioner.

GLM intends to offer each of the initial five (5) brands in the three (3) different forms described above; oil for sublingual administration from each of the five (5) initial brands, oil for capsules for oral administration from each of the five (5) initial brands, and oil for vaporization from each of the five (5) initial brands.

### Oil for Vaporization

The five (5) brands produced by GML will be available for distribution to patients in the form of CO2 oil for vaporization. CO2 oil is used in vaporizing the medical cannabis opposed to smoking as vaporizing is less harmful to respiratory health of medical cannabis patients. CO2 liquid extracts are used in vaporizing medical cannabis. Different medicinal values and benefits will be obtained through different brands offered. The high CBD and low THC brand "CBD 20:1" will be very beneficial for patients looking for a high concentration of CBD oil to alleviate chronic pain. Smoking medical marijuana in any form is not a Department approved route of administration; the CO2 oils produced by GLM will be solely intended for vaporizing. Vaporizing is less harmful to respiratory health of medical cannabis patients as there is no combustion of materials and likely a reduced exposure to carcinogens.

### Oil for Sublingual Administration

The five (5) brands produced by GLM will also be made available as an oil for sublingual administration for the patients of New York. Sublinguals will be utilized by patients who do not want to vaporize the medical marijuana products, for patients who prefer sublingual administration and for patients with doctor instructions to use sublinguals as the primary route of administration. Sublingual are a way to orally ingest medical cannabis. A sublingual is meant for placement under the tongue of a patient for delivery of medication. Tinctures are another form of liquid edible cannabis. Tinctures will be consumed by placing the liquid tincture under the patients tongue, drinking the liquid tincture alone or mixing the tincture with tea or some other beverage.

### Oil for Capsules for Oral Administration

GML will also make the initial five (5) brands available in capsules, pill-form for oral administration for patients. Capsules, or pill-form cannabis products for oral administration will be beneficial to patients that cannot or prefer to not vaporize cannabis or use sublingual cannabis products as a route of administration. Medical marijuana patients will ingest the capsules in order to receive the medicinal benefits of the medical marijuana product.

### Routes of Administration

Smoking is *NOT* a Department approved route of administration and GLM will not offer, distribute, dispense or sell raw cannabis flower of any kind including but not limited to raw flower, bud, shake, trim, sugar leaf, kief, etc. GLM shall only further process Department-approved brands into

**Department Approved Routes of Administration Include:**

- Oil for sublingual administration
- Oil for vaporization
- Oil in capsules for oral administration

**Great Lakes Medicinals Routes of Administration:**

- Oil for vaporization
- Oil for sublingual administration
- Oil in capsules for oral administration

## Point of Sale System

Great Lakes Medicinals will utilize a cannabis-industry specific Point of Sale (POS) system at all facilities. The POS system will aid in numerous daily activities including but not limited to seed-to-sale tracking, inventory control and management, sales procedure, packaging and labeling, record keeping, patient database, employee time tracking, etc. GML will utilize a POS system from one of the regulated marijuana industry leading 3rd party vendor, BioTrackTHC™. BioTrackTHC™ was just awarded the state contract for seed-to-sale software tracking and will be the inventory tracking software that will be required state-wide.

BioTrackTHC™
The Only Seed to Sale Solution

## Packaging and Labeling

### Product Packaging

Great Lakes Medicinals will package the final form of *ALL* medical marijuana products at the cultivation/manufacturing facility. ALL medical marijuana final products for retail distribution and sale to the patients of New York will be prepackaged at the manufacturing facility. GLM will seal every final medical marijuana product and ensure that said original seal will not be broken except for testing purposes performed by an approved laboratory, or broken by the Department in the case for adverse event investigations, or broken by the certified patient or designated caregiver.

Upon packaging final medical marijuana products, GLM will seal every package in final form with a temper-evident heat seal to prevent to help ensure said product is only opened by the intended recipient.

Tamper-Evident Packaging to be used for pill-form edibles *(capsules)*

**Source:**
http://www.servipak.com/tamperevidentser.htm

Tamper-Evident Packaging to be used for oils *(for sublingual administration)*

**Source:**
http://www.totalpharmacysupply.com/browse.cfm/heat-shrink-seals-48-x-35-mm/4 3551.html

Tamper-Evident Packaging to be used for oils *(for vaporization)*

**Source:**
http://www.marijuanapackaging.com/opaque-child-resistant-blunt-and-cone-tubes.html

All final medical marijuana products manufactured by GLM will be prepackaged at the manufacturing facility in child-resistant, tamper-proof/tamper-evident, light resistant, and re-sealable package that minimizes oxygen exposure. Packages utilized by GLM will be comparable to the packaging options seen below.

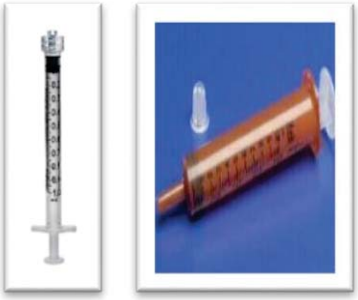
Child Resistant Packaging to be used for pill-form edibles *(capsules)*

**Source:**
http://packaging.indiabizclub.com/products/child_resistant_closures_and_containers

Child Resistant Packaging to be used for oils *(for sublingual administration)*

**Source:**
http://www.mmcdepot.com/amber-glass-tincture-bottles-dropper-1-dram.html

Metered Dosage Packaging to be used for oils *(vaporization administration)*



**Source:**
http://www.marijuanapackaging.com/dispensary-supply/concentrate-containers.html

## Exit Packaging

Great Lakes Medicinals will also utilize 'exit packaging' at all retail dispensary locations. This exit packaging will be used to place the pre-package medical marijuana products in at the retail dispensary prior to patients and/or caregivers exiting the dispensary. Exit packaging will be opaque concealing the contents inside and will allow patients and/or caregiver discretion upon exiting the dispensary. Exit packaging is also utilized to minimize the risk to product diversion or the medical marijuana product(s) falling into the wrong hands. GLM will utilize the marijuana industry specific exit package developed by American Cannabis Company Inc., The Satchel™.

The Satchel™ is a pouch-like case designed as a high-quality, child-resistant exit package solution for the regulated cannabis industry. The Satchel™ meets child-safety requirements of the Consumer Products Safety Commission (CPSC), making it compliant in all states. The Satchel™ is also tested and approved by the American Society for Testing and Supplies (ASTM). The Satchel™ will meet all current exit packaging regulations; featuring a child-resistant closure completely concealing the contents inside.

**THE SATCHEL™**

## Lot Identification

Great Lakes Medicinals will identify each lot of approved medical marijuana products with a unique lot identifier. A unique lot identification number will be generated for every lot of approved medical marijuana products manufactured within the facility. GLM will utilize a selected Point of Sale (POS) system that will help with the generation of unique lot identification numbers for each lot of approved medical marijuana products.

## Labeling

GLM will affix each approved medical marijuana product with a product label at the cultivation/manufacturing facility prior to said product leaving the facility. Great Lakes will have all medical marijuana product labels approved by the Department prior to use. Each product label will be applied at the manufacturing facility and will be easily readable and firmly affixed and will include all required language and information as stated in *1004.11*.

Below is an example of a product label developed by GLM for the Brand 1:1 Equal. All final medical marijuana products will have a similar, state-compliant labels created for said products.

***Example of Product Label***

***Great Lakes Medicinals***

**Address:** 26 Corporate Woods, Brighton, NY 14623

**Brand:** *Equal 1:1*

***Date Packaged:*** *8/2/2015*

***Expiration:*** *1/2/2016*

**Registration #:** *TBD*

**Form:** *Oil for Sublingual Administration*

**Lot ID #:** *000002*

**Phone:** *TBD*

**Total Package Quantity:** *250mg (~25 doses)*

**Storage Requirements:** *store at cool temperature; in refrigerator for prolonged storage*

**Dosage Recommendations:** take one (1) metered dose eery 4-6 hours as needed to alieviate seizures. Single dose THC is 5 mg; Single dose CBD is 5 mg. **Administration:** Place 1-2 drops under tongue

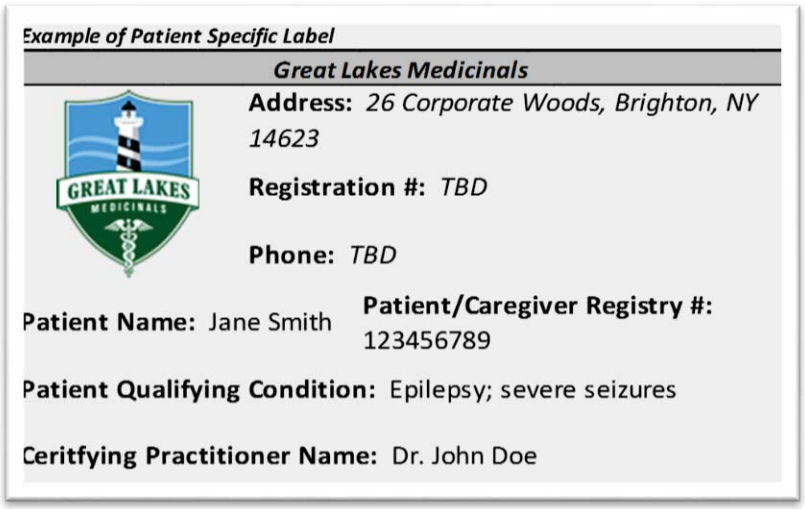
***"Medical marihuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient";***

***"Keep secured at all times"; "May not be resold or transferred to another person"; "This product might impair the ability to drive";***

***"KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marihuana product is being given to the child under a practitioner's care");***

***"This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician."***

Great Lakes Medicinals wil also attach patient-specific labels to each approved medical marijuana product prior to said product being dispensed to any patient and/or caregiver. Below is an example of a patient label developed by GLM. A label such as this will be affixed to every approved medical marijuana product dispensed to a patient and/or caregiver.




## Testing

Great Lakes Medicinals will ensure that a sample of each lot of medical marijuana products produced at the manufacturing facility will be sent to an independent DEA testing laboratory located in the State of New York. GLM will ensure compliance with all regulatory requirements pertaining to testing medical marijuana products produced at the registered manufacturing facility. GLM will also adhere to all applicable state and/or local laws and regulations pertaining to the transportation of medical marijuana products to approved testing laboratories.

### Testing Procedure

For each lot of medical marijuana products produced, GLM will submit a predetermined number of final medical marijuana products to an independent laboratory approved by the Department for all required testing. Said laboratory will certify that the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released from Great Lakes manufacturing facility to any dispensing facility.

If any lot does not meet the minimum standards or specifications for safety, the lot shall be rejected by the laboratory and destroyed by GLM. If any lot does not meet the minimum standards or specifications for brand consistency, the lot shall be rejected by the laboratory and destroyed by Great Lakes. Great Lakes will keep and maintain all records documenting the submission of medical marijuana products to approved laboratories and the laboratory test results

as required per *Section 1004.11*, Great Lakes will provide said test results and/or records to the Department upon request.

## Testing Stability

Great Lakes Medicinals will demonstrate the stability of each approved medical marijuana product produced through the testing procedure that will be implemented at GLM's manufacturing facility. Each of GLM's brands, in every form, will be tested by an independent DEA testing laboratory within the State of New York to demonstrate the stability of said products. All GLM medical marijuana products (all brands in all forms) will be tested for stability, and validity limits shall be determined for said products including but not limited to the following:

- stability and expiration date
    - medical marijuana products shall be stable for a minimum of 60 days storage
    - specific storage requirements to ensure product stability (light, temperature, humidity)
- shelf-life for unopened medical marijuana products
- storage requirements
    - storage requirements at the manufacturing facility
    - storage requirements during transportation
    - storage requirements at the dispensing facility(s)
    - storage requirements for patients
    - storage requirements for samples retained for future testing

GLM will request that the above mentioned stability, shelf-life and expiration date information will be supplied by the DEA testing laboratory that completes the required tests on medical marijuana products.

## Type of Laboratory

Great Lakes Medicinals will ensure that all medical marijuana products produced are examined by a DEA laboratory located in the State of New York. No board member, office, manager, owner, partner, member or the like will have an interest or voting rights in the laboratory performing medical marijuana testing. All final medical marijuana products manufactured by GLM will be tested in accordance with regulatory requirements. GLM will only utilize DEA laboratories within the State of New York for all medical marijuana products produced.

## Transportation to Testing Laboratory

GLM will ensure that all applicable laws and regulations are adhered to for the transportation of any medical marijuana product to a DEA testing facility within the State of New York. Below is a brief description of the transportation procedure to be implemented at GLM facilities.

GLM will have a minimum of two (2) employees present during any transporting of medical marijuana products; one employee will remain with the transportation vehicle at all times during transportation activities. All medical marijuana products will be transported at randomized times, in an unmarked, armored cargo van with a safe mounted on the inside that is bolted and welded to the vehicle frame. No medical marijuana products will be visible from the outside of the transportation vehicle during the transportation process. The employees transporting any medical marijuana products will have personal cell phones as well as 2-way radios inside the transportation vehicle as a means of constant communication.

A trip manifest will completed prior to transportation of any medical marijuana products. The employees transporting the medical marijuana product will maintain a copy of said trip manifest at all times. The transportation route planned must not be deviated from unless extreme circumstances call for such. If a transportation route deviation needs to occur, the transporting employees shall notify management and record the deviation on the trip manifest. The trip manifest is to be completed and signed by the party receiving the medical marijuana products. Trip manifests will be kept on file, recorded and maintain at the manufacturing facility and shall be made available to the Department upon request. Transportation procedures are explained in more detail within the Security Plan prepared by Security 101 and the SOP's.

## Additives

GLM will ensure that no synthetic marijuana additives will be used in the production of any medical marijuana product. We will strive to source the highest quality, and organic ingredients when possible for all production of medical marijuana products. GLM does not have the need nor the desire to use synthetic marijuana additives in the production of any medical marijuana products.

## Standard Operating Procedures (SOP's)

Great Lakes Medicinals will utilize Standard Operating Procedures (SOP's) manual for all methods used from cultivation of medical marijuana through packaging, sealing and labeling of each lot of medical marijuana product. The SOP's include the use of good agricultural practices (GAPs) and will conform to all applicable laws and rules of New York State.

The SOP's will be able to be validated to demonstrate that Great Lakes will be able to produce and dispense consistent and reproducible medical marijuana products such that, for each form of each brand produced, there is homogeneity, absence of contamination and reproducibility of the brand profile in each lot. *Per 1004.11*, the SOP's utilized at all Great Lakes Medicinal facilities will be strictly followed and adhered to by all employees at all times. The SOP's utilized by GLM are a separate, additional document that will be utilized within the cultivation/manufacturing facility and the retail dispensing facilities. The SOP's are attached to this application in Attachment D of this application.

GREAT LAKES
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# ATTACHMENT B

All Equipment

# ATTACHMENT B—EQUIPMENT

Below is the identification of all equipment that will be used to carry out the manufacturing, processing, transportation, distributing, sale and dispensing activities described in Great Lakes Medicinals (GLM) application and operating plan.

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# Manufacturing Equipment

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

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

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

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

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

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

# Processing Equipment

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

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

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

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

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

# Transportation and Distribution Equipment

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

## Sale and Dispensing Equipment

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

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# ATTACHMENT C

Rental Leases

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# ATTACHMENT C—RENTAL LEASES

Below are copies of all applicable executed and proposed deeds, leases, and rental agreements or executed option contracts related to the Great Lakes Medicinals real property interests, that shows that Great Lakes Medicinals possesses or has the right to use sufficient land, buildings, and other premises as specified in the application and equipment to properly carry on the activities for which registration is sought.

All great Lakes Medicinal lease agreements shall clearly set forth as a purpose the manufacturing and/or dispensing of medical marihuana, as applicable, and include the following language:

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

## Cultivation/Manufacturing Facility

# GREAT LAKES
## MEDICINALS

## Cultivation/Manufacturing Facility Location

**Rochester, NY**

**Address:** Eastman Kodak Business Park, 1669 Lake Ave, Rochester, NY 14652, Building 350

**Lease/LOI:** See below for full copy of the executed lease.

*Execution Version*

**LEASE AGREEMENT**

**DATED AS OF MAY 12TH, 2015**

**BY AND BETWEEN**

**EASTMAN KODAK COMPANY,**

**LANDLORD**

**AND**

**GREAT LAKES MEDICINALS LLC**

**TENANT**

---

**PREMISES:**

**PORTION OF EASTMAN BUSINESS PARK BUILDING, EAST SECTION (EBP-M), BUILDING 350, FIRST AND SECOND FLOORS**

**TOWN OF GREECE, NEW YORK**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, dated as of May 12th, 2015 (this "Lease" or this "Agreement"), is entered into by and between **EASTMAN KODAK COMPANY,** a New Jersey corporation ("Landlord"), and **GREAT LAKES MEDICINALS LLC,** a New York limited liability company ("Tenant").

**1. PREMISES.**

(a) Definition of Premises. Landlord hereby leases unto Tenant and Tenant hereby accepts from Landlord, approximately: (i) 53,264 usable square feet of space located on the first floor; and (ii) approximately 58,901 usable square feet of space located on the second floor (collectively, the "Premises") for an approximate total of 112,165 usable located in that certain building known as Building 350 (the "Building"), located in the east section of the manufacturing plant known as Eastman Business Park ("EBP"), in the Town of Greece, County of Monroe, and the State of New York. Floor plans showing the location of the Premises in the Building are attached hereto as **EXHIBIT A** and made a part hereof. A map showing the location of the Building is attached hereto as **EXHIBIT B** and made a part hereof. The Premises shall also include the right to use in common with other occupants of the Building access and delivery areas designated by Landlord from time to time as reasonably required for the use of the Premises, cafeteria areas (if any) and other common areas appurtenant to the Building (including the loading docks) (collectively, the "Common Areas"), subject to reasonable rules and regulations imposed by Landlord.

(b) Right of First Offer for Expansion of Premises.

(i) Defined. Throughout the Term of this Lease, Landlord grants to Tenant a right of first offer to lease certain vacant land (the "ROFO Land") located to the west of the Building for the purpose of erecting a greenhouse to support Tenant's permitted Medical Marihuana Uses (hereinafter defined). The general location of the ROFO Land is shown on **EXHIBIT B** attached hereto.

(ii) Offering Notice. If, at any time during the Term hereof, Landlord wishes to lease the ROFO Land, Landlord shall furnish to Tenant with a written notice with respect to its desire to lease such ROFO Land containing the terms and conditions of any such leasing (an "Offering Notice") including the Base Rent and any additional rent which is to be paid with respect to such ROFO Land. Within twenty (20) days after Landlord's delivery of an Offering Notice to Tenant, Tenant shall either (a) give Landlord written notice ("Acceptance Notice") that Tenant elects to lease the offered ROFO Land on the terms and conditions set forth in the Offering Notice, or (b) give Landlord written notice that Tenant elects not to lease such offered ROFO Land ("Refusal Notice"). If Tenant timely gives an Acceptance Notice as aforesaid, then Landlord and Tenant shall promptly enter into a written amendment to this Lease for the offered ROFO Land upon the same terms and conditions set forth in the Offering Notice. In the event that (i) Tenant gives a Refusal Notice or (ii) Tenant fails to give Landlord notice of Tenant's election within the twenty (20) day period following receipt of the Offering Notice, then Landlord shall be deemed to have satisfied its obligations with respect to Tenant's right of first refusal for the ROFO Land and Landlord shall be entitled to offer such ROFO Land for lease to any third party

(c) Condition of Premises. Within thirty (30) days after satisfaction of the contingency set forth in Section 2(b) below, Landlord shall make any improvements to the space to make it legally rentable in accordance with the required building codes, such improvements being at the sole cost and responsibility of Landlord, and thereafter Tenant accepts the Premises, and any additional space subject to Tenant's Expansion Rights, in "as-is" condition. In addition, Landlord shall pay the costs incurred in site and perimeter security in compliance with State laws and regulations, as well as securing entry points into the Premises and securing any elevators in the Building. Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Landlord shall provide Tenant with reasonable opportunity to inspect the Premises prior to taking possession. No promises of Landlord to alter, remodel, repair or improve the Premises or the Building and, other than those expressly set forth herein, no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant. Any improvements desired by Tenant in the Premises shall be made at the sole cost and expense of Tenant and otherwise in strict compliance with all terms of this Lease. In addition, Tenant acknowledges that the Town of Greece may require approval of and/or changes to fire code access and compliance with the Americans with Disabilities Act (and other laws) and that any such approvals and/or changes shall be the sole responsibility of Tenant and Tenant acknowledges that all uses must be fully compliant with current building codes for this section of EBP, and as such, this Lease is subject to a use review with Town of Greece Planning Board. Any Alterations (as hereinafter defined) desired by Tenant must comply with all provisions of this Lease including, but not limited to, the provisions of Paragraph 11(d) herein.

**2. TERM.**

(a) Lease Term. The initial term of this Lease (the "Lease Term") shall commence on the first day of the month following the date Tenant receives all Tenant's Approvals (defined below) assuming Tenant has satisfied the Guaranty contingency set forth below (such date is hereinafter called the "Commencement Date" unless Tenant elects to waive the contingency set forth in Paragraph 2(b)(i) and otherwise has satisfied the Guaranty contingency set forth in Paragraph 2(b)(ii) herein in which case the Commencement Date shall be such earlier date requested by Tenant in its notification to Landlord waiving the contingency) and continue for a period of seven (7) years and two (2) months, subject to Tenant's right to terminate this Lease prior to the Commencement Date (described in Section 2[b][i] below) and Landlord's right to terminate this Lease prior to the Commencement Date (described in Section 2[b][ii] below), and shall end on the earlier of (i) midnight on the date after seven (7) years and two (2) months or (ii) the earlier termination or cancellation of this Lease in accordance with the terms hereof (the "Expiration Date").

(b) Contingencies. This Lease and the obligations of each party hereunder are expressly contingent upon:

(i) Tenant's Approvals. Tenant's receipt of all necessary licenses, permits, or other approvals (hereinafter, "Tenant's Approvals") from the State of New York, the Town of Greece, the County of Monroe, or any other governmental, quasi-governmental, or any other authority authorizing Tenant to operate as a "registered organization" organized for the purpose of acquiring, processing, manufacturing, selling, delivering, transporting, distributing or dispensing medical marihuana in accordance with the requirements of title 5-A of article 33 of the Public

Health Law of the State of New York. If at any time prior to December 31, 2015, Tenant determines in good faith that it will not receive Tenant's Approvals or Tenant is denied the receipt of Tenant's Approvals, Tenant shall notify Landlord of same and either party may terminate this Lease by written notice given to the other. Tenant agrees to use its commercially reasonable efforts to apply for and diligently pursue Tenant's Approvals and to notify Landlord within five (5) days after all Tenant's Approvals have been awarded or otherwise given or denied to Tenant.

(ii) Guaranty. Landlord's receipt of a fully executed Guaranty of Lease in the form attached hereto as **EXHIBIT E** (the "Guaranty") from the fund entity which will be in possession of reasonably adequate sums to be able to guaranty the payment and performance by Tenant of all terms, covenants and provisions of this Lease. As soon as such fund has been duly constituted and formed, Tenant shall provide reasonable financial information to Landlord supporting the fund's ability to provide the guarantee required herein and Tenant shall cause the fund to execute the attached Guaranty and deliver a fully executed original of such document to Landlord. If, on or before the time that Tenant has satisfied the contingency relating to Tenant's Approvals set forth in Section 2(b)(i) above and has not satisfied the Guaranty contingency set forth herein, Landlord shall have the right to terminate this Lease by written notice given to Tenant at any time prior to the date on which Tenant delivers all information and documentation to Landlord necessary to satisfy the Guaranty contingency set forth herein in which case this Lease shall thereafter be null and void. Tenant agrees to use its commercially reasonable efforts to satisfy this Guaranty contingency as soon as reasonably possible following the execution of this Lease by both parties.

(c) Renewal Right. Tenant shall have the right to renew this Lease for three additional terms of five (5) years each (each, a "Renewal Term"), on the same terms and conditions provided herein (except this clause relative to any further renewals), by delivering written notice to Landlord of its intent to renew no less than twelve (12) months prior to the expiration of the initial Lease Term or the then-current Renewal Term as the case may be, provided that at the date of exercise of the option to renew, and on the effective date of each such Renewal Term, there is no default by Tenant in the performance of any of its obligations under this Lease. During each Renewal Term, Tenant covenants and agrees to pay to Landlord for the Premises, in lawful money of the United States, an annual base rental (the "Renewal Base Rent"), determined in accordance with the provisions of Paragraph 4(b) below.

## 3. TENANT'S USE OF AND ACCESS TO THE PREMISES

(a) Permitted Uses. The Premises shall be occupied and used by Tenant for the purpose of acquiring, processing, manufacturing, selling, delivering, transporting, distributing or dispensing medical marihuana as a "registered organization" in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York and for warehousing purposes associated therewith (collectively, the "Medical Marihuana Uses"), and for no other purpose whatsoever, except as may be reasonably agreed upon in writing by Landlord and Tenant and, if applicable, a permitted assignee of Tenant. Only after strict compliance with the terms of this Lease including, but not limited to, the provisions of Paragraph 11(d) herein, Tenant shall be permitted to perform any and all ancillary work necessary to support Tenant's business as a "registered organization" operating in compliance with title 5-A of article 33 of the Public Health Law of the State of New York. Tenant is expressly prohibited from using the Premises for any purpose (including storage) which involves any processes and/or materials (including but not limited to any

chemicals) if Landlord advises Tenant that such are reasonably deemed by Landlord to cause any additional liability to Landlord. Provided that Tenant continues to be in compliance with applicable state law, the preceding sentence shall not be construed to limit Tenant's use of the Premises as a "registered organization", as indicated above, in any way.

(b) Tenant's Access to the Premises. Subject to the reasonable security and operating policy of Landlord, written notice of which shall be provided to Tenant, Tenant is entitled to 24 hours per day, 365 days per year access to the Premises.

(c) Restrictions on Tenant's Activities. Tenant shall comply and shall cause all of its agents, contractors, employees, visitors and any others using the Premises to comply with each and every restriction and requirement set forth in the Rochester Site Requirements for Tenants (the "Site Requirements") promulgated by Landlord and attached hereto as **EXHIBIT D** and made a part hereof. At any time and upon reasonable prior notice to Tenant, Landlord reserves the right to promulgate and enforce additional rules and regulations with respect to Tenant's use and occupancy of the Premises. However, Landlord shall not promulgate any rules or regulations which would prohibit Tenant's Medical Marihuana Uses indicated in Paragraph 3(a) above.

(d) Tenant's Rights to Use IT Facilities. Subject to the terms of the following subsections, during the Lease Term, at no additional cost to Tenant, Tenant and its employees shall have the right to use, and access to, the telecommunication facilities located in the Premises and the Building as described below:

(i) Frame/Demarcation Room. Tenant shall have the right to have access to, in common with Landlord, the existing frame/demarcation room (the "Demarcation Room") in the Building (in which the telecommunications connections from the Building to areas outside the Building are located) from time to time upon advance request by Tenant to Landlord. Landlord, Tenant and any other tenant or occupant having access to the Demarcation Room shall reasonably cooperate to isolate, to the extent reasonably possible within the Demarcation Room, each party's equipment and cabling located in the Demarcation Room. Landlord may require Tenant to be escorted by a representative of Landlord to the Demarcation Room.

(ii) Wireless Network. Tenant shall not install at the Premises any wireless network ("Wireless Network") without advance written consent of Landlord, which consent shall not be unreasonably withheld. In the event Tenant desires to install a Wireless Network, Tenant shall first submit to Landlord plans and specifications therefor for Landlord's review as part of Landlord's determination of whether to approve the Wireless Network installation. If Landlord shall determine, in its sole discretion, that the Wireless Network proposed to be installed by Tenant fails to comply with Landlord's standards for such networks in the Building or at EBP, or would cause interference with the operation of wireless or other networks of Landlord at the Building or at EBP, then Landlord shall have the right to withhold its consent to Tenant's proposed Wireless Network, and such failure to consent shall not be deemed unreasonable for purposes of this Subparagraph 3(d)(ii).

(iii) Conditions Upon Surrender. Upon the Expiration Date, Tenant shall, subject to Sections 11(d) and 35, surrender in place to Landlord any horizontal, Premises cabling and any riser cabling used by Tenant at the Building, regardless of whether such cabling exists on the Commencement Date or is later installed by Tenant.

## 4. RENT

(a) Base Rent. Tenant shall pay to Landlord as base or fixed rent (the "Base Rent"), in U.S. legal tender, at the following address: Eastman Kodak Company, 343 State Street, Rochester, New York 14650-0207, Attention: Kodak Real Estate, Lease Administration & Field Operations, or as otherwise directed from time to time by Landlord's written notice, the following amounts:

| MONTHS | RENT PER SQUARE FOOT | ANNUAL RENT | MONTHLY RENT |
|---|---|---|---|
| 1-2 | $0.00 | $0.00 | 0.00 |
| 3-12 | $4.50 | $504,742.50* | $42,061.88 |
| 13-24 | $5.50 | $616,907.50 | $51,408.96 |
| 25-36 | $6.00 | $672,990.00 | $56,082.50 |
| 37-48 | $6.18 | $693,179.70 | $57,764.98 |
| 49-60 | $6.37 | $714,491.05 | $59,540.92 |
| 61-72 | $6.56 | $735,802.40 | $61,316.87 |
| 73-84 | $6.75 | $757,113.75 | $63,092.81 |

* This time period is less than one full year

The Base Rent shall be paid in equal monthly installments as shown above. Tenant and Landlord agree that no Base Rent shall be due from Tenant for the two months following Commencement Date. The first installment of Base Rent shall be paid on the first day of the third month following the Commencement Date ("Rent Commencement Date") and, thereafter, each installment of Base Rent shall be paid promptly on the first day of every remaining calendar month of the Lease Term, and pro rata, in advance, for any partial month, without demand, the same being hereby waived, and without any set-off or deduction whatsoever except as otherwise expressly provided in this Lease. The monthly payment shall be pro-rated for any partial month during the Lease Term. Any payment required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due shall thereupon be deemed to be due and payable by Tenant to Landlord on demand with interest thereon at the rate of ten percent (10%) per annum computed from the date when the particular amount became due to the date of payment thereof to Landlord. In addition, subject to the terms of Section 17 of this Lease, if Tenant fails to timely pay any installment of Base Rent or Additional Rent (as hereinafter defined), a late charge will be due and owing at the rate prescribed in Section 17 of this Lease upon any Base Rent and/or Additional Rent (defined below) not paid by the fifth (5th) business day after the date on which such Rent is due.

(b) Renewal Rent. Base Rent during the Renewal Term of this Lease, if any, shall continue to increase by two (2%) percent above the prior year's Base Rent during each and every year in any Renewal Term.

(c) Costs and Expenses Deemed Rent. All costs and expenses which Tenant agrees to pay to Landlord pursuant to this Lease shall be deemed additional rent ("Additional Rent") and, in the event of non-payment thereof, Landlord shall have all the rights and remedies herein provided for in case of non-payment of Rent (below defined). Included as Additional Rent are: (i) the Security Services Fee set forth in Section 5(b)(iii) below; and (ii) the CAM Fee set forth in Section 5(b)(vii) below.

(d) Sales Tax. In the event any sales, rent or occupancy tax should be assessed against all or part of the Base Rent or any Additional Rent, Tenant shall reimburse Landlord for such tax as Additional Rent hereunder within twenty (20) days of invoice by Landlord.

(e) Rent. The Base Rent together with the Additional Rent described in this Section 4 will be collectively referred to herein as Rent.

**5. SERVICES**

Except as otherwise provided, the following services shall be provided by Landlord at no additional cost to Tenant, except as otherwise specified in this Section 5 below:

(a) Utilities. From and after the Rent Commencement Date (but not before such date), subject to and on the terms, limitations and conditions contained in this subsection (a) and subsections (c), (f) and (g) of this Section 5, Tenant shall purchase from Landlord and Landlord shall use its reasonable efforts to supply to Tenant at the Building the utility services (the "Utility Services") listed below in the quantities and at the times reasonably requested by Tenant; and furthermore provided that Landlord shall apply commercially reasonable efforts to, in the case of service interruption, restore services to Tenant at the Premises. Landlord shall be responsible for delivering such Utility Services to the point of entry at the Building, and Landlord shall maintain, at Landlord's cost and expense, all necessary infrastructure to make such deliveries to the point of entry at the Building. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all costs, expenses, liabilities and damages of any kind (including reasonable attorneys' fees) resulting from damage or injury of any kind to Tenant's property located at the Premises, or to Tenant's employees, agents, contractors or invitees or their property while located at the Premises, arising in connection with Landlord's providing of the services listed below in this subsection (a), except to the extent directly resulting from the negligence or willful misconduct of Landlord, its employees or agents.

(i) Steam. Landlord shall provide steam services used by Tenant for heating the Building and in the conduct of its manufacturing operations in the Premises.

(ii) Electric Energy. Landlord shall provide electrical energy used by Tenant for heat, air-conditioning, lighting and other services, and for the conduct of its manufacturing operations in the Premises.

(iii) Water. Landlord shall furnish hot and cold water to the Building for drinking and ordinary cleaning purposes. In addition, Landlord shall provide a source of fire protection water, an independent source of process water for Tenant's use in the conduct of its operations at

the Premises, and an independent source of demineralized water for use by Tenant in the conduct of its operations at the Premises.

(iv) Chilled Water. Landlord shall provide chilled water services used by Tenant for cooling the Building and in the conduct of its manufacturing operations in the Premises.

(v) Compressed Air. Landlord shall provide compressed air used by Tenant in the conduct of its manufacturing operations in the Premises.

(b) Site Services to be Supplied by Landlord. Subject to subsections (c), (f) and (g) of this Section 5, Landlord shall provide the following services to Tenant at the Premises:

(i) Elevator Service. Building elevator service, if any, shall be available at all times, subject to reasonable maintenance requirements.

(ii) Sanitary Sewer Service. Landlord shall provide Tenant with the right to use the existing sanitary sewer currently owned by Landlord and the public sanitary sewer (collectively called the "Sanitary Sewer"), to the extent each of these service the Building in which the Premises is located, provided that Tenant shall, with respect to its use of the Sanitary Sewer, promptly comply with the requirements imposed by Landlord now or in the future on all users of the Sanitary Sewer of which Tenant is given notice. Tenant shall have no right to use the industrial sewer at any time.

(iii) Emergency Services; Security. Landlord shall provide fire and explosion prevention, hazmat, emergency medical services and related services with respect to the Premises (collectively, the "Emergency Services") at the Building throughout the Lease Term and shall also provide site perimeter security services (the "Security Services") at the Building. Beginning on the Rent Commencement Date, Landlord shall initially charge Tenant for such security services (the "Security Services Fee") as Additional Rent and such Security Services Fee shall initially be computed at the rate of **50 CENTS ($0.50)** per square foot during the first year following the Rent Commencement Date and shall be paid for the Premises in the annual amount of **FIFTY SIX THOUSAND EIGHTY TWO DOLLARS AND 50 CENTS ($56,082.50)**, payable in monthly installments of **FOUR THOUSAND SIX HUNDRED SEVENTY THREE DOLLARS AND 54 CENTS ($4,673.54)** each during such first year following the Rent Commencement Date, subject to change if Tenant exercises its Expansion Rights. The Security Services Fee shall be increased by three (3%) on each anniversary of the Rent Commencement Date. Such Emergency Services and Security Services shall be provided in the manner provided by Landlord to, and as part of the fire and emergency protection system and perimeter security services established by Landlord to provide Emergency Services and Security Services to the operations conducted by Landlord adjacent to the Premises in the Building and at other buildings at EBP. Landlord shall provide security badges to Tenant's employees and non-employees (contractors) to access the Premises, the cost of which shall be paid as Additional Rent, or Tenant shall obtain said security badges at its own cost; provided, however, that Tenant must obtain prior approval from Landlord's Worldwide Corporate Security Office for security badges not obtained from Landlord. In addition, Landlord shall provide Tenant with fire protection services, including emergency response and related services ("Fire Protection Services"), in the manner provided by Landlord from time to time during the Lease Term to, and as a part of the fire protection system established by Landlord to provide fire protection services to, the manufacturing operations conducted in the Building and other buildings owned by Kodak adjacent to or in the vicinity of the Building. Notwithstanding anything else to the contrary contained in this Lease, Landlord shall not be responsible to Tenant, its employees or contractors for losses, injury

(including personal injury) or damage sustained by Tenant as a result of a fire, explosion or any other event the presence of Emergency Services, Security Services and/or Fire Protection Services is designed to prevent or control.

(iv) Trash Removal; Bathroom Cleaning. Landlord shall provide trash and refuse removal services to Tenant on the same frequency as such services are provided to other occupants of the Building, which shall consist of the removal from the Premises by Landlord of normal quantities of trash and other non-hazardous materials discarded by Tenant, provided that such trash and material is placed by Tenant in designated dumpsters or other appropriate receptacles. Notwithstanding the foregoing, the parties expressly agree that Landlord shall have no obligation to remove or dispose of and no responsibility for any chemicals and/or any specially controlled or regulated waste (irrespective of whether such waste is hazardous or not) arising out of, generated or resulting from or otherwise released in connection with Tenant's use of and operations in the Premises, and Tenant shall be solely responsible for the removal and disposal of all such waste. Tenant will segregate trash as reasonably requested by Landlord to facilitate recycling as opportunities to recycle are developed by Landlord or required by law. In addition, in accordance with standards established by Landlord and procedures used by Landlord elsewhere in EBP, Landlord shall clean the bathrooms within and/or servicing the Premises.

(v) Site and Building Maintenance. Landlord shall maintain in good condition and repair the exterior of the Building, the Building's structural, mechanical and electrical systems, and all common areas of the Building (except for maintenance required within the Premises which shall be the responsibility of Tenant at its sole cost and expense), together with the Building grounds and utility delivery systems.

(vi) Snow Removal. Landlord shall cause snow to be removed from the parking areas and walkways adjacent to the Building to the same extent of snow removal provided to the parking areas and walkways at or adjacent to other buildings in EBP.

(vii) Common Area Maintenance Fee ("CAM Fee"). Landlord shall maintain all common areas of the Building and the costs of the same shall be billed to Tenant as Additional Rent. Beginning on the Rent Commencement Date, such CAM Fee shall initially be computed at the rate of **ONE DOLLAR ($1.00)** per square foot each during such first year following the Rent Commencement Date, subject to change if Tenant exercises its Expansion Rights. The CAM Fee shall initially be paid for the Premises in the annual amount of **ONE HUNDRED TWELVE THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS ($112,165.00)**, payable in monthly installments of **NINE THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS AND 8 CENTS ($9,347.08)** and shall be increased by three (3%) on each anniversary of the Rent Commencement Date.

(viii) Dock Access. Tenant shall have the right to use the dock appurtenant to and located at the Building in common with other tenants or occupants of the Building and subject to reasonable rules and regulations imposed by Landlord.

(c) Interruptions in Service. It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by

abatement of Rent or otherwise, direct or consequential, nor shall any such interruption relieve Tenant from performance by Tenant of its obligations under this Lease.

(d) Additional Work or Services. Notwithstanding any other provisions herein, should Tenant require any work or services other than those described above in this Section 5, Landlord may upon advance request by Tenant furnish such additional service and Tenant agrees to pay Landlord, within twenty (20) days after invoice from Landlord, such charges as may be agreed on but in no event less than Landlord's actual cost plus overhead plus any applicable taxes imposed for the additional services provided. Any such request shall require at least one business day's advance notification. Nothing in this Subsection 5(d) shall imply an obligation upon Landlord to furnish such additional services or a restriction against Tenant contracting with a third party, or third parties, for the provision of such services. In the event Tenant contracts with a third party for the provision of any additional work or services, Tenant shall pay the cost thereof directly to such third party and no overhead, taxes or any other fee or charges shall be payable to Landlord in connection therewith.

(e) Excluded Services. Notwithstanding the foregoing, Tenant shall be responsible for supplying and paying directly for the costs of the following:

(i) All data and telecommunications services (including internet access and service and any connectivity provided in any Landlord buildings and/or common areas).

(ii) Removal, disposal and management of any hazardous waste and for all chemical and/or specially controlled or regulated waste (irrespective of whether such is hazardous or not) arising out of, generated or resulting from or otherwise released in connection with Tenant's use of and operations in the Premises.

(iii) Maintenance and repair of the Premises and all of Tenant's furniture, fixtures and equipment located within the Premises together with any necessary services related to same.

(iv) All mail service and package delivery in and to the Building.

(v) Maintenance and repair of any lights and lighting fixtures within the Premises.

(vi) Except for Building perimeter security as described above, Tenant shall be responsible for all security (including installation and maintenance of same, subject expressly to the terms of this Lease).

(vii) All air handling for any industrial processes. Any changes required to the Premises or the Building as a result of such responsibility shall be made in full compliance with the provisions of this Lease.

(viii) All cleaning and janitorial services necessary to keep the Premises in a clean, neat and orderly manner.

(ix) Office equipment and supplies such as computers, copiers, printers and fax machines.

(f) Discontinuance of Services. Notwithstanding the foregoing, Landlord may elect to cease to provide one or more of the services listed in this Section 5 to Tenant if Landlord has ceased to provide such service to a substantial portion of the Building and adjacent buildings in EBP, by delivering notice of the cancellation of such service no less than six (6) months prior to the effective

date of such cancellation, provided that replacement service or services are at such time generally available to Tenant, or if Landlord is prohibited from providing such services to Tenant by law, regulation or requirement of a governmental entity having jurisdiction over the Premises by delivering notice of the cancellation to Tenant promptly upon notice to Landlord of such application of such law, regulation or requirement and in any event no less than twenty (20) days prior to the effective date of such cancellation.

(g) Charges for Services.

(i) Charges for Utility Services. Tenant agrees to pay Landlord, as Additional Rent, for the Utility Services, the amounts of Utility Services Charges (as defined in paragraph 2 of **EXHIBIT C** attached hereto and made a part hereof) computed in accordance with the provisions of such **EXHIBIT C**, which is entitled "Utility Services Charges".

(ii) Payments for Services and Expenses. Landlord shall deliver to Tenant electronic or other form of statements of charges for Utility Services Charges on or after the last day of each month during the Lease Term for Utility Services provided by Landlord or made available to Tenant during such month. The Utility Services Charges provided on the statement shall be an amount equal to the rate per unit applicable to the calendar year including the month with respect to which the statement relates multiplied by the number of units actually consumed by Tenant at the Building during such month or, where such actual consumption cannot be measured, Landlord's reasonable estimate of the number of units actually consumed by Tenant at the Building during such month. Each such statement of charges shall be due and payable by Tenant within twenty (20) days after receipt of the statement.

(h) Landlord's Obligations Relating to Providing Utilities and Services. Subject to and on the terms, limitations and conditions contained in this Section 5, Landlord shall use its reasonable efforts to supply to Tenant at the Premises, the utilities and services listed herein. It is understood and agreed that Landlord shall apply the same efforts to, and shall place the same level of priority on providing or, in the case of service interruption, restoring, services to Tenant as Landlord would apply to or place on the providing or restoring of services for any other user of such services in the Building or elsewhere at EBP. Landlord shall be responsible for delivering such utilities and services to the point of entry at the Premises, and Landlord shall maintain, at Landlord's cost and expense, all necessary infrastructure to make such deliveries to the point of entry at the Premises.

## 6. WAIVER OF CERTAIN CLAIMS

Except to the extent that the following is inconsistent with the provisions of Sections 19 and 30, Tenant, to the extent permitted by law, waives all claims it may have against Landlord, and against Landlord's agents, employees and contractors for damages for injuries to person or damage to property sustained by Tenant or by any occupant of the Premises, or by any other person, resulting from any part of the Premises or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Building or the Premises or resulting directly or indirectly from any act or neglect of Tenant, its employees, agents, representatives or contractors or of any other person, except that this waiver shall not apply to, and Landlord shall indemnify, defend and hold Tenant and its agents, employees and contractors harmless against any damages (other than indirect or consequential damages) for injuries to persons or damage to property to the extent caused by or directly resulting from the gross negligence or willful misconduct of Landlord or its

employees or agents unless, with respect to property damage, such loss is or would be covered by the standard form of all risk property damage insurance whether or not Tenant self-insures part or all of said coverage and whether or not such insurance would actually provide compensation to Tenant after taking into account deductibles and other similar policy limitations. This waiver, when applicable, shall include not only direct damages but also claims for consequential damages and any claims for abatement of Rent due hereunder, it being intended that this waiver be absolute, except as otherwise expressly provided herein.

**7. INSURANCE**

Tenant shall, at its expense, procure and maintain during the Lease Term the following insurance coverage which may be satisfied by any combination of primary and excess or umbrella liability insurance policies:

(a) Workers' Compensation. Insurance protecting Tenant from any and all claims under applicable Workers' Compensation statutes or any similar statutes or requirements.

(b) Employer's Liability. Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)**.

(c) Commercial General Liability. Commercial General Liability Insurance covering all claims of damages for all injuries, including death and all claims on account of property damage with a limit of liability not less than **THREE MILLION DOLLARS ($3,000,000.00)** per occurrence and **FIVE MILLION DOLLARS ($5,000,000.00)** aggregate, combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance shall include coverage of the contractual liability assumed in this Lease. Tenant shall have the right to insure and maintain the liability insurance coverages set forth in this paragraph 7(c) using any combination of primary and excess coverage and under blanket insurance policies covering other premises occupied by Tenant so long as such blanket policies comply as to terms and amounts with the insurance provisions set forth in this Lease; and Landlord shall be named as an additional insured on each such policy.

(d) Comprehensive Automobile Liability. Comprehensive Automobile Liability Insurance with respect to any and all owned, hired and non-owned vehicles to be used by Tenant or any agent, employee, representative or subcontractor of Tenant on or about the Premises or in connection with the use of property or any other real property owned by Landlord with a limit of liability not less than **ONE MILLION DOLLARS ($1,000,000.00)** combined single limit BI and PD, naming Landlord as an additional insured. Notwithstanding the foregoing, if and for so long as Tenant is not the registered owner or lessee of any vehicles, Tenant may satisfy the requirements of this Section 7(d) by providing liability coverage with a limit of liability of not less than **ONE MILLION DOLLARS ($1,000,000.00)** with respect to non-owned vehicles only, and such coverage may be obtained as part of Tenant's commercial general liability policy instead of in a separate policy.

(e) All Risk Property Damage Insurance. All risk property damage insurance covering all personal property of Tenant at the Premises, including equipment, machinery, stock, supplies and leasehold improvements for the full replacement value of such property. It is understood and agreed that Landlord shall have absolutely no liability or responsibility for any damage or loss occurring to Tenant's personal property.

(f) Requirements. The primary insurance required to be maintained hereunder shall be maintained under policies issued by insurers rated not less than A in Best's insurance reports or a comparable rating in an equivalent insurance report and which are licensed to do business in the State of New York and being of recognized responsibility. Tenant's policies shall:

(i) Name Landlord as additional insured on the commercial general and any excess liability policy required hereunder;

(ii) Use commercially reasonable efforts to provide for thirty (30) days' notice to Landlord prior to any amendment, change, modification, lapse or cancellation of coverage; and

(iii) Be written on an "occurrence" basis and as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry.

(g) Certificates. Tenant shall furnish Landlord with a certificate of insurance within ten (10) days before the Commencement Date showing the coverage required and thereafter such evidences of coverage shall be furnished by Tenant to Landlord not less than ten (10) days prior to the expiration date of each such policy.

(h) Third Parties. If Tenant contracts with any third party to perform any services or permits such a third party to conduct any activity of any kind at the Premises, Tenant shall direct such third party to maintain insurance in the types and amounts reasonably sufficient to protect Landlord and Tenant from any and all liabilities and damages. The amount of such insurance carried by any third party shall not limit Tenant's liability hereunder. Tenant shall be responsible for the consequences of any failure of any such third party to maintain such insurance, and Tenant shall indemnify, defend and hold Landlord harmless from each and every claim for liability for injuries to persons or damage to or loss of property occurring at the Premises due to any negligent acts or omissions by Tenant's contractors or agents.

(i) No Limitations on Liability. The liability of Tenant and Landlord or any third parties relating to either Landlord or Tenant shall not be limited to the insurance required to be maintained as part of this Lease.

## 8. MUTUAL RELEASE AND WAIVER OF SUBROGATION

Landlord and Tenant hereby waive on behalf of themselves and their respective insurers, any claims that either actually may have against the other for loss or damage to their respective property resulting from perils covered by the standard form of all risk property damage insurance, including vandalism and malicious mischief coverage. It is understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either Landlord or Tenant and whether or not insurance is in force. If required by policy conditions, each party shall secure from its property insurer a waiver of subrogation endorsement to its policy, and deliver a copy of such endorsement to the other party to this Lease if requested.

## 9. HOLDING OVER

If Tenant fails to vacate the Premises (or any portion thereof) on the Expiration Date, then Tenant shall pay Landlord Base Rent at 125% of the monthly rate then in effect immediately prior to such holdover period as specified in Section 4 for the first thirty (30) days that Tenant remains in possession and thereafter the monthly rate shall be increased 150% of the monthly rate (as specified

in Section 4) which was in effect prior to the first 30-day holdover period for the balance of the time that Tenant remains in possession. Tenant shall also indemnify and hold Landlord harmless from and against any and all cost, expense, damage, claim, loss or liability resulting from any delay or failure by Tenant in so surrendering the Premises, including any consequential damages (including, but not limited to, (i) any rent or other income foregone by Landlord from another tenant; (ii) any and all additional costs incurred by Landlord in preparing the Premises or any other space for use by another tenant or for Landlord's own use arising as a result of Tenant's retention of possession; and (iii) any damages, holdover rent charges or other amounts payable by or chargeable against Landlord as a direct or indirect result of Tenant's retention of possession) suffered by Landlord and any claims made by any succeeding occupant founded on such delay or failure, and any and all reasonable attorneys' fees, disbursements and court costs incurred by Landlord in connection with any of the foregoing. The provisions of this Section 9 do not exclude Landlord's rights of re-entry or any other right or remedy of Landlord hereunder.

**10. ASSIGNMENT AND SUBLETTING**

(a) Prohibition. Except as otherwise provided herein, this Lease may not be assigned or the Premises or any part thereof sublet or used or occupied by any third party, nor may Tenant otherwise transfer the Lease or any rights to use the Premises (including any transfers by operation of law, including by merger of Tenant with or into another entity, or transfers of the majority of any stock of any corporate Tenant or any majority partnership or limited liability company interests of any partnership Tenant) without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in its sole discretion. An assignment by Tenant of this Lease or a sublease of any portion of the Premises to a wholly-owned direct or indirect subsidiary of Tenant will require Landlord's consent but such consent will not be unreasonably withheld, conditioned or delayed. Any attempted transfer of this Lease in contravention hereof shall be null and void. No transfer of this Lease shall operate to release Tenant from its obligations under this Lease.

(b) Requirements. If Tenant desires to assign, sublease or otherwise transfer any right or interest in and to the Lease or the Premises, or any right to occupy the Premises, to any party, Tenant shall notify Landlord in writing of such proposed assignment, sublease or transfer. Such notice shall include a copy of the proposed written assignment, sublease or other agreement of transfer and such other information concerning the proposed assignment, sublease or transfer as Landlord may request. If Landlord grants its consent to such assignment, sublease or other transfer, Tenant shall promptly provide Landlord with a fully executed copy of the final assignment, sublease or other agreement of transfer.

(c) Deemed Assignment/Sublet. For purposes of this Section 10 the following shall be deemed an assignment or sublease, as the case may be, subject to the requirements of this Section:

(i) the transfer of more than thirty percent (30%) of the outstanding capital stock of any corporate tenant or subtenant or any increase in the amount of issued and/or outstanding shares of capital stock and/or the creation of one or more additional classes of common stock of any corporate tenant or subtenant with the result that the beneficial and record ownership in and to such tenant or subtenant changes by more than thirty percent (30%) from the beneficial and record ownership as of the Commencement Date, or the transfer of more than thirty percent (30%) of any partnership interest in Tenant or any subtenant, if Tenant or subtenant is a partnership, however accomplished, whether in a single transaction or in a series of related or unrelated transactions;

(ii) any agreement by any other person or entity directly or indirectly, to assume Tenant's obligations under this Lease;

(iii) any transfer or series of transfers, by operation of law or otherwise, of Tenant's interest in this Lease, including without limitation the transfer of this Lease to a subsidiary or affiliate of Tenant and the subsequent transfer of stock or other ownership interest in such subsidiary or affiliate; and

(iv) each modification, amendment or extension of any sublease to which Landlord has previously consented shall be deemed a new sublease.

(d) Additional Information. Tenant agrees to furnish Landlord upon demand at any time, such information and assurances as Landlord may reasonably request that neither Tenant, nor any previously permitted subtenant, has violated the provisions of this Section.

(e) Rights of Landlord Upon Subletting. If, with the consent of Landlord, the Premises or any part thereof shall be sublet or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the subtenant or other occupant, and apply the net amount collected to the Rent herein reserved. If, without the consent of Landlord, the Premises or any part thereof shall be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the subtenant or other occupant, and apply the net amount collected to the Rent herein reserved, provided, however, that no such collection shall be deemed a waiver by Landlord of the requirement to obtain its consent to such sublease or other occupancy nor an acceptance by Landlord of such sublease or other occupancy. In neither of the foregoing circumstances shall Tenant be relieved from its obligations under the Lease or from further performance by Tenant of any covenants on the part of Tenant herein contained.

(f) Rights of Landlord Upon Assignment. If this Lease or any interest herein is validly assigned under this Section 10 to another party, such assignment shall not relieve Tenant from its obligations under the Lease or from further performance by Tenant of any covenants on the part of Tenant herein contained, and Tenant shall at all times remain directly and primarily responsible therefor.

(g) Review and Approval Costs. Tenant agrees to pay to Landlord, on demand, the reasonable out-of-pocket costs incurred by Landlord in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant, including reasonable attorneys' fees.

## 11. USE OF PREMISES

Landlord and Tenant agree to comply with the following provisions regarding the use of the Premises.

(a) Compliance with Law.

(i) Generally. Tenant shall comply in all material respects with the covenants, agreements, terms, provisions and conditions of this Lease and any mortgage on the Premises of which Tenant has actual knowledge and any applicable state or local law, ordinance or governmental regulation (including, without limitation, all environmental laws, rules, regulations or orders relating to the Premises). Tenant shall not make or permit to be made any use of the Premises or any part thereof that would reasonably be likely to be dangerous to life, limb, or property, or which would reasonably be likely to invalidate or increase the premium of any policy

of insurance carried on the Building, the Premises or covering its operation. Notwithstanding any term or provision to the contrary herein, Tenant shall not be required to comply with any federal law which is applicable to and prohibits Tenant's Medical Marihuana Uses in the Premises and Tenant's non-compliance with federal law with respect to such Medical Marijuana Uses shall not be considered a breach or default of this Lease. Tenant shall not use or permit the Premises or any part thereof to be used in any manner, nor shall it permit anything to be brought into or kept therein which, in the reasonable judgment of Landlord, would in any way impair the character, reputation or appearance of the Premises as a high quality facility or which would materially impair or interfere with any of the services performed by Landlord for the Premises. Tenant agrees to change, reduce or stop any such use or install at its expense necessary equipment, safety devices, pollution control systems or other installations at any time during this Lease to comply with the foregoing upon the written request of Landlord. Tenant shall have the right, upon written notice to Landlord, to contest the application of any such legal or other requirement to Tenant or its operations at the Premises, provided that Tenant shall pursue such contest with due diligence and also provided that Tenant shall indemnify, defend and hold Landlord harmless from any costs, penalties, losses, liabilities or other damages incurred or suffered by Landlord arising from Tenant's violation or alleged violation of any of the requirements of this subsection 11(a).

(ii) Health, Safety and Environmental Issues. Tenant agrees to comply with all health, safety and environmental rules and regulations of Landlord of which written notice has been provided to Tenant and of any governmental entities and/or regulatory agencies having jurisdiction over the Premises. Tenant agrees to designate, by written notice to Landlord, a representative who shall have authority to participate in facility meetings and other meetings of Landlord with respect to health, safety and environmental issues in the Building and at EBP. Such representative shall also serve as the contact person for any governmental entity (including any regulatory agencies) which has need to identify a contact person for such health, safety and environmental issues. Tenant shall maintain reasonably detailed records (and, subject to confidentiality and privilege considerations, make same available to Landlord upon reasonable request for same) relating to inventories of chemicals used and/or stored on or about the Premises and tracking records pertaining thereto. In no event shall the foregoing constitute Landlord's consent to the use and/or storage of any such chemicals and Tenant is expressly prohibited from using the Premises for any purposes (including storage) which involve any processes and/or materials (including, but not limited to, any chemicals) if such are deemed by Landlord to cause additional liability to Landlord, except as otherwise provided in Section 3(a) hereof.

(iii) Certification of Compliance. At the request of the Landlord, which shall in no event occur more than once in any calendar year, an officer of Tenant (in the case of a corporation) or such other person authorized to bind Tenant (in the case of another form of legal entity) shall certify in writing to Landlord that Tenant's operations, activities and occupancy of the Premises are in full compliance with all applicable federal (excepting only federal laws applicable to Medical Marihuana Uses), state and local laws, orders, regulations and ordinances. Any exceptions, deviations or non-compliance shall be identified in such certificate, together with a detailed description of Tenant's plan for remedying such non-compliance.

(b) Rules. Tenant shall comply and shall cause all of its agents, contractors, employees, visitors and any others using the Premises to comply with the "Site Requirements" attached hereto as **EXHIBIT D**. Landlord hereby advises Tenant that the "Kodak Representative" (as defined in the

Site Requirements) is **Robin Chontosh (585-477-4896)**, subject to change by Landlord upon written notice to Tenant.

(c) Signs. Tenant shall have the right, at its sole expense, to install signs in and on the building, however, Tenant shall not display, inscribe, print, paint, maintain or affix on any place on the exterior of the Building nor on the land on or adjacent to which the Building is located, any sign, notice, legend, direction, figure, or advertisement display materials after first obtaining the written approval of Landlord, which shall not unreasonably be withheld. Signs located inside the Building shall be permitted to identify the location of the Premises. In addition to the foregoing, Landlord shall provide, at Landlord's cost and expense, a listing of Tenant's business name on the Building directory, if any. All such signs must comply fully with all applicable laws, rules and regulations of any governmental authority.

(d) Alterations.

(i) Prohibitions and Limitations on Same. Tenant shall not make any alterations, improvements, or additions of or to the Premises (collectively, "Alteration") without Landlord's advance written consent in each and every instance, which consent shall not be unreasonably withheld; provided, however, Tenant shall not require Landlord's consent to make de minimus alterations, such as painting or installing carpeting, or to make any other alterations not affecting any Building system or the structure of the Building that, on an individual project basis, do not cost in excess of **TWENTY FIVE THOUSAND DOLLARS ($25,000.00)**. Notwithstanding the foregoing, Tenant shall require Landlord's consent for any Alteration proposed by Tenant that calls for any modification to the foundation, structural or mechanical components (including the heating, ventilating, air conditioning, plumbing, electrical, fire protection, sprinkler and fire alarms systems including the fire walls and fire doors), and Landlord shall not unreasonably withhold its consent to such Alterations. Notwithstanding any other statement to the contrary in this Lease, with Landlord's prior written consent which will not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to make any Alterations required to comply with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York or any other statute, law, rule, regulation, ordinance, or guidance, provided that any such Alterations do not impact modify or change the structural elements of the Building (including the foundation) or any mechanical systems serving the Building. Any Alteration in or to the fire protection systems, fire alarms, sprinkler systems and/or fire walls and fire doors shall expressly require the prior written consent and approval of any insurance company of Landlord (and may be given or withheld for any reason or no reason) and must be in full compliance with all rules and regulations of such company. The parties hereto agree that Landlord may reasonably withhold its consent to a proposed Alteration requiring Landlord consent if such Alteration is not consistent, in Landlord's reasonable judgment, with Landlord's internal aesthetic, engineering, insurance and construction standards and the standards of Landlord's property insurance company for the Building or other buildings owned by Landlord (if any) adjacent to the Building. In the event Tenant desires to make any Alteration that requires Landlord's consent hereunder, Tenant shall first submit to Landlord plans and specifications therefor for Landlord's review as part of Landlord's determination of whether to approve the Alteration pursuant to this subparagraph 11(d)(i). In addition, any contractor(s) which Tenant intends to engage in the making of any Alteration shall be subject to Landlord's prior approval which shall not be unreasonably withheld. Any contractor, agent and/or subcontractor hired by Tenant must maintain insurance at the levels, of the types, with the companies and subject to conditions reasonably required by Landlord, which insurance requirements shall be delivered in

writing by Landlord to Tenant at the time of delivery of Landlord's consent, if such consent is delivered. Tenant shall indemnify, defend and hold Landlord harmless from each and every claim for liability for injuries to persons or damage to or loss of property occurring at the Premises due to negligent acts or omissions by Tenant or Tenant's contractors, subcontractors or agents.

(ii) Additional Requirements. Each Alteration must comply fully with all laws and be performed in a good and workmanlike manner. Landlord must be advised of any requests for permits or governmental applications made or filed by Tenant prior to such filings. Upon Tenant's request, and at Tenant's sole cost and expense, Landlord shall cooperate in connection with the securing of any such permits or the filing of any such governmental applications. Each and every Alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall become Landlord's property (with the exception only of Tenant's movable office furniture, trade fixtures, office and professional, manufacturing and process equipment) and shall remain upon the Premises at the expiration or earlier termination of this Lease without compensation to Tenant unless Landlord notifies Tenant in writing, at the time of Landlord's consent to the Alteration, that such Alteration must be removed upon the expiration or termination of the Lease. Tenant shall remove such Alteration as herein required upon such expiration or earlier termination, repair any damage caused by such removal and restore the Premises to the condition specified in Section 35 of this Lease. Notwithstanding anything to the contrary herein provided, Landlord and Tenant intend and agree that during the Lease Term any Alteration shall be treated as the property of Tenant for accounting and income tax purposes such that Tenant shall be entitled to deductions, if any, for depreciation or amortization of such Alterations, excluding, however, any Alteration funded by Landlord which shall be owned by and treated as the property of Landlord.

(e) Security. Tenant (subject to compliance with Section 11(d)) shall have the right to install a separate security system to accommodate Tenant's use of the Premises in strict compliance with any federal (unless such federal law conflicts with Tenant's Medical Marihuana Uses), state or local statute, law, regulation, ordinance, rule, order or guidance. Landlord shall cooperate with Tenant in accomplishing such installation, provided however, that Landlord shall not be required to accommodate such improvements or systems if they would materially interfere with such Landlord's conducting business at the Building or the Premises and further provided that Tenant shall be responsible for the entire cost of the design, installation and operation thereof and Landlord shall be provided access to the Premises at all times..

(f) Energy Conservation. Tenant shall comply with any applicable federal laws, rules, ordinances or administrative enactments on energy conservation, and shall cooperate with reasonable energy conservation programs voluntarily implemented by Landlord in the Building notice of which shall be provided to Tenant, to the extent that such programs do not materially and adversely affect Tenant's conduct of its business.

(g) Nuisance. Tenant shall not use, keep or permit the Premises to be occupied or used to cause an unreasonable nuisance or in a manner offensive or objectionable to Landlord and/or other occupants of the Building or adjacent facilities owned by Landlord by reason of noise, odors and/or vibrations, or interfere in any way with Landlord's business, nor shall any animals (except service animals) or birds be brought in or kept in or about the Premises.

In addition to any liability for breach of any covenant of this Section, Tenant shall pay to Landlord an amount equal to any increase in insurance premiums payable by Landlord, caused by such breach, default or carelessness on the part of Tenant.

## 12. REPAIRS

Tenant shall maintain the Premises in good condition (ordinary wear and tear and loss or damage due to a casualty not required to be restored by Tenant excepted) and shall, subject to the terms of Section 12 herein, repair any damage to the Premises occurring on or after the date hereof, other than any repairs which are the responsibility of Landlord hereunder, as expressly provided herein. Tenant shall be responsible for prompt maintenance and repair of all leasehold improvements within the Premises and Tenant's furniture and fixtures located within or about the Premises. In addition, Tenant shall be responsible for any maintenance and repair to the Premises required as a result of the negligent use or misuse of the Premises by Tenant or Tenant's employees, agents, contractors or invitees; provided that any such maintenance or repair required hereunder to be made by Tenant to the Premises shall be subject to the Landlord approval requirements applicable to alterations as provided in Section 11(d), and further provided that Landlord, as part of such approval, may elect to perform such maintenance or repair itself, at Tenant's cost (to be paid as Additional Rent within twenty (20) days after receipt of an invoice therefor.

## 13. DESTRUCTION OF PREMISES

If the Building shall be damaged by fire or other casualty and such damage prevents Tenant from using the Premises in substantially the same manner as it was used prior to such casualty or damage, and such damage is not repaired by Landlord within ninety (90) days after the date of such fire or casualty (or, in the case of damage the repair of which reasonably requires more than ninety (90) days, if Landlord has not commenced such repair or is not proceeding with reasonable diligence under the circumstances to complete such required repairs) or if such damage cannot reasonably be repaired or restored within one hundred eighty (180) days after the date of such fire or casualty, Tenant or Landlord shall have the right to terminate this Lease by written notice to the other delivered not more than one hundred and twenty (120) days following the occurrence of the damage. If Landlord elects not to seek to repair such damage, but does not simultaneously elect to terminate the Lease, Landlord shall notify Tenant of its election not to repair within thirty (30) days after the date of such fire or casualty, and Tenant's right to terminate this Lease shall begin upon receipt of such notice from Landlord. In the event of any such termination, with respect to any portion of the Premises which was not damaged, Tenant shall be required to comply with all of the other requirements of this Lease relating to the termination, cancellation or expiration of this Lease, including without limitation the requirements of Section 35 relating to surrender of the Premises. From the date of the casualty until the effective date of such termination, the Rent shall be abated by multiplying the Rent then due by a fraction the numerator of which shall be the number of square feet of the Premises which is not usable and in fact is not used by Tenant and the denominator of which shall be the total number of square feet of the Premises. In the event, however, that such damage is due to the negligence or willful misconduct of the Tenant, Tenant's servants, employees, agents, visitors or licensees, there shall be no apportionment or abatement of Rent.

If the Building shall be damaged by fire or other casualty and neither Tenant nor Landlord elects to terminate this Lease, as provided above, Landlord, at its sole cost and expense, shall promptly repair or reconstruct the damage to the Building and Tenant, at its cost and expense, shall promptly repair or reconstruct any damage to Tenant's leasehold improvements, alterations or modifications to the Premises made after the Commencement Date. Until such time that the damage is substantially repaired, the Rent shall be abated by multiplying the Rent then due by a fraction the numerator of which shall be the number of square feet of the Premises which is not

usable and in fact is not used by Tenant and the denominator of which shall be the total number of square feet of the Premises. In the event, however, that such damage is due to the gross negligence or willful misconduct of the Tenant, Tenant's servants, employees, agents, visitors or licensees, there shall be no apportionment or abatement of Rent.

## 14. CONDEMNATION

If the Premises or any part thereof shall be taken by any public or private authority through condemnation or eminent domain, Landlord shall immediately notify Tenant in writing. The entire amount of any condemnation award related to the value of the Premises shall be the property of and payable to Landlord. Nothing herein shall preclude Tenant from pursuing any claims it may have against the condemning authority based upon the value of its personal property taken or other costs incurred by Tenant (such as relocation costs) associated with such taking of the Premises.

If such taking reduces the square feet of the Premises by a material amount (whether by a single taking or a series of takings), Tenant or Landlord may terminate this Lease at any time by written notice to the other to be given within ninety (90) days after the effective date of the taking. As used herein, the term "material amount" means that the portion taken shall, in the reasonable opinion of either Landlord or Tenant, be so significant that the remaining portion of the Premises cannot be used in substantially the same manner by Tenant as was used prior to such taking. In the event of such termination by Tenant, with respect to any portion of the Premises which was not taken as part of the condemnation, Tenant shall be required to comply with all of the other requirements of this Lease relating to the termination, cancellation or expiration of this Lease, including without limitation the requirements of Section 35 relating to surrender of the Premises.

## 15. CERTAIN RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights:

(a) Pass Keys. To have pass keys to the Premises at all times.

(b) Exhibition. On reasonable prior notice to and at all times accompanied by Tenant, and at times which result in minimal business disruption to Tenant, to exhibit the Premises to prospective tenants and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Premises and to others having a legitimate interest during the Lease Term. In the event Landlord exercises its rights to access pursuant to this Section 15(b), Tenant shall accompany Landlord or its representatives at all times.

(c) Access for Repairs. At any time and without notice in the event of an emergency, and otherwise upon reasonable notice and at reasonable times, to enter and/or to cause its representatives to enter onto the Premises to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises, the Building or the land on which the Building is located, or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Premises, the Building or the land on which the Building is located, or in order to comply with all laws, orders and requirements of governmental or other authority. In the event Landlord exercises its rights to access pursuant to this Section 15(c), Tenant shall accompany Landlord or its representatives at all times, except in case of emergency. If Landlord requires access in the event of an emergency, Landlord acknowledges that Premises will be alarmed.

(d) Other Access. At any time and without notice (and without accompaniment) in the event of an emergency, and otherwise upon reasonable notice and at reasonable times while accompanied by Tenant at all times, to enter onto the Premises to inspect or repair any portions of the Premises which are used by Landlord in connection with the continuing operation of its business. If Landlord requires access in the event of an emergency, Landlord understands that Premises will be alarmed.

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

**16. LANDLORD'S REMEDIES**

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of any material violation or attempted material violation of any of the covenants, agreements or conditions of this Lease, subject to any applicable written notice and opportunity to cure and further provided that the nature of the material violation is one that could reasonably be expected to endanger the health or safety of the Building occupants or occupants of any adjoining buildings.

(a) Bankruptcy; Re-organization. If Tenant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, (ii) admit in writing its inability to pay its debts as they come due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law other than the federal Bankruptcy Code, or (v) file an answer admitting the material allegations of a petition filed against Tenant in any reorganization or insolvency proceeding, other than a proceeding commenced pursuant to the federal Bankruptcy Code, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, except for a bankruptcy court or a federal court sitting as a bankruptcy court, adjudicating Tenant insolvent or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, and Tenant is unable to restore its financial position, stay any bankruptcy proceeding or cure any of the aforementioned events of default within sixty (60) days after such occurrence, then, in any such event and upon the passage of sixty (60) days thereafter, Landlord may give to Tenant a written notice of intention to end the Lease Term specifying a day not earlier than ten (10) days thereafter, and upon the giving of such notice the Lease Term and all right, title and interest of Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the Lease Term.

(b) Default in Tenant Obligations. If Tenant defaults in the payment of Rent and such default continues for five (5) days after written notice, or, except as otherwise provided in this

Section 16 hereof, defaults in the prompt and full performance of any other provision of this Lease and such default continues for thirty (30) days after written notice, or if such default cannot be cured within thirty (30) days, Tenant does not commence to cure such default within thirty (30) days and diligently pursue the same to completion thereafter, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law and such levy or attachment is not removed or bonded within thirty (30) days thereafter, or if Tenant ceases to pay Rent hereunder for a period in excess of thirty (30) days, then and in any such event Landlord may, at its election, either terminate the Lease and Tenant's right to possession of the Premises, or without terminating this Lease, endeavor to relet the Premises. Nothing herein shall be construed so as to relieve Tenant of any obligation, including the payment of Rent, as provided in this Lease, provided that if Landlord relets all or any portion of the Premises, all rent and additional rent collected by Landlord pursuant to such reletting shall be applied against any ongoing obligation of Tenant hereunder for the payment of Rent.

(c) Surrender of Possession; Landlord's Right to Re-Enter. Upon any valid termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, all in the manner that the Premises is to be surrendered as provided in Section 35 hereof, and hereby grants to Landlord full and free license to enter into and upon the Premises to repossess Tenant of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be reasonably necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law, except as otherwise expressly provided herein. Any costs incurred by Landlord in connection with Landlord's re-entry into the Premises, Landlord's removal of Tenant's property therefrom, and Landlord's performance of any obligations of Tenant under Section 35 hereof in connection with such re-entry, shall be payable by Tenant to Landlord as Additional Rent hereunder.

(d) Damages and Acceleration. If Landlord elects to terminate this Lease for any of the reasons specified in this Section 16 of the Lease, it being understood that Landlord may elect to terminate the Lease after and notwithstanding its election to terminate Tenant's right to possession as in Section 16(b) Landlord shall forthwith upon such termination be entitled to recover as damages and not as a penalty, an amount equal to the then present value of the Rent provided in this Lease for the residue of the stated Lease Term, less the present value of the fair rental value of the Premises for the residue of the stated Lease Term. The discount rate used to calculate present value shall be five percent (5%).

(e) Landlord's Right to Perform Tenant's Obligations. Tenant agrees that if it shall at any time fail to make any material payment to a third party other than Landlord or its designee or fail materially to perform any other act on its part to be made or performed under this Lease beyond any applicable notice and cure period, Landlord may, but shall not be obligated to, and after reasonable written notice or demand and without waiving, or releasing Tenant from, any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, Landlord may pay expenses and employ counsel. If legal action is required to enforce performance by Tenant of any condition, obligation or requirement hereunder, the costs of such action including reasonable attorneys' fees will be paid solely by the party not prevailing in such action. All sums so paid by Landlord and all expenses incurred by Landlord in connection therewith (provided that Landlord is the prevailing party in any such legal

action), together with interest thereon at the maximum rate permitted by law from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other Additional Rent, as in the case of default in the payment of Rent.

(f) Tenant's Personal Property. Any and all property to which Tenant is or may be entitled which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of applicable law upon termination of the Lease or upon default by Tenant after any applicable notice and cure period, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Lease Term or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

## 17. LATE CHARGE

In the event Tenant fails on two separate occasions in any one calendar year during the Term to pay any installment of Base Rent or Additional Rent on the day when due and payable, then during the balance of the Term and with respect to any subsequent installment of Rent not received by Landlord by the fifth (5th) business day after the due date, a late charge will be due and owing in an amount equal to five percent (5%) of the then unpaid monthly Base Rent or Additional Rent. Such late charge shall be billed by Landlord to Tenant with the Rent for the calendar month next following and shall be paid by Tenant together with the Rent due for such month.

## 18. SUBORDINATION OF LEASE

The rights of Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Premises, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations and replacements thereof. This Section 18 is self-operative and no further instrument of subordination is required. In confirmation of such subordination, however, Tenant shall promptly execute such further instruments as may be reasonably requested by Landlord, provided that no such document increases, in any material respect, Tenant's monetary obligations or liability under the Lease or decreases, in any material respect, Tenant's rights under the Lease. Tenant, at the option of any mortgagee, agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof.

## 19. ENVIRONMENTAL RESPONSIBILITIES

(a) Indemnification. To the extent that any violation of applicable Environmental Law (as hereinafter defined) or the environmental condition requiring remediation under such law arose out of Tenant's use of or operation at the Premises occurring after the Commencement Date, Tenant shall indemnify, defend and hold Landlord, its affiliates, and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their

heirs, successors and assigns harmless from and against any claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, removal costs, remediation costs, closure costs, fines, penalties and expenses of investigations and ongoing remediation) arising from (i) any violation or alleged violation of applicable Environmental Law, including, without limitation, any operations, actions or omissions by Tenant which would cause the Building or the site in which the Building or the Premises is located as a whole (or any part thereof) to be out of compliance with any such Environmental Law, or (ii) any requirement to remediate under applicable Environmental Law (arising during the Lease Term or thereafter) any environmental condition to the extent arising out of Tenant's use of or operations at the Premises imposed or required by either a governmental authority having appropriate jurisdiction thereof, including without limitation those requirements imposed under CERCLA or by a third party.

(b) Reporting Requirements. Tenant agrees to promptly report to Landlord (and, as required by law, to any regulatory agency) any release at the Premises by Tenant at the time Tenant first becomes aware thereof of any hazardous substance as defined in or required to be reported under any federal, state and local laws, including, but not limited to, CERCLA and any other release which is required to be reported under Landlord's written protocol for the reporting of such releases at the Building or the site within which the Premises is located, as such written protocol is modified from time to time and which protocol has been delivered to Tenant. In addition, Tenant shall provide Landlord, with copies of any and all material correspondence between Tenant and any environmental regulatory agencies of any federal, state or local governmental authorities relating to a violation or alleged violation of applicable Environmental Law. Tenant shall not perform any environmental testing or remediation at or of the Premises without obtaining Landlord's prior written consent, which Landlord may withhold in its sole discretion; provided, however, that nothing herein shall prevent Tenant from complying with applicable law or requirements of any governmental agency. Any testing required of Tenant under the proviso in the immediately preceding sentence shall, at Landlord's option, be subject to Landlord's control. Tenant shall provide Landlord with a complete copy of the results of any such tests and any reports analyzing such results. Notwithstanding any other provision in this Lease, Tenant shall have the right to possess reasonable amounts of a substance which may otherwise be defined as hazardous in the event such substance is used for rodent or pest control, provided that all such possession, use, storage and disposal of same must be in full compliance with all applicable Laws.

(c) Environmental Permits. Tenant, at Tenant's sole cost and expense, shall be responsible to obtain and maintain in place all permits and notifications required by applicable Environmental Law with respect to waste, air emissions or other materials discharged as a result of any of Tenant's manufacturing or other processes conducted at the Premises. Tenant shall provide to Landlord, within ten days of a request by Landlord, all information reasonably requested by Landlord with respect to such permits. Tenant shall also notify Landlord within ten days of any changes made to any such permits currently in force or obtained by Tenant in the future.

(d) Survival. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

(e) Environmental Law Defined. "Environmental Law" means any Law concerning the protection of human health as it relates to Hazardous Substances exposure, the environment, worker safety as it relates to Hazardous Substance exposure, or the use, storage, recycling, treatment,

generation, transportation, arrangement for transportation, processing, handling, labeling, management, release or disposal of any Hazardous Substance.

(f) Hazardous Substance Defined. "Hazardous Substance" means any substance that is listed, defined, designated or classified as hazardous, toxic or otherwise harmful or as a pollutant or contaminant under applicable Environmental Laws including petroleum products and byproducts, asbestos-containing material, polychlorinated biphenyls and radon.

(g) Law Defined. "Law" means any law, statute, ordinance, rule, regulation, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a government entity or self-regulatory organization.

**20. INTENTIONALLY DELETED**

**21. LANDLORD'S ACCESS AND ASSESSMENT RIGHTS**

(a) Landlord's Right of Access for Health, Safety and Environmental Compliance. Landlord shall have the right to enter on the Premises and any part thereof, after reasonable notice and at reasonable times and at all times (except in emergencies) accompanied by Tenant or its agents, employees, directors, officers, or servants, to engage in any activities reasonably required by Landlord to ensure the compliance of the Premises with applicable health, safety and/or environmental laws, regulations, licenses and permits and any State or Federal order or agreement entered into by Landlord relating to the Premises, including the performance of any such activities required to be performed by Tenant hereunder or under applicable laws or regulations. Landlord shall use all reasonable efforts to minimize any disruption to Tenant's business. In the event of a release or other health, safety or environmental emergency at the Premises, Landlord shall have the right to enter the Premises for purposes of responding to such release or emergency without giving Tenant notice in advance. If Landlord is required by law, regulation, ordinance or any order of any governmental authority to grant to any federal, state or local government, or agency thereof, access to the Premises, then such government or governmental agency shall have such right of access, accompanied at all times (except in emergencies) by Tenant or its agents, employees, directors, officers, or servants, notwithstanding anything to the contrary in the Lease, and the exercise of such access right shall not constitute a breach of this Lease or an eviction from the Premises.

(b) Landlord's Rights to Perform Health, Safety and Environmental Assessments of the Premises. Landlord, acting through its employees, agents or contractors, shall have the right to enter upon the Premises for the purpose of conducting a health, safety and environmental assessment of all or any part thereof, provided Landlord is accompanied at all times (except in emergencies) by Tenant or its agents, employees, directors, officers, or servants. To the extent Landlord in its sole discretion does not claim an enforceable attorney-client privilege for any reports of such assessment, copies of any reports prepared by Landlord summarizing the results of such assessment shall be made available to Tenant. Tenant shall notify Landlord reasonably in advance of any scheduled or unscheduled visit to or inspection of the Premises or any other portion thereof by representatives of any federal, state or local regulatory agency, and Tenant and Landlord shall supply to each other copies of any correspondence which either may have with any such regulators relating to noncompliance or subsurface contamination issues at the Premises. Landlord shall have no liability to Tenant, its employees, agents or any other party, associated with Landlord's performance of any assessment conducted by or on behalf of Landlord as contemplated herein,

except for any negligence or willful misconduct of Landlord or Landlord's agents or contractors and neither shall Landlord have any responsibility to actually conduct an assessment at any time during the Lease Term, and Landlord shall have no liability to Tenant, its employees, agents or any other party for the failure of Landlord to conduct any such assessment.

(c) Inspection of Premises. Landlord and its authorized representatives shall have the right, at any time and without notice in the event of an emergency, and otherwise upon reasonable notice and at reasonable times, to enter and/or to cause its representatives to enter onto the Premises or any part thereof, to engage in any activities deemed reasonably necessary by Landlord including, but not limited to, inspections, measurements, repairs, alterations, additions and improvements to the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Premises or in order to comply with all laws, orders and requirements of governmental or other authority. Landlord shall attempt to minimize any disruption to Tenant's business. The exercise of the access rights granted to Landlord and its representatives hereunder shall not constitute a breach of this Lease or an eviction from the Premises.

**22. NOTICES AND CONSENTS**

All notices, demands, requests, consents or approvals (collectively, "Notice") which may or are required to be given by either party to the other shall be in writing and shall be deemed given if by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the third business day following such mailing, if delivered by a national courier service on the next business day following such mailing, any such Notice mailed or delivered to the following:

if to Tenant:

Great Lakes Medicinals LLC
7 Woodfield Drive
Webster, New York 14580
Attention: General Counsel

if to Landlord:

Eastman Kodak Company
343 State Street
Rochester, New York 14650-0207
Attention: Real Estate Lease Management Office

with a copy to:

Eastman Kodak Company
343 State Street
Rochester, New York 14650-0205
Attention: General Counsel

The parties may by written notice to the other designate a different person or entity to receive notices hereunder and/or a different address or addresses. If the term Tenant as used in this Lease refers to more than one person any Notice given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant.

## 23. LOCKS AND KEYS

Upon notice to and consent from Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), Tenant shall be permitted to attach or install any lock or similar device to any exterior door or window at the Premises or in the Building, in order to remain in compliance with any statutes, laws, rules, or regulations applicable to Tenant's Permitted Use referenced in Section 3 herein. No additional locks or similar devices shall be attached to any exterior door or window at the Premises or in the Building without Landlord's prior written consent and no keys for any exterior door other than those provided by Landlord shall be made. If Landlord consents to the installation of additional locks or similar devices, Tenant shall provide Landlord with copies of keys, electronic access or other access through such devices. If more than two keys for one lock are desired, Landlord will provide same upon payment by Tenant. All keys must be returned to Landlord at the expiration or termination of this Lease.

## 24. INVALIDITY OF PARTICULAR PROVISIONS

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future federal (excepting only federal laws applicable to Medical Marihuana Uses), state or local law or any rule or regulation of any federal (excepting only federal laws applicable to Medical Marihuana Uses),state or local governmental body or entity, effective during the Lease Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such invalidity is essential to the rights of either party in which event a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and the remainder of this Lease and the application of such provision shall not be affected by such invalidity or unenforceability.

## 25. CONFIDENTIALITY

In the course of performance under this Lease, either party or its employees may receive information from the other party which is identified by the disclosing party as confidential, is prominently marked as confidential or which the receiving party otherwise knows or has reason to know is confidential information of the disclosing party. The receiving party shall take all reasonable steps to safeguard such confidential information and shall not disclose it to others except with the written consent of the disclosing party or to the extent that such disclosure is required by law, in which case the receiving party shall first notify the disclosing party of the legal requirement so that the disclosing party may seek to take action to challenge the application of such legal requirement.

## 26. MISCELLANEOUS TAXES

Tenant shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises other than those furnished and paid for by Landlord, if nonpayment thereof shall give rise to a lien on the real estate, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with the

property of Landlord, Tenant shall pay to Landlord its share of such taxes within twenty (20) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy or fixtures, furnishings, equipment or personal property. Landlord shall pay any and all real estate taxes assessed and levied against the Premises, in each case prior to the respective delinquency dated thereof. If such taxes may be paid in installments, Landlord shall have the right to do so.

**27. BROKERAGE**

Except for CB Richard Ellis/Rochester NY, LLC ("Broker"), Tenant and Landlord represent and warrant that they have dealt with no other broker, agent or other real estate sales person in connection with this Lease and that no other broker, agent or such other person brought about this transaction. Tenant and Landlord agree to indemnify and hold each other harmless from and against any claims by any other broker, agent or other real estate sales person claiming a commission or other form of compensation by virtue of this Lease or of having dealt with Tenant or Landlord with regard to this leasing transaction and should a claim for such commission or other compensation be made it shall be promptly paid or bonded by the party who has dealt with the person or entity making such claim. The provisions of this Section 27 shall survive the termination of this Lease. Landlord shall pay the Broker pursuant to the terms of a separate agreement.

**28. FORCE MAJEURE**

Except as to the payment of Rent or other monies due under this Lease, neither party shall be responsible for delays or inability to perform its obligations hereunder for causes beyond the reasonable control of such party including acts of other tenants, governmental restriction, regulation or control, labor dispute, accident, mechanical breakdown, shortages or inability to obtain labor, fuel, steam, water, electricity or materials, acts of God, enemy action, civil commotion, or fire or other casualty which are beyond the reasonable control of such party.

**29. PARKING**

Tenant and its employees, invitees, and guests may use, in common with, and on a basis and in a manner consistent with the use by such other tenants and occupants of the Building and other buildings at EBP: Six parking spaces in assigned parking immediately adjacent to the Building. Additional parking for up to 150 people is available in Parking Lot 70 located on the west side of Mt. Read Boulevard and the south side of Ridge Road. The parking areas described herein are shown on **EXHIBIT B** attached hereto and made a part hereof. Any use of the parking areas shall be in strict compliance with all reasonable rules and regulations of Landlord, provided that such rules are consistently applied to Tenant and other occupants of the Building, shall be at the cost per parking space (if any) established from time-to-time by Landlord and consistently applied to Tenant and other occupants of the Building, and shall be expressly at the sole risk of Tenant and its employees, invitees, and guests.

**30. INDEMNIFICATION**

Subject to the provisions of Section 19, which shall control to the extent applicable:

(a) By Tenant. Except to the extent caused by the negligence or misconduct of Landlord or to the extent of the claims otherwise waived by Landlord in Section 8 hereof, Tenant covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, its affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns relating to, resulting from or arising out of (i) any act or omission by Tenant or its employees, contractors, subcontractors, agents or guests, (ii) any breach or default by Tenant in performance or observance of its representations, warranties, covenants or obligations under this Lease, and (iii) Tenant's possession, operation, maintenance, repair of the Premises or the failure of Tenant to operate, maintain or repair the Premises, in each case to the extent required hereunder.

(b) By Landlord. Except to the extent caused by the negligence or misconduct of Tenant and except to the extent of the claims otherwise waived by Tenant in Section 8 hereof, and except as otherwise set forth in Section 5 hereof, Landlord covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Tenant from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Tenant, its affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns relating to, resulting from or arising out of (i) any breach or default by Landlord in performance or observance of its representations, warranties, covenants or obligations under this Lease, (ii) any act or omission by Landlord or its employees, contractors, subcontractors, agents or guests, or (iii) Landlord's maintenance and repair of the Premises or the failure of Landlord to maintain or repair the Premises, in each case to the extent required hereunder.

(c) Indemnification Limitations. The foregoing indemnification of Landlord set forth above shall be expressly inapplicable to and have no force and effect with respect to the Security Services to be provided by Landlord to the Building pursuant to the terms herein and shall be further expressly inapplicable to and have no force and effect with respect to the Emergency Services and/or Fire Protection Services to be provided by Landlord to the Building pursuant to the terms herein. With respect to Emergency Services, Fire Protection Services and Security Services, Landlord agrees to make reasonable efforts to provide all such necessary Emergency Services, Fire Protection Services and/or Security Services at or to the Building. However, Tenant hereby expressly agrees to hold Landlord harmless from and against any failure to provide, successfully deliver or otherwise deliver any and all such Emergency Services, Fire Protection Services and Security Services at or to the Building. It is understood, agreed and expressly bargained for between the parties to this Lease, that the failure of Landlord to provide and/or successfully deliver any or all such Emergency Services, Fire Protection Services and/or Security Services shall result in no liability to or responsibility of Landlord, its affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns for any claims, losses, damages, costs, expenses, fees (including, but not

limited to expert and attorneys' fees), charges, injuries or damage to persons or property howsoever and wheresoever caused.

(d) Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THE TERMS OF OR AS A RESULT OF THE VIOLATION OF THIS LEASE, INCLUDING WITHOUT LIMITATION A VIOLATION BY LANDLORD OF ITS DUTIES WITH RESPECT TO THE PERFORMANCE OF SERVICES PURSUANT TO SECTION 5 HEREOF, FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

**31. SPECIAL STIPULATIONS**

(a) No Extension. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises shall reinstate, continue or extend the Lease Term or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) No Waiver. No waiver of any default of Tenant or of Landlord hereunder shall be implied from any omission by Landlord or Tenant, as the case may be, to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

(c) Landlord. The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest, Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer from any or all damages, claims or liabilities arising from actions or events occurring after the date of such transfer. Notwithstanding anything to the contrary provided or implied elsewhere in this Lease, Tenant agrees that there shall be no personal liability on the part of Landlord arising out of any default by Landlord under this Lease, and that Tenant (and any person claiming by, through or under Tenant) shall look solely to the equity interest of Landlord in and to the Building for the enforcement and satisfaction of any defaults by Landlord hereunder, and that Tenant shall not enforce any judgment or other judicial decree requiring the payment of money by Landlord against any other property or assets of Landlord, and at no time shall any other property or assets of Landlord, or of Landlord's principals, partners, members, shareholders, directors or officers, be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of Tenant's (or such person's) remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises; such exculpation of personal liability to be absolute and without any exception.

(d) Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and

Tenant, Tenant's use or occupancy of the Premises, and any emergency statutory or other statutory remedy.

(e) Waiver of Right of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being dispossessed or removed from the Premises because of default by Tenant pursuant to the covenants or agreements contained in this Lease.

(f) Review of Lease. The parties acknowledge that each party and its respective counsel have reviewed this Lease and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease or any amendment or exhibits hereto.

**32. QUIET ENJOYMENT**

Except as otherwise provided herein, so long as Tenant shall observe and perform the covenants and agreements binding on it hereunder and shall not be in default beyond any applicable grace period, Tenant shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord.

**33. ESTOPPEL CERTIFICATE**

Landlord and Tenant agree that from time to time upon not less than fifteen (15) days prior request of the other, to deliver to the party making the request a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modification), (b) the dates to which the Rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, the other party is not in default under any provision of this Lease, or if such were not to be the fact, then certifying such default of which the person making the certificate may have knowledge, it being understood that any such certificate so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, lender, mortgagee, or any assignee of any mortgage on the Premises or any party purchasing the assets of Landlord or Tenant, as the case may be, or acquiring the same by merger, succession or otherwise. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or permit the use or occupancy of the Premises except in strict accordance with the provisions of this Lease.

**34. SURVIVAL OF THE PARTIES' OBLIGATIONS**

Except with respect to the duties, responsibilities, obligations and indemnities described in Section 19 of this Lease, all obligations, indemnities, covenants, agreements and warranties (the "Responsibilities") of Tenant and Landlord hereunder to the extent that they require action prior to the termination or earlier cancellation of this Lease shall survive the expiration or earlier termination of this Lease, such that to the extent that Tenant or Landlord shall have failed to perform or comply with any of such Responsibilities prior to such expiration or earlier cancellation, such party's obligation to complete and perform such Responsibility arising prior to such expiration or cancellation date shall in no way be eliminated or affected by the occurrence of such expiration or cancellation. Section 19 of this Lease shall not be terminated or cancelled, and shall not expire with the remainder of this Lease, but the parties intend that the duties, responsibilities, obligations

and indemnities contained in Section 19 shall continue to apply after such termination, cancellation or expiration until all of such duties, responsibilities, obligations and indemnities have been fulfilled.

## 35. SURRENDER OF THE PREMISES

Upon the Expiration Date, Tenant shall surrender possession of the Premises to Landlord, broom clean and in the same condition and repair as existed on the Commencement Date, reasonable wear and tear and damage from fire or other casualty excepted. In addition, Tenant shall remove (i) all utility drops, wireways, piping and other similar infrastructure to the nearest main junction box or shut-off valve, to the extent that any of the foregoing is required to operate Tenant's equipment at the Premises or otherwise, in connection with the operation of Tenant's Business at the Premises, , (ii) all tenant improvements to the Premises made by Tenant after the Commencement Date if so requested by Landlord at the time of Landlord's consent to such improvement, (iii) all of Tenant's equipment and machinery, and (iv) any other personal property owned by Tenant, from the Premises no later than the Expiration Date. In addition, upon such termination, cancellation or expiration of this Lease, Tenant shall be responsible for the costs of all decertification, closure and post-closure activities which may be required by law or applicable regulatory authority arising from Tenant's use of the Premises for the conduct of Tenant's business or Tenant's surrender of the Premises. If Tenant shall fail to comply with the requirements of this Section 35 regarding the removal from the Premises on the Expiration Date of those items referenced in clauses (i) through (iii) herein, Tenant shall be deemed to have failed to vacate the Premises and as a result shall be subject to the provisions of Section 9 hereof regarding "Holding Over

## 36. AUTHORITY

Tenant and Landlord each warrant and represent that their respective representatives executing this Lease have full power and authority to execute this Lease on behalf of Tenant and Landlord, respectively, and that this Lease, once executed by the signatory of Tenant or Landlord, as the case may be, shall constitute a legal and binding obligation of that party and is fully enforceable in accordance with its terms.

## 37. MECHANIC'S LIENS

Tenant shall indemnify and save harmless Landlord against all loss, liability, costs, reasonable attorneys' fees, damages or interest charges as a result of any mechanic's lien or any other lien filed against the Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant or its agents or employees. Tenant shall, within thirty (30) days of the filing of any such lien and notice given to Tenant, remove, pay or cancel such lien or secure the payment of any such lien or liens by bond or other acceptable security. Landlord, at its option, may, but shall not be required to, upon expiration of the thirty (30) day period, pay the lien or bond at its discretion without inquiring into the validity thereof, and Tenant shall forthwith reimburse Landlord for the total expense incurred by Landlord in discharging or bonding the lien as additional rent hereunder, together with interest at the maximum rate permitted by law.

**38. MISCELLANEOUS**

(a) Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

(b) Exhibits. **EXHIBIT A**, **EXHIBIT B**, **EXHIBIT C**, **EXHIBIT D** and **EXHIBIT E** are attached hereto and are part of this Lease.

(c) Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its heirs, legal representatives, transferees, successors and assigns, and Tenant, its heirs, legal representatives, permitted transferees, successors and assigns. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or permit the use or occupancy of the Premises except in strict accordance with the provisions of this Lease.

(d) Capitalized Terms. All capitalized terms not defined in this Lease shall have the meaning assigned to them herein.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

(f) Landlord's Occupancy of Building. It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as an occupant.

**39. SECURITY DEPOSIT.**

On or before the Commencement Date, Tenant will deposit with Landlord a sum in an amount of **FORTY TWO THOUSAND SIXTY TWO DOLLARS ($42,062.00)** as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which, Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is to be used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from its general funds. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Premises. In the event the Building is sold, the security deposit will be transferred to the new owner.

*[Remainder of Page is Intentionally Blank]*

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease as of the day and year first above written.

EASTMAN KODAK COMPANY, LANDLORD

By: _____

Name: John McMullen

Title Chief Financial Officer

GREAT LAKES MEDICINALS LLC, TENANT

By: _____

Name: Kurt B. Odenbach

Title President + General Counsel

**Exhibit "A"**

**Eastman Business Park, Building 350**

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

**EXHIBIT B**

**Map Showing Location of Building (including designated parking areas and the ROFO Land)**

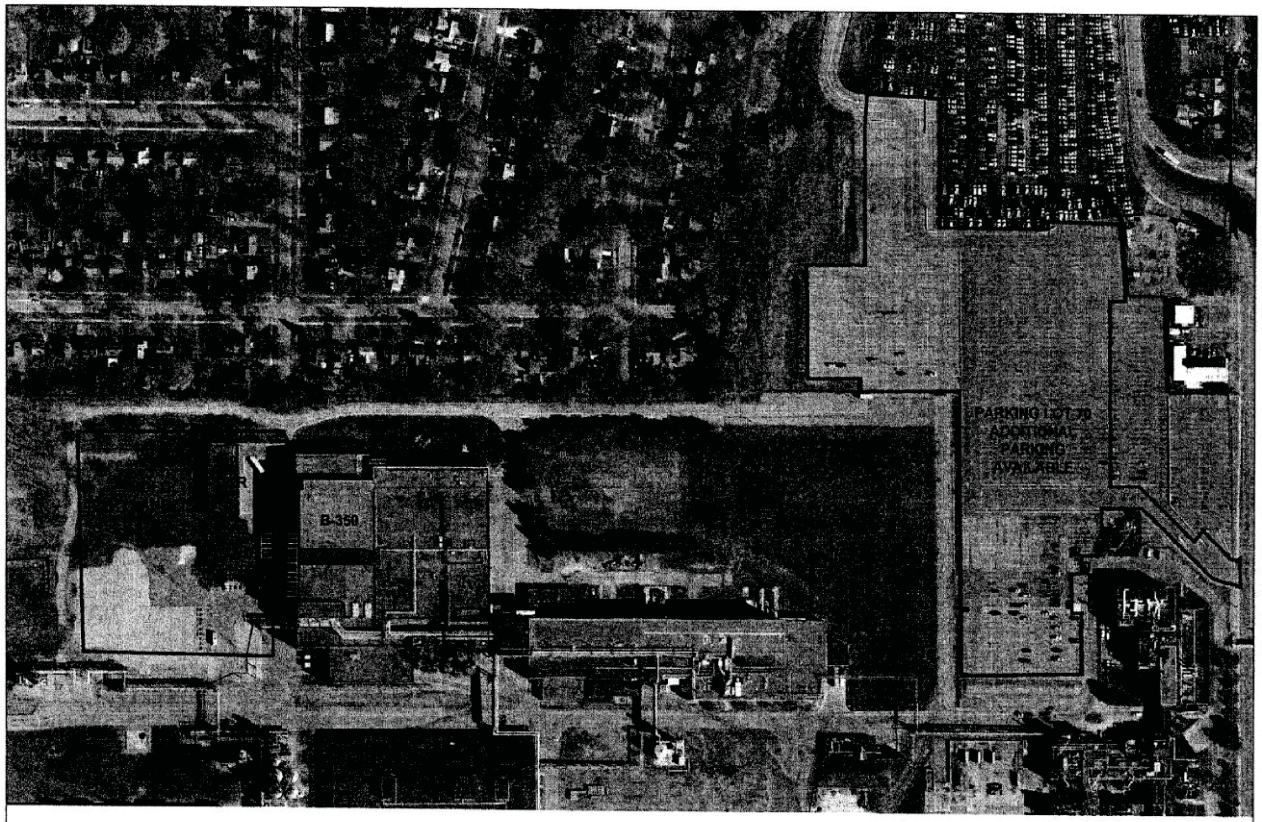


**EXHIBIT B - EASTMAN BUSINESS PARK - BUILDING 350**

EASTMAN
Business Park

**EXHIBIT C**

**Utility Services Charges**

The below table represents the estimated utility rates that Tenant will be charged for each listed utility service. These rates are inclusive of all taxes, and delivery and service fees.

It is understood that the below rates will vary from month to month depending on actual costs charged to Landlord by the on-site utility company RED-Rochester, LLC which provides utility services to EBP.

At the end of each calendar year during the Lease Term, the table contained in this **EXHIBIT** D will be updated and the updated copy will be provided to Tenant setting forth the estimated utility rates for the upcoming year.

2015 Planned Utilities Rates

| Services Kodak | Units | Rates |
|---|---|---|
| LP Steam | per million BTU | $15.26 |
| 70 Steam | per million BTU | $17.34 |
| 260 Steam | per million BTU | $19.90 |
| Chilled Water | per ton-day | $5.29 |
| Electric | per megawatt-hr | $88.57 |
| Compressed Air | oer thousand scf | $0.65 |
| Demin Water | per thousand gallon | $21.66 |
| HP Water | per thousand gallon | $39.41 |
| Nitrogen | oer thousand scf | $3.76 |
| Process Water | per thousand gallon | $1.28 |
| Potable Water | per thousand gallon | $4.79 |
| Fire Access | per square foot | $0.01 |
| WWT & Sewer | per thousand gallon | $4.86 |
| Water Franchise Fee | per thousand gallon | $0.13 |

**EXHIBIT D**

**Site Requirements**

Kodak

# Rochester Site Requirements for Tenants

EASTMAN KODAK COMPANY

The Rochester Site Requirements Document is a controlled document.
No changes can be made.
Editor: Site Contracting Office

November - 2013

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**1.0 INTRODUCTION**

1.1 All Tenants and Subtenants occupying space in or at a Kodak Rochester Site are required to use such space, and all other Kodak Rochester Site facilities, at all times in compliance with the requirements provided herein (the "Site Requirements").

1.2 Each Tenant and Subtenant has the responsibility to inform its employees, Contractors, Subcontractors, agents and any other person accessing a Kodak Rochester Site at its request that these requirements are to be strictly observed.

1.3 If tenant is also a supplier of services to Kodak, for any work performed outside of tenant leased space and on Kodak property, the tenant is performing as a contractor hired by Kodak and is therefore subject to the Site Requirements for Contractors and Subcontractors. This also applies to any tenant-hired contractors or subcontractors providing services to Kodak outside of tenant leased space.

1.4 Kodak reserves the right to make reasonable updates and modifications to these Site Requirements from time to time, and, provided that such updates and modifications do not materially interfere with the Tenant's permitted use of the Tenant's leased premises, such updates and modifications shall apply, after the giving of reasonable notice thereof, to Tenants and Subtenants with the same force and effect as the original requirements.

1.5 In special circumstances the Rochester Site Requirements document and the formal Lease documents may vary, in those cases the Rochester Site Requirements document will become subordinate.

## 2.0 DEFINITIONS

2.1 **Kodak Rochester Site**: Property and facilities located in the Greater Rochester, New York area which are owned and/or operated by Kodak.

2.2 **Contractor**: Any person, firm, or other third party hired to perform service for Kodak or any other party on a Kodak Rochester Site.

2.3 **Subcontractor**: Any third party which directly or indirectly contracts with a Contractor or Subcontractor to perform work on a Kodak Rochester Site.

2.4 **Tenant**: Any third party which occupies space under a lease, license occupancy or other agreement with Kodak at a Kodak Rochester Site.

2.5 **Subtenant**: A third party which subleases, sublicenses, or otherwise occupies space at a Kodak Rochester Site from a Tenant.

2.6 **Tenant Representative**: The Kodak employee responsible for managing the relationship between Kodak and the Tenant.

2.7 **Building Manager**: The facilities management employee (contract or Kodak) responsible for interfacing with the Tenant for day-to-day building and site maintenance & service issues.

## 3.0 COORDINATION BETWEEN KODAK AND TENANT

Any changes to, modifications of, or impairments to any Kodak Rochester leased facilities by any Tenant or Subtenant affecting fire protective equipment, fire walls, fire doors, alarm systems, any emergency equipment or devices, or building infrastructure, including egress routes, must be reviewed with the Tenant Representative.

## 4.0 OBTAINING BUILDING, PLUMBING, AND ELECTRICAL PERMITS

4.1 Kodak will obtain all governmental building, zoning, electrical and other similar permits and approvals relating to any Kodak Rochester Site building work being performed by a Tenant or Subtenant unless Kodak directs otherwise. Each Tenant or Subtenant must notify Kodak, in writing, of all building, plumbing, zoning, and electrical permits and approvals required by any Tenant or Subtenant.

4.2 The Tenant or Subtenant shall not contact any governmental agency on behalf of Kodak without advance written authorization by Kodak for building, plumbing, and electrical permits.

4.3 Except as otherwise provided in the agreement between Kodak and the Tenant or Subtenant, Kodak will schedule and conduct all required building permit, plumbing, and electrical inspections with state and local agencies.

4.4 Nothing in this section shall modify any of the rights and responsibilities of Tenants and Subtenants with respect to the obligations imposed by any permits and approvals.

## 5.0 HEALTH, SAFETY AND ENVIRONMENT

5.1 **Health, Safety and Environmental Policy**: At Kodak Rochester, we are committed to advancing sustainability through health, safety and environmental excellence by:

- Compliance with regulations and corporate initiatives
- Prevention of pollution
- Providing a safe, healthful and injury free workplace
- Continual improvement of HSE performance, and
- Collaboration with our partners to create a site that is valued by the community

5.2 The Environmental Management System provides common direction to organizations at Kodak to help ensure compliance with corporate and regulatory requirements as well as the requirements of International Standards Organization ("ISO") 14001. Excellence in HSE performance is a key objective of all operations at Kodak sites, including those involving Contractors and Subcontractors.

5.3 The Tenant shall be responsible to communicate and ensure an understanding of all HSE requirements, referenced in Section 5.0 of this document, to its Contractors, Subcontractors, Subtenants, agents, visitors, and employees working on a specific project prior to occupancy or commencement of any project. This includes ensuring the compliance by its employees, contractors, subcontractors, subtenants, agents and visitors, of all applicable governmental regulations, permits, orders, consent agreements and decrees.

5.4 If unsafe acts or conditions are observed that are deemed to present an immediate danger, Kodak may require that corrections are made immediately and may stop work. Consequences of any such work stoppage shall be borne by the Tenant with no recourse against Kodak or Kodak employees, except in cases of a stoppage of a production line or other business activity being conducted by a Tenant or Subtenant wholly within such

Tenant or Subtenant's leased premises where Kodak had no reasonable basis for ordering the work stoppage.

5.5 **Site Orientation**

5.5.1 Each Tenant and Subtenant shall ensure that all its employees, Contractors and Subcontractors and agents complete the on line general site orientation@ http://www.kodak.com/go/contractorinfo at initial assignment before reporting to work. This program will familiarize individuals with Kodak's general policies, code of conduct, and health safety and environmental issues.

5.5.2 In addition, the tenant is responsible for providing a building or work area site specific HSE orientation and building emergency action plan specifically designed to enable the individual to recognize potential hazards, understand safe work practices, and what to do in the event of an emergency.

5.6 **Incident Reporting**

5.6.1 Tenants and Subtenants will immediately upon discovery, report to the Kodak Communications Center by dialing 585-722-9911 for all:

- Occupational injuries/illnesses requiring emergency treatment (including anything involving blood)
- fires (extinguished or not)
- environmental incidents (including spills, blood, mercury, PCB's)

All Tenants and Subtenants must also notify their Tenant Representative of these incidents within 24 hours.

5.7 **Equipment and Tools**

5.7.1 All Tenants and Subtenants, and their Contractors and Subcontractors, shall be responsible for the safe operation of any equipment or tools brought on a Kodak Rochester Site. Equipment and tools will only be used or operated by persons thoroughly trained, in accordance with manufacturer specifications and government standards, and qualified to operate that particular equipment.

5.7 2 Kodak shall have no responsibility for any loss or damage to any Tenant or Subtenant, or their Contractors or Subcontractors, equipment or tools, or for the security of such equipment or tools on the Kodak Rochester Site.

5.7.3 Except as otherwise authorized in a written agreement executed by an authorized representative of Kodak, the use of Kodak-owned or leased tools or equipment, by a Tenant or any other non-Kodak employee is forbidden.

5.8 **Flammable Liquids, Gases, and Combustibles**: Flammable liquids and gases or bulk tanks may not be brought on Kodak property without prior approval of the Kodak Risk Engineering and Code Compliance. Storage of quantities greater than 25 gallons of any liquids, gases, and other combustible materials on Kodak premises must be reviewed by the Tenant Representative and Kodak Risk Engineering and Code Compliance. Significant changes in storage configuration of combustible materials and use and storage of flammable and combustible liquids or gases must be reviewed by the Tenant Representative and Kodak Risk Engineering and Code Compliance.

5.9 **Hazardous Substances:** All storage and use of hazardous substances must comply with the New York State Code to which the certificate of occupancy has been issued

(NFPA 30 Table 6.2.3 and International Building Code Table 307.7). Any Tenant or Subtenant shall have sole responsibility for the use, storage and security of any hazardous substances or other chemicals which are brought onto the Premises or the Building by such Tenant or Subtenant. In particular, without limiting the foregoing, such Tenant or Subtenant shall be solely responsible for compliance with respect to the Premises and all operations therein, with the requirements of the Chemical Facility Anti-Terrorism standards set forth in 6 CFR Part 27, and shall also be responsible for compliance with any other federal, state or local laws or regulations governing the security of hazardous materials or chemicals.

5.10 **Permits, Requests and Approvals**: A permit, request or approval is required for certain activities on Kodak Rochester Sites. The Tenant is required to work with the Tenant Representative to identify and acquire the permit, request or approval, and to understand and follow the requirements defined on the permit, request or approval.

5.10.1 Site, building, facilities and utilities related permits, requests and approvals:

- Asbestos Survey Request
- Building Electrical Inspection Request
- Cutting & Coring Structural Elements Work Permit
- Electrical Feeder Circuit Breaker Operation Request
- Electrical Panel Directory Update Request
- Excavation Permit Request
- Lifewalk Request
- Mobil Cranes Request
- New Electrical Service Request
- Outside Signage Request
- Pest Control Request
- Plumbing Authorization Request
- Railroad Permit (for working on or near railroad tracks)
- Relocation or Removal of Electrical Equipment Request
- Rigging Request
- Rochester Site Roadblock Request
- Roofing Services Request
- Scaffolding Request
- Site-Asphalt, Curb, Fence, Rail, Post , Lawn Request
- Site-Survey Request
- Stake Out Utilities Request
- Temporary Power Permit
- Trailer Request (for placing sitting trailer on Kodak Rochester Sites)
- Utility Disconnect Request

5.10.2 HSE related permits, requests and approvals, contact the Tenant Representative

- Safety Data Sheets (SDS) Request
- Industrial/Sanitary/Storm Sewer Usage Request (Kodak Waste Information Characterization KWIC)
- Waste Disposal Request

5.10.3 Fire and security permits, requests and approvals, contact the Tenant Representative or call the Kodak Operations and 911 Center @722-2121.

- Confined Space Permit
- Open Flame/Hot Work Permit

- Sprinkler Riser Shutdown Permit
- Sprinkler Approval

5.10.4 Open Flame/Hot Work permits are required for any heat, sparking or open flame work. This includes but is not limited to:

- abrasive cutoff wheels on metals
- bitumen heating kettles
- blow torches
- electric heating irons and Thermogrip soldering tongs
- flameless heat guns
- hand held band saws generating sparks
- heated bitumen tankers
- lead kettles and pots
- salamanders
- welding

Fire watch assignments may be required on certain open flame/hot work jobs as determined by the Kodak Fire Department and Tenant Representative.

Only carbon dioxide and water fire extinguishers are permitted on Kodak Rochester Sites. "ABC All Purpose" or dry chemical extinguishers are not permitted for use on Kodak Rochester Sites, unless specific permission is granted by the Kodak Fire Department or Risk Engineering Department.

5.11 **Radiation Sources**: Radioactive material shall not be brought onto Kodak property or buildings without prior approval from the Kodak Radiation Safety Officer. This especially applies to high-intensity radiography sources used for welding inspection and other purposes. If the Tenant and Subtenant have a valid radioactive material license from the New York State Department of Labor, arrangements can be made by calling 726-6473 in advance to allow routine use of licensed radioactive material.

5.12 **Rigging**: Contractors or Tenant's employees, agents, and other persons accessing a Kodak Rochester Site may not rig for any purpose including fall arrest protection from a Kodak owned structure without approval from the Tenant Representative.

5.13 **Vehicle Safety Rules:** All Tenants must comply with all New York State vehicle and traffic laws and the following while on Kodak property:

- Seatbelts must be worn by all drivers and passengers in all vehicles being operated on Kodak premises when vehicles are so equipped.
- Personnel shall not ride in any compartment not intended for passenger occupancy.
- Pedestrians in marked life walks should be given right of way at all times.
- Smoking is not permitted in vehicles while on Kodak premises.
- Individuals will drive and park in a safe manner and obey speed regulation signs and site conditions. Parking is allowed only in designated spaces. Drivers shall back vehicles into parking spaces if the parking space is perpendicular to a Kodak Park road.
- Vehicles are subject to inspection by Kodak's Security staff at any time.
- When driving vehicles not equipped with automatic backup alarms, the driver will sound the horn prior to and during backing up.
- The use of hand-held devices is prohibited while driving on Kodak property.

5.14 **HSE Information Notification of Change**

Tenants who lease or license space from Kodak are required to:

- Notify the Tenant Representative and the Building Manager immediately of significant changes associated with operations. Significant changes include but are not limited to:
- Changes to emergency procedures, shared egress, traffic flow, building architecture.
- Modification to processes or equipment that affects Kodak utilities and facilities (e.g. water, building air, breathing air, electric, ventilation, industrial sewer, fire protection systems, alarm systems, air emissions, pollution prevention devices).
- New uses or volume increases of hazardous chemicals (defined by OSHA 1910.1200 Hazard Communication).
- Processes or equipment with inherent hazards (e.g. chemical, noise, radiation, high pressure, high temperature, and high voltage) which if a failure occurs could result in significant risk.
- Changes to testing and maintenance of key safety systems (e.g. rupture disks, relief valves) and engineering controls that could result in significant risk.
- Annually submit updated Tenant HSE Information form to the Tenant Representative. See Appendix A for an example of Tenant HSE information form requirements.

5.15 **Waste Management**

Disposal of wastes and/or wastewaters from Tenant locations must be in accordance with lease, applicable federal, state and local laws and regulations and building procedures.

## 6.0 KODAK RULES OF CONDUCT

6.1 Personal conduct is the driving force for maintaining an environment that is free from pressures and diversions that are not appropriate for a work setting. All employees and agents of all Tenants, Subtenants and their Contractors and Subcontractors are required to know and follow Kodak's Rules of Conduct, set forth in Section 6.

6.2 Know and follow Health, Safety and Environmental rules and procedures, detailed in Section 5.0 herein.

6.3 There shall be NO SMOKING on any Kodak Rochester Site, including all electronic smoking devices several exceptions do exist, contact the Tenant Representative for further information.

6.4 No firearms, explosives or other weapons shall be brought onto or used at any Kodak Rochester Site at any time.

6.5 No person shall use, manufacture, sell, distribute or possess alcoholic beverages, illegal drugs or other illegal chemical substances on any Kodak Rochester Site, nor shall any person report to work or enter any Kodak Rochester Site at any time under the influence of alcoholic beverages or illegal drugs.

6.6 No person shall engage in fighting, horseplay or gambling, on any Kodak Rochester Site.

6.7 No theft, unauthorized use, removal, destruction, falsification, or defacing of products, records, or property.

6.8 No unauthorized disclosure of Kodak information.

6.9 No person shall perform solicitation, in any manner or form, outside of the leased

Premise, including common areas.

6.10 No conduct, which may be perceived by others as harassing, threatening, discriminatory or offensive (verbal, non-verbal, physical or sexual), shall be allowed on any Kodak Rochester Site.

6.11 The Tenant shall also:

6.11.1 Provide Kodak with the name of a Tenant contact person to whom Kodak can refer complaints.

6.11.2 Upon Corporate Security request, inform Kodak of the steps taken to investigate allegations that a Tenant employee has engaged in acts of harassment, whether the investigation indicates that the allegations are true, and whether disciplinary action was taken.

6.11.3 Work cooperatively with Kodak to investigate situations involving employees of Kodak and the Tenant.

## 7.0 PHOTOGRAPHS AND DIGITAL IMAGES ON KODAK PROPERTY

Tenants must obtain Operational Department management approval prior to taking of photographs, digital images, or sound and video recordings, including cellular phone images. If you are uncertain or have a question about these areas, contact the Tenant Representative.

## 8.0 PERSONNEL AND VEHICULAR ACCESS TO ROCHESTER PLANT SITES

8.1 Any Tenant or Subtenant requiring access to any Kodak Rochester Sites (walk-in or drive-in), or desiring access to any portion of any Kodak Rochester Site other than its leased premises or common areas defined in its lease or sublease agreement, must obtain access authorization from the Tenant Representative or designated access coordinator in accordance with site access policies as defined by the Site Contracting Office. Requests for drive-in vehicle passes (for Eastman Business Park or other restricted access roadways or parking areas) should be directed to the Tenant Representative. All drivers must possess a valid driver's license.

8.2 Tenants and Subtenants will be permitted to bring commercial motor vehicles onto the Eastman Business Park site or other restricted access areas only to the extent required for the delivery or removal of materials or equipment.

8.3 Personal vehicles are prohibited on the Eastman Business Park site unless approved by the Kodak Representative. Numerous lots surrounding the perimeter of Kodak sites are available for Tenant and Subtenant parking. Parking arrangements will be coordinated by the Kodak Rochester Parking Office at Passfab@kodak.com

8.4 Any individual having access to any Kodak Rochester Site shall, at all times when present at any such Site, prominently display on his/her exterior clothing an identification badge which has been issued by Kodak. All Tenant and Subtenant employees or agents requiring on-site access for greater than 10 days will be issued a Kodak non-Kodak employee photo identification badge clearly identifying the individual and the company they are representing.

8.5 Tenant or Subtenant employees or agents requiring on-site access who do not possess a

Kodak non-Kodak employee photo identification badge will be issued a temporary identification badge and must be escorted by someone with a valid ID badge. Exceptions must be approved by Corporate Security.

8.6 All Tenant employees receiving a Kodak non-Kodak employee photo identification badge, and any other Tenants who are requested to do so by Kodak, complete the on line Kodak Rochester general site orientation @ http://www.kodak.com/go/contractorinfo prior to being permitted access to a Kodak Rochester Site.

8.7 Employees and agents of Tenants and Subtenants may be limited to enter a Kodak Rochester Site or particular building at such site, to specified gate location or door only. Changes in hours of access and particular access points can be requested through the Tenant Representative.

8.8 Any Tenants or Subtenants removed from any Rochester Site for due cause, may not be permitted access to that site or any other Kodak Rochester Site in the future.

8.9 Any Tenants or Subtenants, whose employees access any Kodak Rochester Site, shall provide in writing to the Tenant Representative the name of the individual within its company who will serve as Access Coordinator. Duties of the Access Coordinator include (a) immediate reporting to Kodak of any terminated employee with access to any Kodak Rochester Site (b) monitoring and management of expiration and renewal dates for Kodak non-employee photo identification badges and Kodak assigned drive-in passes.

8.10 Tenant employees passing through an electronically controlled ingress or egress point shall present their non-Kodak employee photo identification badge to the controlling card reader regardless of the door or turnstile condition (i.e., held open, malfunction, etc.).

## 9.0 SITE SERVICES

9.1 **Food Service Provider**: It is acknowledged that Kodak has an exclusive agreement with a specific food service provider at each Kodak Rochester Site. Each Tenant shall have the right to use the food service provider selected by Kodak to provide such food services to the Tenant and its respective employees and invitees at each Kodak Rochester Site. Except for the permitted food service provided, tenants shall not have the right to allow other food service provider's access to any Kodak Rochester Site, with these exceptions:

- If the tenant offers Kodak's Supplier the opportunity to provide food service for a specific event, and the Supplier declines the opportunity, the tenant shall not be restricted from arranging for food service to be provided by any other Supplier.
- If the Kodak Supplier does not provide food service or vending service to any building located at Eastman Business Park, the tenant shall not be subject to any exclusivity obligations.

9.2 **Security Services**: It is acknowledged that Kodak has an exclusive agreement with a Contract Security service provider at each Kodak Rochester Site. Each Tenant shall have the right to use the security service provider selected by Kodak to provide additional security services to the Tenant and its respective employees and invitees at each Kodak Rochester Site, at tenant's expense. Except for the permitted security service provider authorized by Kodak, which authorization shall not be unreasonably withheld, Tenants shall not have the right to allow other security service provider's access to any Kodak Rochester Site.

9.3 Tenant shall be responsible for paying directly for costs associated with all mail services and package delivery in, to, and from the Premise and building.

9.4 Tenants shall apply their own postage to all their outgoing mail, documents and packages.

## 10.0 ROCHESTER SITES NOISE POLICY

10.1 All activities at the Rochester Site shall comply with all applicable municipal noise ordinances, and the Rochester Site Noise Policy, which applies to all planned activities including, but not limited to, routine maintenance, repair, and construction activities.

10.2 Activities performed outside of the noise policy guidelines must be approved in advance by Tenant Representative. Additional Kodak approvals may also be required.

10.3 Any new construction or modification of existing operations shall not result in increased fence line noise levels.

## 11.0 SITE VISITS BY REGULATORY AGENCIES

11.0 Should any governmental or regulatory agency contact a Tenant to request or demand access to any Kodak Rochester Site for any reason, the Tenant shall notify the Tenant Representative immediately. To the extent that the request or demand for access involves portions of the Site outside of the Tenant's leased premises, the Tenant Representative will coordinate all arrangements between Kodak and the agency.

## 12.0 SEVERE WEATHER AND NATURAL DISASTER PLAN

12.1 In the event that severe weather or natural disaster conditions create the need for the cancellation or curtailment of operations at any Kodak Rochester Site, the following will occur:

12.1.1 Cancellations, curtailments, or postponements will be broadcast on local radio and television stations. Recorded messages will be provided regarding restrictions or shutdowns due to severe weather at 585-724-6107.

12.1.2 During a snow emergency, access to Kodak Sites will be severely restricted or prohibited to non-essential vehicles to maintain essential production and emergency traffic. Alternative parking will be designated at vehicle entrances.

Appendix A

# Tenant HSE Information

*Please type responses in the boxes, print the form, sign, and return to Robin Chontosh, Eastman Kodak Company, 1669 Lake Avenue, Rochester, NY 14652-4449.*

Tenant/Prospective Tenant | Building / Location | Date

Tenant HSE Contact: | Phone #:

1. Briefly describe the operations to be conducted in the area:

2. List hazardous chemicals and quantities (defined by *OSHA 1910.1200 Hazard Communication*) used in the area (attach separate list if necessary):

3. List processes or equipment with inherent hazards (e.g., chemical, noise, radiation, high pressure, high temperature, high voltage) used in the area:

4. Describe key process safety systems (e.g., rupture disks, relief valves) and how they are maintained:

5. How do you maintain your exhaust ventilation controls (lab hoods, ventilated enclosures, slot ventilation, flex ducts, etc).

6. Provide listing of discharges to the Kodak industrial and sanitary sewers indicating any changes from previous years: (include approved KWIC Profile ID#'s for all industrial sewer discharges):

7. Briefly describe your management system for HSE issues including change management procedures:

8. Provide listing of all regulatory agency findings and permit deviations, including corrective actions, for the past year:

I certify that to the best of my knowledge the information above is true, accurate, and complete.

**Manager (print name):** _____

**Manager (sign name):** _____

**EXHIBIT E**

**Guaranty of Lease**

In consideration of and in order to induce **EASTMAN KODAK COMPANY** ("Landlord") to enter into a Lease Agreement with **GREAT LAKES MEDICINALS LLC** ("Tenant") dated as of May 12th, 2015 ("Lease"), deemed attached hereto and incorporated herein, the undersigned guarantor ("Guarantor") hereby enters into this Guaranty as of the date set forth below.

1. Guarantor hereby absolutely and unconditionally guarantees to Landlord, its members, successors and assigns, the prompt and full payment of all rent and other payments to be made by Tenant under the Lease, and the full performance and observance by Tenant of all the other terms, covenants, conditions to be performed and observed by Tenant, for which Guarantor shall be jointly and severally liable with Tenant. Guarantor hereby waives any notice on nonobservance, or proof of notice or demand. Guarantor agrees that in the event of a default by Tenant under the Lease, Landlord may proceed against the Guarantor before, after or simultaneously with proceeding against Tenant.

2. This Guaranty shall not be terminated, affected, or impaired in any manner by reason of (1) the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease; (2) the commencement of summary or other proceedings against Tenant; (3) the failure of Landlord to enforce any of its rights against Tenant; or (4) the granting by Landlord of any extensions of time to Tenant.

3. General Provisions

   A. Guarantor further covenants and agrees that: (1) Guarantor shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Tenant thereunder, the same as if Guarantor were named therein as Tenant; (2) this Guaranty shall be absolute and unconditional and shall be in full force and effect and be binding upon Guarantor until the Lease is performed in full; (3) Guarantor is not presently insolvent and will not be rendered insolvent by virtue of the execution and delivery of this Guaranty; (4) Guarantor has not executed or delivered this Guaranty with actual intent to hinder, delay or defraud Guarantor's creditors; and (5) Landlord has entered into the Lease in reliance upon this Guaranty.

   B. If Landlord at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, the undersigned shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorney's fees, incurred or expended by Landlord in connection therewith.

   C. In the event the Lease is disaffirmed by a Trustee in bankruptcy for Tenant, Guarantor agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease. In the event Landlord

elects to require Guarantor to assume the Lease and perform all of the covenants, terms, and conditions of Tenant thereunder, Guarantor shall be given a reasonable opportunity to cure any default(s) by Tenant and Guarantor will retain all of the rights which formerly inured to the benefit of Tenant.

D. All duties and obligations of Guarantor pursuant to this Guaranty shall be binding upon the successors and assigns of the undersigned.

E. Guarantor agrees that no failure on the part of the Landlord to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy hereby or by any other related document or by law.

F. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York.

G. Guarantor waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Tenant under the Lease

4. Time is of the essence of this Guaranty.

5. This Guaranty constitutes the entire Guaranty and no oral statement or amendment not reduced to writing and signed by Guarantor shall be enforceable.

**IN WITNESS WHEREOF,** , Guarantor has hereto set its hand and seal this _____ day of _____, 2015.

**GUARANTOR:** _____
**BY:** _____
**NAME:** _____
**TITLE:** _____

## Retail Dispensary(s)

GREAT LAKES
MEDICINALS

## Dispensary Location #1—Rochester, NY

**Rochester, NY**

**Address:** 26 Corporate Woods; Brighton, NY 14623

**Lease/LOI:** See below for a full copy of the executed lease.

Lease

by
and
between

Corporate Woods Associates, LLC
as
Landlord

Great Lakes Medicinals LLC

as
Tenant

Dated May 19, 2015

Corporate Woods Retail Center
Town of Brighton
County of Monroe
State of New York

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324002

LEASE

THIS INDENTURE OF LEASE, made on May, 21, 2015 by and between CORPORATE WOODS ASSOCIATES, LLC a limited liability company organized under the laws of the State of New York, and whose principal place of business is 175 Corporate Woods, Suite 160, Rochester, New York 14623, hereinafter called the "Landlord" or "Owner," which term shall include its successors and assigns wherever the context so requires or admits, and GREAT LAKES MEDICINALS LLC, a limited liability company organized under the laws of the State of New York, and whose principal place of business is 7 Woodfield Drive, Webster, New York 14580, herein designated as the "Tenant" which term shall include their successors or assigns wherever the context so requires or admits.

W I T N E S S E T H:

1. LEASED PREMISES.

That for and in consideration of the payment from time to time of the rents hereinafter stipulated and for and in consideration of the performance of the covenants hereinafter contained by the Tenant to be kept and performed, the Landlord has leased, let and demised and by these presents does lease, let and demise unto the Tenant, and the Tenant accepts from the Landlord, those certain premises, known as Suites 14 and 16 located in the Corporate Woods Retail Center, (herein called the "Center") 26 Corporate Woods, Town of Brighton, in the County of Monroe and the State of New York, 14623, Exhibit "A" attached hereto and made a part hereof, which premises consists of an area of 3,000 square feet, herein called "the Leased Premises" or "Rentable Square Feet". The square footage of the Leased Premises is calculated per the standard set forth by the Building Owners and Manager's Association (BOMA) which is further defined as measuring from the outer face of all exterior walls (boundary walls where no Tenant's unit is on the opposite side) and from the center line of interior walls including party walls (walls where another Tenant's unit is on the opposite side). Attached hereto, a sketch or floor plan of the Leased Premises.

The use and occupation by the Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees parking areas, service roads, sidewalks and customer car parking areas and other facilities as may be designated from time to time by the Landlord, subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the Landlord.

2. TERM/COMMENCEMENT OF TERM.

The term of this lease shall be for a period of five (5) years, commencing on August 1, 2015. The term so commenced shall end at midnight on July 31, 2020.

3. LEASE YEAR.

"Lease Year" shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Lease Commencement Date, if that date occurs on the first day of a calendar month; otherwise, the first Lease Year shall begin on the first day of the first calendar month after the Lease Commencement. Each succeeding Lease Year shall begin on the anniversary of the first Lease Year.

4. RENT.

The Tenant hereby agrees to pay to the Landlord, without demand, and without any deduction or set-off whatsoever, for the term of this Lease, the annual rental of FIFTY FIVE THOUSAND, FIVE HUNDRED AND 00/100 Dollars ($55,500.00) ("Annual Minimum Rent"), in monthly installments of FOUR THOUSAND, SIX HUNDRED TWENTY FIVE AND 00/100 Dollars ($4,625.00) ("Monthly Rent"), in lawful money of the United Sates, in advance on the first day of each month during the term of this Lease, at the office of the Landlord or at such other place or places as the Landlord may from time to time designate in writing. In addition, Tenant shall pay all rental, use or sales tax on rent, levied by governmental agencies.

Except as may otherwise be provided herein, a late penalty shall be due and owing if the rent or any other monetary obligation of Tenant hereunder is not paid by the fifth day of any month in the case of Monthly Rent or by the fifth day after such obligation becomes due in the case of any other monetary obligation not due on the first day of the month. The late penalty shall equal four percent (4%) of the then unpaid monthly rent or the then outstanding monetary obligation, as the case may be.

The amount to be paid by Tenant pursuant to Section 5 hereof shall be prorated on a per diem basis for any partial month, preceding the first Lease Year.

5. REAL ESTATE TAXES

Tenant shall be responsible for its Pro-Rata share, which shall be 23.07%, of Real Estate Taxes over the Base Year of the 2015 County and 2015/16 School taxes applicable to the Retail Center, which Tenant may audit, annually, during the term of this Lease, upon written demand to Landlord.

Said real estate taxes and assessments shall be paid by the Tenant to the Landlord in equal monthly installments on the first day of each calendar month during the Term of this Lease. Said charges shall be based upon Landlord's estimated costs for the real estate taxes and assessments for the Calendar Year. The amount due for all partial Calendar Years shall be prorated on a per diem basis for any partial month preceding the first Lease Year.

Within ninety (90) days after the end of each Calendar Year, the Landlord shall furnish Tenant with a statement of the actual amount of Tenant's Pro Rata Share of such real estate taxes and assessments for the preceding Calendar Year. Within thirty (30) days after receipt of said statement by the Tenant, the Tenant shall pay to the Landlord any deficiency due the Landlord. Any surplus paid by the Tenant shall be credited against the next ensuing installment of Landlord's estimate for Tenant's Pro Rata Share of such real estate taxes and assessments.

6. UTILITIES.

Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that, if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Tenant shall be solely responsible for and shall promptly pay all charges for use of consumption of all utilities and services, including, but not limited to, heat, gas and electricity. Payment shall be due as billed by the utility companies or as billed by Landlord. Utility charges shall be paid by Tenant within ten (10) days of billing or it shall be deemed a default hereunder. For purposes of reference, the gas and electric meter numbers are 727726 and 7884849, respectively.

7. USE OF LEASED PREMISES.

Tenant shall use the Leased Premises solely for the purposes of dispensary for licensed regulated pharmaceuticals in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York. Tenant shall use, or permit to be used, the Leased Premises for no other purpose and such use and occupancy shall at all times be in compliance with all applicable laws, ordinances and governmental regulations. The Tenant agrees to conduct continuously in the Leased Premises the business above stated. Notwithstanding the foregoing, Tenant agrees that the Leased Premises will not be opened to the public between the hours of 2:00 am. and 6:00 a.m. any day of the week. Tenant shall keep the interior of the Leased Premises, together with all electrical, plumbing, heating, air conditioning and other mechanical installations therein (or in the floor slabs, walls and ceiling) storefront and all doors, in good order and repair at its own expense during the entire term.

8. SECURITY DEPOSIT

Tenant, contemporaneously with the execution of this lease, shall deposit with the Landlord the sum of $4,625.00, receipt of which is hereby acknowledged by the Landlord as security for the full and faithful performance by the Tenant of all the terms, covenants, and conditions of this lease upon the Tenant's part to be performed, which said security deposit shall be returned to the Tenant after the time fixed as the expiration of the term hereof, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on the Tenant's part to be performed. Landlord shall have the right, but not the obligation, to apply any part of said deposit to cure any default of the Tenant, and without prejudice to any other remedy Landlord may have on account thereof, and, if the Landlord does so, Tenant shall, upon demand, deposit with Landlord the amount so applied so that the Landlord shall have the full deposit on hand at all times during the term of this lease. Tenant's failure to pay to Landlord a sufficient amount to restore said security to the original sum deposited within five (5) days after receipt of demand therefore shall constitute a breach of this Lease. No interest shall be paid by the Landlord to the Tenant on such security deposit. Should Tenant comply with all of said terms, covenants, and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by the Tenant to the Landlord hereunder, the said deposit shall be returned in full to the Tenant within fifteen (15) days after the end of the term of this Lease or earlier termination of this Lease.

In the event of bankruptcy or other creditor or debtor proceedings against the Tenant, all security shall be deemed to applied first to the payment of monthly rent, additional rent and other charges due Landlord for all periods prior to the filing of such proceedings.

In the event of a sale of the building or a lease of the land on which it stands, subject to this Lease, the Landlord shall have the right to transfer the security to the vendee or lessee and the landlord shall be considered released by the Tenant from all liability for the return of such security and the Tenant shall look to the new landlord solely for the return of the said security and it is agreed that this shall apply to every transfer or assignment made of the security to a new landlord. The security deposit under this Lease shall not be mortgaged, assigned, transferred, or encumbered by the Tenant without the prior written consent of the Landlord and may be co-mingled with other funds of Landlord.

9. PARKING AND COMMON USE AREAS AND FACILITIES.

Landlord grants twelve (12) spaces to Tenant, in common with other tenants and other occupants in the Center, and their agents, employees, and customers and persons doing work for or business in the Center, the right to use the "common areas" consisting of the parking areas, roadways, pathways, sidewalks, entrances and exits and other areas and facilities designated for common area use in the Center containing the Leased Premises.

The common areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the common areas and Tenant agrees to abide by and conform with such rules and regulations. The right of customers to use the parking facilities shall apply only while they are doing business in the Center. Tenant agrees that it and its officers and employees will park their automobiles only in such areas as Landlord from time to time designated for employee parking areas, which areas may be within or without the Center. Tenant shall not park any trucks or delivery vehicles in the parking areas, nor permit delivery of supplies or merchandise at any place other than that designated by Landlord. Landlord shall have the right to close any part of the common areas for such time as may, in the opinion of counsel, be necessary to prevent a dedication thereof, or the accrual of any rights in any person, and to close any part of the parking area for such time as Landlord deems necessary in order to discourage non customer parking and to do other things in the parking areas as Landlord in its discretion deems necessary for the benefit of the Center. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business.

10. RENTAL ADJUSTMENT.

The Base Rent beginning on the first day of the second "Lease Year" and continuing on the first day of each Lease Year thereafter (the "Adjustment Date") shall be subject to a "Cost-of-Living Adjustment" based on the changes, if any, in the Consumer Price Index for all Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor for Washington, D.C., All Items (1982-84=100) (hereinafter referred to as the "Index"). If the Index, as of any Adjustment Date, shows a percentage increase (the "Increase") over the Index as of the previous Adjustment Date, except with respect to the first adjustment which shall relate back to the Commencement Date, the Annual Base Rent then in effect during the Lease Year immediately preceding such Adjustment Date shall be multiplied by one hundred percent (100%) of the percentage Increase and the product so obtained shall be added to, and become part of, the Base Rent for the Lease Year commencing on such Adjustment Date and for each Lease Year thereafter in no event, however, shall each increase be less than 0% nor more than 6% per annum. Landlord shall notify Tenant in writing, within fifteen (15) days of any Adjustment Date, of any increase in Base Rent.

In the event that an Index is not published as of the Adjustment Date at any time during the term of this Lease, then the Index published immediately prior to the Commencement Date or the previous Adjustment Date, as the case may be shall be used as the Base Year Index and the Index published immediately prior to the Adjustment Date of each year for which computations are made, shall be the Index used to establish the increase in the Index over the Base Year, or the last adjustment date, as the case may be.

If the Index shall be discontinued a successor or comparable Index shall be selected by Landlord but if no such successor or comparable index shall exist, then Landlord and Tenant shall attempt to agree upon a substitute formula. If the parties are unable to agree upon a substitute formula, then Tenant shall pay Landlord the amount previously due under the Index and the disagreement between the parties shall be referred to and determined by arbitration, in accordance with the then prevailing rules of the American Arbitration Association, and judgment upon the award rendered shall be final and binding

upon the parties and may be entered in any court of competent jurisdiction. Upon resolution of the arbitration the Landlord shall refund to Tenant or Tenant shall pay Landlord, as the case may be, any amount to be adjusted pursuant to the award.

If there is a decrease in the Index for any Lease Year when the computations are being made over the Index for the Base Year, the Base Rent then in effect shall not be reduced but shall remain unchanged for the Lease Year next following.

11. LICENSE.

All common areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

12. LANDLORD'S WORK. –

Upon the completion of Landlord and Tenant approved plans, specification and finishes (the "Tenant's Improvement Work"), Tenant's Improvement Work documents shall be attached to this Lease, as Exhibit "B". Landlord will provide Tenant with an Allowance ("Landlord's Allowance") in an amount of $10.00 per square foot of Total Rentable Area to complete Tenant's Improvements Work. Any work performed by Landlord in excess of Landlord's Allowance shall be reimbursed to Landlord by Tenant within thirty (30) days from receipt of Landlord's invoice.

13. CHANGES AND ADDITIONS TO BUILDINGS.

Landlord hereby reserves the right at any time to make alterations or additions to and to build additional units on the Center in which the Leased Premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in or on the land or Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same or on adjoining lands. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business.

14. REPAIRS.

Landlord shall not be required to make any repairs or improvements of any kind upon the Leased Premises except for necessary exterior structural repairs. Tenant shall, at its own cost and expense, take good care of and make necessary repairs, structural or otherwise, to the interior of the Leased Premises, and the fixtures and equipment therein and appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances, store fronts, signs, showcases, floor coverings, interior walls, columns and partitions, and lighting, heating and plumbing. Notwithstanding the above, Tenant shall have the benefit of any warranties passed to Landlord and honored by the vendor or manufacturer during the term of such warranty.

15. SUBORDINATION, ESTOPPEL CERTIFICATE AND ATTORNMENT.

Tenant agrees that this Lease shall be subordinate to any mortgage or mortgages or the lien resulting from any financing or refinancing now or hereafter in force against the land and buildings of which the Leased Premises are a part. This shall be self operative and no further instrument of subordination shall be required by any

mortgagee. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument of certificates to carry out the intent hereof as shall be required by the Landlord. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from the Tenant, the Tenant agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee or purchaser or to the owner certifying and stating as follows: (a) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (b) this Lease as so modified or amended is in full force and effect (or if not in full force and effect, the reasons therefor); (c) Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of rent, or if there are any such defenses or offsets, specifying the same; (d) Tenant is in possession of the Leased Premises, if such be the case; and (e) any other accurate statements reasonably required by Landlord, any prospective landlord or Landlord's mortgagee or prospective mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee and their respective successors and assigns and Tenant shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any misstatement contained in such estoppel certificate. At the option of the Landlord or any successor landlord or the holder of any mortgage affecting the fee of the Leased Premises, Tenant agrees that neither the cancellation nor termination of any underlying ground lease to which this Lease is now or may hereafter become subject or subordinate, nor any foreclosure of a mortgage affecting the fee title of the Leased Premises or the institution of any suit, action, summary or other proceeding by the Landlord herein or any successor Landlord, , shall be operation of law or otherwise result in the cancellation or termination of this Lease or the obligation of the Tenant hereunder, and Tenant covenants and agrees to attorn to the Landlord or to any successor to the Landlord's interest in the Leased Premises, or to such holder of such mortgage or ground or underlying lease or to the purchaser of the mortgaged premises in foreclosure.

16. ASSIGNMENT AND SUBLETTING.

a. Tenant agrees not to sell, assign, mortgage, pledge or in any manner transfer this Lease or any estate or interest thereunder and not to sublet the Leased Premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written approval or consent of the Landlord in each instance; such approval shall not be unreasonably withheld provided the proposed successor in interest has demonstrated credit worthiness, ability, and experience to carry out the obligations under the Lease. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include an assignment or subletting by operation of law. If this Lease is assigned or the Leased Premises or any part thereof is sublet or occupied by anybody other than the Tenant, Landlord may collect rent from the assignee, subtenant or occupancy and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant or release of Tenant from the further performance of Tenant by covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

b. If Tenant is a corporation, the shares of which at the time of execution of this Lease are held by fewer than fifty (50) persons, and if at any time during the term of this Lease persons, firms, or corporations who own at least one-third (1/3) of its

shares at the time of the execution of this Lease or following Landlord's consent to a transfer of such shares, cease to own such shares (other than a result of transfer by bequest or inheritance), and such transfer shall not first have been approved in writing by Landlord, such transfer shall, at the option of Landlord, be deemed a default by Tenant under this Lease and Landlord shall have all the rights and remedies granted to it hereunder and by law in case of default.

c. If Tenant is a partnership, the transfer of more than thirty percent (30%) of any partnership interest (including by operation of law), whether in a single transaction or a series of related transactions shall be an assignment which requires Landlord's prior written consent.

17. INSURANCE AND INDEMNITY.

a. Landlord shall at its expense, procure and maintain during the term of this Lease and any extension period hereof, fire and hazard insurance in an amount equal to the replacement value of the building and such insurance shall provide for a waiver of the insurer's subrogation rights as against Tenant.

b. Tenant shall, at its expense, procure and maintain during the term of this Lease and any extension period hereof, comprehensive public liability insurance, contractual liability insurance and all risk personal property insurance under policies issued by insurers licensed to do business in the State of New York and being of recognized responsibility with a best rating of not less than A+15. The Public Liability and Contractual Liability Insurance shall each have a single limitation of liability of not less than $3,000,000 for personal injury, bodily injury, death, as well as for damage or injury to or destruction of property (including the loss of use thereof) for any one occurrence. The Personal Property Insurance shall cover all risks and be in an amount equal to the replacement value of the personal property of Tenant (including Tenant's leasehold improvements) located on the Leased Premises and the common areas. Tenant shall maintain such insurance throughout the term of this Lease and any extension hereof at that monetary value which the respective $3,000,000 and replacement value hereinabove stipulated represent as of the date of this Lease (as determined by Tenant's insurer) and Tenant shall review the limits of its policies annually to ensure that such monetary value is maintained each year. Tenant's policies shall:

i. Name Landlord, its agents, servants and employees as additional insureds except in the case of the Personal Property Insurance where Tenant shall furnish Landlord with a waiver of subrogation;

ii. Provide for 30 days notice to Landlord prior to any amendment, change, modification, lapse or cancellation of coverage; and

iii. contain an endorsement that there will be no defense, disclaimer of coverage, exception or exclusion based upon any act of the insured.

Tenant shall furnish Landlord with a binder or a copy of the policy of insurance with evidence of premium payment within ten (10) days prior to taking possession of the demises premises showing the coverage, clauses and endorsements herein required and thereafter such binder or copy of the policy and evidence of premium payment shall be furnished by Tenant to Landlord not less than 10 days prior to the expiration date of each such policy.

c. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire

insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part, resulting from the type of activity or merchandise sold by Tenant in the Leased Premises, whether or not Landlord has consented to the same. The Tenant also shall pay any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid, as Additional Rent.

d. Tenant will indemnify and defend the Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of fire, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises or any part thereof or upon or at the common areas, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires, except to the extent such acts or omissions were caused by or directly resulting from the negligence or willful misconduct of Landlord or its employees or agents. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

e. Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Leased Premises. Tenant will insure and keep insured, at Tenant's expense, all plate and other glass in the Leased Premises for and in the name of Landlord during the term of this Lease.

f. On default by Tenant in obtaining any insurance required hereunder or delivering any policies or paying the premiums or other charges thereon as aforesaid, it shall be the privilege, though not the obligation, of Landlord to effect fully such insurance and likewise to pay any premiums or charges thereon. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of eighteen percent (18%) per annum from the respective dates of Landlord's making of each such payment, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand, and Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord, in addition to any and all other rights shall also be entitled to recover as damages for such breach the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease.

g. Tenant, to the extent permitted by law, waives all claims it may have against Landlord, and against Landlord's agents, employees and contractors for damage to person or property sustained by Tenant or by any occupant of the Leased Premises or the Center, or by any other person, resulting from any part of the Leased Premises or the common areas or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the Leased Premises or the common areas or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Leased Premises or the common areas or of any other person, except to the extent such injuries or damages were caused by or directly resulting from the

negligence or willful misconduct of Landlord or its employees or agents. This waiver shall include not only direct damages but also claims for consequential damages and any claims for abatement of rent due hereunder, it being intended that this waiver be absolute.

h. If any property damage results from any act or neglect of Tenant, Landlord may at Landlord's option, and after ten days (10) notice, repair such damage and Tenant shall thereupon pay to Landlord so much of the total cost of such repair or replacement as is not covered or paid to Landlord under Landlord's insurance policy, including the amount of any deductible, as well as so much of the total cost of such repair as exceeds any insurance proceeds Landlord receives in respect of such damage.

18. SIGNS, FIXTURES, ALTERATIONS.

a. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exteriors signs, floor covering, interior or exterior lighting, plumbing fixtures, or make any changes to the Leased Premises without first obtaining Landlord's written consent and approval. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Tenant shall only install signs which are approved by Landlord (which approval shall be at Landlord's sole discretion) and the Town of Brighton and said signs shall be in conformance with Landlord's criteria for signage, unless such criteria contradicts signage restrictions promulgated by the State of New York. Signage will be permitted on the awning of the storefront facing Crittenden Boulevard only and shall be consistent in size, design and color with that of the remainder of the Center. In addition, the use of temporary signs in the store windows promoting specials or sale items shall be restricted to the storefront glass facing Crittenden Boulevard only and shall be not more than 50- of the storefront glass. Tenant shall pay for all costs of the permitted and approved signage on the awnings. Landlord agrees to maintain at its expense, the awnings.

b. All trade fixtures installed by Tenant shall remain the property of the Tenant and be removable at any time, provided Tenant is not in default at the time, and Tenant shall promptly, at its own expense, repair any damage to the Leased Premises in removing such trade fixture(s).

c. All improvements and alterations shall be done in a workmanlike manner in keeping with all building codes and regulations and in no way harm the structure of the Leased Premises, provided that at the expiration of this Lease or any extension thereof, Tenant, at its expense, restores the within Leased Premises to its original condition and repairs any damage to the Leased Premises resulting from the installation or removal of such partitions, fixtures, or equipment as may be installed by Tenant if requested to do so by Landlord.

d. All changes, additions or alterations shall be made solely at the expense of Tenant; and the Tenant agrees to protect, indemnify and save harmless the Landlord on account of any injury to third persons or property, by reason of any such changes, additions or alterations, and to protect, indemnify and save harmless the Landlord from the payment of any claim of any kind or character on account of bills for labor or material in connection therewith.

19. WASTE, NUISANCE, TRASH.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment

of any other tenant in the Center or which may disturb the quite enjoyment of any person within five hundred (500) feet of the boundaries of the Center.

Tenant shall keep the Leased Premises and all glass doors clean. Tenant agrees that the Leased Premises shall be kept free of pests, rodents, and insects. Tenant shall not permit trash, garbage or refuse to be accumulated and to keep same in proper containers on the interior until they are properly removed. Tenant shall keep all mechanical apparatus free from vibration and noise which may be transmitted beyond the confines of the Leased Premises and to avoid causing objectionable odors emanating from the Leased Premises.

20. POSTING.

During that period which is three (3) months prior to the expiration of this Lease or any renewal thereof, Landlord shall have the right to show the Leased Premises and all parts thereof to prospective tenants between the hours of 10:00 A.M. and 5:00 P.M. on any day except Sunday and any legal holiday on which Tenant shall not conduct business. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business.

21. GOVERNMENT REGULATIONS.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, town, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Notwithstanding any term or provision to the contrary herein, Tenant shall not be required to comply with any federal law which is applicable to and prohibits Tenant's Medical Marihuana Uses in the Premises and Tenant's non-compliance with federal law with respect to such Medical Marijuana Uses shall not be considered a breach or default of this Lease as long as Tenant remains in full compliance with all New York State laws and such New York State laws permit Tenant to operate in the Premises notwithstanding Tenant's violation of any such federal laws. Tenant hereby indemnifies, defends and hold Landlord harmless from and against any loss, cost, damage or expense (including reasonable attorneys' fees) incurred by Landlord on account of any violation or alleged violation by Tenant of federal laws.

22. DESTRUCTION OF LEASED PREMISES.

If the Leased Premises or any part thereof shall be damaged by fire or other casualty, this Lease and all of the terms, covenants and conditions hereof shall, subject to the provisions hereinafter set forth, continue in full force and effect. The Tenant shall give prompt notice of such damage or casualty to Landlord, and Landlord shall, subject to the provisions of this paragraph hereafter set forth, upon receiving such notice, proceed, with reasonable diligence and in a manner consistent with the provisions of any underlying leases and mortgages, to repair, or cause to be repaired, such damage, and if the Leased Premises shall be rendered untenantable by reason of such damage, the Monthly Rent shall be abated for the period from the date of such damage to the date when the damage shall have been repaired as aforesaid; provided, however, that if Landlord shall be unable to collect the insurance proceeds applicable to such damage because of some action or inaction on the part of Tenant, or the employees, licensees, or invitees of Tenant, the cost of repairing such damage shall be paid by Tenant and there shall be no abatement of rent. Tenant acknowledges and

agrees that Landlord will not carry insurance of any kind of Tenant's furniture or furnishings or on any trade fixtures, equipment, improvements or appurtenances removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to repair any damage thereto or replace the same. Landlord shall not be liable for an inconvenience or annoyance in any way from such damage or the repair thereof.

23. PARTIAL DESTRUCTION.

a. In the event that the Leased Premises or the Center shall be damaged substantially or destroyed by fire or other casualty during the last year of the term of this Lease, or of any renewal term, then Landlord may, at its option, terminate this Lease and the term and estate hereby granted by notifying Tenant, in writing, of such termination within thirty (30) days after the date of such damage, in which case this Lease and the term and estate hereby granted shall expire as of the date specified in such notice (which date shall not be less than thirty (30) days after the giving of such notice), as fully and completely as if such date were the date hereinbefore set for the expiration of the term of this Lease, and the rent and all other sums payable by Tenant under this Lease shall be apportioned to the day of such termination.

b. Nothing herein contained shall relieve Tenant from any liability to Landlord or to its insurer in connection with any damage to the Leased Premises or to the Center by fire or other casualty if Tenant shall be legally liable in such respect.

c. Anything contained herein to the contrary notwithstanding, it is specifically understood and agreed that Landlord's obligation to repair and rebuild pursuant to the foregoing shall be limited to a basis building and the replacement of any interior work which may have originally been installed at Landlord's cost. Except as herein provided, there shall be no obligation to repair or rebuild in the case of fire or other casualty.

d. The provisions of this paragraph shall be considered as express agreement governing any case of damage or destruction of the Leased Premises by fire or other casualty and Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions shall govern and control in lieu thereof.

24. EMINENT DOMAIN.

a. Total Condemnation. In the event that the whole of the Center shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of actual taking. In the event of a condemnation or taking of a substantial part of the Leased Premises so as to destroy the usefulness of the Leased Premises for the purpose for which the Leased Premises were leased, Tenant shall have the right, by delivery of notice in writing to Landlord within thirty (30) days after the vesting of title, to terminate this Lease and the term and estate hereby granted as of the date of actual taking.

b. Total Parking Area. If the whole of the common parking areas in the Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such

other substantially equal parking facilities, then this Lease shall continue in full force and effect. In any event, Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

c. Partial Condemnation of Leased Premises and or Building. In the event of partial taking or condemnation which is not substantial enough to destroy the usefulness of the Leased Premises for the purposes for which they were leased, or in the event Tenant shall not terminate this Lease within the time frame above, landlord shall promptly, but subject to reasonable delays, restore the Leased Premises to an architectural unit as nearly like its condition prior to such taking as shall be practicable, not including Tenant's fixtures, furnishings, floor coverings, equipment, stock or other personalty, and this Lease shall continue in full force and effect, except that, effective as of the date of actual taking, the Annual Rent applicable to that portion, if any, of the Leased Premises which is so condemned or taken shall be abated.

In the event of termination in any of the cases hereinabove provided, this Lease and the term and estate hereby granted shall expire as of the date of such taking in the same manner with the same effect as if that were the date hereinabove set for the expiration of the term of this Lease, and the rent shall be apportioned as of such date.

d. Condemnation Award. In the event of any condemnation or taking mentioned in this paragraph, whether or not this Lease shall be terminated, Landlord shall be entitled to receive the entire award in the condemnation proceeding without deduction therefrom for any estate vested by this Lease in Tenant, and Tenant shall receive no part of such aware, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all cost or loss to which Tenant might be out in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

25. DEFAULT OF THE TENANT.

a. (i) If Tenant shall default in the payment of any rent (including but not limited to Monthly Rent and Additional Rent) or other payments required of Tenant, or any part thereof, and if such default shall continue for five (5) days after the payment shall be due; (ii) Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed, and Tenant shall fail to cure said default within ten (10) days after notice of said default from Landlord; (iii) any person shall levy upon, take, or attempt to take this leasehold interest or any part thereof upon execution, attachment or other process of law; (iv) Tenant shall default with respect to any other lease between it and Landlord; (v) the Leased Premises shall be deserted, vacated, abandoned, or business operations shall not be conducted therein for a period of,. three or more days, or (vi) this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than tenant; or (viii) Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have against Tenant in any court, pursuant, to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or;' for the appointment of a receiver or trustee of all or a portion of Tenant's property, of if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffer this Lease to be taken under any writ or execution or

attachment, then, in any of said cases (notwithstanding any license of any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance) Landlord lawfully may immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and Tenant will forthwith quit and surrender the Leased Premises, but Tenant shall remain liable as hereinafter provided.

b. If this Lease shall be terminated, as provided in this Section, the Landlord may immediately, or at any time thereafter, re-enter and resume possession of the Leased Premises and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

c. If this Lease shall be terminated, as provided in this Section, the Landlord may relet the whole or any part of the Leased Premises for a period equal to, or greater or less than, the remainder of the then term of this Lease, at such rental and upon such terms and conditions as the Landlord shall deem reasonable, to any Tenant or Tenants which it may deem suitable and satisfactory and for any use and purpose which it may deem appropriate. In no event shall the Landlord be liable in any respect for failure to collect the rent thereunder. Any sums received by the Landlord on a reletting in excess of the rent reserved in this Lease shall belong to the Landlord.

d. If this Lease shall be terminated as provided in this Section, or by summary proceedings or otherwise, and whether or not the Leased Premises shall be relet, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, the following:

i. An amount equal to (a) all expenses, including reasonable attorney's fees (including appeals) incurred by the Landlord in recovering possession of the Leased Premises; (b) all reasonable costs and charges for the care of the Leased Premises while vacant; and (c) all expenses incurred by the Landlord in connection with the reletting of the Leased Premises or any part thereof, including broker's commissions, advertising expenses, and the cost of repairing, renovating or remodeling the Leased Premises, which amounts set forth in this paragraph 1 shall be due and payable by the Tenant to the Landlord at such times as the expenses, costs and charges shall have been incurred; and

ii. An amount equal to all Annual Rent, Additional Rent and other charges required to be paid by the Tenant under this Lease, less the net rent, if any, collected by the Landlord on reletting the Leased Premises and any sums received by Landlord pursuant to any guaranties of this Lease; which amount shall be due and payable by the Tenant to the Landlord on the several days on which such rent and other charges would have become due and payable had this Lease not been terminated, and the Tenant shall pay to the Landlord the amount of any deficiency then existing. The net rent collected by the Landlord on reletting shall be computed by deducting from the gross rents collected, the expenses, costs and charges referred to this paragraph D. Without any previous notice or demand, separate actions may be instituted by the Landlord against the Tenant from time to time to recover any damages which at the commencement of any such actions shall then or theretofore have become due and payable to the Landlord under any provisions hereof without waiting until the end of the original term of this Lease, and neither the institution of suit or suits, proceeding or proceedings, nor the entering of judgment therein shall bar the Landlord from bringing a

subsequent suit or proceeding for damages of any kind theretofore or thereafter suffered. It is expressly agreed that the forbearance on the part of the Landlord in the situation of any suit or entry of judgment for any part of the rent herein reserved to the Landlord shall in no way serve-as a defense against nor prejudice a subsequent action for such rent.

e. The Landlord, at its election, which shall be exercised by the service of a written notice on the Tenant, may collect from the Tenant and Tenant shall pay, in lieu of the sum becoming under the provisions of subparagraph 2 of paragraph D above, due after the service of such notice, an amount equal to the difference between the Annual Rent, Additional Rent, and other charges required to be paid by the Tenant under this Lease (from the date of the service of such notice to and including the date of the expiration of the term of this Lease which has been in force immediately prior to any termination affected under this paragraph), and the then fair and reasonable rental value of the Leased Premises for the same period, discounted to the date of the service of such notice at the rate of twelve percent (12%) per annum. In determining the rental value of the Leased Premises, the rental realized by any reletting shall be deemed prima facie evidence thereof.

f. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

26. ATTORNEYS' FEES.

The prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, court costs, and costs of appeals at trial or appellate levels (whether or not litigation is filed) incurred enforcing the covenants, terms and conditions of this Lease, and the non-prevailing party shall pay such sums on demand of prevailing party.

27. ACCORD AND SATISFACTION.

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

28. ENTIRE AGREEMENT.

This Lease and Exhibits attached hereto and forming a party hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. Except as herein or otherwise provided, no subsequent

alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing and signed by them.

29. FORCE MAJEURE.

In the event either party hereto shall be delayed or hindered in or prevented from the performing of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Monthly Rent, Additional Rent or any other payments required by any terms of this Lease.

30. NOTICES.

All notices, demands, requests, consents or approvals (collectively, "Notice") which may or are required to be given by either party to the other shall be in writing and shall be deemed given on the third (3rd) day after the date of postmark when sent by United Stated Certified or Registered Mail, postage prepaid return receipt requested or if delivered by hand, on the date of delivery against receipt.

Such Notice shall be mailed or delivered as follows:

(a) if to Tenant:

At the Leased Premises

with copy to:

Kurt B. Odenbach, Esq.
7 Woodfield Drive
Webster, NY 14580

(b) if to Landlord:

Corporate Woods Associates
175 Corporate Woods
Suite 160
Rochester, New York 14623
Attention: Lease Administration

with copy to:

Woods, Oviatt, Gilman, et al
700 Crossroads Building
2 State Street
Rochester, New York 14614
ATTN: Mitchell Nusbaum, Esq.

The parties may by written notice to the other designate a different person or entity to receive notices hereunder and/or a different address or addresses. If the term Tenant as used in this Lease refers to more than one person any Notice given as

aforesaid to any one of such persons shall be deemed to have been duly given to Tenant.

31. BROKER'S COMMISSION.

With the exception of CBRE and Corporate Real Estate Advisors, LLC (collectively the "Brokers"), Tenant and Landlord represent and warrant that they have dealt with no other broker, agent or other real estate sales person in connection with this Lease and that, other than as herein expressly set forth, no broker, agent or such other person brought about this transaction. Landlord shall be responsible for all compensation due Brokers. Tenant and Landlord agree to indemnify and hold each other harmless from and against any claims by any broker, agent or other real estate sales person, other than the Brokers, claiming a commission or other form of compensation by virtue of this Lease or of having dealt with Tenant or Landlord with regard to this leasing transaction and should a claim for such commission or other compensation be made it shall be promptly paid or bonded by the party who has dealt with the person or entity making such claim. The provisions of this Section shall survive the termination of this Lease.

32. INTERPRETATION.

The laws of the State of New York shall govern the validity, performance and enforcement of this Lease. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33. NO OPTION.

The submission of this Lease for examination does not constitute an offer to Lease, a reservation of, or option for the Leased Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

34. NO REPRESENTATIONS BY LANDLORD.

It is understood and agreed by the parties hereto that this Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Leased Premises, and that the Landlord has not made and is not making, and the Tenant, in executing and delivering this Lease, is not relying upon any warranties, representations, promises, or statements, except to the extent that the same may expressly be set forth in this Lease.

35. NO WAIVER.

The failure of the Landlord to insist in any one or more instances upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by the Landlord of any covenant, agreement, term, provision or condition of this Lease shall be deemed to have been made unless expressed in writing and signed by the Landlord. No surrender of the Leased Premises or of any remainder of the term of this Lease shall be valid unless accepted by the Landlord in writing. No employee of Landlord or of Landlord's agents shall have any power to accept the keys or said

premises prior to the termination of the Lease. The delivery of the keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the Leased Premises. The receipt and retention by the Landlord of rent from anyone other than the Tenant shall not be deemed a waiver of the breach by the Tenant of any covenant, agreement, term, provision or condition herein contained. The receipt and retention by the Landlord of rent with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach. The taking of possession of the Leased Premises by the Tenant shall be conclusive evidence as against Tenant that Tenant accepts same "AS IS" and that said Leased Premises were in good and satisfactory condition at the time such possession was so taken and that Landlord has complied in all respects with any requirements set forth in this Lease. If the term "Tenant," as used herein, refers to more than one person, the Landlord may treat any breach of this Lease by one of such persons as a breach by all.

36. RELATIONSHIP OF THE PARTIES.

Nothing contained herein in this Lease shall be construed by the parties hereto or by any third party as constituting the parties as principal and agent, partners, or joint ventures, nor shall anything herein render either party (other than a guarantor) liable for the debts and obligations of any other party, it being understood and agreed that the only relationship between Landlord and Tenant is that of Landlord and Tenant.

37. SURRENDER OF LEASED PREMISES.

Tenant covenants and agrees that it will, at the termination of this Lease, in whatever manner such termination may be brought about, promptly surrender and deliver such Leased Premises to Landlord in good condition, broom clean, ordinary wear and tear excepted.

38. HOLDING OVER.

If the Tenant shall occupy the Leased Premises, with the consent of the Landlord, after the expiration of this Lease, and rent is accepted from said Tenant, such occupancy and payment shall be construed as an extension of this Lease for the term of one (1) month only from the date of such expiration. In such event, if either Landlord or Tenant desires to terminate said occupancy at the end of any month, the party so desiring shall give the other party at least thirty (30) days written notice. In the event the Tenant fails to give such notice, Tenant shall be obligated to pay rent for an additional calendar month following the month in which Tenant has vacated the Leased Premises.

If such occupancy continues without the consent of the Landlord, Tenant shall pay the Landlord, as liquidated damages, double the amount of the then current Monthly Rent specified in this Lease for the time Tenant retains possession of the Leased Premises or any part thereof after termination of the term of lapse of time or otherwise.

39. QUIET ENJOYMENT.

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by through or under the Landlord, subject nevertheless, to the terms and conditions of this Lease.

40. MECHANIC'S LIEN.

Should any mechanic's lien or other liens be filed against any portion of the Center by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be cancel led and discharged or recorded by bond or otherwise within ten (10) days after notice by Landlord.

41. IMPROVEMENTS TO REMAIN WITH LANDLORD.

Tenant agrees that any interior walls, carpeting or partitions installed by the Tenant shall remain with the Leased Premises upon the expiration of this Lease. However, at Landlord's sole option, Tenant shall remove same within thirty (30) days of expiration or other termination hereof.

42. EXCULPATION.

Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Landlord shall not be binding personally, but instead said covenants are made for the purpose of binding only the Landlord's interest and the interest of Landlord's partners and Landlord's general partners in the Center and shall be enforceable only with respect to the right, title and interest of Landlord, Landlord's partners and Landlord's general partners in the Center as the same may be encumbered. It is understood that in no event shall the Tenant have any right to levy execution against any property of Landlord (or its partners, general partners, agents and employees) other than its interest in the Center.

43. SUCCESSORS AND ASSIGNS.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

44. WAIVER OF TRIAL BY JURY.

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and any emergency statutory or any other statutory remedy.

45. RENEWAL OPTION:

Landlord hereby grants to Tenant the conditional right, exercisable at Tenant's option, to renew the term of this Lease for one (1) separate but consecutive five (5) year term. If exercised, and if the conditions applicable thereto have been satisfied, the renewal term (the "Renewal Term") shall commence immediately following the end of the initial lease term. The right to this option herein granted to Tenant shall be subject to, and shall be exercised in accordance with, the following terms and conditions:

(a) Tenant shall exercise its right of renewal with respect to the Renewal Term by giving Landlord written notice thereof nine (9) months prior to the expiration of the term of this Lease (the "Renewal Notice"). During the Renewal Term, all terms and conditions of this Lease shall be in full force and effect and the Base Rent to be paid shall continue to increase in accordance with Section 10 herein.

(b) If the Renewal Notice is not given timely, then Tenant's rights of renewal pursuant to this Section shall lapse and be of no further force or effect.

(c) If Tenant has defaulted under this Lease on the date the Renewal Notice is given to Landlord or at any time prior to the commencement of the Renewal Term, then, at Landlord's option, the Renewal Term shall not commence and the term of the Lease shall expire at the expiration of the initial term of this Lease.

(d) If at any time any portion of the Premises has been subleased or assigned, then Tenant's rights pursuant to this Section shall lapse and be of no further force or effect.

(e) Tenant's right of renewal under this Section may be exercised by Tenant only and may not be exercised by any other transferee, sublessee or assignee of Tenant, except a Permitted Transferee.

46. CONTINGENCY

The proposed Lease Agreement is expressly contingent upon Tenant receiving an operating license from the State of New York for the specific retail location in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York. Tenant agrees to use its commercially reasonable efforts to apply for and diligently pursue an operating license and to notify Landlord within fifteen (15) days after said licenses have been awarded or otherwise given or denied to Tenant. If Tenant is not awarded a license by December 31, 2015, then this lease shall become null and void and Tenant's security deposit shall be returned in full. All monthly payments made up to that time, beginning on August 1, 2015, shall be non-refundable. In addition, if Tenant determines in good faith at any time prior to December 31, 2015 that it will not receive an operating license or Tenant is denied the receipt of same, Tenant shall immediately notify Landlord of same in which event this Lease shall automatically terminate.

47. STATE REQUIREMENT

The Landlord acknowledges that its right of re-entry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with article 33 of the Public Health Law and agree to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12237 with notification by certified mail of its intent to re-enter the Premises or to initiate dispossess proceedings or that the Lease is due to expire at least 30 days prior to the date on which the Landlord intends to exercise its right of re-entry or to initiate such proceedings or at least 60 days before the expiration of the Lease.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

WITNESSES:

Corinne M. Trafiro

**GREAT LAKES MEDICINALS, LLC.**

By: _____
Kurt B. Odenbach, Esq.
Its: President & General Counsel

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**CORPORATE-WOODS ASSOCIATES, LLC**

By: _____
Theodore F. Spall, Jr.

Its: Member

**EXHIBIT "B"**

**Work**

The Landlord shall furnish and install the following materials and work, and Tenant shall be responsible for any related costs, in excess of Thirty Thousand ($30,000.00) Dollars, incurred by Landlord in connection with the following scope of work or any modifications or revisions thereto:

## Dispensary Location #2—Syracuse NY

**Syracuse, NY**

**Address:** Canalwood Commons, 2949 Erie Blvd., Suite 112; Syracuse, NY 13224

**Lease/LOI:** See below for a full copy of the executed lease.

May 12, 2015

**LEASE 0850-112-GL Medicinal**

**LEASE AGREEMENT**

**BETWEEN**

**CANALWOOD COMMONS LLC.**

**AND**

**Great Lakes Medicinals, LLC.**

**THIS LEASE AGREEMENT** made on this 28th day of April 2015, between Canalwood Commons LLC., whose principal place of business is located at 2949 Erie Blvd. East, Suite 106, Syracuse, New York 13224 (Landlord) and Great Lakes Medicinals, LLC, 7 Woodfield Dr., Webster, NY 14580 (Tenant).

**1. PREMISES**
The Landlord hereby lets to the Tenant and the Tenant hereby leases from the Landlord, the following premises: Suite 112, being approximately 1,611 square feet of space of Canalwood Commons (Building) located at 2949 Erie Blvd., Syracuse, NY 13224, and designated on the floor plan annexed hereto and made a part hereof (hereafter the "Premises", "Leased Premises", or "Demised Premises"). No right to use any part of the exterior of the Building is granted by this Lease.

**2. CONSTRUCTION and CONTINGENCY**
Attached hereto and marked Exhibit A are documents entitled floor plans. Landlord shall deliver space to Tenant "as is" on July 1, 2015 for early access to make improvements. Tenant will pay for any modifications to the space. All modifications must be proposed in writing to the Landlord and approved by the Landlord. Tenant shall return space to Landlord in good condition and repair at the end of term.

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This lease is specifically contingent upon Great Lakes Medicinals LLC. being awarded a license and obtaining approval for the specific dispensary location from the State of New York to cultivate, manufacture and distribute medical grade cannabis. If licenses have not been granted, then Great Lakes Medicinals LLC shall begin paying rent per the terms of this lease on August 1, 2015 until the time that licenses are awarded. If Great Lakes Medicinals LLC is not awarded a license, by October 31, 2015, this lease shall become null and void. All payments made up to that time will be non-refundable. If the license is awarded, Tenant shall notify Landlord in writing and this lease will commence on the 1st of the month said notice is delivered, and the dates herein will be amended accordingly and set forth in a lease abstract and will become an addendum to the lease.

**3. TERM**

The term of this Lease shall be for a period of Five (5) years, commencing on August 1, 2015 and to terminate on July 31, 2020.

**4. RENT**

Tenant covenants and agrees to pay during the term of this Lease a basic rent (Basic Rent) in the amount set forth below, without demand, in equal monthly installments on the first day of each calendar month during the term of this Lease.

The basic rent from August 1, 2015 to July 31, 2016 shall be Nineteen Thousand-Three Hundred Thirty-Two and 00/100 Dollars ($19,332) annually, payable in equal installments of One Thousand Six Hundred and Eleven and 00/100 Dollars ($1,611.00) monthly. The Tenant shall deposit with Landlord the first month's rent upon execution of this lease.

The basic rent from August 1, 2016 to July 31, 2017 shall be Nineteen Thousand Seven Hundred Eighteen and 64/100 Dollars ($19,718.64) annually, payable in equal installments of One Thousand Six Hundred Forty-Three and 22/100 Dollars ($1,643.22) monthly.

The basic rent from August 1, 2017 to July 31, 2018 shall be Twenty Thousand One Hundred Thirteen and 01/100 Dollars ($20,113.01) annually, payable in equal installments of One Thousand Six Hundred Seventy-Six and 08/100 Dollars ($1,676.08) monthly.

The basic rent from August 1, 2018 to July 31,2019 shall be Twenty Thousand Five Hundred Fifteen and 27/100 Dollars ($20,515.27) annually, payable in equal installments of One Thousand-Seven Hundred and Nine and 61/100 Dollars ($1,709.61) monthly.

The basic rent from August 1, 2019 to July 31, 2020 shall be Twenty Thousand Nine Hundred Twenty-Five and 58/100 Dollars ($20,925.58) annually, payable in equal installments of One Thousand-Seven Hundred Forty-Three and 80/100 Dollars ($1,743.80) monthly.

It is hereby mutually agreed that, notwithstanding anything herein to the contrary, the said Premises are demised for a rental of ($100,604.50) for the initial term and payable at the time of the making of this Lease, and that the provisions herein contained for the payment of said rent in installments are for the convenience of Tenant only, and that, upon default in payment of the rent in installments as herein allowed, then in Landlord's sole discretion, the whole of the rent hereby reserved for the whole of the said term and then remaining unpaid shall at once become due and payable, without any notice or demand and without any reduction to present value or otherwise.

**5. LATE CHARGE**

If any rental payment or additional rental payment due hereunder is not made on or before the 10th day of the month in which it becomes due, a late charge of five percent (5%) of such overdue payment will be made for the purposes of defraying the expenses incidental to the handling of such delinquent payment. It is agreed and understood that the rent is due on the first day of the month and this late charge clause does not waive the payment of rent on the first day of the month, and it is acknowledged that failure to pay any rent due on the first day of the month is a material breach of this Lease.

This five percent (5%) late charge likewise, applies to the payment of any additional rental payments hereinafter referred to and payable on the appropriate due dates set forth therein.

In addition to the foregoing late fees, interest shall accrue on such unpaid amounts of rent and additional rent at 12% per annum accruing from fifteen (15) days after the due date of such payments.

**6. SECURITY DEPOSIT**

The Tenant shall deposit with the Landlord on the signing of this Lease the sum of One Thousand Six Hundred Eleven and 00/100 Dollars ($1,611), as a security deposit for the performance of the Tenant's obligations under this Lease, including, without limitation, the surrender of possession of the Premises to the Landlord as herein provided. If Landlord applies any part of said deposit to cure any default of the Tenant, that is not cured by Tenant within ten (10) days written notice by the Landlord of same, Tenant shall, upon demand, deposit with the Landlord, the amount so applied so the Landlord shall have the full deposit on hand at all times during the term of this

Lease. The security deposit and/or deposit shall not be applied or used toward any month's rent due and owing under this Lease.

**7. SIGNS**

Tenant, at its own cost and expense must affix, according to building standards, Tenant's name on one pylon sign. Said pylon sign's design is subject to the approval of the City of Syracuse and the Landlord. Tenant, also at its sole cost and expense, may install Tenant's name on a sign panel over Tenant's storefront and be permitted to install the name of the company and operating hours on the suite entry door due to medical regulations. Upon the termination of the Lease, Tenant, at his sole cost and expense, will remove the sign with Tenant's name. If the sign has not been removed within thirty (30) days after the Lease termination date, the Landlord will have the right to remove the sign and the Tenant shall reimburse the Landlord, as additional rent, the sum of $175.00 for removal of the sign panel.

Tenant shall conform all signage, lettering and graphics on or visible from the exterior of the premises to Landlord's standard plan and design for the Shopping Center and to all applicable laws, ordinances, rules and regulations.

The Tenant shall not erect, place or display any sign, advertisement or notice, or any awning, shades or blinds on any part of the outside or inside of the Premises or of the Building except in accordance with the prior written consent of Landlord, all following Tenant's submission of a sign plan (setting forth specifications and elevations) to Landlord.

**8. USE**

The Tenant shall occupy the Premises as a New York State licensed pharmaceutical dispensary of medical grade cannabis in the form of pills, oils, tinctures and topical ointments or through any other medium permitted by the State of New York and for no other purpose.

**9. NOTICES**

All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly given if made in person or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective address of each party set forth at the beginning of this Lease. Service shall be complete upon such personal delivery or mailing, except in the case of a notice to change an address in which case service shall be complete when the notice is received by the addressee.

**10. REAL ESTATE TAXES**

Landlord shall pay all real estate taxes, or payments in lieu of, and other public charges in a calendar year, assessed, levied or imposed against the building

by the City of Syracuse, or by any other applicable governmental unit, however excepting any portion of which and/or any other assessment directly attributable to Tenants personality, trade fixtures or use(s) at the Leased Premises.

**11. SERVICES, UTILITIES AND FACILITIES**

Landlord covenants and agrees that it will furnish the following service and utilities:

Landlord, at its own cost and expense, will install separate meters for Tenant's electricity and gas, and Tenant shall pay for all electrical consumption and gas consumption as registered by said meters. Tenant, upon the execution of this Lease, will promptly contact National Grid Corporation to have the meters put in Tenant's name prior to the Lease commencement date.

Landlord during the term of this Lease shall maintain and keep in good order, condition and repair the common facilities of the said Building. Tenant will comply and cause its employees and agents to comply with all rules and regulations (please provide the rules and regulations for tenants review) adopted by Landlord in connection with the use of the common facilities, and all supplements thereto and amendments thereof which Landlord may hereafter adopt. Tenant shall keep the sidewalk and parking area in front of their Premises free of debris and shall place and maintain a building standard waste disposal receptacle at the rear of the property, if requested by the Landlord.

Landlord will provide common area maintenance, lighting, snow removal, landscaping and lawn care according to building standards.

Landlord shall not be liable for damage or inconvenience caused by the cessation or interruption of such heating, air conditioning, electricity, gas or water which is caused by fire, accident, strikes, necessary maintenance, alterations or repairs, or other reasons beyond Landlord's control as long as Landlord prudently attempts to repair. Notwithstanding the foregoing and in the event of Force Majeure, Landlord and Tenant shall have mutual indemnification.

**12. UPKEEP OF BUILDING**

The Landlord covenants to keep, or cause to be kept, the structural components, the electrical, heating, ventilating and air-conditioning systems, and common areas of the Building, of which the demised premises form a part, (except as may be caused or otherwise adversely affected, by Tenant's employees, agents, invitees and contractors, work, negligence or other wrongful acts or omissions) in good order, repair and condition.

**13. UPKEEP OF PREMISES**
Throughout the term, Tenant shall, at its own cost and expense, keep the Premises in first-class condition and repair, Tenant shall also be solely responsible to maintain, repair, or replace all glass, bulbs and blinds within the Premises. If Tenant fails to perform, this agreement with respect to the Premises within ten (10) days after written request to do so made by Landlord to Tenant, the Landlord may make such repairs or perform such maintenance as may be required. Tenant shall, immediately upon demand, reimburse Landlord for such.

**14. RULES AND REGULATIONS**
Tenant and its agents and employees shall comply with and observe all reasonable rules and regulations concerning the use, management, operation, safety and good order of the Premises and the Building, and the Landlord may, from time to time, promulgate new rules and regulations for the premises and the Building. Landlord shall not be responsible to Tenant for any violation of the rules, regulations, or covenants or agreements contained in any other lease, by any other tenant of the Building, its contractors, agents or employees, and Landlord may waive in writing, or otherwise, any or all of the rules and regulations in respect to any one or more tenants.

**15. ALTERATIONS**
Tenant shall not make, or permit to be made, any alterations, additions, improvements or changes in the Premises (Alterations) without the Landlord's prior written consent. The Landlord's consent to a particular alteration shall not be deemed as consent to, or a waiver of a restriction against future alterations.

Any alterations to the Premises shall be made in good and workmanlike manner and in accordance with the appropriate municipal codes, rules and regulations. When completed, the alterations, if affixed, shall become Landlord's property unless removal does not materially damage the building and upon condition also that the cost of repairing any damage to the Premises of the Building arising from such removal shall be paid by the Tenant. The alterations shall remain for Landlord's benefit at the end of the term, or other expiration of this Lease, in as good order, condition and repair as when originally installed; reasonable wear and tear expected.

If Landlord agrees to allow Tenant to make alterations, it is expressly understood that all costs or expenses that relate thereto shall be Tenant's sole responsibility. Tenant agrees to comply, at Tenant's own expense, with all present and future governmental requirements arising out of, in connection

with, or necessitated by such alterations. Tenant agrees to provide Landlord with adequate liability, worker's compensation and related insurance coverage's, in form as approved by Landlord, and in addition written waivers from contractors and/or material men performing work at the Premises indicating that they will indemnify, defend and hold Landlord, the Premises and the Building harmless and free from all liens and claims of all such persons, and those persons furnishing labor or materials, or both, to such persons, for the Premises and, in addition, Tenant shall obtain, from such persons, waivers of the right to file liens based upon the providing of services and/or materials.

If any mechanic's lien is filed against the Premises as a result of Tenant's alterations, the Landlord, at its option, after thirty (30) days notice to Tenant, may pay such lien without inquiring into the validity thereof, and the Tenant shall immediately upon demand reimburse Landlord for such expenses plus such additional sums as are due to Landlord.

Other than negligence and willful misconduct, Tenant agrees to indemnify, defend and hold harmless the Landlord against any and all loss, damages, costs, expenses, suits, claims, and demands whatsoever, which might arise by reason of Tenant's alterations during the Term of this lease. Other than negligence and willful misconduct, Tenant further covenants and agrees to indemnify, defend and hold Landlord harmless from any and all claims for personal injury, death or property damage occasioned during the progress or as a result of any alterations to the premises during the term of the agreement, including as a result of any vicarious liability laws.

**16. GOVERNMENTAL REGULATIONS**

The Premises are leased subject to any and all applicable Federal, State and local zoning use, and related laws, regulations and ordinances. Tenant shall promptly execute and comply with all statutes, ordinances, rules and orders, regulations and requirements of the federal, state and municipal governments and of any and all their departments and bureaus applicable to the Premises, for the correction, prevention and abatement of nuisances, violations or other grievances, in, upon or connection with the premises during the term. Tenant shall also promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters for the prevention of fires. All of the obligations contained in this section shall be performed at Tenant's own cost and expense. **Notwithstanding any term or provision to the contrary herein, Tenant shall not be required to comply with any federal law which is applicable to and prohibits Tenant's Medical Marihuana Uses in the Premises and Tenant's non-compliance with federal law with respect to such Medical Marijuana Uses shall not be considered a breach or default of this Lease.**

**17. COMPLIANCE WITH ENVIRONMENTAL LAW**

Except to the extent the Landlord's obligations under the succeeding paragraph of this section 16 shall apply, the Tenant shall promptly execute and comply with all applicable federal, state and local laws relating to toxic and hazardous substances and any other environmental matters during the entire term of this Lease with respect to the demised premises. If any environmental contamination is found on the demised premises due to Tenant's activities for which any removal or remedial action is required pursuant to any law, ordinance, rule or governmental action, Tenant will remove or otherwise take complete remedial action within a reasonable period of time and to Landlord's satisfaction, then Landlord may enter upon demised premises and take such action, and any costs incurred by Landlord shall be paid by Tenant within thirty (30) days of its receipt of the invoice covering the actual expense incurred by the Landlord.

The Tenant covenants that it shall keep or cause the Premises to be kept free of hazardous materials and not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process hazardous materials, except in compliance with all applicable Federal, State, and Local laws or regulations.

Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents, officers and directors from and against any claims, actions, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including without limitation, attorney and consultant fees, investigations and laboratory fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

a. the Tenant's disposal, release or threatened release of any hazardous or toxic substances on the demised premises;
b. any personal injury (including wrongful death or property damage, real or personal) arising out of or related to such hazardous or toxic substances directly related to Tenant;
c. any lawsuit brought or threatened, settlement reached or government order given relating to such hazardous or toxic substances directly related to Tenant;
d. and/or any violation of any law, order, regulation, requirement, demand of any government authority, or any policies or requirements of the Landlord, which are based upon or in any way relate to such hazardous or toxic substances directly related to Tenant.

**18. LANDLORD'S RIGHT OF ACCESS**

Tenant shall permit Landlord, or its authorized representative, to enter the premises at any reasonable time and upon reasonable notice to Tenant (or at any time without notice for the purpose of making emergency repairs) for the purpose of (i) inspection (ii) making repairs to the premises or the building and (iii) repairing, replacing, altering or changing existing connections from any fixture, pipes, wires or ducts in the Premises, or making new such connections.

Landlord may during the last ninety (90) days of the term, at reasonable times with at least 24 hours' notice to Tenant, show the Premises to prospective tenants for lease. If Tenant shall vacate the Premises during the last month of the term of this Lease, Landlord shall have the right thereafter to enter the Premises and to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Tenant's obligation to pay rent for the full term of this Lease.
Landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marihuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease.

**19. SURRENDER OF PREMISES**

Tenant covenants, at the expiration or other termination of the Lease, to remove its property and effects from the Premises and to surrender the Premises and all keys, locks and other fixtures connected therewith to Landlord, in good repair, order and condition, ordinary wear and tear and damage by fire or other casualty excepted.
All fixtures, structural improvements, and appurtenances attached to, or built into the Premises herein demised at the commencement of, or during the term, at the expense of the Tenant, or by Tenant shall be and remain part of the Premises and shall not be removed by the Tenant at the end of the term or during any occurrence that causes the termination of the relationship of Landlord and Tenant.

Notwithstanding the foregoing, where not built into the space and furnished by or at the expense of the Tenant, those items of personal property and equipment may be removed by the Tenant upon the condition that such removal does not materially damage the building and upon condition also

that the cost of repairing any damage to the Premises of the Building arising from such removal shall be paid by the Tenant.

**20. CONDEMNATION**

If the whole or any part of the lands or premises of which the Premises are a part shall be taken, appropriated or condemned for any public purpose, at the option of the Landlord, the term of this lease shall cease and terminate at the date when possession of the part so taken shall be required or when title shall vest in the taking authority, whichever first occurs, and rent shall be paid up to that date and the Tenant shall have no claim against the Landlord or the taking authority and shall not be entitled to any award of part thereof. Any award for Tenant's trade fixtures installed in the Premises shall belong to Tenant.

**21. DAMAGE TO PREMISES BY FIRE**

If, before or during the term of this Lease, the Premises, the Building, or the means of access thereto, shall be damaged by fire or other casualty, the elements, act of God, war or civil commotion, Landlord shall, subject to the following provisions, forthwith repair same after notice of the damage. During such repairs, and during the time the Premises are wholly or partially untenable, the rent shall abate proportionately and prorate without the term of the Lease being extended. If the Premises or access thereto are damaged such that, in Landlord's sole reasonable discretion, repairs cannot be completed within 180 days or, if otherwise the Landlord shall decide to demolish and/or not to reconstruct the building, then Landlord or Tenant may terminate this Lease by notifying the other, within a reasonable time after such damage, and notification of said election for Landlord, of the Landlord's or Tenant's election to terminate this Lease, immediately if the term shall not have commenced or as of the date of such damage, the rent shall be prorated and paid up to such date, and rent paid in advance and unearned as of the date of such damage shall be refunded to Tenant.

**22. LIMITATION OF LANDLORD'S LIABILITY**

Landlord shall not be liable to Tenant for any loss, damage, or expenses of any kind resulting from and no claims shall be made against Landlord by Tenant for:

a. any injury or damage to person or property occurring in, on or about the Premises, unless caused by Landlord.

b. the theft, loss or destruction of any personal property contained in the Premises or any other storage rooms provided by Landlord unless caused by Landlord;

c. the necessity of repairing the Premises or any other portion of the Building unless caused by Landlord;

d. fire or other casualty unless caused by Landlord;

e. any overflow or leakage upon or into the Premises of water, rain, snow, steam, gas or electricity, or any breakage or bursting of pipes, conduits or other plumbing fixtures or appliances unless caused by landlord; or

f. any loss or damage to property of the Tenant entrusted with the Landlord's employees.

All references to Tenant in the preceding sentence shall be deemed to include Tenant's contractors, employees, agents and invitees and other persons claiming the right to be in the Premises or the Building under or through Tenant.

**23. INDEMNIFICATION AND INSURANCE**

Tenant covenants to indemnify defend and hold harmless the Landlord, for and against any and all liability damages, expenses fees, penalties, actions, causes of action, suits, costs, claims or judgments (i) resulting from or caused by any breach or default by Tenant, (ii) resulting from any act or omission of Tenant or any of Tenant's contractors, agents, employees or invitees. Tenant shall and will in such situations, at its own cost and expense, defend any and all suits or actions that may be brought against Landlord in and which Landlord may be impleaded with other's upon any such above-mentioned claim or claims, and in the event of the failure of Tenant so to do, Landlord may, at the cost and expense of Tenant, and upon prior written notice to Tenant, defend any and all such suits or actions, and tenant shall and will satisfy, pay and discharge any and all judgments that may be recovered against the Landlord in any such suit or actions in which Landlord may be a party or in which Landlord shall become liable as aforesaid, then Landlord may pay the same with any interest, costs, or other charges which may have accrued thereon and the amount so paid by Landlord, with interest, costs, or other charges which may have accrued thereon, at the current prime interest rate per annum from the date of the payment, shall become and be due and payable by Tenant.

Throughout the term of this Lease, Tenant shall obtain, maintain and pay all premiums for insurance coverage on the Premises and to secure extended fire and casualty coverage for its own improvements, trade fixtures and

furnishings and the like, and public liability insurance in the minimum amounts of $1,000,000/$2,000,000 in which policy the Landlord and its mortgagee shall be named as additional insured. Such policies shall also provide coverage for Tenants obligations hereunder. Tenant will continue to use a triple A rated provider (currently they use Travelers) unless the company changes their policy and self-insures.

Each policy shall provide that the insurer will not permit expiration of, or cancel or change the insurance coverage's required hereunder in any respect, including for non-payment of premium, without first giving the Landlord and any additional insured/mortgagee thirty (30) days prior written notice. A copy of each policy or certificate of insurance shall be delivered to the Landlord before the Lease commencement date.

**24. DEFAULT AND LANDLORD'S RIGHTS**

(a) Event of default by the Tenant of this Lease:

(1) Any failure of the Tenant to make any payment of rent or additional rent or to pay any other monies when due under this Lease; or

(2) A failure by the Tenant to observe and perform any other covenant or term on the Tenant's part to be kept and performed for ten (10) days after receipt of written notice from the Landlord informing the Tenant of the default; or

(3) Any objectionable conduct by Tenant that is not discontinued or cured within ten (10) days after receipt of written notice by Landlord of same, including but not limited to noise, conduct disturbing to other Tenants, failure to adequately maintain the Leased Premises; or

(4) Except as otherwise provided in this Lease, the Premises become abandoned, deserted or vacant, or Tenant allows this Agreement or Premises to be taken under any writ of execution; or

(5) Except as otherwise provided in this Lease, Tenant shall fail to take possession of the Premises for twenty (20) days after notice from the Landlord that the Premises are ready for occupancy, or.

(6) Failure of the Tenant to obey the Rules and Regulations of the Landlord for ten (10) days after receipt of a written notice of such failure.

(b) Right to enter. Upon the happening of any one of the defaults listed above, the Landlord shall give Tenant notice of the default and demand, as required under applicable law, in writing and, if the default is not cured within ten (10) days from the service of the notice, then this Lease shall terminate and Landlord, beside other rights or remedies it may have, shall have the immediate right of re-entry to the Premises or may recover possession by summary proceedings or other proceedings (but Tenant shall remain liable to the Landlord, as hereafter provided) and Landlord may

remove all persons and property from the Premises. Any event of re-entry at Lease termination shall not absolve or discharge the Tenant from liability under this Lease; but such liability for performing the terms and obligations shall survive until the expiration date of the Lease.

(c) Should the Landlord at any time terminate this Lease for any breach or default, in addition to any other remedies it may have, it may recover from the Tenant all costs and expenses and other damages it may incur by reason of such breach or default, including the cost of recovering the Premises, reasonable attorney's fees and including any rents and additional rents that are still due and owing under the Lease for the remainder of the stated term of the Lease, all of which amounts shall become due and payable from the Tenant. In the event that the Landlord can find another Tenant to Lease the Premises for the remainder of the Lease term, any rents collected from the new Tenant shall be credited against the obligations owed by the original Tenant.

(d) The non-prevailing party shall be liable for reasonable attorney's fees incurred by the prevailing party in enforcing this Lease Agreement or in helping to collect rental obligations due and owing.

**25. SUBROGATION**

Tenant and all parties claiming under them, shall release and discharge Landlord from all claims and liability for damage or destruction by fire or any other peril included in any extended coverage form of fire or casualty insurance during the term of this Lease.

**26. SUBORDINATION**

This Lease and all rights thereunder of Tenant shall be subject and subordinate to; and shall not be a lien against the Premises in respect to any mortgages that are now on or that hereafter may be placed against said Premises and to all extensions, modifications, replacements and/or renewals thereof whatsoever, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording and Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle Landlord, its assigns and legal representatives, the option of canceling this Lease without incurring any expense or damages. Nothing herein is intended to deprive the Tenant of the continued use and possession and enjoyment of the Premises

under the terms of the Lease so long as the Tenant is not in default under the terms and obligations of this Lease. The foregoing notwithstanding no such written instrument shall be required to evidence or give to the foregoing provisions as this shall be self-operating.

**27. LIMITATION ON PERSONAL LIABILITY**

If the Landlord should be an individual, a partnership or a co-tenant, so long as such individual or the partners or co-tenants constituting Landlord at the date of execution of this Lease and from time to time thereafter as shown by a partnership certificate then in effect or as then in effect or as shown by the record fee title, or any of the foregoing persons, directly or indirectly, own an interest in the Premises or in any partnership, or any trust, co-tenancy, or other unincorporated entity constituting the Landlord hereunder, Tenant shall look solely to the estate and property of the Landlord in the Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by the Landlord in any of the terms, covenants and conditions of the Lease to be observed and/or performed by the Landlord and any other obligation of Landlord created by or under this Lease, and no other property or assets of the Landlord or its partners, beneficiaries or covenants shall be subject to levy, execution or other enforcement for the satisfaction of Tenant's remedies.

The term Landlord, as used in this Lease, so far as covenants and agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises and Lease and in the event of any transfers of the title to the said Lease and/or the Premises, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor), including each of its partners shall be automatically freed and relieved from, and after the date of such transfer and conveyance of all liability as respect the performance of any covenants and agreements on the part of the Landlord contained in this Lease thereafter to be performed, and it shall be deemed and construed without further agreement that such grantee or transferee has assumed and agreed to be bound by all of the covenants of the Landlord, and the Landlord or the grantor shall turn over to the grantee all monies, if any, then held by Landlord, or such grantor on behalf of Tenant and shall assign to such grantee all right, title and interest of Landlord or such grantor in and to the sums held by and depository under the terms, covenants and conditions of this Lease.

**28. HOLDING OVER**

If the Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a tenant from month to month, provided rent shall be paid and accepted by Landlord, in advance, at the rate of one hundred fifty percent (150%) the basic monthly rent and one

hundred percent (100%) of the additional rent payable hereunder immediately prior to the termination of this Lease, but unless and until Landlord shall accept such rent from Tenant, Landlord shall continue to be entitled to retake or recover possession of the Premises in the manner provided by this Lease upon the occurrence of an event of default, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of the Tenant's failure to surrender possession of the Premises immediately upon the expiration of the term hereof, Tenant hereby agrees that all the obligations of Tenant and all rights of Landlord applicable during the term of this Lease shall be equally applicable during such period of subsequent occupancy, whether or not a month-to-month tenancy shall have been created as aforesaid.

**29. GOVERNING LAW**
This Lease shall be construed in accordance with the laws of the State of New York. If any provisions of this Lease shall, be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

**30. NO REPRESENTATION**
The Landlord, his agents, servants or employees have not made any representations or promises with respect to the demised premises except as expressly set forth in this Lease.

**31. RIGHT OF LANDLORD TO CURE TENANT'S DEFAULT**
If Tenant defaults in the making of any payment (with the exception of the payment of rent) or in doing any act required under this Lease, Landlord may, in its sole discretion, make such payment or do such act and the expense thereof shall be paid by the Tenant with interest at 12% per annum from the date paid and shall constitute additional rent and be payable with the next monthly installment of basic rent. The Landlord shall otherwise not be estopped from the pursuit of any remedy to which it would otherwise be entitled.

**32. SDNA/ESTOPPEL CERTIFICATES**
Tenant agrees, at any time and from time to time, upon not less than fifteen (15) days prior notice by Landlord, Landlord's financial institution, or any other person under the authority of the Landlord, to execute, acknowledge and deliver to the Landlord, a subordinate, non-disturbance and attornment agreement (SDNA) and an estoppel certificate. Failure to return said instrument shall be deemed a default under this lease.

**33. WAIVER**
No waiver by Landlord or Tenant of any breach of any term, covenant or conditioned in this Lease shall operate as a waiver of such term, covenant or

condition itself or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of basic rent or additional rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to Landlord's right and the Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided by this Lease.

**34. ASSIGNMENT AND SUBLETTING**

Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, nor sublet the whole or any part of the Premises, or shall this Lease or any other interest hereunder be assignable or transferable by operation of law, or by any process or preceding of any court, or otherwise, without the prior written consent of the Landlord, which consent will not be unreasonably withheld. For the purposes hereof, a consolidation or a merger of Tenant, or a change in ownership of Tenant, shall not be deemed an assignment. Any consent by the Landlord to any such assignment, transfer, subletting or other matter or thing contained in this paragraph, shall not in any way be construed to relieve the Tenant from obtaining the prior consent of the Landlord to any other or further such assignment, transfer, subletting, matter or thing. Landlord's consent to any assignment or any encumbrance of this Lease, or to any subletting or license may be given or withheld, at its sole discretion, which consent shall not be unreasonably withheld.

**35. QUIET ENJOYMENT**

Tenant, upon paying the rent and additional rent and observing and performing all the terms, covenants and conditions contained in this Lease on Tenant's part to be observed and performed, shall peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord or any party claiming through Landlord.

**36. BROKER COMMISSION**

Tenant warrants that Andrew Devorsetz of Upstate Brokerage, Inc. is the sole Broker for the Tenant and Pyramid Brokerage Company is the Listing Broker for the Landlord in this Lease transaction and that no other Broker or finder was utilized and no other commission is due with respect to this Lease. Landlord shall pay the Listing Broker a six (6%) percent real state commission, for the total rent of the initial lease term. The Listing Broker will split 50/50 with the Tenant's Broker. The commission shall be paid fifty percent (50%)within 15 days of all of the following: (1) Landlord's receipt of a fully executed lease document, (2) Tenant's occupancy and (3) Landlords receipt of the security

deposit and the first month's rent. There will be no commission due or payable on any options, renewals or extensions of this Lease. The remaining 50% shall be paid over the next three months within ten days after receives the Tenant's rent.

**37. FEES AND EXPENSES**

If the Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions of this Lease, the Landlord may immediately or at any time thereafter and without notice perform the same for the account of the Tenant, and if the Landlord makes any expenditures or incurs any obligations for the payment of money in connection with such default, including but not limited to reasonable attorney's fees and expenses, such sums paid or obligations incurred, with interest and costs, shall be collectable in the same manner and with the same remedies as if they had been rents originally reserved herein, and shall be due from and payable by Tenant to Landlord on the first day of the month following the rendition of a statement to the Tenant therefore. The Landlord shall have the additional right to seek and recover reasonable attorney's fees and expenses in the action or proceeding in which they are incurred, plus any costs and disbursements

**38. NO ORAL MODIFICATIONS**

Any modification in, addition of this Lease must be in writing signed by the parties hereto. The failure of the Landlord to insist upon the strict performance of any of the covenants hereof or to exercise any option herein shall not be construed as a waiver or relinquishment for the future of such covenant or option. The receipt by the Landlord for rent with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by the Landlord of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord. This Lease cannot be changed orally, cannot be changed by executory agreement unless such executory agreement is in writing and signed by the party against whom enforcement of the change is sought or by his agent.

**39. WAIVERS BY TENANT**

Tenant, for Tenant, and on behalf of any and all persons, firms, corporations and associations claiming through or under Tenant, including creditors of all kinds, under or by reason of any present or future law waives the right to redeem the premises or to have a continuance of this Lease for the term hereby demised after Tenant is dispossessed or rejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law. Tenant also waives the provisions of any law relating to notice and/or delay in levy or execution in

case of an eviction or dispossess of a tenant for non-payment of rent, and of any other law of like import now or hereafter in effect. It is further mutually agreed that in the event the Landlord commences any summary proceeding for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

**40. SEVERABILITY**

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Lease that is as similar to the illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

**41. NO CONSTRUCTION AGAINST PREPARER OF LEASE**

This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant, and their separate advisors believe that this Lease is the product of their efforts, that it expresses their agreement.

**42. OPTION TO RENEW**

While this Lease is in full force and effect, provided the Tenant is not in default in the performance of any of the material terms, covenants and conditions thereof, the Tenant shall have the right or option to extend the original term of this Lease for a further term of five (5) years . Such extension or renewal of the original term shall be on the same terms, covenants and conditions as are provided in the original term, except for the annual rent, said annual rent will be the following:

The basic annual rent from August 1, 2020 to July 31, 2021 shall be Twenty-One Thousand Three Hundred Forty-Four and 09/100 Dollars ($21,344.09), payable monthly at One Thousand Seven Hundred Seventy-Eight and 67/100 Dollars ($1,778.67) per month.

The basic annual rent from August 1, 2021 to July 31, 2022 shall be Twenty-One Thousand Seven Hundred Seventy and 97/100 Dollars ($21,770.97), payable monthly at One Thousand Eight Hundred Fourteen and 25/100 Dollars ($1,814.25) per month.

The basic annual rent from August 1, 2022 to July 31, 2023 shall be Twenty-Two Thousand Two Hundred and Six and 39/100 Dollars ($22,206.39), payable monthly at One Thousand Eight Hundred Fifty and 53/100 Dollars ($1,850.53) per month.

The basic annual rent from August 1, 2023 to July 31, 2024 shall be Twenty-Two Thousand Six Hundred Fifty and 52/100 Dollars ($22,650.52), payable monthly at One Thousand Eight Hundred Eighty-Seven and 54/100 Dollars ($1,887.54) per month.

The basic annual rent from August 1, 2024 to July 31, 2025 shall be Twenty-Three Thousand One Hundred and Three and 53/100 Dollars ($23,103.53), payable monthly at One Thousand Nine Hundred Twenty-Five and 29/100 Dollars ($1,925.29) per month.

The option on the part of the Tenant herein contained for an extension of the term of this lease shall not be deemed to give the Tenant any option for any further extension beyond the first extended term. In order to exercise this option, the Tenant must give to Landlord written notice, return receipt requested, of its intent to exercise the option, and said notice must be received by Landlord on or before March 1, 2020, time being of the essence as to such date of notice. If the said option is not given, the said lease shall terminate on the original lease expiration date

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Lease on the day and year first above written.

**CANALWOOD COMMONS LLC. (LANDLORD)**

Thomas H. Greenwood, Member, member — Date 5/13/2015

**Great Lakes Medicinals, LLC. (TENANT)**

Name Kurt B. Odenbach, Esq. General Counsel — Date 5/12/2015

STATE OF NEW YORK
COUNTY OF ONONDAGA ss:

On the 13 day of May, 2015 before me personally came Thomas Greenwood to be known and known to me to be the individual described in and who executed the foregoing lease agreement, and she duly acknowledged to me that he executed the same.

Deborah Kotash
NOTARY PUBLIC

DEBORAH J. KOTASH
Notary Public, State of New York
Qualified in Onon. Co. No. 4728307
My Commission Expires Oct. 31, 2018

STATE OF NEW YORK
COUNTY OF MONROE ss:

On the 12 day of May, 2015 before me personally came Kurt B. Odenbach, Esq. to be known and known to me to be the individual described in and who executed the foregoing lease agreement, and she duly acknowledged to me that he executed the same.

Felecia Marie Dombrowski
NOTARY PUBLIC

FELECIA MARIE DOMBROWSKI
NOTARY PUBLIC, State of New York
Registration No. 01DO6268657
Qualified in Seneca County
Commission Expires September 17, 2016

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## Dispensary Location #3—Yonkers, NY

**Yonkers, NY**

**Address:** 1 Pier Pointe; Yonkers, NY 10704

**Lease/LOI:** See below for a full copy of the executed Letter Of Intent (LOI).

**HUDSON PARK INVESTORS, LLC**
1455 East Putnam Avenue, 2nd Floor
Old Greenwich, Connecticut 06870
(203) 358-0004

June 1, 2015

GREAT LAKES MEDICINALS, LLC
7 Woodfield Drive
Webster, New York 14580

**Re: Letter of Intent to Lease the 1999 sq. ft. first floor space located at 1 Pier Pointe Yonkers, New York (the "Premises")**

At your request, we are pleased to send to you this Letter of Intent to Lease with respect to the Premises. The proposed terms and conditions are as follows:

Landlord shall be Hudson Park Investors, LLC.

Tenant shall be GREAT LAKES MEDICINALS, LLC.

Lease Term. The initial term of this Lease (the "Lease Term") shall commence on the first day of the month following the date Tenant receives all Tenant's Approvals (defined below) (the "Commencement Date" unless Tenant elects to waive the contingency set forth below in which case the Commencement Date shall be such earlier date requested by Tenant in its notification to Landlord waiving the contingency) and continue for a period of five (5) years subject to Tenant's right to terminate this Lease prior to the Commencement Date described below, and shall end on the earlier of (i) midnight on the date after five (5) years or (ii) the earlier termination or cancellation of this Lease in accordance with the terms hereof (the "Expiration Date"). On or before the first day of each month following the date Tenant receives all Tenant's Approvals but in no event later than September 1, 2015, Tenant shall pay Landlord half of all rent and additional rents. Said sum shall be paid to hold the demised premises available and shall be nonrefundable regardless of whether or not Tenant receives all of Tenant's Approvals.

Contingency. This Lease and the obligations of each party hereunder are expressly contingent upon Tenant being in possession of all necessary licenses, permits, or other approvals (hereinafter, "Tenant's Approvals") from the State of New York, the City of New York, the or any other governmental, quasi-governmental, or any other authority authorizing Tenant to operate as a "registered organization" organized for the purpose of acquiring, processing, manufacturing, selling, delivering, transporting, distributing or dispensing medical marihuana in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York. If Tenant determines in good faith that it will not receive Tenant's Approvals or Tenant is denied the receipt of Tenant's Approvals, Tenant shall notify Landlord of same and may terminate this Lease by written notice given to the other. Tenant agrees to use its commercially reasonable efforts to apply for and diligently pursue Tenant's Approvals and to notify Landlord within fifteen (15) days after all Tenant's Approvals have been awarded or

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otherwise given or denied to Tenant. Tenant shall periodically notify Landlord of the status of its receipt of Tenant's Approvals and in any event, Tenant shall notify Landlord by August 31, 2015. Notwithstanding the foregoing, in the event Tenant is not in possession of Tenant's Approvals by January 1, 2016, Landlord shall have the right to terminate this Lease by written notice to Tenant unless Tenant begins paying full rent by said date.

Renewal Right. Tenant shall have the right to renew this Lease for two additional terms of five (5) years each (each, a "Renewal Term"), on the same terms and conditions provided herein (except this clause relative to any further renewals), by delivering written notice to Landlord of its intent to renew no less than six (6) months prior to the expiration of the initial Lease Term or the then-current Renewal Term as the case may be, provided that at the date of exercise of the option to renew, and on the effective date of each such Renewal Term, there is no default by Tenant in the performance of any of its obligations under this Lease. During each Renewal Term, Tenant covenants and agrees to pay to Landlord for the Premises, in lawful money of the United States, an annual base rental (the "Renewal Base Rent"), determined in accordance with the provisions of Paragraph 4(b) below.

Rent shall be $_____ per square foot per annum triple net.

| YEARS | RENT PER SQUARE FOOT |
|---|---|
| 1-5 | $22.00 |
| 6-10* | $25.00 |
| 11-15* | $32.00 |

Common Area Charges and taxes per square foot per annum to be negotiated.

Permitted Uses. The Premises shall be occupied and used by Tenant for the purpose of distributing or dispensing medical marihuana as a "registered organization" in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York (the "Medical Marihuana Uses"), and for no other purpose whatsoever, except as may be reasonably agreed upon in writing by Landlord and Tenant and, if applicable, a permitted assignee of Tenant. Only after strict compliance with the terms of this Lease including, but not limited to, the provisions of Paragraph 11(c) herein, and expressly subject to Landlord's prior written consent, not to be unreasonably withheld, Tenant shall be permitted to perform any and all ancillary work necessary to support Tenant's business as a "registered organization" operating in compliance with title 5-A of article 33 of the Public Health Law of the State of New York.

Tenant Allowances shall be $_____.

Landlord Obligations shall include delivering the Premises with zoning, utilities and parking for the Permitted Uses and utilities. Lease is subject to the parties negotiating a definitive lease agreement in a form acceptable to Tenant, Landlord and Landlord's investors and creditors.



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**LANDLORD**
**HUDSON PARK INVESTORS, LLC**

By: _____
Name: Arthur Collins
Title: Partner
Date: 6/2/2015

**TENANT**
**GREAT LAKES MEDICINALS, LLC**

By: _____
Name: Kurt B. Odenbach
Title: President
Date: 6/2/2015



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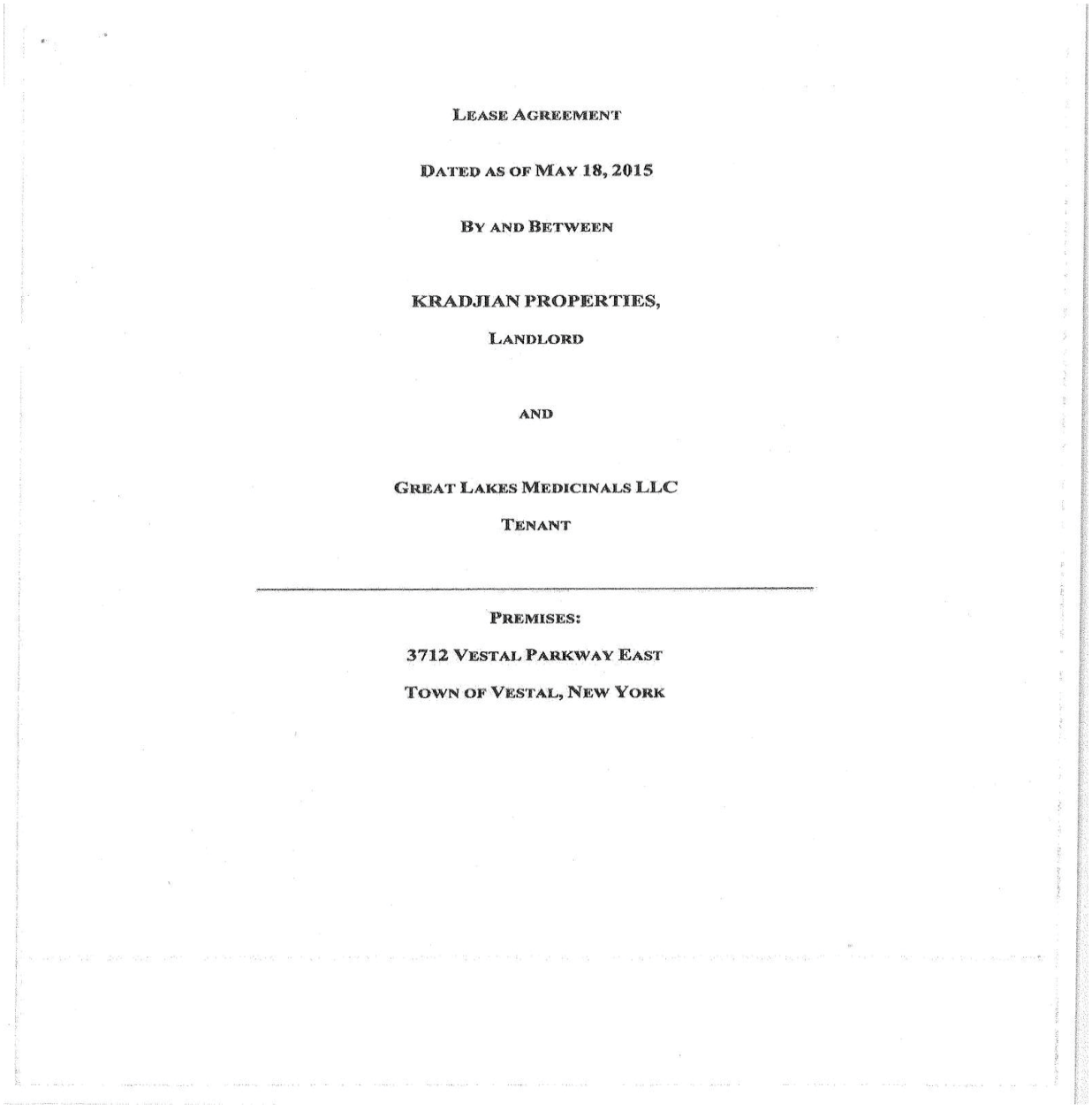
## Dispensary Location #4—Binghamton, NY

**Binghamton, NY**

**Address:** 3712 Vestal Parkway; Binghamton, NY 13850

**Lease/LOI:** See below for a full copy of the executed lease.



LEASE AGREEMENT

DATED AS OF MAY 18, 2015

BY AND BETWEEN

KRADJIAN PROPERTIES,

LANDLORD

AND

GREAT LAKES MEDICINALS LLC

TENANT

---

PREMISES:

3712 VESTAL PARKWAY EAST

TOWN OF VESTAL, NEW YORK

**LEASE AGREEMENT**

June 1

**THIS LEASE AGREEMENT**, dated as of ~~May ___~~, 2015 (this "Lease" or this "Agreement"), is entered into by and between **KRADJIAN PROPERTIES,** a New York partnership ("Landlord"), and **GREAT LAKES MEDICINALS LLC,** a New York limited liability company ("Tenant").

**1. PREMISES.**

(a) Definition of Premises. Landlord hereby leases unto Tenant and Tenant hereby accepts from Landlord, approximately: (i) 2,000 square feet of space located at 3712 Vestal Parkway East, (the "Premises") located in the Town of Vestal, County of Broome, and the State of New York. Floor plans are attached hereto as **EXHIBIT A** and made a part hereof. A map showing the location of the Building is attached hereto as **EXHIBIT B** and made a part hereof. The Premises shall also include the right to use delivery areas designated by Landlord from time to time as reasonably required for the use of the Premises and other common areas (collectively, the "Common Areas"), subject to reasonable rules and regulations imposed by Landlord.

(b) Condition of Premises. Within thirty (30) days after satisfaction of the contingency set forth in Section 2(b) below, Tenant shall have access to the Premises. Tenant accepts the Premises in "as-is" condition. Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. Landlord shall provide Tenant with reasonable opportunity to inspect the Premises prior to taking possession. No promises of Landlord to alter, remodel, repair or improve the Premises or the Building and, other than those expressly set forth herein, no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant. Any improvements desired by Tenant in the Premises shall be made at the sole cost and expense of Tenant and otherwise in strict compliance with all terms of this Lease. Any Alterations (as hereinafter defined) desired by Tenant must comply with all provisions of this Lease including, but not limited to, the provisions of Paragraph 11(c) herein.

**2. TERM.**

(a) Lease Term. The initial term of this Lease (the "Lease Term") shall commence on the first day of the month following the date Tenant receives all Tenant's Approvals (defined below) (the "Commencement Date" unless Tenant elects to waive the contingency set forth in Paragraph 2(b) herein in which case the Commencement Date shall be such earlier date requested by Tenant in its notification to Landlord waiving the contingency) and continue for a period of five (5) years subject to Tenant's right to terminate this Lease prior to the Commencement Date (described in Section 2[b][i] below), and shall end on the earlier of (i) midnight on the date after five (5) years or (ii) the earlier termination or cancellation of this Lease in accordance with the terms hereof (the "Expiration Date"). On or before the first day of each month beginning on June 1, 2015 until the first day of the month following the date Tenant receives all Tenant's Approvals, Tenant shall pay Landlord half of all rent and additional rents, which equals a sum in an amount of **TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00 CENTS ($2,250.00).** Said sum shall be paid to hold the demised premises available and shall be nonrefundable regardless of whether or not Tenant receives all of Tenant's Approvals.

(b) Contingency. This Lease and the obligations of each party hereunder are expressly contingent upon Tenant being in possession of all necessary licenses, permits, or other approvals (hereinafter, "Tenant's Approvals") from the State of New York, the Town of Vestal, the County of Broome, or any other governmental, quasi-governmental, or any other authority authorizing Tenant to operate as a "registered organization" organized for the purpose of acquiring, processing, manufacturing, selling, delivering, transporting, distributing or dispensing medical marihuana in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York. If Tenant determines in good faith that it will not receive Tenant's Approvals or Tenant is denied the receipt of Tenant's Approvals, Tenant shall notify Landlord of same and may terminate this Lease by written notice given to the other. Tenant agrees to use its commercially reasonable efforts to apply for and diligently pursue Tenant's Approvals and to notify Landlord within fifteen (15) days after all Tenant's Approvals have been awarded or otherwise given or denied to Tenant. Tenant shall notify Landlord of the status of its receipt of Tenant's Approvals by September 1, 2015. If Landlord does not receive said notice by September 1, 2015, then Landlord may terminate the lease at any time upon written notice.

(c) Renewal Right. Tenant shall have the right to renew this Lease for two additional terms of five (5) years each (each, a "Renewal Term"), on the same terms and conditions provided herein (except this clause relative to any further renewals), by delivering written notice to Landlord of its intent to renew no less than six (6) months prior to the expiration of the initial Lease Term or the then-current Renewal Term as the case may be, provided that at the date of exercise of the option to renew, and on the effective date of each such Renewal Term, there is no default by Tenant in the performance of any of its obligations under this Lease. During each Renewal Term, Tenant covenants and agrees to pay to Landlord for the Premises, in lawful money of the United States, an annual base rental (the "Renewal Base Rent"), determined in accordance with the provisions of Paragraph 4(b) below. If Tenant does not renew this lease by notifying Landlord in writing within six (6) months prior to Lease expiration, then Landlord may hang its standard "Available" sign, measuring 3 feet long by 2 feet high, in the window.

## 3. TENANT'S USE OF AND ACCESS TO THE PREMISES

(a) Permitted Uses. The Premises shall be occupied and used by Tenant for the purpose of distributing or dispensing medical marihuana as a "registered organization" in accordance with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York (the "Medical Marihuana Uses"), and for no other purpose whatsoever, except as may be reasonably agreed upon in writing by Landlord and Tenant and, if applicable, a permitted assignee of Tenant. Only after strict compliance with the terms of this Lease including, but not limited to, the provisions of Paragraph 11(c) herein, Tenant shall be permitted to perform any and all ancillary work necessary to support Tenant's business as a "registered organization" operating in compliance with title 5-A of article 33 of the Public Health Law of the State of New York.

(b) Tenant's Access to the Premises. Subject to the reasonable security and operating policy of Landlord, written notice of which shall be provided to Tenant, Tenant is entitled to 24 hours per day, 365 days per year access to the Premises.

(c) Restrictions on Tenant's Activities. Tenant shall comply and shall cause all of its agents, contractors, employees, visitors and any others using the Premises to comply with each and every restriction and requirement set forth by Landlord. At any time and upon reasonable prior

notice to Tenant, Landlord reserves the right to promulgate and enforce additional rules and regulations with respect to Tenant's use and occupancy of the Premises. However, Landlord shall not promulgate any rules or regulations which would prohibit Tenant's Medical Marihuana Uses indicated in Paragraph 3(a) above.

4. **RENT**

(a) Base Rent. Tenant shall pay to Landlord as base or fixed rent (the "Base Rent"), in U.S. legal tender, at the following address: Kradjian Properties, 84 Court Street, Suite 600, Binghamton, New York 13901-3316, or as otherwise directed from time to time by Landlord's written notice, the following amounts (including Rental Option after year 5):

| YEARS | RENT PER SQUARE FOOT | ANNUAL RENT | MONTHLY RENT |
|---|---|---|---|
| 1-5 | $19.00 | $38,000.00 | 3,166.67 |
| 6-10* | $20.90 | $41,800.00 | $3,483.33 |
| 11-15* | $22.99 | $45,980.00 | $3,831.67 |

- Denotes optional rent periods

The Base Rent shall be paid in equal monthly installments as shown above. The first installment of Base Rent shall be paid on the first day of the month following the Date Tenant receives Tenant's Approvals ("Rent Commencement Date") and, thereafter, each installment of Base Rent shall be paid promptly on the first day of every remaining calendar month of the Lease Term, and pro rata, in advance, for any partial month, without demand, the same being hereby waived, and without any set-off or deduction whatsoever except as otherwise expressly provided in this Lease. The monthly payment shall be pro-rated for any partial month during the Lease Term. Any payment required to be made by Tenant under the provisions of this Lease not made by Tenant when and as due shall thereupon be deemed to be due and payable by Tenant to Landlord on demand with interest thereon at the rate of ten percent (10%) per annum computed from the date when the particular amount became due to the date of payment thereof to Landlord. In addition, subject to the terms of Section 17 of this Lease, if Tenant fails to timely pay any installment of Base Rent or Additional Rent (as hereinafter defined), a late charge will be due and owing at the rate prescribed in Section 17 of this Lease upon any Base Rent and/or Additional Rent (defined below) not paid by the tenth (10th) business day after the date on which such Rent is due.

(b) Costs and Expenses Deemed Rent. All costs and expenses which Tenant agrees to pay to Landlord pursuant to this Lease shall be deemed additional rent ("Additional Rent") and, in the event of non-payment thereof, Landlord shall have all the rights and remedies herein provided for in case of non-payment of Rent (below defined). Included as Additional Rent are: (i) the CAM Fee set forth in Sections 4(c)(i) and 4(c)(ii) below; (ii) payment of taxes set forth in Sections 4(c)(iii) below; and (iii) payment of insurance set forth in Section 4(c)(iv) below

(c) Common Areas and facilities (hereinafter " Common Area") furnished by Landlord shall include parking areas, access driveways, walks, dumpsters, roof and such other areas and facilities as may be furnished by Landlord and designated for the benefit of the Tenants and its patrons, all of which areas and facilities shall be subject to exclusive control and management by Landlord. Landlord shall have the right from time to time to establish, modify and enforce all reasonable rules and regulations in respect to such areas and facilities and use thereof.

(i) All such areas and facilities shall be operated and maintained by the Landlord in manner deemed reasonable and appropriate by Landlord for the best interest of Tenants. Tenant shall pay to Landlord as additional rent a portion (as determined pursuant to paragraph (ii) hereof) of each year's operating cost of the Common Area, which said operating cost shall include but not be limited to, the cost incurred for gardening and landscaping; realignment, repair of pavement, or striping of the parking areas; charges incurred contesting the assessment of the property, building façade repairs; rental of signs and appropriate equipment; common area lighting; sanitary control; removal of ice; snow; depreciation of machinery and equipment used in maintenance; repair and/ or replacement of on-site water lines, sanitary sewer lines and storm water lines serving the tenant's demised premises; and the cost of personnel to administrate, maintain, supervise, implement policing and regulating traffic in such areas.

(ii) Tenant agrees that this is a single occupancy:

1.c.ii.1. Each calendar year (January-December inclusive) within the term of this Lease shall be deemed a maintenance year.

1.c.ii.2. The Tenant shall pay to the Landlord the Common Area Maintenance charges.

1.c.ii.3. Tenant shall pay the amount so determined as monthly additional rent base upon estimates created by the Landlord beginning on the commencement of each calendar year. Said estimates may be audited by Tenant upon written request. If said estimates do not fall within 5% of total charges, then Landlord shall reimburse Tenant for audit expenses.

1.c.ii.4. Within ninety (90) days after the end of each applicable calendar year, Landlord shall furnish to Tenant itemized statements certified by an authorized agent of Landlord setting forth the real estate taxes and common area charges, and all other additional rent, for the most recently completed calendar year and Tenant's payments, if any (such a statement is referred to herein individually as a "Reconciliation Statement" and collectively as "Reconciliation Statements"). Such Reconciliation Statement shall include any receipted tax bills for the relevant calendar year and such supporting documentation as to common area charges and taxes and other additional rent as Tenant shall reasonably require. If the Reconciliation Statement shows that Tenant has made an overpayment of Tenant's proportionate share of real estate taxes and/or common area charges, Landlord shall credit such overpayment against the next installment of Rent then becoming due. If Tenant has made an underpayment of Tenant's Proportionate Share of real estate taxes and/or common area charges, then Tenant shall

reimburse Landlord for such underpayment within thirty (30) days of receipt of the Reconciliation Statement.

(iii) Tax. Tenant agrees to pay as its fixed annual contribution towards Landlord's taxes now estimated to be six and 50/100 dollars ($6.50) per square foot of the Demised Premises (the "tax payment") for the term of the Lease. The tax payment shall be payable in equal monthly installments (pro-rated for any partial month). Tenant shall pay the foregoing additional rental without offset or deduction together with minimum base rent.

(iv) Insurance. Tenant agrees to pay as its fixed annual contribution towards Landlord's insurance now estimated to be fifty cents ($0.50) per square foot of the Demised Premises (the "insurance payment") for the term of the Lease. The insurance payment shall be payable in equal monthly installments (pro-rated for any partial month). Tenant shall pay the foregoing additional rental without offset or deduction together with minimum base rent.

(d) Rent. The Base Rent together with the Additional Rent described in this Section 4 will be collectively referred to herein as Rent.

## 5. SERVICES

Except as otherwise provided, the following services shall be provided by Landlord at no additional cost to Tenant, except as otherwise specified in this Section 5 below:

(i) Site and Building Maintenance. Landlord shall maintain in good condition and repair the exterior of the Building, the Building's structural, mechanical and electrical systems, and all common areas of the Building (except for maintenance required within the Premises which shall be the responsibility of Tenant at its sole cost and expense), together with the Building grounds and utility delivery systems.

(ii) Snow Removal. Landlord shall cause snow to be removed from the parking areas and walkways adjacent to the Building.

(c) Interruptions in Service. It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord.

(f) Additional Work or Services. Notwithstanding any other provisions herein, should Tenant require any work or services other than those described above in this Section 5, Landlord may upon advance request by Tenant furnish such additional service and Tenant agrees to pay Landlord, within twenty (20) days after invoice from Landlord, such charges as may be agreed on but in no event less than Landlord's actual cost plus overhead plus any applicable taxes imposed for the additional services provided. Any such request shall require at least one business day's advance notification. Nothing in this Subsection 5(e) shall imply an obligation upon Landlord to furnish such additional services or a restriction against Tenant contracting with a third party, or third parties, for the provision of such services. In the event Tenant contracts with a third party for the provision of any additional work or services, Tenant shall pay the cost thereof directly to such third

party and no overhead, taxes or any other fee or charges shall be payable to Landlord in connection therewith.

(g) Excluded Services. Notwithstanding the foregoing, Tenant shall be responsible for supplying and paying directly for the costs of the following:

(i) All data and telecommunications services (including internet access and service and any connectivity provided in any Landlord buildings and/or common areas).

(ii) Removal, disposal and management of any trash, hazardous waste, and for all chemical and/or specially controlled or regulated waste (irrespective of whether such is hazardous or not) arising out of, generated or resulting from or otherwise released in connection with Tenant's use of and operations in the Premises.

(iii) All mail service and package delivery in and to the Building.

(iv) Maintenance and repair of any lights and lighting fixtures within the Premises.

(v) All cleaning and janitorial services necessary to keep the Premises in a clean, neat and orderly manner.

(vi) Office equipment and supplies such as computers, copiers, printers and fax machines.

(vii) Maintenance and repair of HVAC System.

(viii) Any windows located on the Premises.

(ix) Electrical and plumbing within the Premises.

(h) Discontinuance of Services. Notwithstanding the foregoing, Landlord may elect to cease to provide one or more of the services listed in this Section 5 to Tenant if Landlord has ceased to provide such service to a substantial portion of the Building and adjacent buildings, by delivering notice of the cancellation of such service no less than six (6) months prior to the effective date of such cancellation, provided that replacement service or services are at such time generally available to Tenant, or if Landlord is prohibited from providing such services to Tenant by law, regulation or requirement of a governmental entity having jurisdiction over the Premises by delivering notice of the cancellation to Tenant promptly upon notice to Landlord of such application of such law, regulation or requirement and in any event no less than twenty (20) days prior to the effective date of such cancellation.

(i) Charges for Services.

(i) The utilities and services including, without limitation, electricity, water, gas, telephone and sewer service, furnished to the Demised Premises shall be provided and paid for by the Tenant, commencing on the date Tenant takes possession of the Demised Premises. Tenant shall not discontinue utility service to the Demised Premises at any time during the term of this Lease. If a sprinkler system is on the premises, Tenant will promptly pay water charges for such system regardless of basis on which municipality or water authority charges for such service. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason. Tenant shall at all times operate the HVAC system and all utilities serving the Demised Premises so as to prevent any damage to the Demised Premises or the systems serving the Demised Premises.

## 6. INTENTIONALLY DELETED

## 7. INSURANCE

Tenant shall, at its expense, procure and maintain during the Lease Term the following insurance coverage which may be satisfied by any combination of primary and excess or umbrella liability insurance policies:

(a) Workers' Compensation. Insurance protecting Tenant from any and all claims under applicable Workers' Compensation statutes or any similar statutes or requirements.

(b) Employer's Liability. Employer's Liability coverage with a limit of liability not less than **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)**.

(c) Commercial General Liability. Commercial General Liability Insurance covering all claims of damages for all injuries, including death and all claims on account of property damage with a limit of liability not less than **THREE MILLION DOLLARS ($3,000,000.00)** per occurrence and **FIVE MILLION DOLLARS ($5,000,000.00)** aggregate, combined single limit for bodily injury ("BI") and property damage ("PD"). Such commercial general liability insurance shall include coverage of the contractual liability assumed in this Lease. Tenant shall have the right to insure and maintain the liability insurance coverages set forth in this paragraph 7(c) using any combination of primary and excess coverage and under blanket insurance policies covering other premises occupied by Tenant so long as such blanket policies comply as to terms and amounts with the insurance provisions set forth in this Lease; and Landlord shall be named as an additional insured on each such policy.

(d) All Risk Property Damage Insurance. All risk property damage insurance covering all personal property of Tenant at the Premises, including equipment, machinery, stock, supplies and leasehold improvements for the full replacement value of such property. It is understood and agreed that Landlord shall have absolutely no liability or responsibility for any damage or loss occurring to Tenant's personal property, unless such damage or loss is caused by or directly resulting from the gross negligence or willful misconduct of Landlord or its employees or agents.

(e) Requirements. The primary insurance required to be maintained hereunder shall be maintained under policies issued by insurers rated not less than A in Best's insurance reports or a comparable rating in an equivalent insurance report and which are licensed to do business in the State of New York and being of recognized responsibility. Tenant's policies shall:

(i) Name Landlord as additional insured on the commercial general and any excess liability policy required hereunder;

(ii) Use commercially reasonable efforts to provide for thirty (30) days' notice to Landlord prior to any amendment, change, modification, lapse or cancellation of coverage; and

(iii) Be written on an "occurrence" basis and as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry.

(f) Certificates. Tenant shall furnish Landlord with a certificate of insurance within ten (10) days before the Commencement Date showing the coverage required and thereafter such evidences of coverage shall be furnished by Tenant to Landlord not less than ten (10) days prior to the expiration date of each such policy.

(g) Third Parties. If Tenant contracts with any third party to perform any services or permits such a third party to conduct any activity of any kind at the Premises, Tenant shall direct such third party to maintain insurance in the types and amounts reasonably sufficient to protect Landlord and Tenant from any and all liabilities and damages. The amount of such insurance carried by any third party shall not limit Tenant's liability hereunder. Tenant shall be responsible for the consequences of any failure of any such third party to maintain such insurance, and Tenant shall indemnify, defend and hold Landlord harmless from each and every claim for liability for injuries to persons or damage to or loss of property occurring at the Premises due to any negligent acts or omissions by Tenant's contractors or agents, unless such injuries were caused by or directly resulting from the gross negligence or willful misconduct of Landlord or its employees or agents.

(h) No Limitations on Liability. The liability of Tenant and Landlord or any third parties relating to either Landlord or Tenant shall not be limited to the insurance required to be maintained as part of this Lease.

## 8. MUTUAL RELEASE AND WAIVER OF SUBROGATION

Landlord and Tenant hereby waive on behalf of themselves and their respective insurers, any claims that either actually may have against the other for loss or damage to their respective property resulting from perils covered by the standard form of all risk property damage insurance, including vandalism and malicious mischief coverage. It is understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either Landlord or Tenant and whether or not insurance is in force. If required by policy conditions, each party shall secure from its property insurer a waiver of subrogation endorsement to its policy, and deliver a copy of such endorsement to the other party to this Lease if requested.

## 9. HOLDING OVER

If Tenant fails to vacate the Premises (or any portion thereof) on the Expiration Date, then Tenant shall pay Landlord Base Rent at 125% of the monthly rate then in effect immediately prior to such holdover period as specified in Section 4 for the first thirty (30) days that Tenant remains in possession and thereafter the monthly rate shall be increased 150% of the monthly rate (as specified in Section 4) which was in effect prior to the first 30-day holdover period for the balance of the time that Tenant remains in possession. Tenant shall also indemnify and hold Landlord harmless from and against any and all cost, expense, damage, claim, loss or liability resulting from any delay or failure by Tenant in so surrendering the Premises, including any consequential damages (including, but not limited to, (i) any rent or other income foregone by Landlord from another tenant; (ii) any and all additional costs incurred by Landlord in preparing the Premises or any other space for use by another tenant or for Landlord's own use arising as a result of Tenant's retention of possession; and (iii) any damages, holdover rent charges or other amounts payable by or chargeable against Landlord as a direct or indirect result of Tenant's retention of possession) suffered by Landlord and any claims made by any succeeding occupant founded on such delay or failure. The provisions of this Section 9 do not exclude Landlord's rights of re-entry or any other right or remedy of Landlord hereunder.

## 10. ASSIGNMENT AND SUBLETTING

(a) Prohibition. Except as otherwise provided herein, this Lease may not be assigned or the Premises or any part thereof sublet or used or occupied by any third party, nor may Tenant otherwise transfer the Lease or any rights to use the Premises (this provision shall specifically exclude any transfers by operation of law, merger of Tenant with or into another entity, or transfers of the majority of any stock of any corporate Tenant or any majority partnership or limited liability company interests of any partnership Tenant) without the prior written consent of Landlord, which consent may not be unreasonably withheld. An assignment by Tenant of this Lease or a sublease of any portion of the Premises to a wholly-owned direct or indirect subsidiary of Tenant will require Landlord's consent but such consent will not be unreasonably withheld, conditioned or delayed. Any attempted transfer of this Lease in contravention hereof shall be null and void.

(b) Requirements. If Tenant desires to assign, sublease or otherwise transfer any right or interest in and to the Lease or the Premises, or any right to occupy the Premises, to any party, Tenant shall notify Landlord in writing of such proposed assignment, sublease or transfer. Such notice shall include a copy of the proposed written assignment, sublease or other agreement of transfer and such other information concerning the proposed assignment, sublease or transfer as Landlord may request. If Landlord grants its consent to such assignment, sublease or other transfer, Tenant shall promptly provide Landlord with a fully executed copy of the final assignment, sublease or other agreement of transfer.

(c) Additional Information. Tenant agrees to furnish Landlord upon demand at any time, such information and assurances as Landlord may reasonably request that neither Tenant, nor any previously permitted subtenant, has violated the provisions of this Section.

(d) Rights of Landlord Upon Subletting. If, with the consent of Landlord, the Premises or any part thereof shall be sublet or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the subtenant or other occupant, and apply the net amount collected to the Rent herein reserved. If, without the consent of Landlord, the Premises or any part thereof shall be sublet or occupied by anyone other than Tenant, Landlord may collect rent from the subtenant or other occupant, and apply the net amount collected to the Rent herein reserved, provided, however, that no such collection shall be deemed a waiver by Landlord of the requirement to obtain its consent to such sublease or other occupancy nor an acceptance by Landlord of such sublease or other occupancy. In neither of the foregoing circumstances shall Tenant be relieved from its obligations under the Lease or from further performance by Tenant of any covenants on the part of Tenant herein contained.

(e) Rights of Landlord Upon Assignment. If this Lease or any interest herein is validly assigned under this Section 10 to another party, such assignment shall not relieve Tenant from its obligations under the Lease or from further performance by Tenant of any covenants on the part of Tenant herein contained, and Tenant shall at all times remain directly and primarily responsible therefor, unless Landlord releases Tenant of Tenant's obligations herein. Said release may not be unreasonably withheld if Landlord provides Tenant written consent to assign Lease.

## 11. USE OF PREMISES

Landlord and Tenant agree to comply with the following provisions regarding the use of the Premises.

(a) Compliance with Law.

(i) Generally. Tenant shall comply in all material respects with the covenants, agreements, terms, provisions and conditions of this Lease and any mortgage on the Premises of which Tenant has actual knowledge and any applicable state or local law, ordinance or governmental regulation (including, without limitation, all environmental laws, rules, regulations or orders relating to the Premises). Tenant shall not make or permit to be made any use of the Premises or any part thereof that would reasonably be likely to be dangerous to life, limb, or property, or which would reasonably be likely to invalidate or increase the premium of any policy of insurance carried on the Building, the Premises or covering its operation. Notwithstanding any term or provision to the contrary herein, Tenant shall not be required to comply with any federal law which is applicable to and prohibits Tenant's Medical Marihuana Uses in the Premises and Tenant's non-compliance with federal law with respect to such Medical Marijuana Uses shall not be considered a breach or default of this Lease. Tenant shall not use or permit the Premises or any part thereof to be used in any manner, nor shall it permit anything to be brought into or kept therein which, in the reasonable judgment of Landlord, would in any way impair the character, reputation or appearance of the Premises as a high quality facility or which would materially impair or interfere with any of the services performed by Landlord for the Premises. Tenant agrees to change, reduce or stop any such use or install at its expense necessary equipment, safety devices, pollution control systems or other installations at any time during this Lease to comply with the foregoing upon the written request of Landlord. Tenant shall have the right, upon written notice to Landlord, to contest the application of any such legal or other requirement to Tenant or its operations at the Premises, provided that Tenant shall pursue such contest with due diligence and also provided that Tenant shall indemnify, defend and hold Landlord harmless from any costs, penalties, losses, liabilities or other damages incurred or suffered by Landlord arising from Tenant's violation or alleged violation of any of the requirements of this subsection 11(a).

(ii) Health, Safety and Environmental Issues. Tenant agrees to comply with all health, safety and environmental rules and regulations of Landlord of which written notice has been provided to Tenant and of any governmental entities and/or regulatory agencies having jurisdiction over the Premises. Tenant shall maintain reasonably detailed records relating to inventories of chemicals used and/or stored on or about the Premises and tracking records pertaining thereto.

(iii) Certification of Compliance. At the request of the Landlord, which shall in no event occur more than once in any calendar year, an officer of Tenant (in the case of a corporation) or such other person authorized to bind Tenant (in the case of another form of legal entity) shall certify in writing to Landlord that Tenant's operations, activities and occupancy of the Premises are in full compliance with all applicable federal (excepting only federal laws applicable to Medical Marihuana Uses), state and local laws, orders, regulations and ordinances. Any exceptions, deviations or non-compliance shall be identified in such certificate, together with a detailed description of Tenant's plan for remedying such non-compliance.

(b) Signs. Tenant shall have the right, at its sole expense, to install signs in and on the building, however, Tenant shall not display, inscribe, print, paint, maintain or affix on any place on the exterior of the Building nor on the land on or adjacent to which the Building is located, any sign, notice, legend, direction, figure, or advertisement display materials after first obtaining the written approval of Landlord, which shall not unreasonably be withheld. Signs located inside the Building shall be permitted to identify the location of the Premises. In addition to the foregoing, Landlord shall provide, at Landlord's cost and expense, a listing of Tenant's business name on the Building

directory, if any. All such signs must comply fully with all applicable laws, rules and regulations of any governmental authority. Tenant agrees that Landlord can place sign on the Pylon sign underneath Tenant either advertising Landlord's Highlands Commercial Development or Landlord's anchor tenant.

(c) Alterations.

(i) Prohibitions and Limitations on Same. Tenant shall not make any alterations, improvements, or additions of or to the Premises (collectively, "Alteration") without Landlord's advance written consent in each and every instance, which consent shall not be unreasonably withheld; provided, however, Tenant shall not require Landlord's consent to make de minimus alterations, such as painting or installing carpeting, or to make any other alterations not affecting any Building system or the structure of the Building that, on an individual project basis, do not cost in excess of **TWENTY FIVE THOUSAND DOLLARS ($25,000.00)**. Notwithstanding the foregoing, Tenant shall require Landlord's consent for any Alteration proposed by Tenant that calls for any modification to the foundation, structural or mechanical components (including the heating, ventilating, air conditioning, plumbing, electrical, fire protection, sprinkler and fire alarms systems including the fire walls and fire doors), and Landlord shall not unreasonably withhold its consent to such Alterations. Notwithstanding any other statement to the contrary in this Lease, with Landlord's prior written consent which will not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to make any Alterations required to comply with the requirements of title 5-A of article 33 of the Public Health Law of the State of New York or any other statute, law, rule, regulation, ordinance, or guidance, provided that any such Alterations do not impact modify or change the structural elements of the Building (including the foundation) or any mechanical systems serving the Building. Any Alteration in or to the fire protection systems, fire alarms, sprinkler systems and/or fire walls and fire doors shall expressly require the prior written consent and approval of any insurance company of Landlord (and may be given or withheld for any reason or no reason) and must be in full compliance with all rules and regulations of such company. In the event Tenant desires to make any Alteration that requires Landlord's consent hereunder, Tenant shall first submit to Landlord plans and specifications therefor for Landlord's review as part of Landlord's determination of whether to approve the Alteration pursuant to this subparagraph 11(c)(i). In addition, any contractor(s) which Tenant intends to engage in the making of any Alteration shall be subject to Landlord's prior approval which shall not be unreasonably withheld. Any contractor, agent and/or subcontractor hired by Tenant must maintain insurance at the levels, of the types, with the companies and subject to conditions reasonably required by Landlord, which insurance requirements shall be delivered in writing by Landlord to Tenant at the time of delivery of Landlord's consent, if such consent is delivered. Tenant shall indemnify, defend and hold Landlord harmless from each and every claim for liability for injuries to persons or damage to or loss of property occurring at the Premises due to negligent acts or omissions by Tenant or Tenant's contractors, subcontractors or agents.

(ii) Additional Requirements. Each Alteration must comply fully with all laws and be performed in a good and workmanlike manner. Landlord must be advised of any requests for permits or governmental applications made or filed by Tenant prior to such filings. Upon Tenant's request, and at Tenant's sole cost and expense, Landlord shall cooperate in connection with the securing of any such permits or the filing of any such governmental applications. Each and every Alteration, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall become Landlord's property (with the exception only of Tenant's movable

office furniture, trade fixtures, office and professional, manufacturing and process equipment) and shall remain upon the Premises at the expiration or earlier termination of this Lease without compensation to Tenant unless Landlord notifies Tenant in writing, at the time of Landlord's consent to the Alteration, that such Alteration must be removed upon the expiration or termination of the Lease. Tenant shall remove such Alteration as herein required upon such expiration or earlier termination, repair any damage caused by such removal and restore the Premises to the condition specified in Section 35 of this Lease. Notwithstanding anything to the contrary herein provided, Landlord and Tenant intend and agree that during the Lease Term any Alteration shall be treated as the property of Tenant for accounting and income tax purposes such that Tenant shall be entitled to deductions, if any, for depreciation or amortization of such Alterations, excluding, however, any Alteration funded by Landlord which shall be owned by and treated as the property of Landlord.

(d) Security. Tenant (subject to compliance with Section 11(c)) shall have the right to install a separate security system to accommodate Tenant's use of the Premises in strict compliance with any federal (unless such federal law conflicts with Tenant's Medical Marihuana Uses), state or local statute, law, regulation, ordinance, rule, order or guidance. Landlord shall cooperate with Tenant in accomplishing such installation, provided however, that Landlord shall not be required to accommodate such improvements or systems if they would materially interfere with such Landlord's conducting business at the Building or the Premises and further provided that Tenant shall be responsible for the entire cost of the design, installation and operation thereof and Landlord shall be provided access to the Premises at all times..

(e) Energy Conservation. Tenant shall comply with any applicable federal laws, rules, ordinances or administrative enactments on energy conservation, and shall cooperate with reasonable energy conservation programs voluntarily implemented by Landlord in the Building notice of which shall be provided to Tenant, to the extent that such programs do not materially and adversely affect Tenant's conduct of its business.

(f) Nuisance. Tenant shall not use, keep or permit the Premises to be occupied or used to cause an unreasonable nuisance or in a manner offensive or objectionable to Landlord and/or other occupants of the Building or adjacent facilities owned by Landlord by reason of noise, odors and/or vibrations, or interfere in any way with Landlord's business, nor shall any animals (except service animals) or birds be brought in or kept in or about the Premises.

## 12. REPAIRS

Tenant shall maintain the Premises in good condition (ordinary wear and tear and loss or damage due to a casualty not required to be restored by Tenant excepted) and shall, subject to the terms of Section 12 herein, repair any damage to the Premises occurring on or after the date hereof, other than any repairs which are the responsibility of Landlord hereunder, as expressly provided herein. Tenant shall be responsible for prompt maintenance and repair of all leasehold improvements within the Premises and Tenant's furniture and fixtures located within or about the Premises. In addition, Tenant shall be responsible for any maintenance and repair to the Premises required as a result of the negligent use or misuse of the Premises by Tenant or Tenant's employees, agents, contractors or invitees; provided that any such maintenance or repair required hereunder to be made by Tenant to the Premises shall be subject to the Landlord approval requirements applicable to alterations as provided in Section 11(d), and further provided that Landlord, as part of

such approval, may elect to perform such maintenance or repair itself, at Tenant's cost (to be paid as Additional Rent within twenty (20) days after receipt of an invoice therefor.

## 13. DESTRUCTION OF PREMISES

If the Building shall be damaged by fire or other casualty and such damage prevents Tenant from using the Premises in substantially the same manner as it was used prior to such casualty or damage, and such damage is not repaired by Landlord within ninety (90) days after the date of such fire or casualty (or, in the case of damage the repair of which reasonably requires more than ninety (90) days, if Landlord has not commenced such repair or is not proceeding with reasonable diligence under the circumstances to complete such required repairs) or if such damage cannot reasonably be repaired or restored within one hundred eighty (180) days after the date of such fire or casualty, Tenant or Landlord shall have the right to terminate this Lease by written notice to the other delivered not more than one hundred and twenty (120) days following the occurrence of the damage. If Landlord elects not to seek to repair such damage, but does not simultaneously elect to terminate the Lease, Landlord shall notify Tenant of its election not to repair within thirty (30) days after the date of such fire or casualty, and Tenant's right to terminate this Lease shall begin upon receipt of such notice from Landlord. In the event of any such termination, with respect to any portion of the Premises which was not damaged, Tenant shall be required to comply with all of the other requirements of this Lease relating to the termination, cancellation or expiration of this Lease, including without limitation the requirements of Section 35 relating to surrender of the Premises. From the date of the casualty until the effective date of such termination, the Rent shall be abated by multiplying the Rent then due by a fraction the numerator of which shall be the number of square feet of the Premises which is not usable and in fact is not used by Tenant and the denominator of which shall be the total number of square feet of the Premises. In the event, however, that such damage is due to the negligence or willful misconduct of the Tenant, Tenant's servants, employees, agents, visitors or licensees, there shall be no apportionment or abatement of Rent.

If the Building shall be damaged by fire or other casualty and neither Tenant nor Landlord elects to terminate this Lease, as provided above, Landlord, at its sole cost and expense, shall promptly repair or reconstruct the damage to the Building and Tenant, at its cost and expense, shall promptly repair or reconstruct any damage to Tenant's leasehold improvements, alterations or modifications to the Premises made after the Commencement Date. Until such time that the damage is substantially repaired, the Rent shall be abated by multiplying the Rent then due by a fraction the numerator of which shall be the number of square feet of the Premises which is not usable and in fact is not used by Tenant and the denominator of which shall be the total number of square feet of the Premises. In the event, however, that such damage is due to the gross negligence or willful misconduct of the Tenant, Tenant's servants, employees, agents, visitors or licensees, there shall be no apportionment or abatement of Rent.

## 14. CONDEMNATION

If the Premises or any part thereof shall be taken by any public or private authority through condemnation or eminent domain, Landlord shall immediately notify Tenant in writing. The entire amount of any condemnation award related to the value of the Premises shall be the property of and payable to Landlord. Nothing herein shall preclude Tenant from pursuing any claims it may have against the condemning authority based upon the value of its personal property taken or other costs incurred by Tenant (such as relocation costs) associated with such taking of the Premises.

If such taking reduces the square feet of the Premises by a material amount (whether by a single taking or a series of takings), Tenant or Landlord may terminate this Lease at any time by written notice to the other to be given within ninety (90) days after the effective date of the taking. As used herein, the term "material amount" means that the portion taken shall, in the reasonable opinion of either Landlord or Tenant, be so significant that the remaining portion of the Premises cannot be used in substantially the same manner by Tenant as was used prior to such taking. In the event of such termination by Tenant, with respect to any portion of the Premises which was not taken as part of the condemnation, Tenant shall be required to comply with all of the other requirements of this Lease relating to the termination, cancellation or expiration of this Lease, including without limitation the requirements of Section 35 relating to surrender of the Premises.

## 15. CERTAIN RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights:

(a) Exhibition. On reasonable prior notice to and at all times accompanied by Tenant, and at times which result in minimal business disruption to Tenant, to exhibit the Premises to prospective tenants and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Premises and to others having a legitimate interest during the Lease Term. In the event Landlord exercises its rights to access pursuant to this Section 15(b), Tenant shall accompany Landlord or its representatives at all times.

(b) Access for Repairs. At any time and without notice in the event of an emergency, and otherwise upon reasonable notice and at reasonable times, to enter and/or to cause its representatives to enter onto the Premises to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises, the Building or the land on which the Building is located, or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Premises, the Building or the land on which the Building is located, or in order to comply with all laws, orders and requirements of governmental or other authority. In the event Landlord exercises its rights to access pursuant to this Section 15(c), Tenant shall accompany Landlord or its representatives at all times, except in case of emergency. If Landlord requires access in the event of an emergency, Landlord acknowledges that Premises will be alarmed.

(c) Other Access. At any time and without notice (and without accompaniment) in the event of an emergency, and otherwise upon reasonable notice and at reasonable times while accompanied by Tenant at all times, to enter onto the Premises to inspect or repair any portions of the Premises which are used by Landlord in connection with the continuing operation of its business. If Landlord requires access in the event of an emergency, Landlord understands that Premises will be alarmed.

(d) Landlord Acknowledgement. Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossess proceedings or that the Lease is due to expire, at least thirty (30) days prior to the date on which Landlord intends to

exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the Lease.

**16. LANDLORD'S REMEDIES**

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of any material violation or attempted material violation of any of the covenants, agreements or conditions of this Lease, subject to any applicable written notice and opportunity to cure and further provided that the nature of the material violation is one that could reasonably be expected to endanger the health or safety of the Building occupants or occupants of any adjoining buildings.

(a) Bankruptcy; Re-organization. If Tenant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, (ii) admit in writing its inability to pay its debts as they come due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law other than the federal Bankruptcy Code, or (v) file an answer admitting the material allegations of a petition filed against Tenant in any reorganization or insolvency proceeding, other than a proceeding commenced pursuant to the federal Bankruptcy Code, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, except for a bankruptcy court or a federal court sitting as a bankruptcy court, adjudicating Tenant insolvent or approving a petition seeking reorganization of Tenant or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, and Tenant is unable to restore its financial position, stay any bankruptcy proceeding or cure any of the aforementioned events of default within sixty (60) days after such occurrence, then, in any such event and upon the passage of sixty (60) days thereafter, Landlord may give to Tenant a written notice of intention to end the Lease Term specifying a day not earlier than ten (10) days thereafter, and upon the giving of such notice the Lease Term and all right, title and interest of Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the Lease Term.

(b) Default in Tenant Obligations. If Tenant defaults in the payment of Rent and such default continues for fifteen (15) days after written notice, or, except as otherwise provided in this Section 16 hereof, defaults in the prompt and full performance of any other provision of this Lease and such default continues for thirty (30) days after written notice, or if such default cannot be cured within thirty (30) days, Tenant does not commence to cure such default within thirty (30) days and diligently pursue the same to completion thereafter, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law and such levy or attachment is not removed or bonded within thirty (30) days thereafter, or if Tenant ceases to pay Rent hereunder for a period in excess of thirty (30) days, then and in any such event Landlord may, at its election, either terminate the Lease and Tenant's right to possession of the Premises, or without terminating this Lease, endeavor to relet the Premises. Nothing herein shall be construed so as to relieve Tenant of any obligation, including the payment of Rent, as provided in this Lease, provided that if Landlord relets all or any portion of the Premises, all rent and additional rent collected by Landlord pursuant to such reletting shall be applied against any ongoing obligation of Tenant hereunder for the payment of Rent.

(c) Surrender of Possession; Landlord's Right to Re-Enter. Upon any valid termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, all in the manner that the Premises is to be surrendered as provided in Section 35 hereof, and hereby grants to Landlord full and free license to enter into and upon the Premises to repossess Tenant of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be reasonably necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law, except as otherwise expressly provided herein. Any costs incurred by Landlord in connection with Landlord's re-entry into the Premises, Landlord's removal of Tenant's property therefrom, and Landlord's performance of any obligations of Tenant under Section 35 hereof in connection with such re-entry, shall be payable by Tenant to Landlord as Additional Rent hereunder. Landlord recognizes that its right of reentry shall be subject to the acknowledgement found in Section 15(d) herein.

(d) Damages and Acceleration. If Landlord elects to terminate this Lease for any of the reasons specified in this Section 16 of the Lease, it being understood that Landlord may elect to terminate the Lease after and notwithstanding its election to terminate Tenant's right to possession as in Section 16(b) Landlord shall forthwith upon such termination be entitled to recover as damages and not as a penalty, an amount equal to the then present value of the Rent provided in this Lease for the residue of the stated Lease Term, less the present value of the fair rental value of the Premises for the residue of the stated Lease Term. The discount rate used to calculate present value shall be five percent (5%).

(e) Landlord's Right to Perform Tenant's Obligations. Tenant agrees that if it shall at any time fail to make any material payment to a third party other than Landlord or its designee or fail materially to perform any other act on its part to be made or performed under this Lease beyond any applicable notice and cure period, Landlord may, but shall not be obligated to, and after reasonable written notice or demand and without waiving, or releasing Tenant from, any obligation under this Lease, make such payment or perform such other act to the extent Landlord may deem desirable, and in connection therewith, Landlord may pay expenses and employ counsel.

(f) Remedies for Legal Action. If legal action is required to enforce performance by Tenant of any condition, obligation or requirement hereunder, the costs of such action including reasonable attorneys' fees will be paid solely by the party not prevailing in such action. All sums so paid by Landlord and all expenses incurred by Landlord in connection therewith (provided that Landlord is the prevailing party in any such legal action), together with interest thereon at the maximum rate permitted by law from the date of payment, shall be deemed Additional Rent hereunder and payable at the time of any installment of Rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other Additional Rent, as in the case of default in the payment of Rent. In addition, if Tenant is in default beyond any reasonable cure period Tenant shall be responsible for the cost of reletting the Premises including but not limited to brokerage fees, refurbishment and advertising costs.

(g) Tenant's Personal Property. Any and all property to which Tenant is or may be entitled which may be removed from the Premises by Landlord pursuant to the authority of the Lease or of applicable law upon termination of the Lease or upon default by Tenant after any applicable notice and cure period, may be handled, removed or stored by Landlord at the risk, cost

and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Lease Term or of Tenant's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

## 17. LATE CHARGE

In the event Tenant fails on two separate occasions in any one calendar year during the Term to pay any installment of Base Rent or Additional Rent on the day when due and payable, then during the balance of the Term and with respect to any subsequent installment of Rent not received by Landlord by the tenth (10th) business day after the due date, a late charge will be due and owing in an amount equal to five percent (5%) of the then unpaid monthly Base Rent or Additional Rent. Such late charge shall be billed by Landlord to Tenant with the Rent for the calendar month next following and shall be paid by Tenant together with the Rent due for such month.

## 18. SUBORDINATION OF LEASE

The rights of Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Premises, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations and replacements thereof. This Section 18 is self-operative and no further instrument of subordination is required. In confirmation of such subordination, however, Tenant shall promptly execute such further instruments as may be reasonably requested by Landlord, provided that no such document increases, in any material respect, Tenant's monetary obligations or liability under the Lease or decreases, in any material respect, Tenant's rights under the Lease. Tenant, at the option of any mortgagee, agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof.

## 19. ENVIRONMENTAL RESPONSIBILITIES

(a) Indemnification. To the extent that any violation of applicable Environmental Law (as hereinafter defined) or the environmental condition requiring remediation under such law arose out of Tenant's use of or operation at the Premises occurring after the Commencement Date, Tenant shall indemnify, defend and hold Landlord, its affiliates, and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns harmless from and against any claims, losses, liabilities, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, removal costs, remediation costs, closure costs, fines, penalties and expenses of investigations and ongoing remediation) arising from (i) any violation or alleged violation of applicable Environmental Law, including, without limitation, any operations, actions or omissions by Tenant which would cause the Building or the site in which the Building or the Premises is located as a whole (or any part thereof) to be out of compliance with any such Environmental Law, or (ii) any requirement to remediate under applicable Environmental Law

(arising during the Lease Term or thereafter) any environmental condition to the extent arising out of Tenant's use of or operations at the Premises imposed or required by either a governmental authority having appropriate jurisdiction thereof, including without limitation those requirements imposed under CERCLA or by a third party.

(b) Reporting Requirements. Tenant agrees to promptly report to Landlord (and, as required by law, to any regulatory agency) any release at the Premises by Tenant at the time Tenant first becomes aware thereof of any hazardous substance as defined in or required to be reported under any federal, state and local laws, including, but not limited to, CERCLA and any other release which is required to be reported under Landlord's written protocol for the reporting of such releases at the Building or the site within which the Premises is located, as such written protocol is modified from time to time and which protocol has been delivered to Tenant. In addition, Tenant shall provide Landlord, with copies of any and all material correspondence between Tenant and any environmental regulatory agencies of any federal, state or local governmental authorities relating to a violation or alleged violation of applicable Environmental Law. Tenant shall not perform any environmental testing or remediation at or of the Premises without obtaining Landlord's prior written consent, which Landlord may not unreasonably withhold; provided, however, that nothing herein shall prevent Tenant from complying with applicable law or requirements of any governmental agency. Tenant shall provide Landlord with a complete copy of the results of any such tests and any reports analyzing such results. Notwithstanding any other provision in this Lease, Tenant shall have the right to possess reasonable amounts of a substance which may otherwise be defined as hazardous in the event such substance is used for rodent or pest control, provided that all such possession, use, storage and disposal of same must be in full compliance with all applicable Laws.

(c) Survival. The provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

(d) Environmental Law Defined. "Environmental Law" means any Law concerning the protection of human health as it relates to Hazardous Substances exposure, the environment, worker safety as it relates to Hazardous Substance exposure, or the use, storage, recycling, treatment, generation, transportation, arrangement for transportation, processing, handling, labeling, management, release or disposal of any Hazardous Substance.

(e) Hazardous Substance Defined. "Hazardous Substance" means any substance that is listed, defined, designated or classified as hazardous, toxic or otherwise harmful or as a pollutant or contaminant under applicable Environmental Laws including petroleum products and byproducts, asbestos-containing material, polychlorinated biphenyls and radon.

(f) Law Defined. "Law" means any law, statute, ordinance, rule, regulation, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a government entity or self-regulatory organization.

## 20. INTENTIONALLY DELETED

## 21. LANDLORD'S ACCESS AND ASSESSMENT RIGHTS

(a) Landlord's Right of Access for Health, Safety and Environmental Compliance. Landlord shall have the right to enter on the Premises and any part thereof, after reasonable notice

and at reasonable times and at all times (except in emergencies) accompanied by Tenant or its agents, employees, directors, officers, or servants, to engage in any activities reasonably required by Landlord to ensure the compliance of the Premises with applicable health, safety and/or environmental laws, regulations, licenses and permits and any State or Federal order or agreement entered into by Landlord relating to the Premises, including the performance of any such activities required to be performed by Tenant hereunder or under applicable laws or regulations. Landlord shall use all reasonable efforts to minimize any disruption to Tenant's business. In the event of a release or other health, safety or environmental emergency at the Premises, Landlord shall have the right to enter the Premises for purposes of responding to such release or emergency without giving Tenant notice in advance. If Landlord is required by law, regulation, ordinance or any order of any governmental authority to grant to any federal, state or local government, or agency thereof, access to the Premises, then such government or governmental agency shall have such right of access, accompanied at all times (except in emergencies) by Tenant or its agents, employees, directors, officers, or servants, notwithstanding anything to the contrary in the Lease, and the exercise of such access right shall not constitute a breach of this Lease or an eviction from the Premises.

(b) Landlord's Rights to Perform Health, Safety and Environmental Assessments of the Premises. Landlord, acting through its employees, agents or contractors, shall have the right to enter upon the Premises for the purpose of conducting a health, safety and environmental assessment of all or any part thereof, provided Landlord is accompanied at all times (except in emergencies) by Tenant or its agents, employees, directors, officers, or servants. To the extent Landlord in its sole discretion does not claim an enforceable attorney-client privilege for any reports of such assessment, copies of any reports prepared by Landlord summarizing the results of such assessment shall be made available to Tenant. Tenant shall notify Landlord reasonably in advance of any scheduled or unscheduled visit to or inspection of the Premises or any other portion thereof by representatives of any federal, state or local regulatory agency, and Tenant and Landlord shall supply to each other copies of any correspondence which either may have with any such regulators relating to noncompliance or subsurface contamination issues at the Premises. Landlord shall have no liability to Tenant, its employees, agents or any other party, associated with Landlord's performance of any assessment conducted by or on behalf of Landlord as contemplated herein, except for any gross negligence or willful misconduct of Landlord or Landlord's agents or contractors and neither shall Landlord have any responsibility to actually conduct an assessment at any time during the Lease Term, and Landlord shall have no liability to Tenant, its employees, agents or any other party for the failure of Landlord to conduct any such assessment.

(c) Inspection of Premises. Landlord and its authorized representatives shall have the right, at any time and without notice in the event of an emergency, and otherwise upon reasonable notice and at reasonable times, to enter and/or to cause its representatives to enter onto the Premises or any part thereof, to engage in any activities deemed reasonably necessary by Landlord including, but not limited to, inspections, measurements, repairs, alterations, additions and improvements to the Premises, as may be necessary or desirable for the safety, protection or preservation of the Premises or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the Premises or in order to comply with all laws, orders and requirements of governmental or other authority. Landlord shall attempt to minimize any disruption to Tenant's business. The exercise of the access rights granted to Landlord and its representatives hereunder shall not constitute a breach of this Lease or an eviction from the Premises.

## 22. NOTICES AND CONSENTS

All notices, demands, requests, consents or approvals (collectively, "Notice") which may or are required to be given by either party to the other shall be in writing and shall be deemed given if by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the third business day following such mailing, if delivered by a national courier service on the next business day following such mailing, any such Notice mailed or delivered to the following:

if to Tenant:

Great Lakes Medicinals LLC
7 Woodfield Drive
Webster, New York 14580
Attention: General Counsel

if to Landlord:

Kradjian Properties
84 Court Street
Suite 600
Binghamton, New York 13901-3316

The parties may by written notice to the other designate a different person or entity to receive notices hereunder and/or a different address or addresses. If the term Tenant as used in this Lease refers to more than one person any Notice given as aforesaid to any one of such persons shall be deemed to have been duly given to Tenant.

## 23. LOCKS AND KEYS

Upon notice to and consent from Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), Tenant shall be permitted to attach or install any lock or similar device to any exterior door or window at the Premises or in the Building, in order to remain in compliance with any statutes, laws, rules, or regulations applicable to Tenant's Permitted Use referenced in Section 3 herein. No additional locks or similar devices shall be attached to any exterior door or window at the Premises or in the Building without Landlord's prior written consent and no keys for any exterior door other than those provided by Landlord shall be made. If more than two keys for one lock are desired, Landlord will provide same upon payment by Tenant. All keys must be returned to Landlord at the expiration or termination of this Lease.

## 24. INVALIDITY OF PARTICULAR PROVISIONS

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future federal (excepting only federal laws applicable to Medical Marihuana Uses), state or local law or any rule or regulation of any federal (excepting only federal laws applicable to Medical Marihuana Uses),state or local governmental body or entity, effective during the Lease Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such invalidity is essential to the rights of either party in which event a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and the

remainder of this Lease and the application of such provision shall not be affected by such invalidity or unenforceability.

## 25. CONFIDENTIALITY

In the course of performance under this Lease, either party or its employees may receive information from the other party which is identified by the disclosing party as confidential, is prominently marked as confidential or which the receiving party otherwise knows or has reason to know is confidential information of the disclosing party. The receiving party shall take all reasonable steps to safeguard such confidential information and shall not disclose it to others except with the written consent of the disclosing party or to the extent that such disclosure is required by law, in which case the receiving party shall first notify the disclosing party of the legal requirement so that the disclosing party may seek to take action to challenge the application of such legal requirement.

## 26. MISCELLANEOUS TAXES

Tenant shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Premises, or upon the fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises other than those furnished and paid for by Landlord, if nonpayment thereof shall give rise to a lien on the real estate, and when possible Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment and other personal property, or upon Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall pay to Landlord its share of such taxes within twenty (20) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy or fixtures, furnishings, equipment or personal property. Landlord shall pay any and all real estate taxes assessed and levied against the Premises, in each case prior to the respective delinquency dated thereof. If such taxes may be paid in installments, Landlord shall have the right to do so.

## 27. BROKERAGE

Except for Caliber Commercial Brokerage, LLC and Pyramid Brokerage ("Broker"), Tenant and Landlord represent and warrant that they have dealt with no other broker, agent or other real estate sales person in connection with this Lease and that no other broker, agent or such other person brought about this transaction. Tenant and Landlord agree to indemnify and hold each other harmless from and against any claims by any other broker, agent or other real estate sales person claiming a commission or other form of compensation by virtue of this Lease or of having dealt with Tenant or Landlord with regard to this leasing transaction and should a claim for such commission or other compensation be made it shall be promptly paid or bonded by the party who has dealt with the person or entity making such claim. The provisions of this Section 27 shall survive the termination of this Lease. Landlord shall pay the Broker pursuant to the terms of a separate agreement.

## 28. FORCE MAJEURE

Except as to the payment of Rent or other monies due under this Lease, neither party shall be responsible for delays or inability to perform its obligations hereunder for causes beyond the reasonable control of such party including acts of other tenants, governmental restriction, regulation or control, labor dispute, accident, mechanical breakdown, shortages or inability to obtain labor, fuel, steam, water, electricity or materials, acts of God, enemy action, civil commotion, or fire or other casualty which are beyond the reasonable control of such party.

## 29. PARKING

Tenant and its employees, invitees, and guests may use, in common with, and on a basis and in a manner consistent with the use by such other tenants and occupants of the Building parking spaces in assigned parking immediately adjacent to the Building. The parking areas described herein are shown on **EXHIBIT B** attached hereto and made a part hereof. Any use of the parking areas shall be in strict compliance with all reasonable rules and regulations of Landlord, provided that such rules are consistently applied to Tenant and other occupants of the Building.

## 30. INDEMNIFICATION

Subject to the provisions of Section 19, which shall control to the extent applicable:

(a) By Tenant. Except to the extent caused by the gross negligence or willful misconduct of Landlord or to the extent of the claims otherwise waived by Landlord in Section 8 hereof, Tenant covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord, its affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns relating to, resulting from or arising out of (i) any act or omission by Tenant or its employees, contractors, subcontractors, agents or guests, (ii) any breach or default by Tenant in performance or observance of its representations, warranties, covenants or obligations under this Lease, and (iii) Tenant's possession, operation, maintenance, repair of the Premises or the failure of Tenant to operate, maintain or repair the Premises, in each case to the extent required hereunder.

(b) By Landlord. Except to the extent caused by the gross negligence or willful misconduct of Tenant and except to the extent of the claims otherwise waived by Tenant in Section 8 hereof, and except as otherwise set forth in Section 5 hereof, Landlord covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Tenant from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Tenant, its affiliates and, if applicable, their respective directors, officers, shareholders, partners, attorneys, accountants, agents and employees and their heirs, successors and assigns relating to, resulting from or arising out of (i) any breach or default by Landlord in

performance or observance of its representations, warranties, covenants or obligations under this Lease, (ii) any act or omission by Landlord or its employees, contractors, subcontractors, agents or guests, or (iii) Landlord's maintenance and repair of the Premises or the failure of Landlord to maintain or repair the Premises, in each case to the extent required hereunder.

(c) Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THE TERMS OF OR AS A RESULT OF THE VIOLATION OF THIS LEASE, INCLUDING WITHOUT LIMITATION A VIOLATION BY LANDLORD OF ITS DUTIES WITH RESPECT TO THE PERFORMANCE OF SERVICES PURSUANT TO SECTION 5 HEREOF, FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

**31. SPECIAL STIPULATIONS**

(a) No Extension. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises shall reinstate, continue or extend the Lease Term or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) No Waiver. No waiver of any default of Tenant or of Landlord hereunder shall be implied from any omission by Landlord or Tenant, as the case may be, to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

(c) Landlord. The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question, and in the event of any transfer or transfers of such interest, Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer from any or all damages, claims or liabilities arising from actions or events occurring after the date of such transfer. Notwithstanding anything to the contrary provided or implied elsewhere in this Lease, Tenant agrees that there shall be no personal liability on the part of Landlord arising out of any default by Landlord under this Lease, and that Tenant (and any person claiming by, through or under Tenant) shall look solely to the equity interest of Landlord in and to the Building for the enforcement and satisfaction of any defaults by Landlord hereunder, and that Tenant shall not enforce any judgment or other judicial decree requiring the payment of money by Landlord against any other property or assets of Landlord, and at no time shall any other property or assets of Landlord, or of Landlord's principals, partners, members, shareholders, directors or officers, be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of Tenant's (or such person's) remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises; such exculpation of personal liability to be absolute and without any exception.

(d) Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters

whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and any emergency statutory or other statutory remedy.

(e) Waiver of Right of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being dispossessed or removed from the Premises because of default by Tenant pursuant to the covenants or agreements contained in this Lease.

(f) Review of Lease. The parties acknowledge that each party and its respective counsel have reviewed this Lease and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease or any amendment or exhibits hereto.

**32. QUIET ENJOYMENT**

Except as otherwise provided herein, so long as Tenant shall observe and perform the covenants and agreements binding on it hereunder and shall not be in default beyond any applicable grace period, Tenant shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord.

**33. ESTOPPEL CERTIFICATE**

Landlord and Tenant agree that from time to time upon not less than fifteen (15) days prior request of the other, to deliver to the party making the request a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modification), (b) the dates to which the Rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, the other party is not in default under any provision of this Lease, or if such were not to be the fact, then certifying such default of which the person making the certificate may have knowledge, it being understood that any such certificate so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, lender, mortgagee, or any assignee of any mortgage on the Premises or any party purchasing the assets of Landlord or Tenant, as the case may be, or acquiring the same by merger, succession or otherwise.

**34. SURVIVAL OF THE PARTIES' OBLIGATIONS**

Except with respect to the duties, responsibilities, obligations and indemnities described in Section 19 of this Lease, all obligations, indemnities, covenants, agreements and warranties (the "Responsibilities") of Tenant and Landlord hereunder to the extent that they require action prior to the termination or earlier cancellation of this Lease shall survive the expiration or earlier termination of this Lease, such that to the extent that Tenant or Landlord shall have failed to perform or comply with any of such Responsibilities prior to such expiration or earlier cancellation, such party's obligation to complete and perform such Responsibility arising prior to such expiration or cancellation date shall in no way be eliminated or affected by the occurrence of such expiration or cancellation. Section 19 of this Lease shall not be terminated or cancelled, and shall not expire with the remainder of this Lease, but the parties intend that the duties, responsibilities, obligations and indemnities contained in Section 19 shall continue to apply after such termination, cancellation

or expiration until all of such duties, responsibilities, obligations and indemnities have been fulfilled.

## 35. SURRENDER OF THE PREMISES

Upon the Expiration Date, Tenant shall surrender possession of the Premises to Landlord, broom clean and in the same condition and repair as existed on the Commencement Date, reasonable wear and tear and damage from fire or other casualty excepted. In addition, Tenant shall remove (i) all utility drops, wireways, piping and other similar infrastructure to the nearest main junction box or shut-off valve, to the extent that any of the foregoing is required to operate Tenant's equipment at the Premises or otherwise, in connection with the operation of Tenant's Business at the Premises, (ii) all tenant improvements to the Premises made by Tenant after the Commencement Date if so requested by Landlord at the time of Landlord's consent to such improvement, (iii) all of Tenant's equipment and machinery, and (iv) any other personal property owned by Tenant, from the Premises no later than the Expiration Date. In addition, upon such termination, cancellation or expiration of this Lease, Tenant shall be responsible for the costs of all decertification, closure and post-closure activities which may be required by law or applicable regulatory authority arising from Tenant's use of the Premises for the conduct of Tenant's business or Tenant's surrender of the Premises. If Tenant shall fail to comply with the requirements of this Section 35 regarding the removal from the Premises on the Expiration Date of those items referenced in clauses (i) through (iii) herein, Tenant shall be deemed to have failed to vacate the Premises and as a result shall be subject to the provisions of Section 9 hereof regarding "Holding Over".

## 36. AUTHORITY

Tenant and Landlord each warrant and represent that their respective representatives executing this Lease have full power and authority to execute this Lease on behalf of Tenant and Landlord, respectively, and that this Lease, once executed by the signatory of Tenant or Landlord, as the case may be, shall constitute a legal and binding obligation of that party and is fully enforceable in accordance with its terms.

## 37. MECHANIC'S LIENS

Tenant shall indemnify and save harmless Landlord against all loss, liability, costs, reasonable attorneys' fees, damages or interest charges as a result of any mechanic's lien or any other lien filed against the Premises as a result of any act or omission or as a result of any repairs, improvements, alterations or additions made by Tenant or its agents or employees. Tenant shall, within thirty (30) days of the filing of any such lien and notice given to Tenant, remove, pay or cancel such lien or secure the payment of any such lien or liens by bond or other acceptable security. Landlord, at its option, may, but shall not be required to, upon expiration of the thirty (30) day period, pay the lien or bond at its discretion without inquiring into the validity thereof, and Tenant shall forthwith reimburse Landlord for the total expense incurred by Landlord in discharging or bonding the lien as additional rent hereunder, together with interest at the maximum rate permitted by law.

**38. MISCELLANEOUS**

(a) Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

(b) Exhibits. **EXHIBIT A** and **EXHIBIT B** are attached hereto and are part of this Lease.

(c) Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its heirs, legal representatives, transferees, successors and assigns, and Tenant, its heirs, legal representatives, permitted transferees, successors and assigns. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or permit the use or occupancy of the Premises except in strict accordance with the provisions of this Lease.

(d) Capitalized Terms. All capitalized terms not defined in this Lease shall have the meaning assigned to them herein.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

(f) Landlord's Occupancy of Building. It is understood that Landlord may occupy portions of the Building in the conduct of Landlord's business. In such event, all references herein to other tenants of the Building shall be deemed to include Landlord as an occupant.

**39. SECURITY DEPOSIT.**

On or before the Commencement Date, Tenant will deposit with Landlord a sum in an amount of **THREE THOUSAND ONE HUNDRED SIXTY SIX DOLLARS AND 67 CENTS ($3,166.67)** as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which, Landlord may spend or become obligated to spend by reason of Tenant's default. If Tenant does not receive Tenant's Approvals, as defined in Section 2(b), then Landlord must return the security deposit, along with first month's rent, within ten (10) days of receiving notice from Tenant. If any portion of said deposit is to be used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from its general funds. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Premises. In the event the Building is sold, the security deposit will be transferred to the new owner.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed this Lease as of the day and year first above written.

**KRADJIAN PROPERTIES, LANDLORD**

**By:** _____

**Name:** BRIAN KRADJIAN

**Title** MANAGING PARTNER

**GREAT LAKES MEDICINALS LLC, TENANT**

**By:** _____

**Name:** Kurt B. Odenbach, Esq.

**Title** President & General Counsel

GREAT LAKES
MEDICINALS

# ATTACHMENT D

Operating Plan

# ATTACHMENT D—OPERATING PLAN



By virtue of a confidential contract with American Cannabis Company Inc. [hereafter "American Cannabis"] the applicant Great Lakes Medicinal [hereafter "Great Lakes"] possesses a confidential license to various American Cannabis trade secrets including without limitation Section D of Great Lakes' application that contains processes and devices in continuous use by American Cannabis in the operation of its business and scientific and non-scientific formulas patterns devices designs mechanical processes and compilations of information which has been confidentially developed and licensed to Great Lakes solely by American Cannabis as trade secrets. This information gives American Cannabis an advantage over competitors who do not know or use this information. Great Lakes is bound by confidentiality provisions to keep the information in Section D confidential, and hereby requests that the licensing authority in New York provide confidential treatment of the information in Section D, and to withhold any disclosure of this information, because the information is not known outside of this application. The information in Section D is only known to American Cannabis and Great Lakes, who are bound by confidentiality provisions in their contract. Further, American Cannabis has taken extreme measures to safeguard and maintain the information in Section D as proprietary trade secrets. These trade secrets have significant value to American Cannabis' business, who developed the information at great cost and expense.

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## Introduction

Great Lakes Medicinal's LLC (GLM) operating plan includes a detailed description of the manufacturing processes, transporting, distributing, sale and dispensing policies and/or procedures to be utilized in daily operations. The operating plan will describe daily processes and procedures for cultivation, manufacturing and dispensing activities. GLM will also utilize Standard Operating Procedures (SOP's), log sheets and other various training materials and content within daily operations.

## Statement of Proprietary Information

The information contained within this Attachment D is considered proprietary, trade secret information by Great Lakes Medicinals LLC and should be held confidential and exempt from the Freedom of Information Act (FOIL).

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## Regulated Medical Marijuana-Industry Consultants

Great Lakes medicinals LLC (GLM) has etained a regulated marijuana industry consulting firm, American Cannabis Company Inc. to help with our application process and into deployment of our operations within the State of New York. American Cannabis Company Inc. ("ACC") OTCQB: AMMJ is a fully reporting publicly traded entity and provides full service solutions to the regulated cannabis markets. ACC delivers a seed to bank solution suite encompassing all of the services and products required to establish successful regulated operations in emerging markets. www.americancannabiscompanyinc.com

**New Market Experience Overview**



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| | | |
|---|---|---|
| PLANNING | Connecticut Producer License | Secured 1 of 4 |
| | Massachusetts Vertical Integrated License | Secured 1 of 13 (Awarded) |
| | Minnesota Vertically Integrated License | Secured 1 of 2 |
| | Nevada Vertical Integrated License/Las Vegas | Secured 1 of 18 Clark County Dispensary)<br>1 of 1 (Nye County Disp.) |
| | Nevada Producer License/Reno | Secured 1 of 11 |
| | Colorado Industry License(s) | Secured 30 |

| | | |
|---|---|---|
| DESIGN | CT-Cultivation-1 total | Complete |
| | MA-Cultivation, processing and dispensary-3 total | Complete |
| | MN- Cultivation, processing and dispensary-5 total | Complete |
| | NV- Cultivation, processing and dispensary-6 total | Complete |
| | IL- Cultivation, processing and dispensary-6 total | Complete |
| | Canada (CAN) | Complete |

| | | |
|---|---|---|
| BUILD OUT | CO-Cultivation and dispensary-Multiple | Complete |
| | MA-Cultivation/processing and dispensary-2 total | In progress |
| | MN- Cultivation/processing Greenhouse | Complete |
| | NV- Cultivation, processing and dispensary-6 total | In progress |
| | | |

| | | |
|---|---|---|
| CULTIVATION | Canada | 50,000 sq. feet, 100% organic, eco certified |
| | Colorado | 40,000 sq. ft., mixed |
| | | |

Cannabis Industry Solutions

Our knowledgeable team identifies needs in the marketplace and develops next generation products to fill those needs. Our in-house products include:



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The Cultivation Cube™: The foundation for a complete, commercial-scale grow operation, the Cultivation Cube provides exceptional environmental control, speed-to-market, production, space efficiency, lean manufacturing and security.

SoHum Living Soil™: A 100% organic based growing medium, SoHum Soil prevents an improper balance of nutrients, improves plant immunity, and is more cost-effective than traditional soil and fertilizer growth methods. Designed to meet the needs of medicinal cultivation on a commercial scale.

The Satchel™: The Satchel is a pouch-like case for Cannabis and Cannabis-infused products that was designed to meet regulatory compliance with laws that require child-resistant exit packaging for licensed medicinal and recreational Cannabis businesses.

### Consultant Equipment & Supplies

From cultivation necessities to retail goods to ancillary products like office supplies and cleaning agents, ACC can address a business' needs quickly and cost-effectively. The products we carry are carefully selected by our professionals and represent best-in-class solutions for the developing commercial cannabis markets. We continue to strive to realize solutions that improve our Client's business operations.

American Cultivator Co. (www.americancultivatorco.com) is ACC's ecommerce group purchasing organization (GPO) platform. Membership in the GPO gives business' significant buying power with substantial savings over retail costs, and it concentrates all your needs into a single outlet saving time and money. Through this platform American Cannabis Company is proud to offer compliant, solution-based products and services to commercial Cannabis cultivation and retail businesses.



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## Regulatory Compliance

Great Lakes Medicinals ensure compliance with all State Laws and regulations. GLM shall make all books, records and manufacturing and dispensing facilities available to the Department or its authorized representatives for monitoring, on-site inspection, and audit purposes.

GLM will only manufacture and dispense approved medical marijuana products in New York State in accordance with required State laws and regulations. We will only manufacture and dispense approved medical marijuana products in an indoor, enclosed, secure facility located in New York State.

### Cultivation/Manufacturing

Great Lakes Medicinals will not grow marijuana or produce medical marijuana at any site other than a facility approved by the Department. GLM will only cultivate and produce medical marijuana and medical marijuana products at the cultivation/manufacturing facility.



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## Section 1 — Manufacturing *(1004.5(b) (4))*

GREAT LAKES
MEDICINALS



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## Additives

GLM does not intend to ever utilize any additives or additional active ingredients or materials that would alter the color, appearance, smell, taste, effect or weight of an approved medical marijuana product. If the need or desire ever arise to use said ingredients or materials, we will ensure to first obtain written approval from the Department.

## General Practices

GLM has employed Tierra Stonewall who has received GAP certification and who will be responsible for ensuring that all cultivation operations utilize Good Agricultural Practices. Good agricultural practices will be utilized at the cultivation facility for all cultivation techniques, methods, activities and processes. The cultivation techniques and methodology to be utilized within Great Lakes cultivation facility are explained in more detail in the Standard Operating Procedures (SOP's). The SOP's cover all cultivation activities and operations to occur within the facility including but not limited to propagation/cloning, vegetative and flowering growth stages, Integrated Pest Management (IPM), harvesting and post-harvesting, transportation and delivery, waste procedures, and emergency protocols.

## Sanitary Requirements

Great Lakes Medicinals will ensure that all production of any approved medical marijuana will be accordance with general sanitary conditions. This will be done through required procedure and policies that will be implemented at all GLM facilities. The cultivation/manufacturing facility will be cleaned and maintained on a daily basis to ensure sanitary working environment and conditions. GLM retail dispensaries will also be cleaned and maintained on a daily basis to ensure a clean and sanitary working environment and conditions. Below are some of the different cleaning activities that will be occurring daily at GLM various facilities. GLM facility cleaning procedures and protocols are explained in more detail within the SOP's.

## Forms and Routes of Administration

**Great Lakes Medicinals Forms:**

- Metered oil or liquid for vaporization
- Oil for sublinguals
- Oil for capsules for oral administration

Great Lakes Medicinals will only cultivate marijuana flower for extraction and infusion purposes and will not offer raw marijuana of any kind for sale to patients and/or caregivers. Raw flower of any kind will not be available for purchase. This includes but is not limited to flower, bud, shake, trim, sugar leaf, kief, etc.

GLM will not manufacture, produce, distribute, dispense or sell any edible products with marijuana incorporated in them without prior approval from the commissioner.



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GLM intends to offer each of the initial five (5) brands in the three (3) different forms described above; oil for sublingual administration from each of the five (5) initial brands, oil for capsules for oral administration from each of the five (5) initial brands, and oil for vaporization from each of the five (5) initial brands.

### Oil for Vaporization

The five (5) brands produced by GLM will be available for distribution to patients in the form of CO2 oil for vaporization. CO2 oil is used in vaporizing the medical marijuana opposed to smoking as vaporizing is less harmful to respiratory health of medical marijuana patients. CO2 liquid extracts are used in vaporizing medical marijuana. Different medicinal values and benefits will be obtained through different brands offered. The high CBD and low THC brand "CBD 20:1" will be very beneficial for patients looking for a high concentration of CBD oil to alleviate chronic pain. Smoking medical marijuana in any form is not a Department approved route of administration; the CO2 oils produced by GLM will be solely intended for vaporizing. Vaporizing is less harmful to respiratory health of medical marijuana patients as there is no combustion of materials and likely a reduced exposure to carcinogens.

### Oil for Sublingual Administration

The five (5) brands produced by GLM will also be made available as an oil for sublingual administration for the patients of New York. Sublinguals will be utilized by patients who do not want to vaporize the medical marijuana products, for patients who prefer sublingual administration and for patients with doctor instructions to use sublinguals as the primary route of administration. Sublingual are a way to orally ingest medical marijuana. A sublingual is meant for placement under the tongue of a patient for delivery of medication. Tinctures are another form of liquid edible marijuana. Tinctures will be consumed by placing the liquid tincture under the patients tongue, drinking the liquid tincture alone or mixing the tincture with tea or some other beverage.

### Oil for Capsules for Oral Administration

GLM will also make the initial five (5) brands available in capsules, pill-form for oral administration for patients. Capsules, or pill-form marijuana products for oral administration will be beneficial to patients that cannot or prefer to not vaporize marijuana or use sublingual marijuana products as a route of administration. Medical marijuana patients will ingest the capsules in order to receive the medicinal benefits of the medical marijuana product.

### Routes of Administration

Smoking is *NOT* a Department approved route of administration and GLM will not offer, distribute, dispense or sell raw marijuana flower of any kind including but not limited to raw flower, bud, shake, trim, sugar leaf, kief, etc. GLM shall only further process Department-approved brands into

**Department Approved Routes of Administration Include:**

- Oil for sublingual administration
- Oil for vaporization
- Oil in capsules for oral administration



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**Great Lakes Medicinals Routes of Administration:**

- Oil for vaporization
- Oil for sublingual administration
- Oil in capsules for oral administration

## Packaging and Labeling

Great Lakes Medicinals will package the final form of *ALL* medical marijuana products at the cultivation/manufacturing facility. ALL medical marijuana final products for retail distribution and sale to the patients of New York will be prepackaged at the manufacturing facility. GLM will seal every final medical marijuana product and ensure that said original seal will not be broken except for testing purposes performed by an approved laboratory, or broken by the Department in the case for adverse event investigations, or broken by the certified patient or designated caregiver.

All final medical marijuana products manufactured by GLM will be prepackaged at the manufacturing facility in child-resistant, tamper-proof/tamper-evident, light resistant, and re-sealable package that minimizes oxygen exposure. Packages utilized by GLM will be comparable to the packaging options seen below.

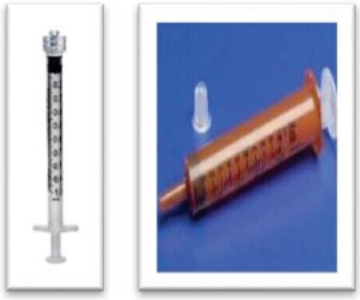
Child Resistant Packaging to be used for pill-form edibles *(capsules)*

**Source:** http://packaging.indiabizclub.com/products/child_resistant_closures_and_containers

Child Resistant Packaging to be used for oils *(for sublingual administration)*

**Source:** http://www.mmcdepot.com/amber-glass-tincture-bottles-dropper-1-dram.html

Metered Dosage Packaging to be used for oils *(vaporization administration)*



**Source:** http://www.marijuanapackaging.com/dispensary-supply/concentrate-containers.html

Upon packaging final medical marijuana products, GLM will seal every package in final form with a temper-evident heat seal to prevent unauthorized access and to help ensure said product is only opened by the intended recipient.



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| Tamper-Evident Packaging to be used for pill-form edibles *(capsules)* | Tamper-Evident Packaging to be used for oils *(for sublingual administration)* | Tamper-Evident Packaging to be used for oils *(for vaporization)* |
|---|---|---|
| | | |
| **Source:** http://www.servipak.com/tamperevidentser.htm | **Source:** http://www.totalpharmacysupply.com/browse.cfm/heat-shrink-seals-48-x-35-mm/4.3324.html | **Source:** http://www.marijuanapackaging.com/opaque-child-resistant-blunt-and-cone-tubes.html |

GLM will affix each approved medical marijuana product with a product label. Great Lakes will have all medical marijuana product labels approved by the Department prior to use. Each product label will be applied at the manufacturing facility and will be easily readable and firmly affixed and will include all State required language and information. Labeling developed by GLM can also be viewed in Attachment A of this application.

Below is an example of a product label developed by GLM for the Brand 1:1 Equal. All final medical marijuana products will have a similar, state-compliant labels created for said products.



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***Example of Product Label***

***Great Lakes Medicinals***

**Address:** 26 Corporate Woods, Brighton, NY 14623

**Brand:** *Equal 1:1*

***Date Packaged:*** *8/2/2015*

***Expiration:*** *1/2/2016*

**Registration #:** *TBD*

**Form:** *Oil for Sublingual Administration*

**Lot ID #:** *000002*

**Phone:** *TBD*

**Total Package Quantity:** *250mg (~25 doses)*

**Storage Requirements:** *store at cool temperature; in refrigerator for prolonged storage*

**Dosage Recommendations:** take one (1) metered dose eery 4-6 hours as needed to alieviate seizures. Single dose THC is 5 mg; Single dose CBD is 5 mg. **Administration:** Place 1-2 drops under tongue

***"Medical marihuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient";***

***"Keep secured at all times"; "May not be resold or transferred to another person"; "This product might impair the ability to drive";***

***"KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marihuana product is being given to the child under a practitioner's care");***

***"This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician."***

## Testing

Great Lakes Medicinals will ensure that a sample of each lot of medical marijuana products produced at the manufacturing facility will be sent to an independent DEA testing laboratory located in the State of New York. GLM will ensure compliance with all regulatory requirements pertaining to testing medical marijuana products produced at the registered manufacturing facility. GLM will also adhere to all applicable state and/or local laws and regulations pertaining to the transportation of medical marijuana products to approved testing laboratories.

### Testing Procedure

For each lot of medical marijuana products produced, GLM will submit a predetermined number of final medical marijuana products to an independent laboratory approved by the Department for all required testing. Said laboratory will certify that the medical marijuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marijuana product being released from Great Lakes manufacturing facility to any dispensing facility.



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If any lot does not meet the minimum standards or specifications for safety, the lot shall be rejected by the laboratory and destroyed by GLM. If any lot does not meet the minimum standards or specifications for brand consistency, the lot shall be rejected by the laboratory and destroyed by Great Lakes.

Great Lakes will keep and maintain all records documenting the submission of medical marijuana products to approved laboratories and the laboratory test results as required per *Section 1004.11*, Great Lakes will provide said test results and/or records to the Department upon request.

### Testing Stability

Great Lakes Medicinals will demonstrate the stability of each approved medical marijuana product produced through the testing procedure that will be implemented at GLM's manufacturing facility. Each of GLM's brands, in every form, will be tested by an independent DEA testing laboratory within the State of New York to demonstrate the stability of said products. All GLM medical marijuana products (all brands in all forms) will be tested for stability, and validity limits. GLM will request that the required stability, shelf-life and expiration date information will be supplied by the DEA testing laboratory that completes the required tests on medical marijuana products.

### Type of Laboratory

Great Lakes Medicinals will ensure that all medical marijuana products produced are examined by a DEA laboratory located in the State of New York. No board member, office, manager, owner, partner, member or the like will have an interest or voting rights in the laboratory performing medical marijuana testing. All final medical marijuana products manufactured by GLM will be tested in accordance with regulatory requirements. GLM will only utilize DEA laboratories within the State of New York for all medical marijuana products produced.

### Transportation to Testing Laboratory

GLM will ensure that all applicable laws and regulations are adhered to for the transportation of any medical marijuana product to a DEA testing facility within the State of New York. Below is a brief description of the transportation procedure to be implemented at GLM facilities. This procedure was explained in detail below and within Attachment A of this application.



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## Section 2 — Transport and Distribution *(1004.5(b) (4))*



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**Deviations from Transportation Plan**—the transporting agent shall immediately report all diversion due to loss or theft of marijuana or marijuana-infused products that occur while transporting to management and to all required authorities. The dispensary facility management shall ensure all such incidences are reported to the appropriate law enforcement agency and to the state licensing authorities as required per state regulations. Dispensary facility management shall maintain a log of all reports received pursuant to the regulations.



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# Section 3 — Dispensing and Sale *(1004.5(b) (4))*

GREAT LAKES
MEDICINALS

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## Great Lakes Medicinals Sales and Distribution Operations

The front-end retail operations are a critical business entity within the organization, which is essential for building and maintaining customer and patient relationships, which in turn will generate sales and profits for the organization. Customer service as well as knowledge of all applicable laws and regulations is vital to the success of the front end. A friendly and knowledgeable staff will drive sales and patient loyalty. Below is a description of Great Lakes Medicinals dispensing and sales processes.

### State of New York Licensed Pharmacist

Great Lakes Medicinals has retained Dr. Kaley Odenbach as the Director of Pharmaceuticals for our operations. Dr. Odenbach currently holds and active State of New York pharmacist license. At the onset of retail dispensary operations, GLM will ensure that all dispensing facilities are only open and operational when Dr. Kaley Odenbach is on site at the location and is directly supervising the activity within the facility as she is currently the only licensed pharmacists employed. At times that a State of New York licensed pharmacist, currently Dr. Odenbach, is not present at the dispensing facilities will remain closed and be properly secured. GLM intends on hiring additional State of New York licensed pharmacists from the local communities of Rochester, Syracuse, Buffalo and Binghamton for the retail dispensaries located in these areas. GLM will ensure that all of our licensed retail dispensaries will only be open and operational during the hours allowed per regulation and only remain open if there is a State of New York licensed pharmacist with an active license on the premises who will be responsible for directly supervising the activities within the facility. The dispensaries will remain closed and properly secured at all other times.

### Dispensing and Sales Operations

GLM will only dispense approved medical marijuana products from the four (4) retail dispensaries.

**Available Products**

GLM dispensaries will only sell approved medical marijuana products and related products necessary for the approved forms of administration of medical marijuana such as electronic vaporizers. The devices and vaporizers offered by GLM are described in more detail within Section 4—Devices of this attachment. GLM will receive prior written approval from the Department before offering any other items for sale.

**Pricing**

GLM will ensure Department approval for all pricing set for all final medical marijuana products produced and dispensed at our facilities. GLM will only charge a price for approved medical marijuana products that has been approved by the Department. We will ensure that we receive Department approval for pricing for each form made available. We will submit our proposed pricing to the Department for approval per *1004.15*.

**Patient Hardship**—Great Lakes Medicinals will also develop a Patient Hardship Program to help offset, reduce or eliminate the cost of medical marijuana products for patients who cannot afford the medication. This pricing plan will be submitted to the Department for approval prior to implementing the plan.



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GLM will coordinate with dispensary customers to provide financial assistance to qualified patients who are unable to afford medicinal marijuana. GLM will strive to ensure that financial issues do not prevent patients from seeking or receiving care. GLM will use the Federal Poverty Level as a guide to provide free or discounted medicine to individuals who meet the policy's criteria. GLM will rely upon the Census Bureau's definition of a family and family income when computing federal poverty level guidelines. If the patient's income and household falls within 300% of the published guidelines, the patient will be provided medicine at a reduced, or at no-cost according to the following conditions:

1. For those qualified patients who are between 0 to 300% of the federally recognized poverty level the price will be at a 30% reduction;
2. For those qualified patients who are at or below the federally recognized poverty level the price will be 50% to 100% reduced, depending on circumstance;
3. For hospice patients, veteran's home residents, and veterans, there shall be a reduced price, depending upon the financial circumstance.

Eligibility will be based upon a determination of financial needs in accordance with the policy. In order to receive financial hardship benefits, patients must fill out a required application. The application will include mandatory attachments that document proof of income. Applicant will have the option to submit all of the following documents: W-2, paycheck stubs, income tax return, forms from Medicaid or other state-funded medical assistance programs, or forms from employers or welfare agencies. Other circumstances that will be taken into consideration are bankruptcy settlements and catastrophic situations (death, disability in family, divorce). Applicants without the above mentioned proof must provide documentation that shows the patient is unable to pay their medical marijuana bills and still be able to pay for other basic necessities. It shall not take into account age, gender, race, social or immigrant status, sexual orientation, or religious affiliation. This application must be completed annually in order to be placed in the GLM financial hardship program. Any denial of the discount/no cost request will be documented as such, and instructions for reconsideration will be provided by GLM. All applicants and their records will be kept confidential. Dispensaries and their patients must cooperate with GLM procedures for obtaining financial assistance. GLM will request confirmation from participating dispensaries that the savings are being provided to the intended patients and only to the intended patients. Patients are expected to contribute to the cost of care based on their ability to pay. This policy assures access to medicine and protects the assets of financially needy patients. Individuals with the financial means to pay for medicine shall be urged to do so within the guidelines of federal law. GLM shall notify dispensaries of its financial assistance policy by posting notices on the company website and providing the information directly to them.



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GLM will provide cost and/or pricing data that is accurate and reliable and we will certify at the time of submission of our price proposal; that to the best of GLM's knowledge and belief, the cost or pricing data is accurate, complete, and current as of the date of submission.

GLM will grant the Department or the Department's authorized representatives the right to examine records that formed the basis for the proposed price, including GLM's books, records, documents and other types of factual information that will permit an adequate evaluation of the proposed price.

GLM will not distribute products or samples at no cost except as may be allowed by the Commissioner.

**Medical Marijuana Product(s) Consumption**

GLM will not allow the consumption of approved medical marijuana products of any kind at any of our facilities. No approved medical marijuana products will be vaporized or consumed on any of GLM dispensing facility premises.

GLM will also ensure that no food or beverages will be consumed by certified patients or designated caregivers on the premises of a dispensing facility, unless necessary for medical reasons, per 1004.12.

**Sales and Dispensing Procedure**

GLM will ensure that our dispensing facilities do not dispense approved medical marijuana products to anyone other than a certified patient or designated caregiver. GLM will ensure that when dispensing approved medical marijuana products, the dispensing facilities shall:

1. Not dispense an amount greater than a thirty (30) day supply to a certified patient, and not until the patient has exhausted all but a seven day supply provided pursuant to any previously dispensed medical marijuana product by any registered organization;
    a. Patient and/or caregiver purchases will be recorded and maintained through the use of the POS
2. Ensure that medical marijuana product packaging shall not be opened by dispensing facility staff;
3. Provide a patient specific log of medical marijuana products (brand, administration form, and dosage, and dates dispensed and any return of product) to the patient, the patient's designated caregiver, if applicable or the patient's practitioner upon request.

**Facility Access**

GLM will ensure that access to all facilities will be restricted and limited to only those authorized to enter. GLM will comply with all the regulations stated in 1004.12 pertaining to restricting access. GLM will ensure access to all facilities is restricted and limited to only GLM registered organization employees, certified patients and/or caregivers.

Upon prior written constant, the Department may waive the restricted access to licensed facilities which would allow GLM to grant access to the licensed facilities to visitors. All visitors at GLM facilities will be required to follow the visitor procedures.



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**Patient and/or Caregiver Intake—**Patients and caregivers wishing to patron any retail dispensing facility will need to have a valid state medical marijuana license. Before entry into the retail facility, team members will verify the validity of each patient's medical marijuana license through the state electronic verification system. After the verification process has been completed, the patient and/or caregiver will be allowed entry into the retail dispensing facility.

The retail facility manager will create and maintain a database within the POS system for inventory and tracking purposes. This will enable team members to adhere to all laws regarding the quantities of medical marijuana products patients and/or caregivers are allowed to have in a given time period.

**Electronic Verification—**Facility employees will verify each and every patient's and/or caregiver's medical marijuana license prior to entry into the retail dispensing center. The electronic verification process will need to be completed for every single patient and/or caregiver *EVERY* time they wish to patron the facility.

1) **Medical Marijuana License**—Accept patient and/or caregivers state-issued medical marijuana license
    a. Ensure the state-issued medical marijuana license is current (check expiration date on License)
2) **State-Issued ID**—Patients and/or caregivers must also have a current and valid State-issue ID (passport, Driver's License)
    a. Ensure that the state-issued ID is current (check expiration date on ID)
3) **Verification—**Verify the validity of the state-issued medical marijuana license
    a. Verify validity of the medical marijuana license through the state electronic verification system
4) **Access—**Allow or deny access to patient and/or caregiver
    a. Allow entry to retail dispensary if the patient and/or caregiver has a valid state-issued medical marijuana license.
    b. Deny entry to retail dispensary if the patient and/or caregiver does not have a valid stat-issued medical marijuana license.
        i. If you feel the patient and/or caregiver is trying to use a fake or fraudulent medical marijuana license; confiscate said medical marijuana license and contact required state authorities.

**Visitor Intake—**Common visitors typically will be support-type businesses such as HVAC, electric and plumbing, general contractors, etc. Visitors will be required to fill out a ***Visitor Log Sheet***. Visitors must also wear a 'Visitor Pass' at all times while in the facility. A facility employee must accompany visitors at all times while in the licensed premises.

**Visitor Access Process:**

1) Check visitors ID and credentials at the check-in station
2) Verify with management that visitors are expected



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3) Fill out ***Visitor Log Sheet***
4) Have said visitor sign-in and date the ***Visitor Log Sheet***
5) Give visitor a *'Visitor Pass'*
6) When visitor is finished at the licensed premises:
    a. Have visitor sign-out on ***Visitor Log Sheet***
    *b.* Collect the *'Visitor Pass'* from said visitor

Source:
http://www.seton.com/numbered-badge-sets-visitor-pass-lanyard-t1872.html

Source:
http://www.officeworks.com.au/shop/officeworks/c/office-supplies/conference-supplies/lanyards

**Example of GLM Visitor Log**

**Great Lakes Medicinals Visitor Log**

| Date | Time In | Time Out | Visitor Name | Signature | Reason/Work Done |
|---|---|---|---|---|---|
| 8/1/2016 | 9:15 | 1:30 | John Smith | | HVAC maintenance |
| | | | | | |
| | | | | | |

### Dispensing Approved Medical Marijuana Products

Upon awarding a license Great Lakes Medicinals will only dispense approved medical marijuana products to patients and/or caregivers who are lawfully registered as a medical marijuana patient through the state medical marijuana program. GLM will ensure that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.

### Packaging and Labeling

GLM will affix each approved medical marijuana product for final dispensing with a patient-specific label. Great Lakes will have all medical marijuana patient-specific labels approved by the Department prior to use. Each patient-specific label will be applied at the retail dispensing facilities and will be easily readable and firmly affixed to the package and will include all State required language and information.

Below is an example of a patient-specific label developed by GLM. All final medical marijuana products dispensed to patients and/or caregivers will have a similar, state-compliant labels created for said patient/caregiver.



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*Example of Patient Specific Label*

***Great Lakes Medicinals***

**Address:** *26 Corporate Woods, Brighton, NY 14623*

**Registration #:** *TBD*

**Phone:** *TBD*

**Patient Name:** Jane Smith

**Patient/Caregiver Registry #:** 123456789

**Patient Qualifying Condition:** Epilepsy; severe seizures

**Ceritfying Practitioner Name:** Dr. John Doe

**Exit Packaging**

Great Lakes Medicinals will also utilize 'exit packaging' at all retail dispensary locations. This exit packaging will be used to place the pre-package medical marijuana products in at the retail dispensary prior to patients and/or caregivers exiting the dispensary. Exit packaging will be opaque concealing the contents inside and will allow patients and/or caregiver discretion upon exiting the dispensary. Exit packaging is also utilized to minimize the risk to product diversion or the medical marijuana product(s) falling into the wrong hands. GLM will utilize the marijuana industry specific exit package developed by American Marijuana Company Inc., The Satchel™.

The Satchel™ is a pouch-like case designed as a high-quality, child-resistant exit package solution for the regulated marijuana industry. The Satchel™ meets child-safety requirements of the Consumer Products Safety Commission (CPSC), making it compliant in all states. The Satchel™ is also tested and approved by the American Society for Testing and Supplies (ASTM). The Satchel™ will meet all current exit packaging regulations; featuring a child-resistant closure completely concealing the contents inside.

THE SATCHEL™

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### Package Safety Insert

Great Lakes Medicinals will develop a package safety insert to be included in each product package dispensed to a patient and/or caregiver. GLM will submit all package safety inserts developed to the Department for approval prior to use. The information provided in the package safety insert will include the required content specified in 1004.12 (k). A safety insert will be specific to the brand and product dispensed and will be included in every exit package leaving GLM retail dispensaries.

Patient education is a very important aspect for a newly regulated medical marijuana state. The safety insert will be developed to educate patients and caregivers on different information pertaining to the different brands and products offered at Great Lakes Medicinals retail dispensaries.

A package safety insert will be developed specifically for each approved brand and form offered b Great Lakes Medicinals. The safety insert will include at a minimum the following information:

- the medical marijuana product and brand;
- a list of any excipients used;
- a warning if there is any potential for allergens in the medical marijuana product;
- contraindications;
- more specific dosage directions and instructions for administration;
- warning of adverse effects and/or any potential dangers stemming from the use of medical marijuana;
- instructions for reporting adverse effects as may be determined by the department;
- a warning about driving, operation of mechanical equipment, child care or making important decisions while under the influence of medical marijuana;
- 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;
- advice on how to keep the medical marijuana product secure;
- language stating that the certified patient may not distribute any medical marijuana product to anyone else;
- language stating that unwanted, excess, or contaminated medical marijuana product must be disposed of according to section 1004.20 of this part; and
- 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."

### Substance Abuse and Prevention

GLM intends to be pro-active in recognizing and preventing substance abuse. In the event that, based on data collected or observation, a potential substance abuse problem is identified; the patient will be notified and provided



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with a list of local providers for patient assistance, drug and alcohol treatment and family services that patients may access without GLM involvement. It is at dispensary's agent discretion the extent to which they will provide additional assessment, evaluation, counseling, and/or referral for treatment. GLM employees will be provided training on identifying substance abuse problems.

### Reporting Dispensed Medical Marijuana Products

Per 1004.17, GLM will electronically file a record of all approved medical marijuana products that have been dispensed to the Department within twenty-four (24) hours after the marijuana product(s) were dispensed to the certified patient or caregiver. GLM will ensure the electronically filed record will include the requirements listed in 1004.17.

Below is an example of Great Lakes Medicinals Report of Dispensed Medical Marijuana Products. This report will be completed on a daily basis at each dispensary and then electronically filed with the Department. GLM will also maintain these reports electronically at each dispensary.

**Great Lakes Medicinals Record of Dispensed Medical Marijuana Products**

| | |
|---|---|
| **Registered Organization ID #:** | **Serial of MM Product #:** |
| **Location Address:** | |
| **Patient Name:** | **Patient Address** *(street, city, state, ZIP)* **:** |
| **DOB:** / **Patient Registry ID #:** | |
| **Patient Sex:** ☐ Male ☐ Female ☐ Transgender | |
| ***Fill Out Caregiver Information IF Applicable*** | |
| **Designated Caregiver Name:** | |
| **DOB:** | **Caregiver Registry ID #:** |
| **Dispensing Information** | |

| Date Approved Medical Marijuana Product was Filled: | Quantity of Medical Marijuana Product(s): | Medical Marijuana Product Drug Code #: | Number of Days Supply that was Dispensed: |
|---|---|---|---|
| | | | |

| | |
|---|---|
| Registered Practitioner's Drug Enforcment Administration (DEA) #: | Date Written Certification was Made by Registered Practitioner: |
| Payment Method: ☐ Cash ☐ Credit ☐ Other | Payment Amount: $ |



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### Product Storage

The nightly storage policy at all GLM dispensaries will be to remove all medical marijuana products from the retail sales floor and place them within a limited access area in a safe, vault or locking refrigerator for proper storage. All medical marijuana will be properly stored in a safe and secure area within the dispensary when the dispensary is closed for operations.

Source: http://www.phillipslock.com/safeproduct.html

### Marketing and Advertising

Great Lakes Medicinals will ensure compliance with all state laws and regulations pertaining to marketing and advertising, specifically 1004.16.

GLM will utilize only one (1) single external sign at each of the four ($) retail dispensaries. The external sign will use only black and white color. We will not be illuminate, at any time, any sign advertising marijuana product of any kind.

GREAT LAKES
MEDICINALS

### Other Various Dispensing Activities/Operations

Below are some brief descriptions of some of the other various activities and operations occurring at GLM retail dispensaries.

**Patient Advocacy**—Medical marijuana patients are the reason for the medical marijuana industry, as such patient advocacy will play a vital role within the organization. A patient advocate's role will be to be in close contact with



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primary medical marijuana patients of the facility. Roles and responsibilities of patient advocates will be discussed in more detail in the SOP's.

**Patient Education**—Individual patients will have different reactions to the medical marijuana strains available, so patients will need to be educated about the potential effects of each marijuana strain. A knowledgeable retail staff will be able to reference patient ailments with the marijuana strains available and ultimately be able to recommend a marijuana strain suitable for the patient. Please see SOP's for more detailed information regarding patient education.

**Education and Training**—all retail dispensing facility employees will receive training prior to beginning work within the facility. A continuing education program will aid in developing staff members and preparing them for further advancement within the company. It is the responsibility of the retail facility manager to ensure training takes place for all team members prior to commencing work within the retail facility. Education and Training are more detailed in the SOP's.

- **Security Measures/Protocols Training—**all dispensing facility agents will receive extensive training detailing facility security measures in place and security protocols. Security measures and protocols are explained in more detail within the Standard operating Procedures.
- **Laws and Regulations/Compliance Training—**Adhering to all state, local laws and company specific regulations is of utmost importance to create an end product with the highest efficacy for patients. Compliance training is detailed more thoroughly in the SOP's.
- **Point of Sale (POS) Training—**POS training is covered in more detail in the Retail SOP's.
- **Patient Advocacy Training—**Patients are the reason for the medical marijuana industry and therefore proper patient advocacy training is essential in order to have a successful medical marijuana retail dispensing operation. Patient confidentiality is of utmost importance; any and all patient information is confidential and is to remain secured on location. Any unauthorized release of patient information will be grounds for immediate job termination.

**Daily Retail Processes**—the daily retail processes are explained in more detail in the Retail Standard Operating Procedures.

**Opening Responsibilities**—the opening responsibilities will primarily be comprised of getting the retail sales floor ready for the day. This will be detailed in the Retail SOP's.

**Closing Responsibilities**—the closing responsibilities will primarily be comprised of closing the retail sales floor and securing product for safe storage throughout the night. Closing responsibilities will be detailed in the Retail SOP's.



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**Patient Intake**—patients wishing to patron the retail facility will need to have a valid State of New York medical marijuana patient license. Before entry into the retail facility team members will verify the validity of each patient's medical marijuana license through the state electronic verification system. After the verification process the patient will be allowed entry into the retail facility.

**Sales Procedure**—the sales procedure needs to be completely accurate for every sales transaction. If sales records are not accurate inventory will have discrepancies and could result in compliance issues. Retail team members will go through extensive training on the POS system and the sales process before commencing operations. The sales procedure is explained in the Retail SOP's.

**Customer Service**—customer service policies will be created to ensure good working relationships with dispensing organizations and licensed patients within the State of New York.

**Inventory Management**—inventory management is a critical factor at every facility within the organization. The tracking of all medical marijuana from seed to sale will be done through inventory management through the use of template log sheets. Physical inventory counts will be done on a daily, weekly, and monthly basis at the retail facility. Inventory management is explained in more detail in the SOP's.

**Hours of Operation—**GLM hours of operation are still to be determined but all retail dispensaries will only operate within the State allowed hours of operation per regulations. Proposed hours of operations for GLM retail dispensaries are as follows: Monday through Saturday 9:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 5:00 p.m.



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## Section 4 — Devices *(1004.5(b) (4) (i))*



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## Great Lakes Medicinals Devices

Below is a description of any devices used with approved medical marijuana products to be offered or sold at Great Lakes Medicinals registered dispensaries.

### Device Offerings

GLM will offer different vaporizer devices to be used with approved medical marijuana products. GLM will produce five (5) initial brands in three (3) different forms for different routes of administration. One form offered by GLM will be oil for vaporization. Patients will need to utilize a vaporizer to consume the medical marijuana product. There are hundreds, maybe thousands of different vaporizers available on the retail market, but GLM will only offer a select few for purchase at the retail dispensaries. The medical marijuana patients who visit GLM dispensaries will be able to purchase a vaporizer that can be used to consume medical marijuana products sold at the retail dispensary. GLM intends to offer approximately five to ten (5-10) different vaporizers from industry leading manufacturers. Below are some of the vaporizers GLM is considering to offer patient at our retail dispensaries. The list is not all inclusive and GLM may not select the manufacture listed and may select a different manufacturer or new product that may come to market. The images of the different vaporizers are not to scale size.

**Potential Vaporizers:**

- **Pax 2;** Source: http://www.sfevergreen.com/review-the-pax-2-solution-to-all-of-lifes-unknown-problems/

- **FireFly;** Source: http://www.thefirefly.com/firefly-portable-vaporizer.html

- **Omicron;** Source: http://www.w9tech.com/omicron-hash-oil-vaporizer-vape-pen-dabber/



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- **V2 Cis Pro;** Source: http://vapestaff.com/

- **CloudV Phantom;** Source: http://www.vaporize.com.au/shop/cloud-v-phantom-premium-herbal/

- **VapeApe;** Source: http://grassrootscalifornia.com/?attachment_id=8603

- **Atmos Jr;** Source: http://www.legalbuds.com/atmos-junior-vaporizer.html

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## Device Descriptions

Vaporizers work by heating the medical marijuana product (oil) at a cooler temperature than required for burning or smoking (combustion). The temperature of vaporization is around 200°C or 392°F. At this temperature, the active ingredients in the medical marijuana product (oil) are converted into a gas or vapor which the patient then inhales to receive the medicinal benefits of the product.

The vaporizer handheld units or pens are a portable vaporizer that uses a rechargeable battery to heat an element which in turn heats the medical marijuana product (oil) to the point of vaporization so the patient can consume the medical marijuana product.



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# Section 5 — Security and Control *(1004.5(b) (4) (ii))*

GREAT LAKES
MEDICINALS



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# Section 6 — Standard Operating Procedures *(1004.5(b)(4)(iii))*



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## Great Lakes Medicinals Standard Operating Procedures

Great Lakes Medicinals will utilize Standard Operating Procedures (SOP's) manual for all methods used from cultivation of medical marijuana through packaging, sealing and labeling of each lot of medical marijuana product. The SOP's include the use of good agricultural practices (GAPs) and will conform to all applicable laws and rules of New York State. The SOP's will be able to be validated to demonstrate that Great Lakes will be able to produce and dispense consistent and reproducible medical marijuana products such that, for each form of each brand produced, there is homogeneity, absence of contamination and reproducibility of the brand profile in each lot. The SOP's utilized by Great Lakes Medicinals are a separate, additional document that will be utilized within the cultivation/manufacturing facility and the retail dispensing facilities and are included as a separate additional document attachment to this application.

### Good Agricultural Practices (GAP)

Great Lakes Medicinals will ensure that there is a senior staff member with a minimum of one (1) year experience in good agricultural practices (GAP). GLM has employed Tierra Stonewall who has received GAP certification and who will be responsible for ensuring that all cultivation operations utilize Good Agricultural Practices. Good agricultural practices will be utilized at the cultivation facility for all cultivation techniques, methods, activities and processes. The cultivation techniques and methodology to be utilized within Great Lakes cultivation facility are explained in more detail in the Standard Operating Procedures (SOP's). The SOP's cover all cultivation activities and operations to occur within the facility including but not limited to propagation/cloning, vegetative and flowering growth stages, Integrated Pest Management (IPM), harvesting and post-harvesting, transportation and delivery, waste procedures, and emergency protocols.

Great Lakes Medicinals will also ensure that there is a quality assurance officer on staff who will exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures. Currently, Great Lakes has retained Mr. John Bolton who will meet this requirement through previous work in the horticulture industry operating Bolton Family Farms Inc. for over 7 years. Mr. Bolton will be GLM's Chief Cultivation Officer and Quality Assurance Officer with overall operational responsibility of the cultivation/manufacturing facility. Mr. Bolton will also oversee the good agricultural practices with his previous agricultural knowledge and experience.

### Ability to Produce and Dispense Consistent and Reproducible Medical Marijuana Products

Great Lakes Medicinals will utilize Standard Operating Procedures (SOP's) to help standardize the processes within the facility to produce and dispense consistent reproducible medical marijuana products. Every facility employee will be trained on the SOP's and will be expected to follow all procedures exactly without deviation unless prior management approval has been issued.



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### Homogeneity

Homogeneity is defined as something being made up of the same kind of people or things. All GLM brands will have consistency and be homogeneous. This will be achieved through the extraction process where the use of industry leading extraction machines will create consistent marijuana concentrates and extracts resulting in homogeneity.

### Absence of Contamination

GLM will ensure that all final medical marijuana products available for retail dispensing to patients and/or caregivers are free from contaminants. This will be achieved through the State required testing process; in which GLM will send a sample of each production lot to an independent DEA laboratory licensed in the State of New York to perform required potency and contaminant tests.

### Reproducibility of Brand Profile

GLM will consistently be able to reproduce the profile of all brands that we offer. The ability to consistently reproduce brands will come from the Supercritical Fluid Extraction (SFE) and Supercritical Fluid Fractionation (SFF) machines that we will utilize at the manufacturing facility.

Whether we select a machine from Waters Corporation or from Clean Room Extracts, the equipment will be state-of-the-art using automated temperature and pressure controllers allowing consistent, reproducible process every time.

## Standard Operating Procedures

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# Section 7 — Quality Assurance Plans *(1004.5(b) (4) (iv))*



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## Great Lakes Medicinals Quality Assurance Plans

Below is the quality assurance plan developed by Great Lakes Medicinals to detect, identify and prevent dispensing errors. All retail dispensary employees will receive training on the sales and dispensing procedures. With the proper training and effective management, preventing dispensing errors should be a common occurrence. Management will be able to detect and identify dispensing errors through the use of a marijuana-industry specific Point of Sale (POS) system. GLM's quality assurance plan pertaining to dispensing errors is explained below.

### Preventing Dispensing Errors

Preventing dispensing errors will begin with effective management, the proper education and training of all Great Lakes Medicinal employees, and the policies and procedures that will be implemented. Dispensing errors will be drastically reduced with proper employee training on company policies and procedures as well as adequate training on the BioTrackTHC™ POS system. Employees will need to verify the 30-day supply quantities for each individual patient prior to dispensing to ensure proper dispensing and no errors occur such as over-dispensing a greater supply of approved medical marijuana products than allowed.

### Detecting and Identifying Dispensing Errors

All Great Lakes Medicinal employees will be required to complete training on the selected POS system that will be utilized in retail dispensary. Employees at the dispensaries will be required to use the POS system for every sale and transaction. Employees will be required to check in the patient and/or caregiver wishing to make a purchase for approved medical marijuana products. The employee will have to properly select the product to be dispensed from the options available in the POS system, this will record the transaction and adjust the inventory accordingly. Management will be able to access the information within the POS system to detect and identify dispensing errors.



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# Section 8 — Returns, Complaints, Adverse Events and Recalls *(1004.5(b) (4) (v))*

GREAT LAKES MEDICINALS

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# Section 9 — Product Quality Assurance *(1004.5(b) (4) (vi))*

GREAT LAKES
MEDICINALS



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# Section 10 — Recordkeeping *(1004.5(b) (4) (vii))*

GREAT LAKES
MEDICINALS



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## Section 11—Hours of Operation *(1004.5(b) (4) (viii))*

GREAT LAKES
MEDICINALS



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GREAT LAKES

MEDICINALS

# ATTACHMENT E

Ownership Info

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# ATTACHMENT E—OWNERSHIP

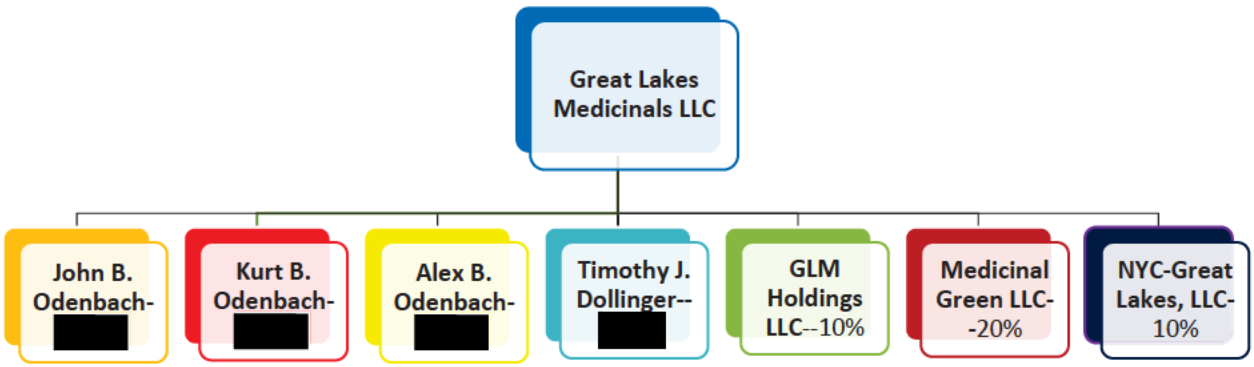
Within this attachment are copies of Great Lakes Medicinal LLC (GLM) organizational and operational documents including but not limited to Articles of Incorporation, Operating Agreement(s) and Certificate Under Seal of Department of State.

# Great Lakes Medicinals LLC Ownership Structure

## Great Lakes Medicinals LLC

Below is a breakdown of the ownership structure of Great Lakes Medicinals LLC. The ownership of Great Lakes Medicinals is divided among seven (7) parties. The ownership percentage (%) is as follows:

| Great Lakes Medicinals LLC Ownership Structure | |
|---|---|
| **Name** | **% Ownership** |
| John B. Odenbach | [redacted] |
| Kurt B. Odenbach | |
| Alex B. Odenbach | |
| Timothy J. Dollinger | |
| GLM Holdings LLC | 10% |
| Medicinal Green LLC | 20% |
| NYC-Great Lakes, LLC | 10% |




### Great Lakes Medicinals LLC Articles of Incorporation

Great Lakes Medicinals (GLM) was originally incorporated as a NY corporation on June 30, 2014. The GLM founders then formed Finger Lakes Medicinals, LLC, (FLM) a NY limited liability company, on February 25, 2015. GLM, Inc. and FLM, LLC merged on April 2, 2015, with FLM, LLC being the surviving entity. FLM then changed its name to Great Lakes Medicinals, LLC by filing a Certificate of Amendment on April 9, 2015. Below are the Certificates and Articles and the corresponding filing receipts

GLM Holdings LLC, Medicinal Green LLC and NYC-Great Lakes, LLC ownership structure is displayed in the sections to come.

# STATE OF NEW YORK

# DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 30, 2014.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/07

# CERTIFICATE OF INCORPORATION
# OF
# Great Lakes Medicinals, Inc.

Under Section 402 of the Business Corporation Law

I, the undersigned, a natural person of at least 18 years of age, for the purpose of forming a corporation under Section 402 of the Business Corporation Law of the State of New York hereby certify:

**FIRST:** The name of the corporation is:

**Great Lakes Medicinals, Inc.**

**SECOND:** This corporation is formed to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law, provided that it is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

**THIRD:** The county, within this state, in which the office of the corporation is to be located is MONROE.

**FOURTH:** The total number and value of shares of common stock which the corporation shall have authority to issue is: 1,000 SHARES WITH NO PAR VALUE.

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

Kurt B. Odenbach, Esq.
7 Woodfield Dr.
Webster, NY 14580

**SIXTH:** The corporation designates the following as its registered agent upon whom process against it may be served within the State of New York is:

Kurt B. Odenbach, Esq.
7 Woodfield Dr.
Webster, NY 14580

**SEVENTH:** The existence of the corporation shall begin upon filing of these Certificate of Incorporation with the Department of State.

**EIGHTH:** The corporation shall have a perpetual existence.

**NINTH:** No Director of this corporation shall be personally liable to the corporation, or its shareholders for damages for any breach of duty in such capacity, provided that this provision shall not limit the liability of any director if a judgment or other final adjudication, adverse to him, establishes that his act or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage, to which he was not legally entitled or that his acts violated Section 719 of the New York Business Corporation Law.

**TENTH:** The holders of any of the corporation's equity shares shall be entitled to preemptive rights in accordance with the provisions of BCL section 622.

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

Kurt B. Odenbach, Esq. (signature)

Kurt B. Odenbach, Esq., INCORPORATOR
7 Woodfield Dr.
Webster, NY 14580

**Filed by:**
Kurt B. Odenbach, Esq.
7 Woodfield Dr.
Webster, NY 14580

**FILED WITH THE NYS DEPARTMENT OF STATE ON: 06/30/2014**
**FILE NUMBER: 140630010003; DOS ID: 4599524**

N.Y.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

**ONLINE FILING RECEIPT**

ENTITY NAME: GREAT LAKES MEDICINALS, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: MONR

FILED:06/30/2014 DURATION:PERPETUAL CASH#:140630010003 FILE#:140630010003
DOS ID:4599524

FILER:
KURT B. ODENBACH, ESQ.
7 WOODFIELD DR.
WEBSTER, NY 14580

EXIST DATE
06/30/2014

ADDRESS FOR PROCESS:
KURT B. ODENBACH, ESQ.
7 WOODFIELD DR.
WEBSTER, NY 14580

REGISTERED AGENT:
KURT B. ODENBACH, ESQ.
7 WOODFIELD DR.
WEBSTER, NY 14580

STOCK: 1000 NPV

The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00

| | | | |
|---|---|---|---|
| FEE: | 185.00 | PAYMENTS | 185.00 |
| FILING: | 125.00 | CHARGE | 185.00 |
| TAX: | 50.00 | DRAWDOWN | 0.00 |
| PLAIN COPY: | 0.00 | | |
| CERT COPY: | 10.00 | | |
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DOS-1025 (04/2007)

**Authentication Number: 1406300003 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov**

# ACKNOWLEDGEMENT COPY

## ARTICLES OF ORGANIZATION
## OF
## Finger Lakes Medicinals LLC

Under Section 203 of the Limited Liability Company Law

**FIRST:** The name of the limited liability company is:

**Finger Lakes Medicinals LLC**

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

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

Kurt B Odenbach
7 Woodfield Dr
Webster, NY 14580

**FOURTH:** The limited liability company is to be managed by: ONE OR MORE MANAGERS.

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

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

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

Kurt B Odenbach, President and General Counsel (signature)

Kurt B Odenbach , ORGANIZER
7 Woodfield Dr
Webster, NY 14580

**Filed by:**
Kurt B Odenbach
7 Woodfield Dr
Webster, NY 14580

**ACKNOWLEDGEMENT COPY**

**CERTIFICATE OF MERGER**
**OF**
**GREAT LAKES MEDICINALS, INC.**
**AND**
**FINGER LAKES MEDICINALS LLC**
**INTO**
**FINGER LAKES MEDICINALS LLC**

Pursuant to Section 1003 of the Limited Liability Company Law

FIRST: The name and jurisdiction of incorporation or organization of each domestic corporation or limited liability company that is to merge is:

Great Lakes Medicinals, Inc., a New York corporation; and
Finger Lakes Medicinals LLC, a New York limited liability company

SECOND: For each domestic corporation and limited liability company that is to merge, the date when its initial certificate of incorporation or articles of organization was filed with the Department of State is:

Great Lakes Medicinals, Inc.: June 30, 2014
Finger Lakes Medicinals LLC: February 25, 2015

THIRD: The name of the surviving domestic limited liability company is:

Finger Lakes Medicinals LLC

FOURTH: The plan and agreement of merger has been approved and executed by each domestic corporation and limited liability company that is a party thereto.

FIFTH: The effective date of the merger is: April 6, 2015.

SIXTH: The Secretary of State is designated as agent of the surviving limited liability company upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

7 Woodfield Drive, Webster, New York 14580

SEVENTH: The plan and agreement of merger is on file at the surviving limited liability company's place of business located at 7 Woodfield Drive, Webster, New York 14580.

EIGHTH: A copy of the plan and agreement of merger will be furnished by the

surviving limited liability company on request and without cost to any shareholder or member of any corporation or limited liability company that is to merge pursuant to such agreement.

Dated: March 20, 2015

GREAT LAKES MEDICINALS, INC.

Timothy J. Dollinger, Secretary

FINGER LAKES MEDICINALS LLC

Kurt B. Odenbach, Manager

**CERTIFICATE OF MERGER**
**OF**
**GREAT LAKES MEDICINALS, INC.**
**AND**
**FINGER LAKES MEDICINALS LLC**
**INTO**
**FINGER LAKES MEDICINALS LLC**

Pursuant to Section 1003 of the Limited Liability Company Law

**Filed By**

**KAMAN, BERLOVE, MARAFIOTI, JACOBSTEIN & GOLDMAN, LLP**
Attorneys and Counselors at Law
135 Corporate Woods, Suite 300
Rochester, New York 14623
(585) 325-7440

# *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 April 10, 2015.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

150409000716

**CERTIFICATE OF AMENDMENT**
**OF**
**ARTICLES OF ORGANIZATION**
**OF**
**FINGER LAKES MEDICINALS LLC**

UNDER SECTION 211 OF THE LIMITED LIABILITY COMPANY LAW
OF THE STATE OF NEW YORK

**FIRST:** The name of the limited liability company is:

**Finger Lakes Medicinals LLC**

**SECOND:** The date of filing of the articles or organization is February 25, 2015.

**THIRD:** The amendment effected by this certificate of amendment is as follows:

Paragraph First of the Articles of Organization relating to the name of the organization is hereby amended to read as follows:

**FIRST:** The name of the limited liability company is:

**Great Lakes Medicinals LLC**

**IN WITNESS WHEREOF,** the undersigned has subscribed this certificate this 3rd day of April, 2015.

Jon C. Lazenby, Authorized Person

150409000716

716

**CERTIFICATE OF AMENDMENT**
**OF**
**ARTICLES OF ORGANIZATION**
**OF**
**FINGER LAKES MEDICINALS LLC**

UNDER SECTION 211 OF THE LIMITED LIABILITY COMPANY LAW
OF THE STATE OF NEW YORK

lcc

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR 09 2015
TAX $
BY:

RECEIVED
2015 APR -9 PM 2:07

***LCS***
***DRAWDOWN - #AL***

Filed By:

RECEIVED
2015 APR -6 PM 2:04

**KAMAN, BERLOVE, MARAFIOTI, JACOBSTEIN & GOLDMAN, LLP**
Attorneys and Counselors at Law
135 Corporate Woods, Suite 300
Rochester, New York 14623
Telephone: (585) 325-7440

2015 APR -9 PM 3:32
FILED

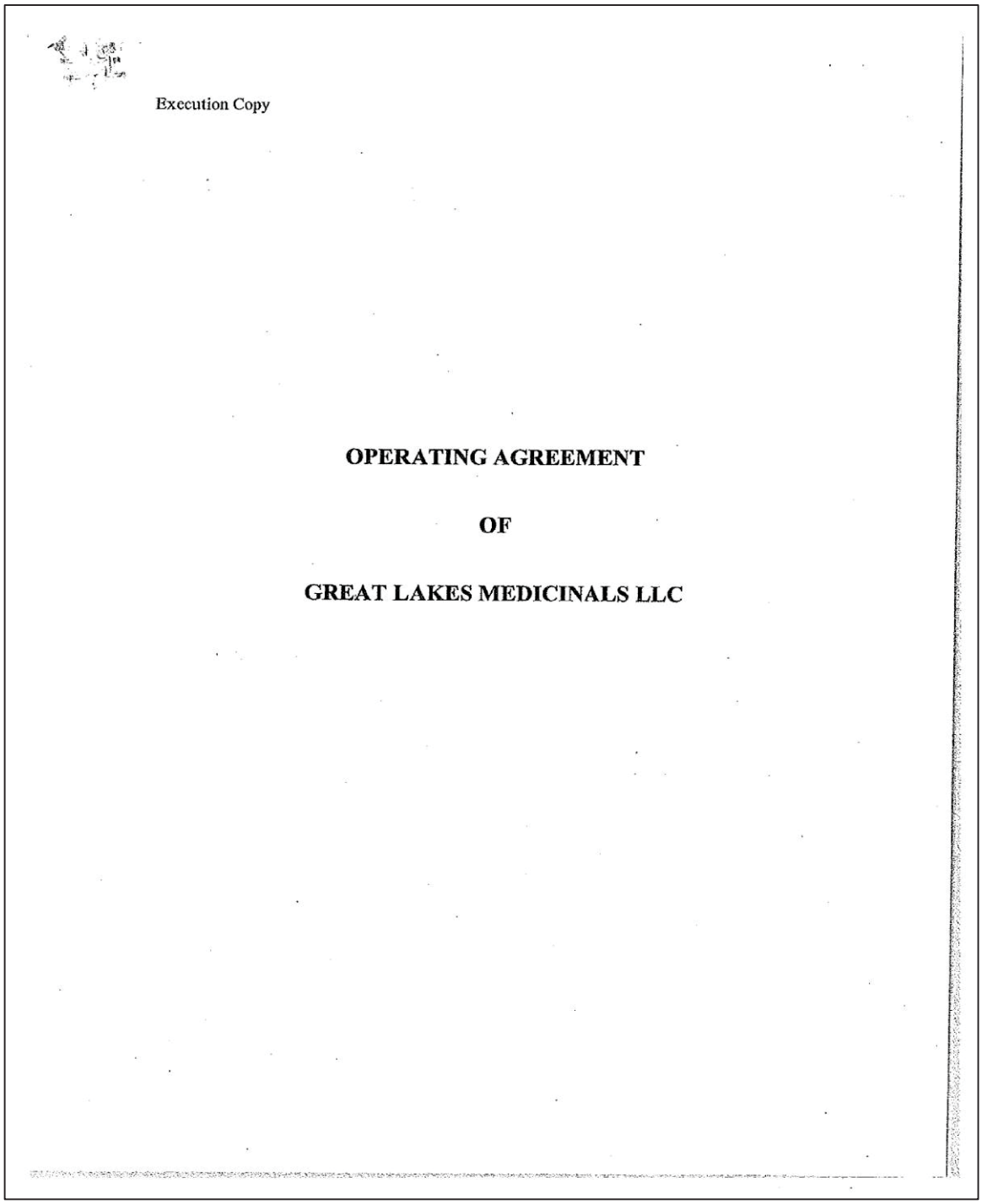
***Customer Ref.#*** 58667

737

AD

## Great Lakes Medicinals LLC Operating Agreement

Great Lakes Medicinals Operating Agreement can be viewed below in this attachment.



Execution Copy

**OPERATING AGREEMENT**

**OF**

**GREAT LAKES MEDICINALS LLC**

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**OPERATING AGREEMENT**

**OF**

**GREAT LAKES MEDICINALS LLC**

This OPERATING AGREEMENT of Great Lakes Medicinals LLC is entered into and shall be effective as of the 19th day of May, 2015 (the "**Effective Date**"), by and between the individuals and entities described on **EXHIBIT A** (each individually a "**Party**" and collectively the "**Parties**").

RECITALS:

A. The Founders (as defined below) incorporated Great Lakes Medicinals, Inc. as a New York corporation on June 30, 2014 (the "**Corporation**"). The Corporation reorganized as a New York limited liability company by merging into Finger Lakes Medicinals LLC, a New York limited liability company formed on February 25, 2015. Under the terms of this merger, and as further elaborated in Sections 2.1 and 2.2 of this Agreement, the limited liability company was the surviving entity and the Corporation terminated by operation of law.

B. The Parties intend to have the Company (as defined below) apply for and obtain a Medical Marihuana License (as defined below) in New York State pursuant to the Medical Marihuana Law (as defined below) such that the Company becomes a registered organization (as such term is defined under the Medical Marihuana Law). As a registered organization, the Company intends to develop and operate (i) a grow and production facility and (ii) dispensaries and related amenities within the State of New York.

C. The Parties deem an operating agreement to be necessary and advisable to set forth their agreement as to the conduct of the business and affairs of the Company and desire to enter into this Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and in consideration of the material promises herein set forth, the Parties agree as follows:

**ARTICLE I.**
**DEFINITIONS**

Capitalized words and phrases used in this Agreement have the meanings set forth in this Article I. All terms used in this Agreement not otherwise defined in Article I have the meanings set forth elsewhere in this Agreement.

"**Act**" means the New York Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"**Additional Units**" has the meaning set forth in Section 3.2(a) of this Agreement.

**"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 Allocation Year, after giving effect to the following adjustments:

(1) Credit to such Capital Account any amounts which such Member is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(2) Debit to such Capital Account the items described in 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) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

**"Affiliate"** means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the terms **"controlling"**, **"controlled by"** or **"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 or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least 50% of the directors, managers, general partners, or individuals exercising similar authority with respect to such Person or entities.

**"Agreement"** means this Operating Agreement including all exhibits and schedules attached hereto, as amended from time to time.

**"Allocation Year"** means (i) the period commencing on the Effective Date and ending on December 31, 2015, (ii) any subsequent 12-month period commencing on January 1 and ending on December 31 or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article IV of this Agreement.

**"Alternative Investment Bank"** has the meaning set forth in Section 15.2(d) of this Agreement.

**"Alternative Valuation"** has the meaning set forth in Section 15.2(d) of this Agreement.

**"Alternative Valuation Notice"** has the meaning set forth in Section 15.2(d) of this Agreement.

**"Applicable Law"** means all applicable laws, ordinances, rules, regulations, statutes, case law and orders, including the Medical Marihuana Law.

**"Arbitrator"** has the meaning set forth in Section 14.10(b) of this Agreement.

**"Bankruptcy"** means, with respect to any Person, a **"Voluntary Bankruptcy"** or an **"Involuntary Bankruptcy."** A **"Voluntary Bankruptcy"** means, with respect to any Person (i)

an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors or (ii) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any present or future law, statute or regulation relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its assets. An **"Involuntary Bankruptcy"** means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any liquidation, winding up, reorganization, arrangement, adjustments, protection, relief or composition of such Person or its debts under any present or future law, statute or regulation relating to bankruptcy, insolvency or reorganization or relief of debtors, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the assets of such Person which order shall not be dismissed within ninety (90) days.

**"Board of Managers"** or **"Managers"** has the meaning set forth in Section 6.1 of this Agreement.

**"Build-Out Amount"** has the meaning set forth in Section 3.3 of this Agreement.

**"Business"** has the meaning set forth in Section 2.4 of this Agreement.

**"Business Day"** means a day of the year on which banks are not required or authorized to close in New York, New York.

**"Capital Account"** means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(1) To each Member's Capital Account there shall be credited (A) such Member's Capital Contributions, (B) such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 4.3 or Section 4.4 of this Agreement, and (C) the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member;

(2) To each Member's Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Property distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 4.3 or Section 4.4 of this Agreement, and (C) 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;

(3) In the event Units are 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 Units; and

(4) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above 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 Section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Managers determines it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities secured by contributed or distributed property or assumed by the Company or any Members), are computed in order to comply with such Regulations, the Board of Managers may make such modification, provided it is not likely to have a material effect on the amounts distributed to any Person pursuant to Article XIV of this Agreement upon the dissolution of the Company. The Board of Managers also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Section 1.704-1(b)(2)(iv)(q) of the Regulations, and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations.

**"Capital Contributions"** 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 net of liabilities expressly assumed in writing or taken subject to by the Company with respect to the Units held or purchased by such Member pursuant to the terms of this Agreement, including any additional Capital Contributions.

**"Facility"** has the meaning set forth in Section 8.1 of this Agreement.

**"Code"** means the United States Internal Revenue Code of 1986, as amended from time to time.

**"Company"** means Great Lakes Medicinals LLC, a New York limited liability company formed on February 25, 2015 as Finger Lakes Medicinals LLC, and the surviving entity of a merger with the Corporation effective as of April 6, 2015.

**"Company Assets"** means all the tangible and intangible assets, and real and personal property, contributed to, acquired by or owned by the Company, including any improvements thereto.

**"Company Enterprise Value"** has the meaning set forth in Section 15.2 of this Agreement.

**"Company Minimum Gain"** has the same meaning as "partnership minimum gain" of the Company within the meaning of Section 1.704-2(b)(2) of the Regulations and shall be computed in accordance with Section 1.704-2(d) of the Regulations.

**"Consulting Agreement"** means that certain Independent Contractor Consulting Agreement between the Corporation and Hollister & Blacksmith, Inc., d/b/a American Cannabis Company, Inc., a Colorado corporation, dated as of September 15, 2014.

**"Corporation"** has the meaning set forth in the Recitals above.

**"Co-Sale Notice"** has the meaning set forth in Section 11.5(a)(i) of this Agreement.

**"Co-Sale Participant"** has the meaning set forth in Section 11.5(a)(i) of this Agreement.

**"Co-Sale Period"** has the meaning set forth in Section 11.5(a)(i) of this Agreement.

**"Debt"** means any indebtedness for borrowed money or the deferred purchase price of property as evidenced by a note, bonds, or other similar instruments.

**"Depreciation"** means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, 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 Allocation Year, 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 Allocation Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

**"Dispute"** has the meaning set forth in Section 14.10 of this Agreement.

**"Dissolution Event"** has the meaning set forth in Section 13.1 of this Agreement.

**"Distributable Cash"** with respect to any period means the total cash operating revenue generated or received by the Company from the Project (whether or not such cash and the following adjustments are derived from OpCo) less (i) all cash expenditures of the Company (including all amounts payable by the Company pursuant to the Consulting Agreement and any taxes, fees or assessments required to be paid by the Company, including under the Medical Marihuana Law), (ii) the principal, interest and other amounts due with regard to all Debt of the Company and (iii) the reserves established by the Board of Managers in the conduct of its business, including any contractually required reserves or other amount to be set aside for reserves.

**"EBITDA"** shall mean, for any period, an amount equal to: (i) Net Income for such period, plus (ii) to the extent deducted in determining Net Income for such period, the sum, without duplication, of (a) aggregate interest expense (both accrued and paid), (b) aggregate

amount of federal, state and local taxes incurred, accrued or paid by the Company for such period, and (c) total Depreciation.

**"Effective Date"** has the meaning set forth in the preamble above.

**"Exercising Party"** has the meaning set forth in Section 15.1 of this Agreement.

**"Facility"** has the meaning set forth in Section 8.1 of this Agreement.

**"Firm Offer"** has the meaning set forth in Section 11.4(b) of this Agreement.

**"First Preemptive Rights Notice"** has the meaning set forth in Section 3.5(d) of this Agreement.

**"Founders"** means Kurt B. Odenbach, John B. Odenbach, Alex B. Odenbach and Timothy J. Dollinger, and their permitted successors and assigns.

**"GAAP"** shall mean, as of any date of determination, generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession in the United States, as in effect from time to time.

**"GLM Holdings"** means that Member, GLM Holdings LLC, a New York limited liability company organized on May 27, 2015, controlled by the Founders, and as of the Effective Date, owned by the Founders.

**"Good Faith Covenant"** has the meaning set forth in Section 6.3 of this Agreement.

**"Governmental Authority"** shall mean any state or local governmental, regulatory or administrative body, agency, commission, board, arbitrator or authority or any court or judicial authority, to which a party, by the nature of its activities, is subject, and any entity or official exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any Applicable Law to which a party, by the nature of its activities, is subject.

**"Gross Asset Value"** means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) 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 Board of Managers;

(ii) The Gross Asset Values of Company Assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account, as determined by the Board of Managers as of the following times: (A) the acquisition of Additional Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis

amount of Company Assets as consideration for a redeemed membership interest in the Company; and (C) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Board of Managers reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any item of Company Assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Board of Managers; and

(iv) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis 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 Section 1.704-1(b)(2)(iv)(m) of the Regulations and subparagraph (vi) of the definition of **"Profits"** and **"Losses"** below or Section 4.3(c) of this Agreement; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) above is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (ii) or (iv), 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.

**"including"** means including, without limitation.

**"Indemnification Exception"** has the meaning set forth in Section 6.8(e) of this Agreement.

**"Indirect Owner"** means a Person having an ownership interest (whether direct or indirect) in a Member.

**"Initial Valuation"** has the meaning set forth in Section 15.2(c) of this Agreement.

**"Issuance Items"** has the meaning set forth in Section 4.2(h) of this Agreement.

**"License Award Date"** has the meaning set forth in Section 3.3 of this Agreement.

**"Licensing Date"** means the date the Company is issued a Medical Marihuana License by the New York Medical Marihuana Authorities.

**"Lien" or "Liens"** means any mortgage, pledge, security interest, encumbrance, lien, lease, license or charge of any kind (including, without limitation, any conditional sale or other title retention agreement or lease in the nature thereof), easement, right of way, covenant running with the Land or other encumbrance upon title.

**"Liquidator"** has the meaning set forth in Section 13.9 of this Agreement.

**"Lockout Period"** has the meaning set forth in Section 11.1 of this Agreement.

**"Losses"** has the meaning set forth in the definition of **"Profits"** and **"Losses"**.

**"Mandatory Tax Distribution"** means distributions to the Members reasonably estimated by the Board of Managers to satisfy tax obligations arising from the allocation of taxable net income of the Company for the current year, assuming the highest marginal federal, state, and local tax brackets applicable to an individual resident in the State of New York, taking into account the type of income or gain and the tax rates applicable thereto, provided that the Board of Managers shall make such determination taking into account the allocation of Losses to the Members for prior years.

**"Medical Marihuana"** means marijuana intended for a certified medical use, as determined by the Commissioner of Health for New York State.

**"Medical Marihuana Activities"** means the production, growth, storage, processing, sale, marketing and distribution of certain forms of Medical Marihuana (as **"forms of medical marihuana"** is defined in Section 3360(16) of the New York Public Health Law), and the use of Medical Marihuana devices, equipment and supplies in the operation of a grow facility, dispensary, or other component of the Project and conduct of the Business.

**"Medical Marihuana Law"** means all laws, rules, regulations, orders, guidance and opinions regulating, permitting or otherwise relating to Medical Marihuana, including but not limited to the Compassionate Care Act, codified as New York Public Health Law, Article 33, Title V-A, and any rules and regulations (including temporary regulations) adopted thereunder, as the same may be modified, amended, replaced or superseded from time to time.

**"Medical Marihuana License"** means the license issued by the New York State Department of Health pursuant to the Medical Marihuana Law to a **"registered organization"** (as such term is defined under Section 3360 of the New York Public Health Law.

**"Medicinal Green"** means that Member, Medicinal Green, LLC, a New York limited liability company organized on March 10, 2015.

**"Member"** means any Founder or other Person (i) who has been admitted as a Member of the Company or who has become a substituted Member pursuant to the terms of this Agreement, and (ii) who has not ceased to be a Member.

**"Member Nonrecourse Debt"** has the same meaning as the term **"partner nonrecourse debt"** in Section 1.704-2(b)(4) of the Regulations.

**"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.

**"Member Nonrecourse Deductions"** has the same meaning as the term **"partner nonrecourse deductions"** in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

**"Net Income"** shall mean, for any period commencing on or after the License Date, the aggregate of all amounts that would be included as net income on the consolidated financial statements of the Project for such period in accordance with GAAP; provided, however, that in determining Net Income, there shall be excluded: (i) any gain or loss on the extinguishment of debt or any gain or loss on the sale of an asset not in the ordinary course of business or other extraordinary items; (ii) proceeds of insurance, other than business interruption insurance; (iii) any net income, gain or loss during such period from any change in accounting principles; and (iv) all revenues and expenses that would be classified as non-operating for purposes of GAAP.

**"New York Medical Marihuana Authorities"** means the New York State Department of Health, and any other Governmental Authority in the future granted regulatory authority over the conduct of Medical Marihuana Activities in the State of New York.

**"Nonrecourse Deductions"** has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

**"Nonrecourse Liability"** has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

**"NYC-GL"** means that Member, NYC-Great Lakes, LLC, a New York limited liability company organized on May 14, 2015.

**"Offer Notice"** has the meaning set forth in Section 11.4(b) of this Agreement.

**"Offer Period"** has the meaning set forth in Section 11.4(c) of this Agreement.

**"Offer Price"** has the meaning set forth in Section 11.4(a) of this Agreement.

**"Offered Units"** have the meaning set forth in Section 11.4 of this Agreement.

**"Offeree"** has the meaning set forth in Section 11.4(b) of this Agreement.

**"Offering Sale Price"** have the meaning set forth in Section 11.2(b) of this Agreement.

**"Operating Budget"** means the budgets established from time to time by the Qualified Majority Vote of the Board of Managers with a Supermajority Member Consent for the periods prior to the Licensing Date, the period between the Licensing Date and the date the Facility begins conducting Medical Marihuana Activities, and thereafter, which set forth the proposed income and expenses of the Company each Allocation Year.

**"Percentage Interest"** means, with respect to any Member as of any date, the ratio (expressed as a percentage) of the number of Units held by such Member on such date to the aggregate number of Units held by all Members on such date.

**"Permitted Transferee"** means with respect to a Member: (i) if such Member is a natural person, then an Affiliate of such Member, a parent, sibling, lineal descendant of such Member or a trust formed for the benefit of such Member and/or the foregoing individuals; (ii) if such Member is a business entity, then (a) an Affiliate of such Member, (b) an Indirect Owner of such Member, (c) a parent, sibling or lineal descendant of an Indirect Owner (who is a natural person) of such Member, (d) a trust formed for the benefit of an Indirect Owner (who is a natural person) of such Member or a parent, sibling or lineal descendant of an Indirect Owner (who is a natural person) of such Member, or (e) a business entity in which substantially all of the equity interests are owned, directly or indirectly, by such Member or an Indirect Owner of such Member; or (iii) a Person receiving the affirmative consent of a Qualified Majority Vote of the Board.

**"Permitted Transfer"** has the meaning set forth in Section 11.2 of this Agreement.

**"Person"** means any individual, limited liability company, corporation, trust, estate, association, nominee or any other entity.

**"Profits"** and **"Losses"** mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(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 definition of **"Profits"** and **"Losses"** 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 Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this definition of **"Profits"** and **"Losses"** 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 subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of a Company Asset 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 Company Asset disposed of, notwithstanding that the adjusted tax basis of such Company Asset 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 Allocation Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's membership 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 such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 or Section 4.4 of this Agreement 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 specially allocated pursuant to Sections 4.3 and 4.4 of this Agreement shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

**"Prohibited Person"** means any Person who, in the reasonable discretion of the Board of Managers (a) is more likely than not to have a material adverse effect on the Company, its conduct of the Business, or its retention of the Company's Medical Marihuana License, or (b) is a Person that is more likely than not to jeopardize the Company's ability to conduct Medical Marihuana Activities.

**"Project"** has the meaning set forth in Section 8.1 of this Agreement.

**"Project Financing"** means Debt obtained by the Company or one or more Wholly Owned Subsidiaries of the Company to be used in connection with the acquisition, development, construction, maintenance, improvement, refurbishment or operation of all or a portion of the Project.

**"Purchase Offer"** has the meaning set forth in Section 11.4(a) of this Agreement.

**"Purchaser"** has the meaning set forth in Section 11.4(a) of this Agreement.

**"Purchasing Member"** has the meaning set forth in Section 3.5(d) of this Agreement.

**"Put Holders"** has the meaning set forth in Section 15.1 of this Agreement.

**"Put Notice"** has the meaning set forth in Section 15.1 of this Agreement.

**"Put Price"** has the meaning set forth in Section 15.1 of this Agreement.

**"Put Right"** has the meaning set forth in Section 15.1 of this Agreement.

**"Put Right Exercise Period"** has the meaning set forth in Section 15.1 of this Agreement.

**"Qualified Investment Bank"** has the meaning set forth in Section 15.2 (b) of this Agreement.

**"Qualified Majority Vote"** means the affirmative vote of at least six (6) of the seven (7) Managers sitting on the Board.

**"Regulations"** means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

**"Regulatory Allocations"** has the meaning set forth in Section 4.3 of this Agreement.

**"Rejected Units"** has the meaning set forth in Section 3.5(b) of this Agreement.

**"Rejecting Member"** has the meaning set forth in Section 3.5(b) of this Agreement.

**"Second Preemptive Rights Notice"** has the meaning set forth in Section 3.5(b) of this Agreement.

**"Supermajority Member Consent"** means the written consent of Members who own an aggregate Percentage Interest of at least ninety-three percent (93%).

**"Tag-Along Rights"** has the meaning set forth in Section 11.5 of this Agreement.

**"Third Investment Bank"** has the meaning set forth in Section 15.2(e) of this Agreement.

**"Transfer"** means, as a noun, any direct or indirect sale, transfer, assignment, hypothecation, encumbrance or other disposition, whether voluntary or involuntary, whether by gift, bequest or otherwise (including any transaction regardless of its form or structure, whereby a Member's Units in the Company are decreased, as well as any such sale, transfer, assignment, hypothecation, encumbrance or other disposition of interests in the Member holding Units in the Company. In the case of a hypothecation, encumbrance or other collateral assignment, the Transfer shall be deemed to occur both at the time of the initial collateral assignment and at any collateral assignee's sale or a sale by any secured creditor. As a verb, the term **"Transfer"** shall mean voluntarily or involuntarily to Transfer.

**"Transfer Notice"** has the meaning set forth in Section 11.5(a)(i) of this Agreement.

**"Transferred Units"** has the meaning set forth in Section 11.5(a)(i) of this Agreement.

**"Transferring Member"** has the meaning set forth in Section 11.5(a)(i) of this Agreement.

**"Units" or "Unit"** means a membership interest in the Company, including any and all benefits to which the holder of such Units may be entitled as provided in this Agreement and any voting and other rights associated with the Member's membership interest in the Company, and including any Additional Units, if any, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

**"Upper Tier Interest"** has the meaning set forth in Section 11.2 of this Agreement.

**"Valuation Acceptance Notice"** has the meaning set forth in Section 15.2(c) of this Agreement.

**"Valuation Criteria"** has the meaning set forth in Section 15.2(b) of this Agreement.

**"Valuation Difference"** has the meaning set forth in Section 15.2(d) of this Agreement.

**"Valuation Rejection Notice"** has the meaning set forth in Section 15.2(c) of this Agreement.

**"Wholly Owned Subsidiary"** of any Person means an Affiliate of such Person one hundred percent (100%) of the voting stock or beneficial ownership of which is owned directly by such Person, or by any Person who, directly or indirectly, owns one hundred percent (100%) of the voting stock or beneficial ownership of such Person.

## ARTICLE II.
## THE COMPANY

### Section 2.1 Formation and Merger.

On February 25, 2015, the Founders formed Finger Lakes Medicinals LLC as a New York limited liability company under and pursuant to the provisions of the Act by filing the Company's Articles of Organization with the New York Department of State. On April 6, 2015, the Founders merged the Corporation into the Company with the Company as the surviving entity by filing that certain Certificate of Merger of Great Lakes Medicinals, Inc. and Finger Lakes Medicinals LLC into Finger Lakes Medicinals LLC pursuant to Section 1003 of the Act.

### Section 2.2 Name.

The original name of the Company was Finger Lakes Medicinals LLC. On April 9, 2015, the Company filed a Certificate of Amendment with the New York Department of State to change its name to Great Lakes Medicinals LLC by amending its Articles of Organization. All business of the Company shall be conducted in the name of Great Lakes Medicinals LLC. At the election of the Board of Managers, the Company may utilize fictitious names in its business operations, but only to the extent such use complies with the terms of the Medical Marihuana Law.

### Section 2.3 Purpose of the Company

The purpose of the Company shall be to engage in any lawful business activity under the laws of the State of New York and to conduct such other activities as may be necessary, appropriate or deemed advisable by the Board of Managers, whether in connection with the Business or otherwise. The Company shall have and may exercise all the powers now or

hereafter conferred by the laws of the State of New York on limited liability companies formed under the Act.

**Section 2.4 Business of the Company.**

The business of the Company shall be to (a) apply for, obtain and retain a Medical Marihuana License, (b) acquire, own, develop, construct, finance, operate and exploit a Facility, and (c) conduct and engage in any and all, whether incidental or related to, Medical Marihuana Activities, all in accordance with the terms of the Medical Marihuana Law (collectively, the **"Business"**).

**Section 2.5 Principal Place of Business.**

The principal place of business of the Company shall be in Monroe County, New York, or at such other place as may be selected by the Board of Managers, to the extent permitted by Applicable Law.

**Section 2.6 Duration.**

The Company shall commence on the date the Company's Articles of Organization were filed with the New York Department of State on February 25, 2015, and shall continue until dissolved and liquidated pursuant to law or any provision of this Agreement.

**Section 2.7 Title to Property.**

All property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in its individual name, and each Member's membership interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to the Company Assets in the name of the Company and not in the name of any Member.

**Section 2.8 Payments of Individual Obligations.**

The Company's credit and Company Assets shall be used solely for the benefit of the Company, and no Company Asset shall be Transferred or encumbered for, or in payment of, any individual obligation of any Member or Manager.

**Section 2.9 Independent Activities; Transactions with Affiliates.**

(a) The Board of Managers shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company and the Business, and, subject to Section 2.9(c) of this Agreement, shall be free to serve any other Person or enterprise in any capacity that such Manager may deem appropriate in his, her or its discretion.

(b) Except as otherwise provided in Section 2.9(c) of this Agreement, to the extent and as permitted by Applicable Law, neither this Agreement nor any activity undertaken pursuant to this Agreement shall prevent any individual on the Board of Managers or any Member or their respective Affiliates, key employees, principals, directors and officers from

engaging in whatever activities they choose, and any such activities may be undertaken without having or incurring any obligation to offer any interest in such activities to the Company or any Member, or require any Member or individual on the Board of Managers to permit the Company or any other individual on the Board of Managers or Member or its Affiliates or their respective key employees, principals, directors and officers to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation. Each Member agrees and acknowledges that each Member and its Affiliates and their respective key employees, principals, directors and officers currently do, and at any time and from time to time may, engage in and possess interests in other business or operations of every type and description, independently or with others, including, but not limited to, (subject to Section 2.9(c) of this Agreement) such business or operations that relate to the Project; and except as otherwise set forth herein (i) neither the Company nor the other Member shall by virtue of this Agreement have any right, title or interest in or to such independent ventures or to the income or profits derived therefrom and (ii) nothing in this Agreement shall be deemed to limit, restrict, prohibit, or otherwise abridge each Member's rights or ability to engage in or possess such interests.

(c) Notwithstanding any other provision of this Agreement, each Member agrees that, during the term of this Agreement, it will not, and it will cause its Affiliates, direct and beneficial owners, key employees, principals, directors and officers not to, directly or indirectly: (i) participate, invest, finance, advise, consult or support in any other bid, application or project in the State of New York related to any Person securing or getting issued a Medical Marihuana License, or (ii) own an equity or debt interest in, be employed by, be a consultant to, provide development, construction, operating or management services to, or provide financing to any Person owning or operating a facility in the State of New York in which Medical Marihuana Activities are conducted under a Medical Marihuana License; provided, however, a Member, and its Affiliates, key employees, principals, directors and officers may directly or indirectly own stock or other equity in a business which engages in Medical Marihuana Activities if such stock or other equity represents less than 5% of the voting power of all stock or equity in the issuer of such stock or other equity and such stock or other equity is publicly traded and listed on a national stock exchange.

## ARTICLE III.
## MEMBERS' CAPITAL CONTRIBUTIONS

**Section 3.1 Capital Contributions.**

The name, initial Capital Contributions and number of Units of each of the Members (including the Founders) upon their admission as Member of the Company is as set forth on Exhibit A attached hereto and incorporated herein by this reference. Upon the issuance of additional Units hereunder, the Company shall amend Exhibit A to this Agreement to accurately reflect the then current Units in the Company held by each Member.

**Section 3.2 Additional Capital Contributions.**

(a) Except for the additional Capital Contribution contemplated by Section 3.3 of this Agreement, no Member shall be required to make any additional Capital Contribution

to the Company. To the extent the Board of Managers by Qualified Majority Vote determines that additional Capital Contributions are necessary and appropriate for the conduct of the Company's Business, and such determination has been approved by a Supermajority Member Consent in accordance with Section 7.3 of this Agreement, the Board of Managers will first issue a notice to the Members requesting that all Members make additional Capital Contributions in proportion to their respective Percentage Interests. If any Member elects not to make such additional Capital Contribution, the Board of Managers may then authorize the Company to issue additional Units (the "**Additional Units**") to raise additional capital from the Members and their Affiliates, and if necessary, third parties or a combination of them (although in no event may Units be sold or issued to a Prohibited Person), on terms determined by the Board of Managers. The Board of Managers may cause the Company to offer and sell the Additional Units in the Company on such terms and providing for such rights and obligations (including amendments to this Agreement to reflect such rights and obligations) as are approved by the Qualified Majority Vote of Board of Managers with a Supermajority Member Consent in accordance with Section 7.3 of this Agreement.

(b) If the Company authorizes the issuance or sale of any Additional Units, except for issuances in connection with a significant acquisition or debt financing approved by the Qualified Majority Vote of the Board of Managers with a Supermajority Member Consent in accordance with Section 7.3 of this Agreement, if applicable, then the Company shall first offer to sell to each to each Member Additional Units in writing (the "**First Preemptive Rights Notice**") in such amount so that each such Member may retain, after the additional Capital Contribution and issuance of such Additional Units, its same Percentage Interest. The First Preemptive Rights Notice shall set forth the terms of sale (including price and closing date) to be offered to third parties, if any. Each Member, as applicable, shall be entitled to purchase all or a portion of such Additional Units offered to it by notifying the Company in writing within ten (10) Business Days after its receipt of the First Preemptive Rights Notice of its election to purchase Additional Units. Such notice shall specify how many Additional Units such Member elects to purchase. Failure to deliver a written notice to the Company within such ten (10) Business Day period shall be deemed to be a decision not to purchase Additional Units. In the event any Member elects not to purchase or is deemed to elect not to purchase (a "**Rejecting Member**") all or any portion of the Additional Units offered in the First Preemptive Rights Notice and the other Members elected to purchase all (but not less than all) of the Additional Units offered to it in the First Preemptive Rights Notice (the "**Purchasing Members**"), then the Company shall offer in writing (the "**Second Preemptive Rights Notice**") to sell to the Purchasing Members all of such portion of Additional Units that each Rejecting Member failed to purchase (the "**Rejected Units**"). The Second Preemptive Rights Notice shall set forth the same terms of sale (including price) that were offered to each Rejecting Member. The Purchasing Members shall be entitled to purchase all or any portion of the Rejected Units by notifying the Company in writing within five (5) Business Days after its receipt of the Second Preemptive Rights Notice of its election to purchase the Rejected Units. Such notice from a Purchasing Member shall specify how many Rejected Units the Purchasing Member elects to purchase. Failure of a Purchasing Member to deliver a written notice to the Company within such five (5) Business Day period shall be deemed to be a decision not to purchase such Rejected Units. If more than one Purchasing Member elects to purchase Rejected Units, such Purchasing Members shall purchase the Rejected Units on a pro rata basis measured amongst such Purchasing Members and the respective Units held by each such Purchasing Member. The

closing of any such purchase of Additional Units (whether in response to a First Preemptive Rights Notice or a Second Preemptive Rights Notice) shall take place on the first closing date that the Additional Units were to be sold to the Members. Each Member eligible to purchase Additional Units under this Section 3.2(b) shall be entitled to purchase such Additional Units at the most favorable price and on the most favorable terms that such Additional Units are offered. If following the issuance of the First Preemptive Rights Notice and Second Preemptive Rights Notice, an insufficient amount of additional Capital Contributions are made by the Members through their purchases of Additional Units, the Board of Managers by Qualified Majority Vote and a Supermajority Member Consent in accordance with Section 7.3 of this Agreement may authorize the issuance of the Additional Units not otherwise purchased by the Members to a third party on terms no more favorable than the terms offered in the First Preemptive Rights Notice within 90 days of the date of the Second Preemptive Rights Notice. Any Additional Units not purchased within such 90-day period will be subject to the provisions of this Section 3.2(b) upon subsequent issuance. Each Member eligible to purchase Additional Units under this Section 3.2(b) shall have the right to assign such preemptive rights to a Permitted Transferee without the approval of any other Member or the Board of Managers. In no event may any Additional Units be sold to a Prohibited Person pursuant to this Section. Notwithstanding any provisions of this Agreement to the contrary and notwithstanding that Medicinal Green and NYC-GL and/or their respective Permitted Transferees may have consented to the Company's calls for additional Capital Contributions under Section 7.3 of this Agreement, in no event shall (i) the aggregate Percentage Interests of Medicinal Green and its Permitted Transferees be diluted below their respective Percentage Interests as of the Effective Date (except resulting from any such Member's failure to make additional Capital Contributions in the amount equal to their respective Percentage Interests multiplied by the Build-Out Amount in accordance with in Section 3.3 of this Agreement), and (ii) the aggregate Percentage Interests of NYC-GL and its Permitted Transferees be diluted below their respective Percentage Interests as of the Effective Date (except resulting from any such Member's failure to make additional Capital Contributions in the amount equal to their respective Percentage Interests multiplied by the Build-Out Amount in accordance with in Section 3.3 of this Agreement).

**Section 3.3 License Award Capital Contributions.**

After the Effective Date and before the date the New York Medical Marihuana Authorities award a Medical Marihuana License to the Company (the **"License Award Date"**), the Board of Managers by Qualified Majority Vote shall determine how much capital will be required to (i) construct and develop the Facility and the Project, and (ii) provide sufficient amounts of start-up working capital to finance the operations of the Business in accordance with the Operating Budget, which aggregate amounts provided in clauses (i) and (ii) will not exceed Ten Million Dollars ($10,000,000) (the **"Build-Out Amount"**). If the Board of Managers by Qualified Majority Vote determines that obtaining the Project Financing for the Build-Out Amount is not practicable or desired, the Members hereby commit and agree to make, on a pro-rata basis, one or more additional Capital Contributions that in the aggregate will not exceed the Build-Out Amount after the Licensing Date as more fully set forth below. The Board of Managers shall issue notices to the Members to make an additional Capital Contribution in an amount equal to each Member's Percentage Interest multiplied by the Build-Out Amount. Such notice shall only be issued upon the Licensing Date and shall require the Members to make at least one-half of the additional Capital Contribution within thirty (30) days of the Licensing Date

and the remaining balance of the additional Capital Contribution within sixty (60) days of the Licensing Date. If any Member fails to timely make the additional Capital Contribution contemplated by this Section 3.3, such Member shall be deemed to be a Rejecting Member and provisions governing the Second Preemptive Rights Notice in Section 3.2(b) of this Agreement shall apply; provided, however, the Founders may elect to assign in whole or in part the obligation to make the additional Capital Contributions contemplated by this Section 3.3 to GLM Holdings. If the Founders elect to make this assignment, GLM Holdings may elect to raise the underlying capital from the Founders, family members of the Founders, or other third parties so long as such capital is raised on or before the six month anniversary of the Licensing Date and no direct or indirect owner of GLM Holdings is a Prohibited Person; provided, however, the right of GLM Holdings to raise underlying capital by the six month anniversary of the Licensing Date shall not be deemed to be an extension of GLM Holdings' or the Founders' obligation to timely make the additional Capital Contributions within the aforementioned 30-day and 60-day periods following the Licensing Date as provided hereinabove. Furthermore, any purchase of Additional Units pursuant to this Section 3.3 made by GLM Holdings because of this assignment shall only dilute the Percentage Interests of the Founders and no other Members to the extent such Members are not a Rejecting Member, in which case such Rejecting Member's Percentage Interest will become diluted under Section 3.2(b) of this Agreement. This right to grant GLM Holdings the option to purchase Additional Units shall only apply to the additional Capital Contribution for the Build-Out Amount following the License Award Date, and no other additional Capital Contribution. The Lockout provisions set forth in Section 11.1 of this Agreement shall not apply to this Section 3.3.

**Section 3.4 Limitations on Capital Contributions.**

No interest shall accrue on any Capital Contributions and no Member shall have any right to withdraw or to be repaid any Capital Contributions except as provided in this Agreement.

## ARTICLE IV.
## ALLOCATIONS

**Section 4.1 General.** Except as otherwise provided herein, Profits and Losses and, to the extent necessary, individual items of income, gain, loss or deduction of the Company will be allocated among the Capital Accounts of the Members in a manner that as closely as possible gives economic effect to the provisions in Section 5.1, Section 13.2 and the other relevant provisions of this Agreement.

**Section 4.2 Special Allocations.**

The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article IV, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the

Regulations. 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 4.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article IV, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(4) of the Regulations. 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 4.3(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.

(c) Qualified Income Offset. In the event any 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 such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 4.2(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4 have been tentatively made as if this Section 4.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has an Adjusted Capital Account Deficit at the end of any Allocation Year, each such Member shall be specially allocated items of Company income and gain in the amount of such Adjusted Capital Account Deficit as quickly as possible, provided that an allocation pursuant to this Section 4.2(d) 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 Section 4 have been made as if Section 4.2(c) and this Section 4.2(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Members in proportion to their respective Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Allocation Year 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 Section 1.704-2(i)(1) of the Regulations.

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to 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 Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies, or to the Member to whom such distribution was made in the event Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations applies.

(h) Allocations Relating to Taxable Issuance of Company Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of Units by the Company to a Member (the **"Issuance Items"**) shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

**Section 4.3 Curative Allocations.**

The allocations set forth in Sections 4.2 and 4.4 (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 4.3. Therefore, notwithstanding any other provision of this Article IV (other than the Regulatory Allocations), the Board of Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines 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 the Agreement and all Company items were allocated pursuant to Sections 4.1 and 4.2(h) of this Agreement.

**Section 4.4 Loss Limitation.**

Losses allocated pursuant to Section 4.1 of this Agreement shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 4.1 of this Agreement, the limitation set forth in this Section 4.4 shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

**Section 4.5 Other Allocation Rules.**

(a) 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 Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Section 4 and hereby agree to be bound by the provisions of this Article IV in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the **"excess nonrecourse liabilities"** of the Company within the meaning of Section 1.752-3(a)(3) of the Regulations, the Members' interests in Company profits are in proportion to their Percentage Interests.

To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Board of Managers 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.

**Section 4.6 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 the definition of Gross Asset Value) using an allocation method pursuant to the Regulations under Section 704(c) to be determined by the Board of Managers.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, 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.

Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.6 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 provision of this Agreement.

## ARTICLE V.
## NON-LIQUIDATING DISTRIBUTIONS

**Section 5.1 Distributions to Members.**

Subject to (i) Project Financing restrictions, (ii) the Mandatory Tax Distributions described in Section 5.2 of this Agreement, and (iii) to Section 7.3 of this Agreement, Distributable Cash (if any) will be distributed to Members quarterly in accordance with their respective Percentage Interests.

**Section 5.2 Mandatory Tax Distributions.** Subject to any Project Financing restrictions, the Board of Managers shall make Mandatory Tax Distributions (to the extent not prohibited pursuant to an agreement entered into by the Company or otherwise prohibited by Applicable Law) to the Members. All amounts distributed pursuant to this Section 5.2 shall be treated as amounts distributed to the applicable Member pursuant to Section 5.1 and shall reduce amounts otherwise distributable to the applicable Member thereunder.

**Section 5.3 Amounts Withheld.**

All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Members shall be treated as amounts paid or distributed, as the case may be, to the Members with respect to which such amount was withheld pursuant to this Section 5.3 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

**Section 5.4 Limitations on Distributions.**

(a) The Company shall make no distributions to the Members except (i) as provided in this Article V and Article XIII (Dissolution) of this Agreement, or (ii) in accordance with Section 7.3 of this Agreement.

(b) The Company shall not be required to make any distribution to a Member to the extent that it would be prohibited by the Act or otherwise would be in violation of Applicable Law.

(c) The Board of Managers shall have the power to form a Wholly Owned Subsidiary that is a disregarded limited liability company formed under the Act and disregarded for income tax purposes ("**OpCo**") to operate the Business or hold Company Assets in which event, actions of the Board of Managers shall be actions on behalf of the Company as the sole member of OpCo. For purposes of determining amounts of Distributable Cash and making distributions to the Members under this Agreement, OpCo shall be treated as a disregarded entity.

## ARTICLE VI.
## MANAGEMENT

**Section 6.1 Board of Managers.**

(a) Subject to the provisions of Section 7.3 of this Agreement, the business and affairs of the Company shall be managed by a Board of Managers consisting of individuals appointed in accordance with the terms of this Agreement (the **"Board of Managers"** or **"Managers"**), who may exercise all of the powers of the Company except as otherwise required by Applicable Law or this Agreement. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Board of Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the Company as may be reasonably necessary for performance of his or her duties hereunder. The Board of Managers shall be solely responsible for the management of the Company, and shall have the right and full, complete and exclusive power and authority to manage, direct, and control all of the business and affairs of the Company, to transact business on its behalf, and to sign for it or on its behalf or otherwise to bind the Company with respect to the Project Financing and other Debt to the extent such Debt is provided for in the Operating Budget, except as otherwise expressly provided in this Agreement. No Member or group of Members, in the capacity of member or members, shall have the power or authority to sign for or on behalf of the Company, or otherwise to bind the Company. No Member, in the capacity of member, shall participate to any degree in or exercise any control over the affairs or the management of the Company except as expressly set forth in this Agreement.

(b) In the management of the Company, the Board of Managers shall have the power to delegate authority to such committees of officers, employees, agents or representatives of the Company as it may from time to time deem appropriate, in its sole discretion. Unless a Qualified Majority Vote of the Board and a Supermajority Member Consent provides otherwise, any officer of the Company must also be a Manager, and any such officer shall be subject to the authority of the Board of Managers and the provisions of this Article VI.

**Section 6.2 Number, Qualification and Appointment of Managers.**

The Board of Managers shall at all times be composed of SEVEN (7) individuals, with ONE (1) of the Managers designated by Medicinal Green and ONE (1) of the Managers designated by NYC-GL and the remaining FIVE (5) of the Managers designated by the Founders and GLM Holdings. The initial Managers appointed by the Founders and GLM Holdings are: John M. Odenbach, Jr. as Chairman of the Board of Managers and the Chief Executive Officer; Kurt B. Odenbach as President; John B. Odenbach as Vice President, Treasurer, Chief Operating Officer; Alex B. Odenbach as Vice President; and Timothy J. Dollinger as Secretary, Chief Retail & Branding Officer. The Manager appointed by Medicinal Green shall be the President of Medicinal Green ex officio or his or her designee. The Manager appointed by NYC-GL shall be Donald Capoccia.

Managers and officers shall hold office until their respective successors are elected or appointed and qualify to hold such role or office in accordance with the Medical Marihuana Law,

or until his or her earlier death, resignation or removal. A Manager may only be removed without cause only by the Member or Members (or a transferee of any such Member who appointed a Manager in accordance with the terms of this Agreement if such transferor Member has also transferred the right to appoint a Manager to such transferee) who appointed such Manager or automatically upon a Transfer of all of such Member's Units and corresponding withdrawal from the Company. Similarly, any vacancies may be filled only by appointment of such Member or Members (or transferee of any such Member who appointed a Manager in accordance with the terms of this Agreement if such transferor Member has also transferred the right to appoint a Manager to such transferee) who appointed the Manager whose seat is vacant on the Board of Managers, or if such Member has withdrawn from the Company, by the Board of Managers. No replacement Manager shall be a Prohibited Person and shall be subject to approval of the New York Medical Marihuana Authorities to the extent required by the Medical Marihuana Law.

**Section 6.3 Authority of the Board of Managers.**

(a) Subject to the terms and conditions set forth in the Act, the Board of Managers shall cause the Company to conduct its business and operations separate and apart from that of any Member or Manager or any of their Affiliates or Subject Groups (as defined below), including (i) segregating Company Assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member or Manager or any of their Affiliates or Subject Groups, (ii) maintaining separate books and financial records of the Company and observing all Company procedures and formalities, (iii) causing the Company to pay its liabilities from Company Assets, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity. The provisions of this Section 6.3(a) shall also apply in the event the Company elects to form OpCo or any other Wholly Owned Subsidiary.

(b) The Board of Managers shall take such actions which it believes may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members. In accordance with and to the fullest extent permitted by the Act and other Applicable Law, the Managers shall have no fiduciary duties or liabilities or implied fiduciary duties or liabilities to the Company, any Member, or any other third party, whether or not those duties or liabilities otherwise arise or exist in law, in equity or under the Act, and shall not be obligated to take into account the interests of the Company or any Member other than the Member that designated such Manager, and each Member hereby expressly waives any such duties or liabilities for the Board of Managers; provided, however, that this Section 6.3(b) does not eliminate the liability of a Manager for a breach of the covenant of good faith as that phrase has been interpreted by New York State courts under Section 409(a) of the Act (**"Good Faith Covenant"**) to the extent waiver thereof is not enforceable under Applicable Law.

**Section 6.4 Meetings and Actions**

(a) The Board of Managers shall meet at least quarterly at the principal offices of the Company or at such other place as may be agreed upon from time to time by the Board of

Managers (unless such meeting shall be waived by all of the Board of Managers) or upon the request of any Manager upon five (5) Business Days' notice to all other Managers in writing or by telephone, facsimile or electronic transmission. Meetings may be held by telephone or by use of any other means of communication by which all Managers participating in the meeting may simultaneously hear or speak with each other. Any Manager may waive notice of a meeting in writing. A Manager's waiver of notice is effective whether given before, at or after the meeting, and whether given in writing or by attendance at such meeting. A Manager's attendance at a meeting constitutes a waiver of notice of such meeting, unless such Manager objects at the beginning of the meeting to the transaction of business on the grounds that the meeting is not lawfully convened and does not participate in the meeting.

(b) No action may be taken at a meeting unless a quorum of at least six (6) Managers is present.

(c) Any action to be taken by the Board of Managers may be taken without a meeting if consents in writing setting forth the action so taken are signed by the entire Board of Managers.

(d) Each Manager shall be entitled to cast one vote with respect to any decision made by the Board of Managers and, except where a Qualified Majority Vote of the Board is expressly required by the terms of this Agreement, any action to be taken by the Board of Managers shall require affirmative votes of a majority of the Managers.

(e) Notwithstanding any provisions of this Agreement to the contrary, the following actions may not be taken or authorized by the Board of Managers without the approval of a Qualified Majority Vote of the Board:

(i) Consenting to a Permitted Transfer pursuant to the terms of Section 11.3 of this Agreement, determining a Purchase Offer is a bona fide offer pursuant to the terms of Section 11.4(a) of this Agreement, or admitting a substitute Member pursuant to the terms of Section 11.8 of this Agreement; or

(ii) Any change in location of the Facility or any dispensary of the Project.

**Section 6.5 Third Party Reliance.** Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Board of Managers and any officer appointed by the Board of Managers.

**Section 6.6 Fees to the Board of Managers.** Except as expressly provided in this Agreement, no Manager, in his or her capacity as a member of the Board of Managers, shall be entitled to any fees for services rendered for or on behalf of the Company. The Company shall reimburse the out-of-pocket expenses incurred by any Manager in connection with performing his or her duties as a member of the Board of Managers. To the extent a Manager is appointed as an officer of the Company, the Manager in his capacity as an officer shall be entitled to receive compensation from the Company so long as such compensation is specifically set forth in the Operating Budget for the applicable fiscal year. The compensation of any officer or employee that is also a Member or Manager, or affiliated with or related to a Member or Manager, shall require the affirmative consent of a Qualified Majority Vote of the Board on an annual basis.

**Section 6.7 Performance of Duties; Liability of Managers.**

To the fullest extent permitted by Applicable Law, the Board of Managers shall not be liable to the Company or any Member for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by the Board of Managers in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Board of Managers by this Agreement, except that a Manager may be liable for any loss, damage, or claim incurred by reason of any Indemnification Exception. Except as expressly provided under the Act or this Agreement, a Manager is not liable for the Company's Debts, obligations or liabilities.

**Section 6.8 Indemnification of the Board of Managers.**

(a) Unless otherwise provided in Section 6.8(e) of this Agreement, the Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Assets) shall, to the fullest extent permitted by the Act and other Applicable Law, indemnify, save harmless, and pay all judgments and claims against any Manager relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Manager in connection with the business of the Company, including reasonable attorneys' fees incurred by the Manager in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred; provided that the Manager is not entitled to indemnification hereunder for any loss, damage, or claim incurred by the Manager by reason of any Indemnification Exception. Any indemnity under this Section 6.8 by the Company must be provided out of and to the extent of Company Assets only; the Members have no personal liability on account of the indemnity under this Section 6.8.

(b) Unless otherwise provided in Section 6.8(e) of this Agreement, in the event of any action by a Member against any Manager, including a Company derivative suit, the Company shall indemnify, save harmless, and pay all expenses of the Board of Managers, including reasonable attorneys' fees incurred in the defense of such action.

(c) Unless otherwise provided in Section 6.8(e) of this Agreement, the Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of each Manager, if for the benefit of the Company and in accordance with this Agreement said Manager, in his capacity as a Manager, makes any deposit or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the affirmative action of the Board of Managers and suffers any financial loss as the result of such action.

(d) To the fullest extent permitted by Applicable Law, expenses (including reasonable legal fees) incurred by any Manager defending any claim, demand, action, suit, or proceeding must, from time to time, be advanced by the Company before the final disposition of that claim, demand, action, suit, or proceeding upon receipt by the Company of (i) a written affirmation by the Manager of his or her good faith belief that he or she met the standard of conduct necessary for indemnification by the Company, and (ii) a written undertaking by or on behalf of the Manager to repay that amount if it is later determined that the Manager is not

entitled to be indemnified as authorized in this Section 6.8. The Manager may select its own legal counsel.

(e) Notwithstanding the provisions of Sections 6.8(a), 6.8(b), 6.8(c) and 6.8(d) above, such Sections shall be enforced only to the maximum extent permitted by Applicable Law and no Manager shall be indemnified from any liability resulting from such Manager's breach (whether in his capacity as a Manager or officer of the Company) of the Good Faith Covenant, material breach of this Agreement, fraud, willful misconduct, gross negligence or his or her knowing violation of the law which was material to the cause of action or acts outside the scope of its authorization from the Company (each, an **"Indemnification Exception"**).

(f) The obligations of the Company set forth in this Section 6.8 are expressly intended to create third party beneficiary rights of each Manager, and any Member is authorized, on behalf of the Company, to give written confirmation to each Manager of the existence and extent of the Company's obligations to such Manager hereunder.

(g) The foregoing provisions in this Section 6.8 shall survive any termination of the Agreement.

**Section 6.9 Insurance.**

The Company has the power to purchase and maintain insurance for the Board of Managers and any Person who is or was an agent of the Company against any liability asserted against that Person and incurred by that Person in any such capacity, or arising out of that Person's status as an agent.

## ARTICLE VII.
## MEMBERS

**Section 7.1 Rights or Powers.**

The Founders, GLM Holdings, Medicinal Green and NYC-GL shall be the initial Members of the Company under the terms of this Agreement. No other Person may become a Member except pursuant to an issuance of Additional Units or a Transfer of Units specifically permitted under and effected in compliance with this Agreement. Except for voting rights as set forth in this Agreement, the Members shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

**Section 7.2 Voting Rights.**

Members will have the right to vote in accordance with their pro rata share of all issued and outstanding Units; provided however that no Member has any voting right except with respect to those matters specifically reserved for a Member vote which are set forth in this Agreement and as required in the Act.

**Section 7.3 Required Member Approvals.**

Notwithstanding any provision of this Agreement to the contrary, the following actions may not be taken by the Company (whether by the Board of Managers, or otherwise) without the approval of both the Qualified Majority Vote of the Board of Managers and Supermajority Member Consent:

(a) Amendment of the Articles of Organization of the Company;

(b) Amendment of this Agreement, except as provided in Sections 2.2, 3.1 or 10.1 of this Agreement;

(c) Changing the number of Managers sitting on the Board from that number set forth in Section 6.2 above;

(d) Any establishment of committees of the Board of Managers or committees of officers and the appointment and removal of members thereof;

(e) Any change in or extension of the primary business of the Company;

(f) Dissolution of the Company, except to the extent required by Applicable Law or as specifically provided in Article XIII;

(g) The material modification or termination of the Consulting Agreement;

(h) Approval of the Operating Budget by line item; provided, however, if any particular line item of the Operating Budget does not secure an affirmative Qualified Majority Vote of the Board and the Supermajority Member Consent, the amount of such line item last approved by an affirmative Qualified Majority Vote of the Board and Supermajority Member Consent shall be inserted in its place for purposes of approving the new Operating Budget;

(i) Determination that additional Capital Contributions are required by the Company to conduct the Business in accordance with Section 3.2(a) and/or Section 3.3 of this Agreement;

(j) Capital expenditures in excess of $50,000 and other expenditures in excess of $25,000, in each case to the extent such expenditures are not set forth in the Operating Budget;

(k) Issuance of any equity or ownership interests (including convertible interests) in the Company, including any Additional Units, to any third party or the Members if such issuance will alter the Percentage Interests of the Members to the extent otherwise provided in this Agreement;

(l) Any public offering of securities of the Company;

(m) Any sale or Transfer of the Facility, the Project or significant portions thereof;

(n) Any transfer of a Member's right to appoint a Manager to the Board of Managers;

(o) The voluntary sale, transfer or other disposition by the Company of the Medical Marihuana License to a third party (to the extent permitted by Applicable Law or the New York Medical Marihuana Authorities);

(p) A decision not to renew the Medical Marihuana License at the end of the term of such license under the Medical Marihuana Law (for the avoidance of doubt, no Member or Manager will have an obligation to make commitments or contribute funds to obtain the renewal of the Medical Marihuana License);

(q) Financing any Debt of the Company or pledging any Company Assets to secure such Debt;

(r) Any investment in, or acquisition of (including, without limitation, by merger, consolidation, equity acquisition, asset acquisition, partnership, joint venture or other form of business combination), any other business or any asset other than OpCo or other Wholly Owned Subsidiary of the Company;

(s) The initiation or settlement of any legal proceedings on behalf of the Company;

(t) The entering into any agreement or transaction by the Company, on the one hand, and any Member, any Manager or any Affiliate of any Member or any Manager, on the other hand;

(u) The distribution of Distributable Cash to Members; or

(v) The commencement of any Bankruptcy proceeding for the Company or admitting the material allegations of a petition filed against the Company in any Bankruptcy proceedings.

**Section 7.4 Withdrawal/Resignation.**

Except as provided herein, no Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company. No Member has the right to receive Company Assets other than cash, except as may be specifically provided herein.

**Section 7.5 Member Compensation.**

No Member shall receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise expressly provided in this Agreement.

**Section 7.6 Member's Liability.**

No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the Debts or any other obligations or liabilities of the Company except as provided in the Act.

**Section 7.7 Partition.**

Each Member agrees and waives its right to have any Company Asset partitioned, or to file a complaint or institute any suit, action or proceeding at law or in equity to have any Company Asset partitioned, and each Member, on behalf of itself, its successors and its assigns.

**Section 7.8 Transactions Between a Member and the Company.**

Except as otherwise provided herein and under Applicable Law and subject to the terms and conditions of this Agreement (including, without limitation, Section 7.3), any Member or Manager may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member, provided that any such transaction shall be made on terms and conditions which are no less favorable to the Company than if the transaction had been made with an independent third party. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

**Section 7.9 Other Instruments.**

Each Member hereby agrees to execute and deliver to the Company within ten (10) Business Days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments (in each case, in a form reasonably acceptable to such Member) and to take such other action as the Board of Managers deems reasonably necessary, useful or appropriate to comply with any laws, rules or regulations or directives of the Department of Health as may be necessary to enable the Company or the Board of Managers to fulfill its responsibilities under this Agreement.

## ARTICLE VIII.
## PROJECT CONSTRUCTION AND FINANCING

**Section 8.1 Facility and Project Development.**

After the issuance of the Medical Marihuana License to the Company, the Company intends to acquire, own, develop, construct and operate a Medical Marihuana growing and processing facility that will house the Company's Medical Marihuana Activities and comply with the provisions of Section 3364(18) of the New York Public Health Law (the **"Facility"**) and up to four (4) Medical Marihuana dispensaries (together with the Facility, the **"Project"**). The Board of Managers shall determine the location, final design and operational parameters of the Facility and the Project. In performing its obligation under this Section 8.1, the Board of

Managers shall comply with the terms of the Medical Marihuana Law, the guidance of the New York Medical Marihuana Authorities, and rely on the services to be provided to the Company under the terms of the Consulting Agreement.

**Section 8.2 Project Financing.**

To the extent permitted by Applicable Law, the development of the Project shall be financed by the Project Financing on terms reasonably negotiated and secured by the Company. The Members hereby acknowledge that the Company may be subject to certain financing and banking restrictions applicable to Persons operating a business such as the Business, and as such, the terms of the Project Financing may be different than those otherwise available through commercial banking institutions or prohibitively expensive. Nonetheless, the Board of Managers are empowered and authorized to negotiate, enter into, execute and perform obligations relating to securing the Project Financing. The Members further acknowledge the Project Financing may include executing and delivering on behalf of the Company, OpCo or other Wholly Owned Subsidiary, deeds, leases, mortgages, deeds to secure Debt, mortgage notes, promissory notes, bills of sale, security agreements, pledges, Debt securities, other negotiable instruments or securities, or otherwise commit the credit of the Company. Although the Members are not obligated to make additional Capital Contributions under the terms of this Agreement, the Members further acknowledge that if the Company is unable to secure the Project Financing on reasonable terms as determined by the Board of Managers by Qualified Majority Vote, the acquisition, construction and development of the Project may be financed through additional Capital Contributions not to exceed the Build-Out Amount in accordance with Section 3.3 of this Agreement.

## ARTICLE IX.
## REPRESENTATIONS, WARRANTIES AND COVENANTS

The Members make the representations, warranties and covenants set forth below; all such warranties and representations are true and correct as of the Effective Date and shall survive the execution of this Agreement.

**Section 9.1 Medicinal Green hereby represents and warrants as follows:**

(a) Due Incorporation or Formation; Due Execution and Authorization of Agreement. Medicinal Green is a limited liability company, duly formed, validly existing and in good standing under the laws of New York; has the company power and authority to own its property and carry on its business as owned and carried on at the Effective Date and as contemplated by this Agreement; is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder; and has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or company action. This Agreement constitutes the legal, valid, and binding obligation of Medicinal Green except as limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general

principles of equity, regardless of whether considered in a proceeding at law or in equity and subject to applicable Medical Marihuana Law.

(b) No Conflict. Neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, has resulted or will result in any material violation of, or default under, the charter documents of Medicinal Green or any indenture, trust agreement, mortgage or other agreement or any permit, judgment, decree or order to which Medicinal Green is a party or by which it is bound, and to Medicinal Green's knowledge, there is no default and no event or omission has occurred which, with the passage of time or the giving of notice or both, would constitute a default on the part of Medicinal Green under this Agreement.

(c) No Material Litigation. There is no material civil, criminal or administrative action, suit, claim, hearing, investigation or proceeding pending or threatened in writing against Medicinal Green in any court, by any governmental entity or before any arbitrator or other tribunal.

(d) License, Approvals, etc. To Medicinal Green's knowledge, as of the Effective Date, there are no facts in respect of Medicinal Green that if known to any New York Medical Marihuana Authority would (i) be reasonably likely to result in the denial, revocation, limitation, or suspension of a Medical Marihuana License, or (ii) result in a negative outcome to any finding of suitability proceedings currently pending, or under the suitability proceedings in connection with the Company's ability to conduct Medical Marihuana Activities in New York State.

(e) Investigation; Investment Purpose. Medicinal Green is acquiring its Units based upon its own expertise, analysis and investigation of the Company and its proposed business plan; such acquisition of Units is being made for its own account for investment purposes only, and not with a view to the resale or distribution thereof. Medicinal Green acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by Medicinal Green without appropriate registration or the availability of an exemption from these requirements. Medicinal Green is a sophisticated investor possessing an expertise in analyzing the benefits and risks associated with acquiring investments that are similar to the acquisition of the Units.

(f) Unit Purchase Representations and Warranties.

(i) Through its Capital Contribution, Medicinal Green is purchasing the Units with its own funds and not with the funds of any other Person, for its own account and not for the account of any other person, with the intention of holding the Units for investment over an extended period of time (as evidenced by the Lockout Period), with no present intention of either (A) dividing, or allowing others to participate in its purchase of the Units, or (B) reselling such Units. Medicinal Green understands that the Units have not been registered under the Securities Act of 1933 or under any state securities law in reliance on representations contained in this Section 9.1(f).

(ii) Medicinal Green understands that an investment in the Units is highly speculative, and that the Business is contingent on the Company getting issued a Medical

Marihuana License, and Medicinal Green's (or its Affiliates or Subject Group) financial condition is such that it is not under any present necessity or constraint to dispose of the Units to satisfy and existing or contemplated Debt. Medicinal Green further understands and acknowledges that it must bear the economic risk of investment in the Company for an indefinite period of time.

(iii) Medicinal Green is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, and Medicinal Green's commitment to all speculative investments is reasonable in relation to its net worth.

(iv) Medicinal Green understands and acknowledges that adverse market, economic, regulatory or legislative events may occur that could lead to partial or total failure of the Company, resulting in a partial or total loss of Medicinal Green's Capital Contributions to the Company. Medicinal Green further understands and acknowledges that as of the Effective Date, Medical Marihuana is a "Schedule I" controlled substance under the Federal Controlled Substances Act (21 USC §812(c)), and as such, the Company and/or Affiliates of the Company, the Managers, the Members, and other related parties could become subject to potential federal enforcement actions, including the seizure of property.

(v) Medicinal Green has kept and will continue to keep all information disclosed in connection with the Company and the Business in strict confidence, and Medicinal Green agrees only to disclose such information to its accountants, attorneys or other professional advisors to the extent necessary to evaluate its purchase of the Units.

**Section 9.2 NYC-GL hereby represents and warrants as follows:**

(a) Due Incorporation or Formation; Due Execution and Authorization of Agreement. NYC-GL is a limited liability company, duly formed, validly existing and in good standing under the laws of New York; has the company power and authority to own its property and carry on its business as owned and carried on at the Effective Date and as contemplated by this Agreement; is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder; and has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or company action. This Agreement constitutes the legal, valid, and binding obligation of NYC-GL except as limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding at law or in equity and subject to applicable Medical Marihuana Law.

(b) No Conflict. Neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, has resulted or will result in any material violation of, or default under, the charter documents of NYC-GL or any indenture, trust agreement, mortgage or other agreement or any permit, judgment, decree or order to which NYC-GL is a party or by which it is bound, and to NYC-GL's knowledge, there is no default and no event or

omission has occurred which, with the passage of time or the giving of notice or both, would constitute a default on the part of NYC-GL under this Agreement.

(c) No Material Litigation. There is no material civil, criminal or administrative action, suit, claim, hearing, investigation or proceeding pending or threatened in writing against NYC-GL in any court, by any governmental entity or before any arbitrator or other tribunal.

(d) License, Approvals, etc. To NYC-GL's knowledge, as of the Effective Date, there are no facts in respect of NYC-GL that if known to any New York Medical Marihuana Authority would (i) be reasonably likely to result in the denial, revocation, limitation, or suspension of a Medical Marihuana License, or (2) result in a negative outcome to any finding of suitability proceedings currently pending, or under the suitability proceedings in connection with the Company's ability to conduct Medical Marihuana Activities in New York State.

(e) Investigation; Investment Purpose. NYC-GL is acquiring its Units based upon its own expertise, analysis and investigation of the Company and its proposed business plan; such acquisition of Units is being made for its own account for investment purposes only, and not with a view to the resale or distribution thereof. NYC-GL acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by NYC-GL without appropriate registration or the availability of an exemption from these requirements. NYC-GL is a sophisticated investor possessing an expertise in analyzing the benefits and risks associated with acquiring investments that are similar to the acquisition of the Units.

(f) Unit Purchase Representations and Warranties.

(i) Through its Capital Contribution, NYC-GL is purchasing the Units with its own funds and not with the funds of any other Person, for its own account and not for the account of any other person, with the intention of holding the Units for investment over an extended period of time (as evidenced by the Lockout Period), with no present intention of either (A) dividing, or allowing others to participate in its purchase of the Units, or (B) reselling such Units. NYC-GL understands that the Units have not been registered under the Securities Act of 1933 or under any state securities law in reliance on representations contained in this Section 9.1(f).

(ii) NYC-GL understands that an investment in the Units is highly speculative, and that the Business is contingent on the Company getting issued a Medical Marihuana License, and NYC-GL's (or its Affiliates or Subject Group) financial condition is such that it is not under any present necessity or constraint to dispose of the Units to satisfy and existing or contemplated Debt. NYC-GL further understands and acknowledges that it must bear the economic risk of investment in the Company for an indefinite period of time.

(iii) NYC-GL is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, and NYC-GL's commitment to all speculative investments is reasonable in relation to its net worth.

(iv) NYC-GL understands and acknowledges that adverse market, economic, regulatory or legislative events may occur that could lead to partial or total failure of the Company, resulting in a partial or total loss of NYC-GL's Capital Contributions to the Company. NYC-GL further understands and acknowledges that as of the Effective Date, Medical Marihuana is a "Schedule I" controlled substance under the Federal Controlled Substances Act (21 USC §812(c)), and as such, the Company and/or Affiliates of the Company, the Managers, the Members, and other related parties could become subject to potential federal enforcement actions, including the seizure of property

(v) NYC-GL has kept and will continue to keep all information disclosed in connection with the Company and the Business in strict confidence, and NYC-GL agrees only to disclose such information to its accountants, attorneys or other professional advisors to the extent necessary to evaluate its purchase of the Units.

**Section 9.3 GLM Holdings hereby represents and warrants as follows:**

(a) Due Incorporation or Formation; Due Execution and Authorization of Agreement. GLM Holdings is a limited liability company, duly formed, validly existing and in good standing under the laws of New York; has the company power and authority to own its property and carry on its business as owned and carried on at the Effective Date and as contemplated by this Agreement; is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder; and has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or company action. This Agreement constitutes the legal, valid, and binding obligation of GLM Holdings except as limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding at law or in equity and subject to applicable Medical Marihuana Law.

(b) No Conflict. Neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, has resulted or will result in any material violation of, or default under, the charter documents of GLM Holdings or any indenture, trust agreement, mortgage or other agreement or any permit, judgment, decree or order to which GLM Holdings is a party or by which it is bound, and to GLM Holdings's knowledge, there is no default and no event or omission has occurred which, with the passage of time or the giving of notice or both, would constitute a default on the part of GLM Holdings under this Agreement.

(c) No Material Litigation. There is no material civil, criminal or administrative action, suit, claim, hearing, investigation or proceeding pending or threatened in writing against GLM Holdings in any court, by any governmental entity or before any arbitrator or other tribunal.

(d) License, Approvals, etc. To GLM Holdings's knowledge, as of the Effective Date, there are no facts in respect of GLM Holdings that if known to any New York

Medical Marihuana Authority would (i) be reasonably likely to result in the denial, revocation, limitation, or suspension of a Medical Marihuana License, or (2) result in a negative outcome to any finding of suitability proceedings currently pending, or under the suitability proceedings in connection with the Company's ability to conduct Medical Marihuana Activities in New York State.

(e) Investigation; Investment Purpose. GLM Holdings is acquiring its Units based upon its own expertise, analysis and investigation of the Company and its proposed business plan; such acquisition of Units is being made for its own account for investment purposes only, and not with a view to the resale or distribution thereof. GLM Holdings acknowledges that the Units have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by GLM Holdings without appropriate registration or the availability of an exemption from these requirements. GLM Holdings is a sophisticated investor possessing an expertise in analyzing the benefits and risks associated with acquiring investments that are similar to the acquisition of the Units.

(f) Unit Purchase Representations and Warranties.

(vi) Through its Capital Contribution, GLM Holdings is purchasing the Units with its own funds and not with the funds of any other Person, for its own account and not for the account of any other person, with the intention of holding the Units for investment over an extended period of time (as evidenced by the Lockout Period), with no present intention of either (A) dividing, or allowing others to participate in its purchase of the Units, or (B) reselling such Units. GLM Holdings understands that the Units have not been registered under the Securities Act of 1933 or under any state securities law in reliance on representations contained in this Section 9.1(f).

(vii) GLM Holdings understands that an investment in the Units is highly speculative, and that the Business is contingent on the Company getting issued a Medical Marihuana License, and GLM Holdings's (or its Affiliates or Subject Group) financial condition is such that it is not under any present necessity or constraint to dispose of the Units to satisfy and existing or contemplated Debt. GLM Holdings further understands and acknowledges that it must bear the economic risk of investment in the Company for an indefinite period of time.

(viii) GLM Holdings is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, and GLM Holdings's commitment to all speculative investments is reasonable in relation to its net worth.

(ix) GLM Holdings understands and acknowledges that adverse market, economic, regulatory or legislative events may occur that could lead to partial or total failure of the Company, resulting in a partial or total loss of GLM Holdings's Capital Contributions to the Company. GLM Holdings further understands and acknowledges that as of the Effective Date, Medical Marihuana is a "Schedule I" controlled substance under the Federal Controlled Substances Act (21 USC §812(c)), and as such, the Company and/or Affiliates of the Company, the Managers, the Members, and other related parties could become subject to potential federal enforcement actions, including the seizure of property

(v) NYC-GL has kept and will continue to keep all information disclosed in connection with the Company and the Business in strict confidence, and NYC-GL agrees only to disclose such information to its accountants, attorneys or other professional advisors to the extent necessary to evaluate its purchase of the Units

**Section 9.4 Tax Matters.**

(a) Tax Elections. The Board of Managers shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes including, without limitation, any election, if permitted by Applicable Law: (i) to adjust the basis of Property pursuant to Code Sections 754, 734(b) and 743(b), or comparable provisions of state, local or foreign law, in connection with Transfers of Units and Company distributions; (ii) with the consent of all of the Members, to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iii) to the extent provided in Code Sections 6221 through 6231 and similar provisions of federal, state, local, or foreign law, to represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacities as Members, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members. Kurt B. Odenbach is specifically authorized to act as the **"Tax Matters Partner"** under the Code and in any similar capacity under state or local law.

(b) Income Tax Returns. As soon as practicable, but in any event no later than ninety (90) days after the end of the Company's taxable year, the Board of Managers shall cause to be prepared and distributed to each Member all information necessary for the preparation of such Member's U.S. federal and state income tax returns, including a statement showing such Member's share of income, gains, losses, deductions and credits for such year for U.S. federal and state income tax purposes and the amount of any distributions made to or for the account of such Member pursuant to this Agreement.

(c) Tax Returns. The Board of Managers, at the expense of the Company, shall prepare or cause the Company accountants to prepare all income and other tax returns of the Company, which returns shall be sent to the Members within ninety (90) days after the end of each Allocation Year, and cause the same to be filed in a timely manner. The Board of Managers shall cause to be furnished to each Member a copy of each such return after it has been filed, together with any schedules or other information which each Member may require in connection with such Member's own tax affairs. Each Member shall, in its respective income tax return and other statements filed with the Internal Revenue Service or other taxing authority, report taxable income in accordance with the provisions of this Agreement.

(d) Accounting Method. The accounting method for both book and tax purposes shall be the cash method, unless another permissible method is selected by the Board of Managers.

**Section 9.5 Bank Accounts.**

The Board of Managers shall make diligent efforts to open and maintain one or more accounts in one or more banks, credit unions, or other financial institutions, which accounts shall be used for the payment of expenses incurred in connection with the Business, and in which shall be deposited any and all cash receipts of the Company, except as may be required by the Project Financing, other Debt agreements or the New York Medical Marihuana Authorities. All such accounts shall be and remain the property of the Company and shall be received, held and disbursed by the Board of Managers for the purposes specified in this Agreement. There shall not be deposited in any of such accounts any funds other than funds belonging to the Company, and no other funds (of OpCo or otherwise) shall be commingled with such funds.

**Section 9.6 Funding Availability.** All Members shall provide evidence of funding availability (whether through the Member, its Affiliate or Subject Group, or a third party) to the Company in all events in a timely manner if a request for funding availability is received from any of the New York Medical Marihuana Authorities for any reason, or officials reviewing the Company's Medical Marihuana License application or renewal.

## ARTICLE X.
## AMENDMENTS

**Section 10.1 Amendments.**

(a) Except as set forth in Section 2.2 and this Section 10.1, this Agreement may only be amended with the Qualified Majority Vote of the Board of Managers and the Supermajority Member Consent.

(b) The Board of Managers shall have the power to amend this Agreement without the Qualified Majority Vote and Supermajority Member Consent as may be required to facilitate or implement any of the following purposes:

(i) to correct any errors or omissions, to cure any ambiguity, or to cure any provision that may be inconsistent with any other provision of this Agreement;

(ii) to reflect the issuance of Additional Units or the admission, substitution, termination, or withdrawal of Members in accordance with this Agreement, including to amend the terms of Exhibit A, all to the extent expressly permitted by this Agreement; or

(iii) to satisfy any requirements, conditions, or guidelines contained in any order, directive, opinion, ruling or regulation of a federal, state or local agency, including the New York Medical Marihuana Authorities, or contained in federal, state or local law, including any Medical Marihuana Law.

## ARTICLE XI.
## TRANSFERS

**Section 11.1 Restrictions on Transfers.**

Except as otherwise provided in Section 3.3 of this Agreement, prior to the third (3rd) anniversary of the Licensing Date (the **"Lockout Period"**), no Member may Transfer all or any

of its Units to any Person. Following the Lockout Period, a Member may only Transfer all or any of its Units to the extent expressly provided in this Agreement and subject to and in accordance with the terms of this Agreement. Any purported Transfer in violation of the Agreement is void and ineffectual, and it will not operate to Transfer any right, title, or interest in the Company or a Member to the purported transferee. Notwithstanding anything to the contrary in this Agreement, in no event may a Transfer or Permitted Transfer be made to a Prohibited Person, and any such Transfer is void and ineffectual *ab initio*.

**Section 11.2 Permitted Transfers.**

Notwithstanding Section 11.1 above, subject to the conditions and restrictions set forth in Section 11.3 of this Agreement and without any obligation to comply with Sections 11.4 (right of first refusal) or 11.5 (tag along) of this Agreement, (i) a Member may Transfer all or any portion of its Units or (ii) a Person owning a direct or indirect equity interest in a Member (an **"Upper Tier Interest"**) may Transfer such Units or Upper Tier Interest upon prior written notice to the Board of Managers to a Permitted Transferee; provided, however, that any proposed Transfer of Units or Upper Tier Interest to a Permitted Transferee shall not close until the appropriate New York Medical Marihuana Authorities approve or consent to such Transfer in accordance with the terms of the Medical Marihuana Law. The Transfers permitted by this Section 11.2 and/or made in accordance with Section 11.4, provided they comply with the conditions stated in Section 11.3, shall constitute **"Permitted Transfers"**.

**Section 11.3 Conditions to Permitted Transfers.**

A Transfer of Units shall not be treated as a Permitted Transfer under Section 11.2 or 11.4 of this Agreement unless and until the following conditions set forth in subparagraphs (a) – (c) are satisfied:

(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, which shall include this Agreement. In all cases, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) If requested by the Board of Managers, either (a) such Units shall be registered under the Securities Act of 1933 and any applicable state securities laws, or (b) the transferor shall provide an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Board of Managers, to the effect that such Transfer is exempt from all applicable registration requirements; that such Transfer will not violate any Applicable Law regulating the Transfer of securities; and that such Transfer has been approved by applicable New York Medical Marihuana Authorities to the extent required by the Medical Marihuana Law.

(c) The Board of Managers by a Qualified Majority Vote has determined the transferee is not a Prohibited Person.

(d) With respect to Permitted Transfers of any Units or Upper Tier Interests, any such Permitted Transfer shall remain subject to the Company's reservation set forth in Section 11.6(b) of this Agreement.

**Section 11.4 Right of First Refusal.**

In addition to the other limitations and restrictions set forth in this Article XI, except as permitted by Section 11.2 of this Agreement, no Member shall Transfer any or all of its Units unless such Member that desires, intends or proposes to Transfer any or all of its Units (the **"Offered Units"**) to another Person (the **"Transferring Member"**) first offers to sell the Offered Units pursuant to the terms of this Section 11.4.

(a) Limitation on Transfers. No Transfer may be made under this Section 11.4 unless the Transferring Member has received in the determination by a Qualified Majority Vote of the Board, which determination shall not be unreasonably withheld or delayed, a bona fide written offer to purchase the Offered Units (the **"Purchase Offer"**) from a Person proposing to purchase the Offered Units (the **"Purchaser"**) for a purchase price (the **"Offer Price"**) denominated and payable in United States dollars at closing or according to specified terms, with or without interest. The Purchase Offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the Business Day following the end of the Offer Period.

(b) Offer Notice. Prior to making any Transfer that is subject to the terms of this Section 11.4, the Transferring Member shall give to the Company and the other Members written notice (the **"Offer Notice"**), which shall include a copy of the Purchase Offer and an offer to sell the Offered Units to the other Members (the **"Offeree"**) a pro rata share of the Offered Units based on the relative Percentage Interests of the Offerees for the Offer Price (the **"Firm Offer"**), payable according to the same terms as (or more favorable terms than) those contained in the Purchase Offer.

(c) Offer Period. The Firm Offer shall be irrevocable for a period (the **"Offer Period"**) ending at 11:59 P.M., New York time, on the thirtieth (30th) calendar day following the date of delivery of the Offer Notice.

(d) Acceptance of Firm Offer. At any time during the Offer Period, the Offerees may accept the Firm Offer by giving written notice of such acceptance for their respective share of the Offered Units to the Transferring Member and the Company. In the event that Offerees collectively accept the Firm Offer to purchase all (but not less than all) of the Offered Units within the Offer Period, (i) the Firm Offer shall be deemed to be accepted by the Offerees and such acceptance shall be an irrevocable commitment to purchase from the Transferring Member all of the Offered Units on the terms in the Firm Offer, and (ii) the Offerees may unanimously elect to assign their right to purchase the Offered Units to the Company. If the Offerees do not timely accept the Firm Offer to purchase all of the Offered Units during the Offer Period, the Firm Offer shall be deemed to be rejected in its entirety. However, if one or more Offerees elect to purchase their respective share of the Offered Units, but the Firm Offer is nonetheless deemed rejected pursuant to the terms of this paragraph the Offer Period shall extend for another five (5) Business Days to enable those Offerees accepting the Firm Offer to elect to purchase on a pro rata basis those Offered Units the other Offerees declined to purchase. If any portion of the Firm Offer remains unaccepted by the Offerees pursuant to the terms of the preceding sentence, the Firm Offer shall be deemed rejected in its entirety.

(e) Closing of Purchase Pursuant to Firm Offer. In the event that the Firm Offer is accepted in accordance with the terms of Section 11.4(d), the closing of the sale of the Offered Units shall take place within forty-five (45) calendar days after the Firm Offer is accepted or, if later, the date of closing set forth in the Purchase Offer; provided, however, in no event shall such closing occur prior to the receipt by the Company of any license, permit or consent, or modification of an existing Medical Marihuana License from the New York Medical Marihuana Authorities, to the extent required by applicable Medical Marihuana Laws. At such closing, the Transferring Member shall sell, transfer and deliver to the Offerees, or, if applicable due to the purchase right assignment of the Offerees described above in Section 11.4(d), the Company (for the remainder of this Section 11.4, "Offerees" shall be interpreted to mean either the Offerees, or the Company if the Offerees have made such purchase right assignment) full right, title and interest in and to all of the Offered Units, free and clear of all Liens of any kind and nature other than those in favor of the Offerees and those created by this Agreement, Medical Marihuana Laws or securities laws and shall deliver to the Offerees a duly endorsed assignment of such Offered Units for transfer to each Offeree and any other documents necessary to effectuate the sale of the Offered Units pursuant to the terms of the Firm Offer and this Article XI. Simultaneously with delivery of such transfer documents, each Offeree shall deliver to the Transferring Member an amount in immediately available funds equal to the purchase price required under the Firm Offer together with an unconditional release, indemnity or other undertaking sufficient to provide reasonable assurance to the Transferring Member that the Transferring Member will incur no future liability under any existing guaranty or obligation of the Company or any of its Affiliates with respect to the Offered Units.

(f) Sale Pursuant to Purchase Offer If Firm Offer Rejected. If the Firm Offer is not accepted in the manner provided in Section 11.4(d) above, or the Firm Offer is accepted but the closing of the sale of the Offered Units does not close as a result of a default by an Offeree, the non-defaulting Offerees may elect to purchase those Offered Units initially elected to be purchased by the defaulting Offeree in accordance with Section 11.4(e) above. If no other Offeree makes such election to purchase such additional Offered Units, the Transferring Member may sell the Offered Units not so purchased by the Offerees to the Purchaser at any time within one hundred twenty (120) days after the last day of the Offer Period or the scheduled closing date, as applicable, provided that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and provided further that such sale complies with other terms, conditions, and restrictions of this Agreement that are not expressly made inapplicable to sales occurring under this Section 11.4. Upon any such sale, the Purchaser of such Offered Units shall execute an agreement in form and substance reasonably satisfactory to the Company and pursuant to which such Purchaser agrees that the Offered Units it acquired from the Transferring Member are subject to the provisions of this Agreement. Any Purchaser to whom Offered Units are Transferred pursuant to and in compliance with this Section 11.4 and Section 11.8 shall, upon consummation of such Transfer, be deemed a Member for purposes of this Agreement, be deemed to have agreed to be bound by this Agreement, and assume all rights and obligations of the Transferring Member under this Agreement. If the Transferring Member does not complete the sale of the Offered Units within such one hundred twenty (120) day period, the provisions of this Section 11.4 shall again apply, and no sale of such Offered Units by the Transferring Member shall be made otherwise than in accordance with the terms of this Agreement.

**Section 11.5 Tag-Along Rights and Termination of Management Agreement**

(a) Tag-Along Rights.

(i) If a Transferring Member proposes to Transfer any Units held by such Member to a third party Purchaser in any transaction or series of transactions regardless of whether the Transferring Member has received a Purchase Offer, each other non-Transferring Member (a **"Co-Sale Participant"**) shall have the right to participate in the Transfer in the manner set forth in this Section 11.5(a). At least sixty (60) days prior to the proposed date of any such Transfer, the Transferring Member shall deliver to the Company and each Co-Sale Participant written notice (the **"Transfer Notice"**) stating: (A) the name of the proposed Purchaser, (B) the number of Units proposed to be purchased by the Purchaser (the **"Transferred Units"**), (C) the proposed purchase price therefor and (D) the other material terms and conditions of the proposed Transfer, including the proposed Transfer date. Such notice shall be accompanied by the Purchase Offer submitted by the Purchaser. Each Co-Sale Participant may participate in the proposed Transfer by also selling to the Purchaser such Co-Sale Participant's *pro rata* portion of the Transferred Units, calculated in accordance with Section 11.5(a)(ii), by giving written notice (a **"Co-Sale Notice"**) to the Transferring Member and the Company on or before the thirtieth (30th) calendar day following the date of delivery of the Transfer Notice (the **"Co-Sale Period"**). The Co-Sale Notice shall state that such Co-Sale Participant elects to exercise its co-sale rights under this Section 11.5(a) and shall state the number of Units sought to be sold to the Purchaser, including the number of Units it would additionally sell if one or more Co-Sale Participants do not elect to Transfer their full pro rata portion of the Transferred Units.

(ii) Each Co-Sale Participant's *pro rata* portion of the Transferred Units shall, on any Transfer date, be equal to the product of (A) the number of Transferred Units and (B) a fraction, the numerator of which is the number of Units beneficially owned by such Co-Sale Participant and the denominator of which is the aggregate number of Units beneficially owned by all Co-Sale Participants and the Transferring Member as of such date. The Purchaser shall not be obligated to purchase a number of Units exceeding the number of Transferred Units set forth in the Transfer Notice and in the event such Purchaser elects to purchase less than all of the additional Units sought to be sold by the Co-Sale Participants, the number of Units to be Transferred by the Transferring Member and each Co-Sale Participant shall be reduced on a *pro rata* basis.

(iii) Each Co-Sale Participant, in exercising its co-sale right hereunder, may participate in the proposed Transfer by delivering to the Transferring Member at the closing of the purchase of the Transferred Units such documents as are necessary to convey the Units to be Transferred by the Co-Sale Participant to the Purchaser, in form and substance reasonably satisfactory to the Purchaser. At such closing, the Purchaser shall remit directly to each Co-Sale Participant the consideration for such Co-Sale Participant's Units sold pursuant thereto.

(iv) The closing of the sale of the Units owned by the Transferring Member and all Co-Sale Participants who have elected to sell Units shall be held simultaneously at such place and on such date as determined by the Transferring Member and the Purchaser, but in no event later than sixty (60) days after expiration of the Co-Sale Period.

(v) For the avoidance of doubt, (A) any Transfer by a Transferring Member as to which co-sale rights would apply under this Section 11.5(a), shall be subject to Section 11.4, (B) compliance with Sections 11.4 and 11.5 may be effected concurrently and a Purchase Offer and Firm Offer delivered pursuant to Section 11.4 shall satisfy the requirement of a Transfer Notice under Section 11.5, and (C) a Co-Sale Participant shall be deemed to have waived its right of co-sale hereunder if it either fails to give notice within the Co-Sale Period or if such Co-Sale Participant purchases Units in exercising its right of first refusal pursuant to Section 11.4.

**Section 11.6 Prohibited Transfers.**

(a) Any purported Transfer of Units or Upper Tier Interests that does not comply with the conditions and restrictions set forth in this Article XI shall be null and void and of no force or effect whatever. In the case of a Transfer or attempted Transfer of Units that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company, the Board of Managers and the other Members from all cost, liability, and damage that the Company, the Board of Managers and other Member may incur (including, without limitation, any liabilities under the Medical Marihuana Law, incremental tax liabilities and reasonable legal fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

(b) The Company reserves the right not to recognize a Transfer of Units or Upper Tier Interests and instead treat that Transfer as ineffective, if:

(i) the Transfer would cause a termination of the Company under the Code;

(ii) the Transfer would, in the opinion of tax counsel to the Company, jeopardize the status of the Company as a partnership for federal income tax purposes or cause the Company to be deemed a "publicly traded partnership" within the meaning of Code Section 7704 or ineligible for "safe harbor" treatment under the Treasury Regulations promulgated under Code Section 7704;

(iii) the Transfer would not comply with any and all state and federal securities laws and regulations;

(iv) the Board of Managers has not consented to the Transfer of Units by a Qualified Majority Vote;

(v) the Transfer would jeopardize or materially affect the Company's Medical Marihuana License, or its ability to conduct Medical Marihuana Activities in compliance with the Medical Marihuana Law; or

(vi) the Transfer violates the terms of this Agreement.

**Section 11.7 Rights of Unadmitted Assignees.**

A Person who acquires Units but who is not admitted as a substituted Member pursuant to Section 11.8 of this Agreement shall be entitled only to allocations and distributions with respect to such Units in accordance with this Agreement, and 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 rights of a Member under the Act or this Agreement, including (without limitation) the right to vote or give consents.

**Section 11.8 Admission of Substituted Members.**

Subject to the other provisions of this Article XI, a transferee of Units may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 11.8:

(a) The Units with respect to which the transferee is being admitted were acquired by means of a Permitted Transfer or as otherwise expressly permitted under this Article XI;

(b) The transferee of Units (other than, with respect to clauses (i) and (ii) of this paragraph, a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Board of Managers (and, in the case of clause (iii) below, the transferor Member), (i) make representations and warranties to each nontransferring Member equivalent to those set forth in Article IX, (ii) accept and adopt the terms and provisions of this Agreement, including this Article XI, and (iii) assume the obligations of the transferor Member under this Agreement with respect to the transferred Units;

(c) The transferee pays or reimburses the Company for all reasonable legal, filing, and costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the transferred Units; and

(d) If required by the Board of Managers, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Board of Managers reasonably deems necessary or appropriate to effect, and as a condition to, such Transfer, including amendments to any instrument filed with the New York Medical Marihuana Authorities.

**Section 11.9 Legend.**

Each Member hereby represents and warrants to the Company and the Members that such Member's acquisition of Units hereunder is made as principal for such Member's own account and not for resale or distribution of such Units. Each Member further agrees that a legend referencing restrictions on transfer under applicable securities laws and under this Agreement may be placed upon any counterpart of this Agreement and any document or instrument evidencing ownership of Units.

**Section 11.10 Distributions and Allocations in Respect of Transferred Units.**

If any Units are Transferred during any Allocation Year in compliance with the provisions of this Article XI, Profits, Losses, each item thereof, and all other items attributable to the Transferred Units for such Allocation Year shall be divided and allocated between the

transferor and the transferee by taking into account their varying Percentage Interests during such Allocation Year in accordance with Code Section 706(d), using any conventions permitted by Applicable Law and selected by the Board of 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. Solely for purposes of making such allocations and distributions, the Company may recognize such Transfer at the beginning of the next calendar month. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 11.10, whether or not any Manager or the Company has knowledge of any Transfer of ownership of any Units.

**Section 11.11 Exemptions from Transfer Restrictions.** Notwithstanding anything to the contrary herein, in no event shall the exercise of the Put Right and any resultant Transfer by an Exercising Party be subject to the transfer restrictions set forth in this Article XI.

## ARTICLE XII.
## COMPLIANCE WITH MEDICAL MARIHUANA LAWS

**Section 12.1 Definitions.**

For purposes of this Article XII, the following terms shall have the meanings specified below:

(a) **"Licensing Event"** means (i) a communication or other action (whether oral or in writing) by or from any of the New York Medical Marihuana Authorities to a Member, the Company or any of their respective Affiliates or Subject Groups that indicates such authority may (a) find the Company or any of its Wholly Owned Subsidiaries unsuitable under applicable Medical Marihuana Law to conduct Medical Marihuana Activities or be associated with a Person holding a Medical Marihuana License, (b) deny, revoke or materially impair the Company or any of its Wholly Owned Subsidiaries from conducting any Medical Marihuana Activities, or (c) find that the association of the Company, any of its Wholly Owned Subsidiaries or any Member or any of their respective Affiliates or any member of any of their respective Subject Groups is likely to (x) result in a material disciplinary action relating to, or the loss of, inability to reinstate or failure to obtain, any registration, application or license or any other material rights or entitlements held or required to be held by any Member or any of their respective Affiliates under any Medical Marihuana Law or (y) violate in any material manner any Medical Marihuana Law to which any Member or any of their respective Affiliates or any member of any of their respective Subject Groups is subject, or (ii) the Company, any of its Wholly Owned Subsidiaries or any member of a Subject Group is required to be licensed, registered, qualified or found suitable under any Medical Marihuana Law, and such Person is not or does not remain so licensed, registered, qualified or found suitable or, after becoming so licensed, registered, qualified or found suitable, fails to remain so.

(b) **"Own," "Ownership,"** or **"Control,"** (and derivatives thereof) shall mean (i) ownership of record, (ii) **"beneficial ownership"** as defined in Rule 13d-3 promulgated by the United States Units and Exchange Commission (as now or hereafter amended), or (iii) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or the disposition of Units, by agreement, contract, agency or other manner.

(c) **"Redemption Date"** shall mean the date specified in the Redemption Notice as the date on which the Units Owned or Controlled by Member who is an Unsuitable Party or an Affiliate of an Unsuitable Party are to be redeemed by the Company which date shall be no later than the earliest of (i) forty-five (45) days following delivery of the Redemption Notice, (ii) thirty (30) days following the determination of the fair market value of the Units to be redeemed or (iii) any deadline imposed by the New York Medical Marihuana Authorities.

(d) **"Redemption Notice"** shall mean that notice of redemption given by the Company to a Member who is an Unsuitable Person or an Affiliate of an Unsuitable Person pursuant to this Article XII. Each Redemption Notice shall set forth (i) the Redemption Date, (ii) the number of Units to be redeemed and (iii) the Redemption Price and the manner of payment therefor.

(e) **"Redemption Price"** shall mean the price to be paid by the Company for the Units to be redeemed pursuant to this Article XII, which shall be that price (if any) required to be paid by the New York Medical Marihuana Authorities with respect to the Licensing Event giving rise to the Redemption Notice, or if the New York Medical Marihuana Authorities do not require a certain price to be paid, that amount which is the lesser of (i) the amount of the redeemed Member's aggregate Capital Contributions made in respect of all such Units to be redeemed less any distributions of Distributable Cash received by the redeemed Member in any Allocation Year and (ii) the current fair market value of such Units to be redeemed (as determined by the Board of Managers or as otherwise set forth in Section 12.4(a) of this Agreement).

(f) **"Subject Group"** means a Member, its principals, officers, directors, agents, employees and Affiliates and other related persons or entities (including, in the case of any trusts or similar Persons, the direct or indirect beneficiaries of such trusts or similar Persons); provided that the term Subject Group shall not include any Persons who fall within this definition solely because they own, directly or indirectly, equity interests in a publicly traded company that holds direct or indirect interests in a Member, or are officers, directors, principals or otherwise related to any such Persons, so long as such person is not required by virtue of such ownership to be licensed or subject to review by any of the Medical Marihuana Authorities.

(g) **"Unsuitable Notice"** has the meaning in Section 12.3(a) of this Agreement.

(h) **"Unsuitable Party"** has the meaning in Section 12.3(a) of this Agreement.

**Section 12.2 Compliance with Law**

(a) At all times during the term of this Agreement, each Member agrees that its actions on behalf of the Company, and those of its representatives, agents, and consultants, will be in accordance in all material respects with the Medical Marihuana Law and other related Applicable Laws, rules, ordinances and regulations of New York State and all counties, districts and municipalities in which the Company or such Member conducts the Business or any Medical Marihuana Activities.

(b) Each Member shall use all of its commercially reasonable efforts to cause the Company to obtain and maintain in effect all necessary licenses, permits and approvals from the New York Medical Marihuana Authorities, including the Medical Marihuana License, with respect to the development of the Project, operation of the Business, and the ownership and operation of the facilities used for Medical Marihuana Activities in the Project.

(c) In no event may any Person that is a Prohibited Person become a Member of ownership the Company, a holder of ownership interests in a Member or, to the extent required under the Medical Marihuana Law, a holder of ownership interests in any indirect owners of a Member. Persons that are required to be licensed or found suitable by the New York Medical Marihuana Authorities to own Units in the Company, hold direct or indirect ownership interests in any Member, or actively engage in the management of the Company shall timely submit all information and perform in a timely fashion any and all acts required to be submitted or performed in connection with the Company's obtaining and maintenance of the Medical Marihuana License from the New York Medical Marihuana Authorities to engage in Medical Marihuana Activities at the Project. The Members acknowledge that this Agreement is subject to review by the New York Medical Marihuana Authorities, and that the Company and/or any such Member may be required to make available upon written request by the New York Medical Marihuana Authorities or any similar governmental authority, or any of their duly authorized representatives, information in respect of such Member, including background information of such Member and such Member's Subject Group. To the extent that any such Member receives such a request, such Member shall provide copies of such documents promptly to the Company in order to respond to such request. If the New York Medical Marihuana Authorities require a Member or any members of its Subject Group to be licensed, qualified or found suitable, such Member must apply for the necessary certification, qualification or finding of suitability within the time period specified by the New York Medical Marihuana Authorities. Such Member shall pay all costs of obtaining such necessary certification, qualification or finding of suitability. In the event that any such Member, or any of such Member's Subject Group should fail to comply with the terms and provisions of this Agreement relating to the retention and production of documents or any requirement to be certified, qualified or found suitable, such Member (i) shall indemnify and make whole the Company from any loss as the result of the refusal or noncompliance in maintaining or producing documents in accordance with the provisions herein and (ii) acknowledges that the Units of the Company such Member holds will be subject to redemption by the Company as set forth in Section 12.3 of this Agreement.

**Section 12.3 Licensing Event/Redemption.**

(a) If a Licensing Event occurs and any portion of such Licensing Event is attributable to a Member, its Affiliates or its Subject Group (as applicable, an **"Unsuitable Party"**), then the Unsuitable Party, the Member affiliated with the Unsuitable Party, and/or the Company must notify all Members in writing, immediately after it becomes aware of such Licensing Event (but no later than ten (10) days after becoming aware thereof) (the **"Unsuitability Notice"**). In such event, the Company shall use commercially reasonable efforts to assist such Member in resolving such portion of such Licensing Event attributable to the Unsuitable Party, within the time period required by the applicable Medical Marihuana Authorities, including submitting to investigation by the relevant New York Medical Marihuana Authorities and cooperating with any reasonable requests made by the relevant New York

Medical Marihuana Authorities (including filing requested forms and delivering information regarding such party, provided, that the Company shall use all commercially reasonable efforts to keep such information confidential and protect it from public disclosure under the laws and regulations applicable to the relevant New York Medical Marihuana Authorities). If despite these efforts, such portion of such Licensing Event attributable to the Unsuitable Party cannot be timely resolved to the satisfaction of the applicable New York Medical Marihuana Authorities, the Company shall comply with the directions of the relevant New York Medical Marihuana Authorities, including (solely to the extent required by the relevant New York Medical Marihuana Authorities) temporarily or permanently altering the Unsuitable Party's rights under this Agreement and, in addition, whether before or after the expiration of the Lockout Period, and only if a change in ownership of any Unsuitable Party (as provided in Section 12.3(b) of this Agreement) is insufficient to address concerns of the New York Medical Marihuana Authorities, then the Company shall have the right to purchase (which right shall be assignable by the Company to the Members not affiliated with the Unsuitable Party on a pro rata basis based on relative Percentage Interests) the Units of the Member who is an Unsuitable Party or an Affiliate of, or affiliated with, the Unsuitable Party, by sending a Redemption Notice to such Member and thereafter, shall purchase on the Redemption Date the number of the Units specified in the Redemption Notice for the Redemption Price and on the terms described in Section 12.4 of this Agreement. In the event the New York Medical Marihuana Authorities withdraw its basis for the Licensing Event attributable to the Unsuitable Party, the Member who was deemed an Unsuitable Party or an Affiliate of the Unsuitable Party shall be restored to its original position and rights under this Agreement (to the extent it still holds any Units).

(b) If the Unsuitable Party is a direct or indirect owner or Affiliate of a Member that is a business entity, the constituent members of such Member's Subject Group shall have the option to redeem or purchase such Unsuitable Party's ownership interests to remove the Unsuitable Party from any affiliation with such Member before the Company may exercise any redemption rights under this Article XII. Any such redemption or purchase by the Affiliates of the Member affiliated with the Unsuitable Party provided under this Section 12.3(b) shall be closed at least fifteen (15) days before the Redemption Date set forth in the Redemption Notice. If this redemption or purchase does not close within such 15-day period, the Company shall proceed with the redemption described in the Redemption Notice.

**Section 12.4 Redemption Procedures.** In the event that a Redemption Notice is sent by the Company to a Member pursuant to Section 12.3(a), the following procedures shall apply:

(a) If (i) the Board of Managers cannot agree on fair market value of the Units to be redeemed within five (5) Business Days of the issuance of the Unsuitability Notice, or (ii) the Member or Affiliate whose Units are being redeemed disputes (by giving written notice to the Company within five (5) Business Days of delivery of the Redemption Notice) that the Redemption Price is the fair market value of the Units being redeemed, then the Redemption Price shall be determined by a recognized, independent appraisal firm mutually selected by the disputing parties within five (5) Business Days of written notice by one party to the other of the inability of the parties to agree on the Redemption Price. If the parties are unable to agree on a single appraisal firm within such five (5) Business Day period, then within two (2) Business Days thereafter the parties shall each select a recognized, independent appraisal firm and the two (2) appraisal firms so selected shall thereupon determine the Redemption Price. If the two (2)

The Company is entitled to injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of this Article XII and each holder of the Units of the Company shall be deemed to have acknowledged, by acquiring the Units of the Company, that the failure to comply with this Article XII will expose the Company to irreparable injury for which there is no adequate remedy at law and that the Company is entitled to injunctive or other equitable relief to enforce the provisions of this Article.

**Section 12.7 Further Actions.**

Nothing contained in this Article XII shall limit the authority of the Board of Managers to take such other action to the extent permitted by Applicable Law as it deems necessary or advisable to protect the Company from the denial or threatened denial or loss or threatened loss of the Medical Marihuana License issued to it, including, determining whether a Licensing Event has occurred. Without limiting the generality of the foregoing, the Board of Managers may conform any provisions of this Article XII to the extent necessary to make such provisions consistent with the Medical Marihuana Laws. If any Member should dispute whether a Licensing Event has occurred, a Qualified Majority Vote of the Board shall determine whether any such disputed event indeed is a Licensing Event.

**Section 12.8 Severability.**

If any provision of this Article XII or the application of any such provision to any Person or under any circumstances shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Article XII.

**Section 12.9 No Obligation.**

Except as may be required by the New York Medical Marihuana Authorities, nothing in this Article XII shall be deemed or construed to require the Company to repurchase any Units Owned or Controlled by a Member who is an Unsuitable Person or an Affiliate of an Unsuitable Person.

## ARTICLE XIII.
## DISSOLUTION AND WINDING UP

**Section 13.1 Dissolution Events.**

(a) Dissolution. The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a **"Dissolution Event"**):

(i) The vote of a Supermajority to dissolve, wind up, and liquidate the Company;

(ii) The sale or distribution of substantially all Company Assets; or

(iii) A judicial determination that an event has occurred that makes it unlawful, impossible or impractical to carry on the Business in New York State under the Medical Marihuana Law.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Dissolution Event.

**Section 13.2 Winding Up.**

Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs, provided that all covenants contained in this Agreement and obligations provided for in this Agreement (as and to the extent applicable) shall continue to be fully binding upon the Members until such time as the Property has been distributed pursuant to this Section 13.2 and the Certificate has been canceled pursuant to the Act. The Liquidator shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be commenced within ninety (90) days of the occurrence of the Dissolution Event. The Liquidator shall take full account of the Company's liabilities and Property and shall cause the Property or the proceeds from the sale thereof, to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(i) First, to creditors (including Members and Managers who are creditors, to the extent otherwise permitted by law) in satisfaction of all of the Company's Debts, obligations and other liabilities, including the Project Financing (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distribution to members under the Act;

(ii) Second, to the Members in accordance with their positive Capital Accounts; and

(iii) Thereafter, to the Members in accordance with their respective Percentage Interests.

No Member or Manager shall receive additional compensation for any services performed pursuant to this Article XIII unless they are appointed as the Liquidator by the Board of Managers.

**Section 13.3 Compliance With Certain Requirements of Regulations; Deficit Capital Accounts.**

(a) Any liquidating distribution made to the Members by the Company shall be subject to and made in accordance with the rules and regulations provided under the Medical Marihuana Law and made in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations as they pertain to Capital Accounts and liquidating distributions.

(b) If any Member has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all Allocation Years, including the Allocation Year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution with respect to such deficit, and such deficit shall not be considered an obligation owed to the Company or to any other Person for any purpose whatsoever.

(c) In the discretion of the Liquidator, a reasonable reserve for the Company's liabilities (contingent or otherwise) may be withheld by the Liquidator, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

**Section 13.4 Deemed Distribution and Recontribution.**

Notwithstanding any other provision of this Article XIII, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Dissolution Event has occurred, the Company Assets shall not be liquidated, the Company's Debts and other liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have distributed the Company Assets in-kind to the Members, who shall be deemed to have taken subject to all Debts of the Company and other liabilities all in accordance with their respective Capital Accounts. Immediately thereafter, the Members shall be deemed to have recontributed the Company Assets in-kind to the Company, which shall be deemed to have taken subject to all such liabilities.

**Section 13.5 Rights of Members.**

Except as otherwise provided in this Agreement, each Member shall look solely to the Company Assets for the return of its Capital Contribution and has no right or power to demand or receive Company Assets other than cash from the Company. If the Company Assets remaining after payment or discharge of the Debts of the Company are insufficient to return a Member's Capital Contribution, the Members shall have no recourse against the Company or any other Member or Manager.

**Section 13.6 Notice of Dissolution/Termination.**

(a) If a Dissolution Event occurs or an event occurs that would, but for provisions of Section 13.1, result in a dissolution of the Company, the Board of Managers shall, within thirty (30) days thereafter, provide written notice thereof to each of the Members and to all other parties to which such notice is required to be given by Applicable Law.

(b) Upon completion of the distribution of the Company Assets as provided in this Article XIII, the Company shall be terminated, and the Liquidator shall cause the filing of articles of dissolution pursuant to the Act and shall take all such other actions as may be necessary to terminate the Company.

**Section 13.7 Allocations During Period of Liquidation.**

During the period commencing on the first day of the Allocation Year during which a Dissolution Event occurs and ending on the date on which all of the Company Assets have been distributed to the Members pursuant to Section 13.2 of this Agreement, the Members shall continue to share Profits, Losses, gain, loss and other items of Company income, gain, loss or deduction in the manner provided in Article IV of this Agreement.

**Section 13.8 Character of Liquidating Distributions.**

All payments made in liquidation of the Member's membership interest in the Company shall be made in exchange for the interest of such Member in Company Assets pursuant to Section 736(b)(1) of the Code, including the interest of such Member in goodwill of the Company.

**Section 13.9 The Liquidator.**

(a) Definition. The **"Liquidator"** shall mean a Person appointed by the Board of Managers to oversee the liquidation and dissolution of the Company.

(b) Fees. The Company is authorized to pay a reasonable fee to the Liquidator for its services performed pursuant to this Article XIII and to reimburse the Liquidator for its reasonable costs and expenses incurred in performing those services.

(c) Indemnification. The Company shall indemnify, save harmless, and pay all judgments and claims against such Liquidator or any officers, directors, agents or employees of the Liquidator relating to any liability or damage incurred by reason of any act performed or omitted to be performed by the Liquidator, or any officers, directors, agents or employees of the Liquidator in connection with the liquidation of the Company, including reasonable attorneys' fees incurred by the Liquidator, officer, director, agent or employee in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, except to the extent such liability or damage is caused by the fraud, gross negligence, intentional misconduct of, or a knowing violation of the laws by the Liquidator which was material to the cause of action.

**Section 13.10 Form of Liquidating Distributions.**

For purposes of making distributions required by Section 13.2 hereof, the Liquidator may determine whether to distribute all or any portion of the Company Assets in-kind or to sell all or any portion of the Property and distribute the proceeds therefrom to the extent such action by the Liquidator complies with Applicable Law, including the Medical Marihuana Law.

## ARTICLE XIV.
## MISCELLANEOUS

**Section 14.1 Notices.**

Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) if delivered personally to the Person or to a representative of the Person to whom the same is directed, (ii) on the next Business Day if delivered by Federal Express or a similar overnight courier service, or (iii) on the third Business Day after deposit, if sent either by registered or certified mail, postage and charges prepaid, or (iv) upon receipt by facsimile, if such facsimile is followed by a hard copy of the facsimile communication sent promptly thereafter by overnight courier service or registered or certified mail, postage and charges prepaid, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Members and the Board of Managers:

(a) If to the Company, to the address set forth on the signature page; or

(b) If to a Member, to the address set forth in Exhibit A hereto.

**Section 14.2 Binding Effect.**

Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective successors, transferees, and assigns.

**Section 14.3 Construction.**

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

**Section 14.4 Time.**

In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**Section 14.5 Headings.**

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 14.6 Severability.**

Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 14.6 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without

such illegal or invalid term or provision would be to cause any Member to lose the material benefit of its economic bargain.

**Section 14.7 Incorporation by Reference.**

Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference unless this Agreement expressly otherwise provides.

**Section 14.8 Variation of Terms.**

All terms and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

**Section 14.9 Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder, without regard to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Disputes shall be submitted exclusively to the federal and state courts of competent jurisdiction located in the State of New York, Monroe County, and the parties hereby unconditionally and irrevocably consent and submit to such exclusive jurisdiction and venue, and waive any objection they may now or hereafter have with respect thereto. EACH OF THE PARTIES IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO IMMUNITY BY SOVEREIGNTY OR OTHERWISE IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Section 14.10 Dispute Resolution**. With respect to any deadlock, dispute, disagreement, controversy or claim among Members, or on the Board of Managers, or between Members and the Board of Managers arising out of or relating to this Agreement or the transactions contemplated hereby (each, a **"Dispute"**), including any Dispute concerning the construction, validity, performance, and interpretation of this Section 14.10 or any other provision of this Agreement, the following procedure will be implemented before any Member, any Manager or the Company pursues other available remedies, except that any Member, Manager or the Company may seek injunctive relief, from a court identified in Section 14.10(d) of this Agreement, where appropriate in order to maintain the status quo while this procedure is being followed:

(a) Negotiation. The Chairman and the party raising the Dispute (and/or the principals of any other relevant party to the Dispute) will hold a meeting promptly to attempt in good faith to negotiate a resolution of the Dispute; provided, however, that no such meeting will be deemed to vitiate or reduce the obligations and liabilities of the parties hereunder or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled hereunder. Any such meeting will be held at the principal offices of the Company unless otherwise agreed to by the parties to the Dispute.

(b) Arbitration. If the parties are unable to resolve a Dispute pursuant to Section 14.10(a) of this Agreement with respect to any Dispute relating to determinations of

Distributable Cash or Net Income, reimbursable expenses under this Agreement, the Put Right process, or any Dispute relating to a breach of this Agreement (each, an "**Arbitration Dispute**"), the disputing parties shall submit the Arbitration Dispute to arbitration before a person having not less than ten (10) years' experience in the area of expertise on which the Dispute is based and having no conflict of interest with any party to the Arbitration Dispute (the "**Arbitrator**"). The parties shall cooperate in good faith to designate a mutually acceptable Arbitrator within fifteen (15) Business Days of the Arbitration Dispute being submitted to arbitration pursuant to this Section 14.10(b). If the disputing parties are unable to agree on an Arbitrator within such 15-day period, the Arbitration Dispute shall be resolved under the provisions of Section 14.10(d) of this Agreement. If an Arbitrator is utilized and arbitration is undertaken, the findings of the Arbitrator shall be final and binding upon the disputing parties. During the pendency of the arbitration, the parties shall share equally the fees and expenses of the Arbitrator and arbitration. In rendering its decision, the Arbitrator shall designate the party whose position is substantially upheld as the prevailing party, who shall recover from the other party all reasonable fees, costs and expenses incurred by the prevailing party in connection with such arbitration, including reasonable fees, expenses and disbursements for attorneys, experts and other third parties engaged in connection therewith and its share of fees and costs. Other than as set forth above as to the prevailing party, the parties shall otherwise bear their own costs and expenses of the arbitration. Arbitration shall be administered by the American Arbitration Association and under the Commercial Arbitration Rules of the American Arbitration Association then in effect as of the commencement of the applicable arbitration proceeding, The arbitration shall be governed by the United States Federal Arbitration Act and this Section 14.10(b), and judgment upon the award entered by the arbitrator may be entered in any court having jurisdiction. Any arbitration pursuant to this Agreement shall be conducted exclusively in the State of New York. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO VARY OR IGNORE THE TERMS OF THIS AGREEMENT AND SHALL BE BOUND BY CONTROLLING LAW. ALL PROCEEDINGS, AWARDS AND DECISIONS UNDER ANY ARBITRATION PROCEEDING SHALL BE STRICTLY PRIVATE AND CONFIDENTIAL, EXCEPT AS MAY BE NECESSARY TO ENFORCE THE SAME.

(c) Any arbitration of a Dispute pursuant to Section 14.10(b) above must be commenced within six (6) months from the date on which either party first gave written notice to the other of the existence of the Dispute, and any party who fails to commence arbitration within such 6-month period shall be deemed to have waived any of its affirmative rights and claims in connection with the Dispute and shall be barred from asserting such rights and claims at any time thereafter except as a defense to any related or similar claims subsequently raised by the other party. An arbitration shall be deemed commenced by a party when the party sends a notice to the other party and to the American Arbitration Association, identifying the Dispute and requesting arbitration. There shall be no time limit on Disputes subject to litigation permitted herein.

(d) Mediation/Litigation. In the event the disputing parties are unable to resolve a Dispute (other than an Arbitration Dispute or a Dispute governed by Section 14.10(e) of this Agreement) pursuant to Section 14.10(a) above, or to agree to a determination of the Third Investment Bank under Section 15.2(e) of this Agreement, or to agree upon an Arbitrator within the fifteen (15) day period provided for in Section 14.10(b) above, the disputing parties shall, prior to commencing any action or proceeding in a court, first submit to mediation by a

single mediator experienced in the matters at issue. Upon commencement of the mediation process, any statute of limitations regarding any cause of action by one party against the other arising from the Dispute shall be tolled until ten (10) days following termination of the mediation process. Mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association. Whether a party shall bear the costs and expenses of any mediation shall be determined by the mediator and the mediator may award all or part of any party's reasonable attorneys' fees and expenses incurred in connection with the mediation. The parties shall meet with the mediator for a minimum of four (4) hours in an attempt to settle their Dispute. Should any party disagree with the recommendations of the mediator, or if the parties otherwise fail to reach an agreement concerning the Dispute, then any party may institute legal proceedings. The exclusive jurisdiction and venue for any such litigation of a Dispute will be the federal or state court of applicable jurisdiction located in the State of New York, Monroe County, and the Company, each Manager and each Member hereby consents to personal jurisdiction of such court (and of the appropriate appellate courts therefrom) and consent to service of process by means of certified or registered mail, return receipt requested.

(e) Notwithstanding anything to the contrary herein, with respect to Disputes relating to strategic business decisions of or by the Company (including any decision as to whether or not to renew the Medical Marihuana License or make additional capital investments in the Company or the Project) that are not Arbitration Disputes, neither of the Company, a Member nor a Manager shall have the right to initiate arbitration proceedings as set forth in Section 14.10(b) or mediation or litigation as set forth in Section 14.10(d), except that any Member, Manager or the Company may seek injunctive relief, from a court identified in Section 14.10(d), where appropriate in order to maintain the status quo.

**Section 14.11 Counterpart Execution.**

This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

**Section 14.12 Remedies Cumulative.**

Each right, power and remedy provided for in this Agreement or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law, in equity, by statute or otherwise, and the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

**Section 14.13 Limitation on Liability.**

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Member have the right to, nor shall any Member or any Manager be obligated or liable for, consequential, special or punitive damages with respect to a claim arising out of any breach of the terms and conditions of this Agreement.

**Section 14.14 Confidentiality.**

(a) Each of the Members and Managers agree, and shall cause each of its Affiliates and Subject Groups (i) not to disclose any material information concerning the Company or the Business to the press or the general public without the approval of the Board of Managers, such approval not to be unreasonably withheld or delayed and (ii) to retain in strict confidence any proprietary confidential information and trade secrets of the Company or another Member or Manager, whether disclosed prior to or after the Effective Date, and not to use or disclose to persons other than the Member and its own employees, members, managers, attorneys, accountants, agents, and representatives for the business of the Company (**"third parties"**), and to use all reasonable steps (including but not limited to all steps that it takes to protect its own information that it considers proprietary or confidential) to cause its employees, members, managers, attorneys, accountants, agents, and representatives not to use or disclose to third parties, such proprietary confidential information or trade secrets without the approval of the other Members and Managers, unless in either case it can be established by the disclosing party that such information:

(b) at the time of disclosure is part of the public domain and readily accessible to the public or such third party;

(c) at the time of disclosure is already known by the receiving party otherwise than pursuant to a breach of an obligation of confidentiality;

(d) is required by the Medical Marihuana Law or any other Applicable Law, regulation or court order to be disclosed; or

(e) is required by any vendor, supplier or consultant in order to carry out the Business, provided that the disclosing Member or Manager shall obtain the written agreement and obligation of such third party, in a form reasonably satisfactory to the Board of Managers (with respect to item (i) above) and to the other Members (with respect to item (ii) above) prior to disclosing such information, that all of the provisions of this Section 15.15 shall apply with equal effect to such third party. The Company shall be a third party beneficiary of any such written agreement.

## ARTICLE XV.
## PUT RIGHT

**Section 15.1 Put Right.** Medicinal Green, NYC-GL, and the Permitted Transferees of Medicinal Green or NYC-GL receiving Units in a Permitted Transfer (**"Put Holders"**) shall have the right (the **"Put Right"**), at any time during the first full quarter of the fifth ($5^{th}$) and tenth ($10^{th}$) operating year of the Company following the Licensing Date (each, a **"Put Right Exercise Period"**), to sell all (but not less than all) of their Units to the Company at the Put Price (as defined below). If one or more of the Put Holders wishes to exercise its Put Right (an **"Exercising Party"**), each Put Holder shall provide to the Company written notice (a **"Put Notice"**) of such election any time during a Put Right Exercise Period and upon sending the Put Notice, Exercising Party and the Company shall discuss in good faith the value of the Company in accordance with Section 15.2(a) of this Agreement. The price the Company shall pay to the Put Holder (the **"Put Price"**) for Exercising Party's Units subject to a Put Notice shall be equal to an amount calculated by multiplying the Company Enterprise Value (as determined in

accordance with Section 15.2 of this Agreement) by aggregate Percentage Interest of an Exercising Party and its Permitted Transferees.

**Section 15.2 Company Enterprise Value.**

(a) From and after the commencement of a Put Right Exercise Period, if an Exercising Party intends to exercise its Put Right pursuant to Section 15.1 above, the Exercising Party shall consult with the Managers in an effort to agree on the total enterprise value of the Company and its Wholly Owned Subsidiaries taken as a whole if membership interests in the Company are being sold as a going concern (the **"Company Enterprise Value"**). The Exercising Party and the Managers shall negotiate in good faith to mutually agree on the Company Enterprise Value and shall take into account the then approved financial results for the fourth or ninth (as applicable, based on whether the exercise of the Put Right is in the fifth or tenth operating year of the Company following the Licensing Date) operating year of the Company following the Licensing Date and the then approved projections for the fifth or tenth (as applicable, based on whether the exercise of the Put Right is in the fifth or tenth operating year of the Company following the License Date) operating year of the Company following the Licensing Date. If Exercising Party and Managers agree on the Company Enterprise Value, the agreed upon Company Enterprise Value shall be used as the basis for the Put Price and Managers shall proceed to close on the purchase of Exercising Party's Units pursuant to the provisions of Section 15.3 of this Agreement.

(b) If after good faith negotiation for sixty (60) days, the Exercising Party and Managers are unable to agree on the Company Enterprise Value pursuant to Section 16.2(a), then the Exercising Party may engage a nationally recognized investment banking firm with expertise in valuations of mergers and acquisitions in a heavily regulated industry such as the Medical Marihuana industry of New York State (a **"Qualified Investment Bank"**) to determine the Company Enterprise Value. In determining the Company Enterprise Value, the Investment Bank shall take into account and consider each of the following measures of value: (i) the trailing twelve month EBITDA of the Company multiplied by an average multiple appropriate for the Business, (ii) sales prices of other Medical Marihuana businesses of similar size and quality and subject to comparable regulatory environments that have been recently sold or marketed for sale, and (iii) a discounted cash flow valuation using (A) the then applicable market discount rate used in valuing Medical Marihuana businesses of similar size and quality and subject to comparable regulatory environments, (B) the then approved financial results for the fourth or ninth (as applicable, based on whether the exercise of the Put Right is in the fifth or tenth operating year of the Company following the License Date) operating year of the Company following the Licensing Date, and (C) the then approved projections for the fifth or tenth (as applicable, based on whether the exercise of the Put Right is in the fifth or tenth operating year of the Company following the License Date) operating year of the Company following the Licensing Date. The criteria set forth in the definition of Company Enterprise Value and as described in this paragraph for determining the Company Enterprise Value is hereinafter collectively referred to as the **"Valuation Criteria"**. The costs and expenses of such Qualified Investment Bank shall be the Exercising Party's sole responsibility. The Exercising Party shall cause the Qualified Investment Bank to make its determination of the Company Enterprise Value within forty-five (45) days of its engagement by the Exercising Party.

(c) The Exercising Party shall notify the Managers and the Company in writing of the Company Enterprise Value determined by its selected Qualified Investment Bank (the **"Initial Valuation"**) along with the calculation of the Put Price based on such Initial Valuation. If the Managers disagrees with the Initial Valuation, the Board of Managers shall give the Exercising Party and the Company written notice of its rejection of the Initial Valuation within ten (10) days of its receipt of the Put Notice (the **"Valuation Rejection Notice"**). If the Board of Managers agrees with the Initial Valuation, it shall deliver written acceptance thereof to the Exercising Party and the Company (the **"Valuation Acceptance Notice"**) within ten (10) days of receipt of the Initial Valuation, and the Company shall proceed to close on the purchase of the Exercising Party's Units pursuant to the provisions of Section 15.3 and the agreed upon Initial Valuation shall be used as the basis for the Put Price.

(d) If the Board of Managers timely sends a Valuation Rejection Notice notifying the Exercising Party and the Company of its disagreement with the Initial Valuation, the Company shall, within five (5) Business Days of sending the Valuation Rejection Notice, engage another Qualified Investment Bank (the **"Alternative Investment Bank"**) to determine the Company Enterprise Value using the Valuation Criteria (the **"Alternative Valuation"**). The costs and expenses of the Alternative Investment Bank shall be the Company's responsibility. The Board of Managers shall cause the Alternative Investment Bank to make its determination of the Company Enterprise Value within forty-five (45) days of its engagement. The Board of Managers shall notify the Exercising Party and the Company of the Alternative Valuation within sixty (60) days of the date of the Valuation Rejection Notice (the **"Alternative Valuation Notice"**) and such notice shall include a statement as to whether the positive difference between the Initial Valuation and the Alternative Valuation (such difference, the **"Valuation Difference"**) is equal to or less than an amount equal to five percent (5%) of the Initial Valuation. If the Valuation Difference is equal to or less than the amount equal to five percent (5%) of the Initial Valuation, the Company shall redeem the Exercising Party's Units at a Put Price equal to the average of the Alternative Valuation and the Initial Valuation as the approved Company Enterprise Value by notifying the Company and the Exercising Party of the same in the Alternative Valuation Notice. If the Company timely elects to redeem the Exercising Party's Units pursuant to the preceding sentence, the Company shall proceed to close on the redemption of the Exercising Party's Units pursuant to the provisions of Section 15.3 of this Agreement. If the Valuation Difference exceeds an amount equal to five percent (5%) of the Initial Valuation, the provisions of Section 15.2(e) of this Agreement shall apply.

(e) If the Valuation Difference set forth in the Alternative Valuation Notice exceeds an amount equal to five percent (5%) of the Initial Valuation, then the Exercising Party and the Board of Managers will, acting reasonably, together select a third Qualified Investment Bank (the **"Third Investment Bank"**) within five (5) business days of the Exercising Party's receipt of the Alternative Valuation Notice to determine the Company Enterprise Value using the Valuation Criteria. If the Exercising Party and the Board of Managers cannot agree on a third Qualified Investment Bank, such Dispute shall be governed by Section 14.10(d) of this Agreement. The costs and expenses of the Third Investment Bank shall be shared equally by Exercising Party and the Company. The Exercising Party and the Board of Managers shall cause the Third Investment Bank to make its determination of the Company Enterprise Value within forty-five (45) days of its engagement. The average of (i) the Third Investment Bank's

determination of Company Enterprise Valuation and (ii) whichever of the Alternative Valuation and Initial Valuation is closest to the amount of the Third Investment Bank's determination of Company Enterprise Valuation, which shall than be the basis of the Put Price. The Company shall then proceed to close on the redemption of the Exercising Party's Units pursuant to the provisions of Section 15.3 of this Agreement.

**Section 15.3 Put Closing.** The Exercising Party and the Company covenant and agree to use best efforts to consummate the closing under the Put Right as promptly as practical after the Company Enterprise Value has been approved (or deemed approved) by each of Exercising Party and the Board of Managers in accordance with Section 15.2 above and in any event prior to the last day of the fifth or tenth (as applicable, based on whether the exercise of the Put Right is in the fifth or tenth operating year of the Company following the License Date) operating year of the Company following the Licensing Date; provided that, in no event shall such closing occur prior to (a) the receipt by the Company of a Medical Marihuana License, or modification thereof, or (b) the approval or consent of the New York Medical Marihuana Authorities, if applicable. The Exercising Party and the Board of Managers shall use best efforts to take such action necessary for the Company to obtain approval or consent. At any closing of the Put Right pursuant to this Article XV, the Exercising Party shall sell, transfer and deliver full right, title and interest in and to all of the Exercising Party's Units, free and clear of all Liens of any kind and nature other than those in favor of any creditor of the Project Financing or other Debt of the Company and those created by this Agreement, Medical Marihuana Laws or securities laws and shall deliver to the Company a duly endorsed assignment of such Units for Transfer to Company. Simultaneously with delivery of such assignment, the Company shall deliver to the Exercising Party an amount in immediately available funds equal to the Put Price together with an unconditional release, indemnity or other undertaking sufficient to provide reasonable assurance to the Exercising Party that the Exercising Party will incur no future liability under any existing guaranty of any obligation of the Company or any of its Affiliates with respect to such Units.

[*Signature Page Immediately Follows.*]

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Limited Liability Company Agreement as of the day first above set forth.

GREAT LAKES MEDICINALS LLC

Kurt B. Odenbach, Manager

NYC-GREAT LAKES, LLC

By:_____
Name:
Title:

MEDICINAL GREEN, LLC

By:_____
Name: James Wilmot
Title: President

GLM HOLDINGS LLC

By:_____
Name: Kurt B. Odenbach
Title: Manager

FOUNDERS

Kurt B. Odenbach

John B. Odenbach

Alex B. Odenbach

Timothy J. Dollinger

**IN WITNESS WHEREOF**, the parties hereto have executed and entered into this Limited Liability Company Agreement as of the day first above set forth.

GREAT LAKES MEDICINALS LLC

_____
Kurt B. Odenbach, Manager

NYC-GREAT LAKES, LLC

By: _____
Name: Donald Capoccia
Title: Managing Member

MEDICINAL GREEN, LLC

By: _____
Name:
Title:

GLM HOLDINGS LLC

By: _____
Name:
Title:

FOUNDERS

_____
Kurt B. Odenbach

_____
John B. Odenbach

_____
Alex B. Odenbach

_____
Timothy J. Dollinger

## EXHIBIT A

### MEMBERS, UNITS, PERCENTAGE INTERESTS AND CAPITAL CONTRIBUTIONS

| Member | Units | Percentage Interest | Initial Capital Contribution |
|---|---|---|---|
| Kurt B. Odenbach [redacted] | [redacted] | [redacted] | [redacted] |
| Alex B. Odenbach [redacted] | | | |
| John B. Odenbach [redacted] | | | |
| Timothy J. Dollinger [redacted] | | | |
| GLM Holdings LLC<br>7 Woodfield Drive<br>Webster, New York 14580 | 14.2857 | 10.0% | $44,882.03* |
| Medicinal Green, LLC<br>1265 Scottsville Road<br>Rochester, New York 14624 | 28.5714 | 20.0% | $278,163.00 |
| NYC-Great Lakes, LLC<br>150 Myrtle Avenue, Suite 2<br>Brooklyn, New York 11201 | 14.2857 | 10.0% | $135,000.00 |

* The initial Capital Contribution for the Founders and GLM Holdings shall be the amount of the total costs and expenses incurred by the Founders or the Company and set forth in the pre-license Operating Budget less the initial Capital Contributions of Medicinal Green and NYC-GL. As of the Effective Date, such costs and expenses total $727,337.50, excluding the refundable portion of the license application fee.

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the **"Agreement"**), is entered into and made effective as of May 28, 2015, by and among Great Lakes Medicinals LLC, a New York limited liability company (the **"Company"**), Medicinal Green, LLC, a New York limited liability company (**"MG"**), NYC-Great Lakes, LLC, a New York limited liability company (**"NYC"**), GLM Holdings LLC, a New York limited liability company (**"GLM"**), Kurt B. Odenbach (**"Kurt"**), John B. Odenbach (**"Jack"**), Alex B. Odenbach (**"Alex"**) and Timothy J. Dollinger (**"Tim"**). Any capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Operating Agreement (as defined below).

### Background

A. Kurt, Jack, Alex and Tim (the **"Founders"**) are the founding members of the Company and together own 60% of the issued and outstanding Units of the Company. The Founders also own 100% of the GLM membership interests in the same relative proportion as they own Units of the Company.

B. MG, NYC and GLM are members of the Company (the **"Investor Members"**) that together own a 40% of the issued and outstanding Units of the Company.

C. The Founders and the Investor Members executed that certain Operating Agreement of the Company on May 28, 2015 (the **"Operating Agreement"**) that indicates the following Percentage Interests

| Member | Percentage Interest |
|---|---|
| Kurt | [redacted] |
| Jack | |
| Alex | |
| Tim | |
| MG | 20.00% |
| NYC | 10.00% |
| GLM | 10.00% |

D. The Operating Agreement provides that if the Company is issued a Medical Marihuana License, the Founders and the Investor Members will make additional Capital Contributions to the Company in amounts equal to their Percentage Interests multiplied by the Build-Out Amount.

E. In accordance with the terms of the Operating Agreement, if the Company is issued a Medical Marihuana License, the Founders and the Investor Members expect the Board of Managers to issue an additional Capital Contribution notice by establishing the Build-Out Amount as equaling Ten Million Dollars ($10,000,000) (the **"Build-Out Contribution"**).

F. The Operating Agreement further provides that with respect to the share of the Build-Out Contribution allocable to the Founders (based on their respective Percentage

Interests), the Founders have the right to assign their obligation to make such additional Capital Contributions, in whole or in part, to GLM.

G. The Founders, the Investor Members and the Company (the **"Parties"**) desire to enter into this Agreement to provide for the Build-Out Contribution, as more fully described below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and in consideration of the material promises herein set forth, the Parties agree as follows:

1. MG Build-Out Contribution. Upon the terms and subject to the conditions set forth in this Agreement and the Operating Agreement, MG agrees to contribute Two Million Dollars ($2,000,000) of cash or other immediately available funds (the **"MG Contribution"**) to the Company if the Company is issued a Medical Marihuana License. MG further agrees to contribute at least half of the MG Contribution within 30 days of the Licensing Date and the balance of the MG Contribution within 60 days of the Licensing Date (the **"Contribution Closing Date"**).

2. NYC Build-Out Contribution. Upon the terms and subject to the conditions set forth in this Agreement and the Operating Agreement, NYC agrees to contribute One Million Dollars ($1,000,000) of cash or other immediately available funds (the **"NYC Contribution"**) to the Company if the Company is issued a Medical Marihuana License. NYC further agrees to contribute at least half of the NYC Contribution within 30 days of the Licensing Date and the balance of the NYC Contribution before the Contribution Closing Date.

3. GLM Build-Out Contribution. Upon the terms and subject to the conditions set forth in this Agreement and the Operating Agreement, GLM agrees to contribute One Million Dollars ($1,000,000) of cash or other immediately available funds (the **"GLM Contribution"**) to the Company if the Company is issued a Medical Marihuana License. GLM further agrees to contribute at least half of the GLM Contribution within 30 days of the Licensing Date and the balance of the GLM Contribution before the Contribution Closing Date.

4. Founders Build-Out Contributions. Upon the terms and subject to the conditions set forth in this Agreement and the Operating Agreement, the Founders and GLM collectively agree to contribute Six Million Dollars ($6,000,000) of cash or other immediately available funds (the **"Founders Contribution"**) to the Company if the Company is issued a Medical Marihuana License. The Founders and GLM further agree to contribute at least half of the Founders Contribution within 30 days of the Licensing Date and the balance of the Founders Contribution before the Contribution Closing Date. The Parties acknowledge and agree that the Founders may unilaterally elect to assign all or a portion of their obligation to make the Founders Contribution, either individually or jointly, to GLM as further provided in the Operating Agreement. The Founders shall contemporaneously notify the other Investor Members of any election to assign their obligation to make the Founders Contribution.

5. Funding Availability. The Founders and the Investor Members acknowledge the timely need to provide evidence of funding availability for purposes of preparing and submitting

the Company's Medical Marihuana License application, and in all respects in a timely manner notwithstanding the possibility that "timely" for purposes of this Agreement may in fact mean a shorter duration than provided in Section 7.9 of the Operating Agreement.

6. Consideration; Units. In consideration of the MG Contribution, the NYC Contribution, the GLM Contribution, and the Founders Contribution, the Company shall issue Additional Units to the Founders (or GLM if the Founders elect to assign any or all of their obligation to make the Founders Contribution to GLM) and Investor Members making such contribution as further provided in the Operating Agreement.

7. Closing Documents.

Upon the Contribution Closing Date, the Company shall deliver a final summary of the pre-licensing budget for presentation to the Board of Managers for approval as an Operating Budget for the time period prior to the Licensing Date as well as a proposed budget for the development and construction of the Facility and the Project for presentation to the Board of Managers for approval as an Operating Budget for the time period from the Licensing Date to the date the Facility begins conducting Medical Marihuana Activities. Delivery of the documents set forth in this paragraph shall not be a condition to any Party satisfying its obligation to make an additional Capital Contribution under this Agreement, but shall be a condition of the Company expending any such funds.

8. Representations and Warranties of the Investor Members. The Investor Members, and as applicable, the Founders, hereby represent and warrant to the Company and the other Investor Members as of the date hereof and as of the date of the Contribution Closing Date (except as expressly set forth below) that:

(a) Organization; Authority. Each of MG, NYC and GLM is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of New York; has the corporate, partnership, or company power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby; is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder; has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or company action.

(b) Binding Obligation. This Agreement constitutes the legal, valid, and binding obligation of the Founders and the Investor Members except as limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws relating to or affecting the enforcement of creditors' rights generally, and subject to general principles of equity, regardless of whether considered in a proceeding at law or in equity. Neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, has resulted or will result in any material violation of, or default under, the charter documents of MG, NYC or GLM or any indenture, trust agreement, mortgage or other agreement or any

permit, judgment, decree or order to which Kurt, Jack, Alex, Tim, MG, NYC or GLM is a party or by which it or their Affiliates are bound.

9. Further Assurances.

(a) Cooperation. From the date hereof to the Contribution Closing Date, the Parties will cooperate in obtaining approvals required for the Project.

(b) Further Assurances. At the Contribution Closing Date and at all times thereafter, each Party hereto shall, upon the request of another, execute all documents, instruments, certifications and further assurances and take all steps reasonably necessary or appropriate to implement, confirm or perfect the transactions contemplated under this Agreement.

10. Miscellaneous.

(a) Notices. The notice provisions of Section 14.1 of the Operating Agreement are incorporated by this reference.

(b) Successors and Assigns. Except as otherwise provided in this Agreement, no Party hereto may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

(c) Governing Law. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder, without regard to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Disputes shall be submitted exclusively to the federal and state courts of competent jurisdiction located in the State of New York and the parties hereby unconditionally and irrevocably consent and submit to such exclusive jurisdiction and venue, and waive any objection they may now or hereafter have with respect thereto. EACH OF THE PARTIES IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHTS TO TRIAL BY JURY AND ALL RIGHTS TO IMMUNITY BY SOVEREIGNTY OR OTHERWISE IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(d) Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

(e) Entire Agreement. This Agreement and the Operating Agreement contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersede all prior written and oral negotiations, agreements and writings, express or implied.

(f) Modification; Waiver. This Agreement may be modified, amended, superseded, or extended, and the terms hereof may be waived, only by a written instrument signed by all of the Parties hereto or, in the case of a waiver, signed by the Party waiving compliance.

(g) Preservation of Rights. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any Party may otherwise have at law or in equity.

(h) Provisions Severable. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Party to lose the material benefit of its economic bargain.

(i) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

(j) Construction. Each Founder, Investor Member and the Company acknowledge that each and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or schedules thereto.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

GREAT LAKES MEDICINALS LLC

By:_____
Name: Kurt B. Odenbach
Title: President

MEDICINAL GREEN, LLC

By:_____
Name: James Wilmot
Title: President

NYC-GREAT LAKES, LLC

By:_____
Name:
Title:

GLM HOLDINGS LLC

By:_____
Name: Kurt B. Odenbach
Title: Manager

_____
Kurt B. Odenbach

_____
John B. Odenbach

_____
Alex B. Odenbach

_____
Timothy J. Dollinger

GUARANTY OF OBLIGATIONS OF MEDICINAL GREEN, LLC

The undersigned are investors in Medicinal Green, LLC and hereby jointly and severally guaranty the obligation of Medicinal Green, LLC to contribute the MG Contribution in the amount of $2,000,000.

Thomas C. Wilmot, Sr.

James A. Wilmot

Dennis Wilmot

Shawn M. Griffin

## Great Lakes Medicinals LLC Certificate Under Seal of the Department of State

Great Lakes Medicinals Certificate Under Seal of the Department of State has been included as a separate, additional document attachment to this applications.

# State of New York

} ss:

# Department of State

*I hereby certify, that FINGER LAKES MEDICINALS LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 02/25/2015, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:*

*A Certificate of Merger was filed on 04/02/2015.*

*A certificate changing name to GREAT LAKES MEDICINALS LLC was filed on 04/09/2015.*

*I further certify, that no other documents have been filed by such Limited Liability Company.*

STATE OF NEW YORK ★ DEPARTMENT OF STATE ★ EXCELSIOR

***

*Witness my hand and the official seal of the Department of State at the City of Albany, this 26th day of May two thousand and fifteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

201505270591 * AL

Great Lakes Medicinals Business Plan

Below is a copy of the Business Plan that has been created for Great Lakes Medicinals LLC. The business is plan is considered a "living" document to guide our operations and growth strategies and as such the document content may change and be updated to reflect organizational, operational, growth strategies and/or other changes that may happen.

GREAT LAKES MEDICINALS

# BUSINESS PLAN

## MEDICAL MARIJUANA CULTIVATION, MARIJUANA-INFUSED PRODUCTS AND RETAIL DISPENSING FACILITIES

**Executive Summary**

Great Lakes Medicinals LLC ("Great Lakes" or "GLM") is a patient focused Marijuana based health care organization and member of the National Cannabis Industry Association (NCIA) located in Western New York. GLM's sole purpose is to provide high quality, safe and natural relief to patients and families who are looking for alternative medicines. GLM's mission is to be the leading provider of Marijuana based alternative medicines in New York State. Every product will be scrutinized to the highest safety standards in order to protect patients through strict processes, research and quality controls.

GLM will sell Department-approved medical marijuana products to all patients certified by New York State. The organization is owned and operated by residents of the state of New York, but has partnered with a Denver, CO based consultant to provide the marijuana business startup expertise. The marijuana industry is one of the nation's fastest growing billion-dollar industries and Great Lakes intends to be a key player and pioneer of the New York regulated medical marijuana market. GLM will not only be creating a new company, but it will also be a key player in creating America's newest market in New York State.

**General Company Description**

Great Lakes is a vertically integrated marijuana based health care organization intent on meeting the medicinal marijuana needs of patients in New York State. Our plan is to have geographically diverse dispensary locations including Rochester, Binghamton and the greater NYC Metro Area. To ensure the highest quality, safety and security we will directly oversee and control the cultivation, harvesting, manufacturing and dispensing of marijuana products in facilities operated by GLM. Great Lakes Medicinals currently operates a 20,000 sq. ft. state-of-the-art hydroponic facility that enables us to provide high quality vegetables and herbs to local markets and restaurants. Taking this experience with vertical integration and transitioning it to our indoor setting at Eastman Business Park is essential to meet the needs of patients and ensuring safety and security in all stages of the supply chain.

All GLM executive officers were born and raised in Upstate NY and all officers and managers currently reside in NY. Our executive team has a diverse local history of business and community leadership in various relevant industries, which will enable us to help meet the needs of the medical marijuana patients of New York.

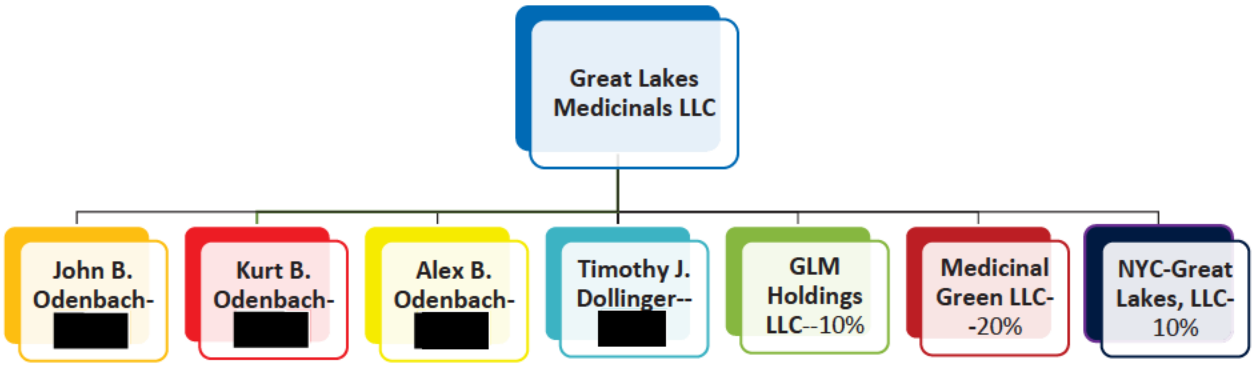
GLM has developed strategic partnerships with multiple organizations that specialize in medicinal marijuana cultivation, manufacturing and dispensing. GLM will also work closely with local medical institutions, and already has a very close relationship with a number of these institutions.

Great Lakes' goal is to be a registered organization under the NY State Department of Health in accordance with Public Health Bill § 3364 (also known as the Compassionate Care Act). This would allow GLM to acquire, possess, manufacture, sell, deliver, transport, distribute or dispense marijuana for certified medical use.

GLM will operate a Marijuana Cultivation/Marijuana-Infused Products Manufacturing facility and a dispensing organization in full legal compliance with the State of New York Compassionate Care Act. GLM is utilizing the existing security and infrastructure of the Eastman Kodak Business Park in Rochester, NY. GLM has leased 110,000 square feet of warehouse/manufacturing space in the Eastman Kodak Business Park and also has an option to purchase or ground lease another 5 acres to expand into a greenhouse if demand warrants it. GLM will cultivate, produce and dispense medical marijuana-infused products for distribution to licensed and approved medical marijuana patients and caregivers in the state of New York. GLM will ensure compliance with all applicable state and local laws and regulations while becoming a valuable member of the local business communities and surrounding areas. GLM's

focus will be on cultivating the highest quality medical marijuana for the New York medical marijuana industry and to operate safe, patient-friendly dispensing facilities. Through the use of True Living Organism (TLO), organic, synthetic and other cultivation methods GLM will cultivate high quality medical grade marijuana. The patient-centric retail dispensing operations will be conducted according to all state and local laws and regulations.

**GLM Ownership Structure**




**Mission Statement**

Great Lakes Medicinals' mission is to be the leading provider of Department approved medical marijuana products to those in need of high quality, safe and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we service.

**Goals and Objectives**

GLM's goal is to provide safe and consistent Department-approved medical marijuana products to patients in New York State. Every product will be scrutinized to the highest safety standards in order to protect patients through strict processes, research and quality controls. GLM will cultivate, manufacture, dispense Department-approved medical marijuana products while maintaining strict adherence to all state and local laws and regulations.

The primary goal of GLM is to become the leading state registered, approved and licensed medical marijuana organization in the state of New York; producing high quality medical marijuana and approved medical marijuana products for distribution to state registered and licensed medical marijuana patients and caregivers. GLM's goal is to build a trusted brand that is recognized state wide as the leader in consistent medical grade marijuana products. Our dispensaries will offer patients the highest level of patient-focused customer service. We will differentiate the GLM dispensary experience not only through our superior products but through our unique patient friendly approach to servicing the needs of our patients.

Secondary goals for GLM include gaining and capitalizing on market share within the New York medical marijuana industry, creating and maintaining strong brand recognition through our medical marijuana and medical marijuana-infused products, and ultimately creating quality standards for marijuana and marijuana-infused products that the medical marijuana patients in New York expect and deserve. Through its marijuana infused products and oils GLM

wants to be the elite medicinal marijuana company in NY, providing expertise and working closely with state and local governments and medical organizations to help educate qualifying patient populations on safe and effective uses of medical marijuana. GLM's goal is to partner with local leading research hospitals and supply them with the medical marijuana needed to run clinical trials on the efficacy and usage of medical marijuana.

Objectives for GLM will include creating standardized marijuana and marijuana-infused products for all strategic dispensing organization partners. GLM wants to ensure standardization for all marijuana and marijuana-infused products manufactured so that all dispensing organizations will receive identical products at their facilities. This will create strong brand recognition and awareness for GLM. Medical marijuana patients of New York will come to expect the same quality and standards for GLM products at all dispensing locations that are partnered with GLM. GLM plans to operate warehouse cultivation facility in Eastman Kodak Business Park in line with a retail dispensing organization.

**Business Philosophy**

GLM philosophy is to cultivate, manufacture and dispense medical marijuana and medical marijuana-infused products of the highest quality and with the highest regard for health, safety, security and efficacy for employees, business partners and end users. GLM will always operate our organization and business with our employees and patients as the sole purpose of being in business. We believe that if we care, respect, listen to and empower our employees every day, they will, in turn, offer our patients and customers the best possible service and dispensary experience in the state. We want to be active members of the communities that we serve and are enthusiastic about being involved with local municipalities and governments. GLM will always operate their business in a transparent and honest way in order to minimize any changes that could impact their patients, employees and communities in which they serve.

**Business Market**

The medical marijuana and medical marijuana-infused products manufactured by GLM will be marketed with the intent for dispensing to state licensed medical marijuana patients and caregivers. The end consumer of the products produced by GLM will be approved and licensed medical marijuana patients in the state of New York. GLM will market to health care providers and caregivers by teaching them of the benefits that medical marijuana can provide to registered patients.

**Industry Description**

The medical marijuana industry is an industry experiencing rapid growth and advancement. There are currently 23 states and the District of Columbia with medical marijuana laws, 5 states with legal adult-use marijuana laws including Colorado, Washington, Oregon, Alaska, and the District of Columbia (pending federal approval).

Modern medical research has shown the beneficial applications of marijuana in treating or alleviating the pain, nausea, and other symptoms associated with a variety of debilitating medical conditions, including cancer, multiple sclerosis, and HIV/AIDS, as found by the National Academy of Sciences' Institute of Medicine in March 1999. As state medical marijuana programs continue to expand we predict the federal government will need to change the classification of marijuana from a Schedule 1 narcotic to a Schedule II narcotic. With this change it will open up significantly more medical research and clinical trial opportunities. Increased research and clinical trials will lead to considerably higher demand and interest in the medicinal uses of marijuana over other potentially dangerous and addictive prescribed medication.

With these advances in modern medical research and marijuana research; we feel the medical marijuana market will continue to expand and develop in the years to come. More states each year are drafting legislation for medical marijuana as well as recreational use of marijuana and this trend does not show signs of decline.

**Company Strengths and Core Competencies**

GLM's strengths and core competencies will be the cultivation and manufacturing process and techniques utilized by GLM. The cultivation techniques utilized by GLM will produce approved medical marijuana products for the patients of New York. Manufacturing process, techniques and recipes will also help GLM succeed with organization goals and objectives. GLM will process high-grade medical marijuana into various marijuana-infused products using only high quality ingredients for final products. GLM has also partner with scientists experienced in marijuana research, Dr. Harold Smith, a tenured University of Rochester Professor and Researcher, is an experienced scientist who has industry experience with other Marijuana companies in Colorado.

A patient-centric focus at the retail dispensing level will also set GLM apart from the competition. All dispensing agents will have vast knowledge regarding medical marijuana; including genetic and strain varieties, recommended dosage rates, possible effects, etc. This will allow dispensing agents to be able to offer recommendations suited for each individual patient.

**Products and Services**

The products offered by GLM will be approved by the Department prior to offering for sale or dispensing. GLM will initially produce five (5) brands on a consistent bases in three (3) different forms. GLM will produce Department-approved medical marijuana products for dispensing to patients with serious, sometimes terminal diseases and as such, GLM views this business as a controlled substance pharmaceutical business. With this in mind GLM will have licensed pharmacists at each dispensary location that have extensive training and knowledge of medical marijuana treatments per State regulations. Medical dispensaries will remain closed if a pharmacist is not on the premise to supervise operations. This will reinforce GLM's commitment to patient safety, customer service and professionalism. It will also demonstrate our commitment to building a reliable and consistent brand experience. People will trust our branded products knowing that a licensed pharmacist's clinical expertise is behind every prescription that is filled. GLM will also offer a telephone hotline that patients can call 24 hours a day 7 days a week in emergency situations providing further piece of mind for our patients and their families. GLM's focus on continually improving its retail products and dispensary patient experiences will drive our brand to be further differentiated from all competitors in NY.

The goal of GLM is to produce Department-approved medical marijuana products that unlock the palliative properties of the plant and deepen our understanding of the endocannabinoid system and its role in human health. Our products will be created pursuant to stringent quality standards, selecting strains/genetics with desirable palliative qualities. The strains that will be utilized will be high in CBD or have THC/CBD ratios that have demonstrated efficacy for qualifying conditions. Finally, through production and product strategies coupled with rigorous testing we will overcome one of the most significant hurdles for the medical community, which is consistency of dosage and cannabinoid profile. Products we intend to produce include but are not limited to:

- Co2 based extractions for vaporization
- Pill-form edibles (capsules)
- Sublingual(s)/ Tinctures

The cultivation of medical marijuana will include a wide variety of marijuana strains; all strains will be unique and have different medical benefits for individual patients. Marijuana varieties will include different strains from indica, sativa, hybrid and CBD dominant genetics. Patients will experience different effects from different variety strains and genetics.

The services offered by GLM will be the dispensing of medical marijuana and medical marijuana-infused products to registered, licensed medical marijuana patients and caregivers in the state of New York. GLM will also provide educational information on medical marijuana to patients and caregivers at the retail dispensing facilities.

**GLM Brands**

1. **Brand #1** — low THC and high CBD (1:20 ratio THC to CBD)
2. **Brand #2** — equal amounts THC and CBD (1:1 ratio THC to CBD)
3. **Brand #3** — low THC and high CBD (1:10 ratio THC to CBD)
4. **Brand #4** — high THC and low CBD (20:1 ratio THC to CBD)
5. **Brand #5** — high THC and low CBD (10:1 ratio THC to CBD)

**Competitive Advantage**

GLM intends to produce and dispense medical marijuana and marijuana-infused products of the highest pharmaceutical grade quality. GLM has hired and retained *American Cannabis Company Inc.* for consulting help with the implementation and execution of organization plans and goals. *American Cannabis Company Inc.* brings years of knowledge and practice within the legal and regulated medical marijuana industry. The company currently serves medical marijuana business throughout the US and Canada and is a fully reporting public company. This consulting partner will help set GLM apart from the competition and provide GLM the needed intellectual property and expertise to rapidly establish compliant operations while producing pharmaceutical grade medical marijuana for patients in the state of New York.

*American Cannabis Company Inc.* provides products and services to regulated and licensed medical marijuana, recreational and hemp operators. *American Cannabis Company Inc.* has developed a fully integrated business model that features end-to-end solutions for customers in the medical marijuana and regulated marijuana industries. The team brings extensive knowledge of the regulated marijuana industry to clients from years of experience through owning and operating medical marijuana businesses and supporting the industry through innovative products and services.

*American Cannabis Company Inc.* will fully prepare facility staff on all aspects of the business before commencing any operations. Training and education will be all encompassing; covering regulatory compliance, seed-to-sale tracking, patient advocacy, point-of-sale training, security and diversion, health and safety, sanitation, transportation, also including all cultivation processes and applications, manufacturing of products, and global operations.

*American Cannabis Consulting* provides a wide range of training and educational materials for clients:

- Standard Operating Procedures
- Security
- Diversion and Loss prevention
- Transportation procedures
- Storage

- Cloning
- Transplanting
- Pruning and training
- Nutrient management
- Specific requirements for strains within portfolio
- Curing
- Integrated pest management and identification
- Clean room and containment protocols
- Quality control
- Closed loop recycling for soil and composting operations
- Extracting and infused products
- Packaging and storage
- Testing
- Research
- Training Manuals
- Log Sheets and Templates
- On-Site Training
- Educational Information
- Initial Job Training
- Job Shadowing
- Video Conferencing
- Phone Support

Along with consulting from *American Cannabis Company Inc.*, GLM has years of experience within many different, but complimentary business industries. GLM's executive team has experience in a wide variety of industries, including farming, pharmaceuticals, manufacturing, building materials, engineering, retail management, supply chain management, IT management and the practice of law.

GLM's Chief Executive Officer, Chief Operating Officer, and Accountant have operated, through roles including President, Vice President of Operations, and Controller, of a building materials company based in Western NY, which has 600 employees and sustained sales of $200 million, annually. GLM's general counsel currently practices law in a highly regulated industry, which requires substantial oversight and compliance with both state and federal laws. GLM's team also includes a Doctor of Pharmacy, currently employed as a store supervising pharmacist by a top 5 national retail pharmacy, with broad knowledge in chemistry, biology, physiology, comprehensive disease management, and pharmacology; as well as knowledge of Health Care Systems and Pharmacy Care Management. GLM's Chief Financial Officer is employed as a financial analysis manager at a corporation in the medical industry with projected $500 million revenues in 2014. GLM's Chief Retail and Branding Officer is employed by a nation-leading supermarket chain and has experience bringing new products to market from source to consumption, managing retail outlets and supply chain management. GLM's Chief Cultivation Officer was responsible for the start-up and operation of a high technology hydroponic greenhouse operation supplying herbs throughout the northeast year round. GLM's Director of Cultivation and Quality Assurance, Tiera Stonewell is currently the Director of a local commercial organic farm overseeing all crops and personnel ensuring the highest quality organic produce. She is GAP certified and will bring years of organic growing and quality aaurance experience to our team.

**Pricing**

Pricing for all GLM medical marijuana and marijuana-infused products will be approved by the Commisioner per the State of New York regulations. GLM will submit our estimated pricing program and analysis to the Commisioner for

review and to seek approval for the prices of our offered products. GLM is estimating a price per gram of oil should be approximately $60. This will allow the patients of NYS to access affordable, quality medicine in 10mg dosage amounts.

GLM will push to ensure that pricing will be computed so that all costs associated with the production and dispensing of the marijuana and marijuana-infused products are covered. Pricing will also be computed to ensure GLM is profitable and able to continue operations and growth strategies. NY pricing will be based on the cost of production, cost of dispensing and fair market value for marijuana infused products.

Different pricing structures and strategies will be utilized by GLM for determining pricing on cultivated marijuana and manufactured marijuana-infused products.

**Research Plan**

The target market will be comprised of medical marijuana patients that meet the requirements set forth in Public Health Bill § 3360. This includes:

- Cancer
- HIV/AIDS
- Amyotrophic lateral sclerosis
- Parkinson's Disease
- Multiple sclerosis
- Any individual with damage to the nervous tissue of the spinal cord with objective neurological indication of intractable spasticity
- Epilepsy
- Inflammatory Bowel Disease
- Neuropathies
- Huntington's disease
- Cachexia or Wasting Syndrome
- Severe or Chronic pain
- Severe Nausea
- Seizures
- Severe or persistent muscle spasms

Our target customer base may expand as the NY Health commission adds any new serious condition that can be treated by medicinal marijuana.

We are estimating that by year 2 approximately 0.5% of the population will carry a medicinal marijuana license and by year 5 we will have a mature medicinal marijuana program to include approximately 1% of NYS residents. Using a population of approximately 4,281,951 people and 0.5% of the population our estimate for medicinal marijuana certifications in our markets is 21,409 by year 2 and 42,819 by year 5.

Great Lakes' competition will include all other companies that possess a license to cultivate and dispense medicinal marijuana in New York State, as well as alternative or substitute medicines for each particular ailment. The number quoted above would represent an estimated market share of 22% for the NYS marijuana market

**Economics**

GLM has analyzed multiple existing states in which medical marijuana is legal. While each state has different conditions that are allowed to be treated we focused on 3 mature medical marijuana markets for our comparison. These states are Oregon, Arizona and Colorado. Total patient base for those 3 states as a percentage of total population are as follows: Oregon- 2.44%, Arizona- .79% and Colorado 2.56%. We are predicting that by year 5, NY will be a mature medical marijuana market with a total patient adoption rate of approximately 1% of the population. There is tremendous potential for this number to increase as the NY Health Department continues to add diseases that can be treated with medical marijuana. 18 months after the law is passed the NY Health Department will decide if other medical conditions including post-traumatic stress disorder (PTSD) and rheumatoid arthritis will be added to treatable conditions. For more details please see Pro Forma.

**Market Analysis**

In our market area GLM will have 100% market share as the licenses are going to be equally distributed throughout NY based on population. In the state GLM will have approximately 22% market share of the medical marijuana industry. As more conditions get added by the Department of Health there is an opportunity for GLM to expand their footprint throughout the state. GLM's long term plan is to have dispensaries state wide and be the market share leader in the medical marijuana industry.

**Market Demand, Trends & Growth**

Market demand is anticipated to be high amongst the patients that qualify for medical marijuana treatment. As new conditions continue to be added by the NY Health Department the market demand is only going to increase. With the continued rise of opioid addiction and abuse in the U.S. and NY we anticipate the demand for natural non-addictive medical marijuana products to be very high. With limited side effects the medical marijuana market is positioned to be a high growth market for years to come. According to the Journal of the American Medical Association (JAMA) Internal Medicine, published in August 2014, the 13 states from 1999 to 2010 with medical marijuana laws have lowered their opioid related deaths by as much as 25% in comparison to states without medical marijuana.

In accordance with all NY laws, GLM will market its brand and the beneficial attributes of medical marijuana use to doctors and patients throughout its market area. GLM plans to hold town hall style meetings at the initial onset of the program to educate potential patients and provide a forum for questions to be asked. We will also help potential qualifying patients with the initial registration process providing them with the necessary documents and contacts in the Health Department to ensure a quick and trouble-free enrollment.

GLM also plans to work with health groups, doctor organizations and hospitals to educate them on the benefits of medicinal marijuana use for the specific diseases in which NY is allowing it to treat. GLM's success as a company is going to be based around the number of doctors that are accepting and licensed by the state to issue medical marijuana prescriptions. GLM will need to be extremely educated on the specific conditions and how medicinal marijuana can increase the quality of life for these patients. GLM will be staunch patient advocates, with a goal of increasing the quality of life of our patients and their families, while decreasing the amount of potentially addictive and harmful drugs being used by patients.

**Milestone Schedule**

Specific deadlines cannot currently be determined until the NY Department of Health releases their application schedule. Great Lakes Medicinals has already signed a consulting deal with *American Cannabis Company Inc.* to provide medical marijuana industry and business startup expertise. American Cannabis Company will also provide

expertise throughout the application preparation and submittal process. ACC has been successful in achieving medical marijuana licenses such as this in many other states for their clients. The state would like this program up and running in 18 months (by or before January 2016). GLM has signed a labor contract with the United Food and Commercial Workers on a contract for their future employment. The NY bill states that employees will need to be members of a union for this industry in NY. GLM has a signed lease for our 110,000 square feet in Eastman Kodak Business Park for the cultivation center.

**Barriers to Entry**

Barriers to entry are typical of any new business joining an industry, that same is true for GLM. Critical barriers to entry that GLM must overcome include:

- Acquiring one of the 5 licenses from NY
- High capital costs
- High production costs
- Consumer acceptance
- Training and skills
- Unique technology and methods
- Security and diversion risk

**Overcoming Barriers to Entry**

GLM will be properly funded to ensure that it can continually expand to meet demand but maintain operations during the patient adoption period. Through its partnership with *American Cannabis Company Inc.* GLM will have the required proven intellectual property to establish successful and state compliant medical marijuana cultivation, manufacturing and dispensing operations. Best practices for cultivation, manufacturing, dispensing, security, tracking and transportation will implemented from mature medical marijuana markets.

**Products**

GLM will cultivate and manufacture marijuana and marijuana-infused products of pharmaceutical grade for dispensing organizations and licensed patients within New York.

**Product Offerings**

- Co2 based extractions for vaporization
- Pill-form edibles (capsules)
- Sublingual(s)/ Tinctures

**Product Features and Benefits**

**Co2 extracts:** Co2 extracts are used in vaporizing the medical marijuana opposed to smoking. Vaporizing is less harmful to the respiratory health of medical marijuana patients.

**Pill-Forms (Capsules):** Marijuana products in pill form provide a different vehicle in which patients can medicate with.

**Sublingual(s)/Tinctures:** Sublingual are another way to orally ingest medical marijuana. Sublinguals are to be placed under the tongue of a patient for medication. Tinctures are another form of edible marijuana. Tinctures will

be consumed in the same way as edible products with the primary difference being the dosage rates and quantities needed to be consumed.

**Customers**

The primary customers of GLM will be state medical marijuana patients within the state of New York. GLM intends to be a cultivator, manufacturer and dispenser of medical marijuana and medical marijuana-infused products.

**Medical Marijuana Patients:** State registered and approved medical marijuana patients and caregivers, as delineated in section 3360 of New York's public health bill. This customer group will comprise of the end users of the medical marijuana and medical marijuana-infused products cultivated and manufactured by GLM. This customer group will be accessed through medical practitioners that will be or could be licensed to prescribe medical marijuana.

**Competition**

GLM competition will comprise of other state registered, approved and licensed cultivation and dispensing centers within the state of New York. Any other cultivation and/or dispensing center will be considered a direct and major competitor due to state regulations mandating the allowable number of center registrations. The State of New York will only issue 5 licenses for the cultivation and manufacturing of medical marijuana and infused products.

Of these 5 licenses, each organization is only allowed to operate 4 dispensing facilities. As the current legislation stands, Great Lakes Medicinals direct competitors will be limited to 4 competing cultivation/manufacturing operations, and 16 retail dispensing operations. There is always the possibility of our competition pool increasing with the passage of new legislation or laws allowing more medical marijuana licenses registrations.

Due to the limit on licenses, GLM's main competition will be other therapies for the ailments delineated in the Compassionate Care Act, rather than other medical marijuana dispensers. The limited number of dispensaries will significantly reduce the possibility of competition amongst the five licensees; therefore GLM will compete with therapies that practitioners traditionally prescribe for the serious medical conditionals medical marijuana can be used to aid.

**Promotional Strategy**

GLM will need to have a unique promotional strategy. With speed to market as a goal, GLM will be able to retain a larger number of patients with quality medicine and superior patient experience. All promotional activities and materials shall strictly comply with all applicable state and local laws and regulations.

**Dispensing Promotion**

GLM will need to have a strong promotional strategy for the advertising and marketing efforts for the retail dispensing operations of the organization. Promotional efforts will be heavy prior to opening for retail dispensing operations and will continue strong until brand awareness and brand recognition have increased to a point GLM feels it can start reducing promotional efforts.

**Advertising**

The retail dispensing facility will utilize a traditional store-front sign as the primary attractor of customers and patrons from the street and nearby areas. GLM may utilize traditional print advertising as a way to market the products and services offered.

GLM management will create and maintain a website as a means to communicate to the public the various resources available at the retail dispensing facility. The website will act as a useful, educational resource, and will contain links to several up-to-date sources of medical marijuana research and data. The website will list product availability strains and infused products for purchase. Legal information will also be made readily available, including links that are relevant to New York medical marijuana laws, and other synopses of the laws to promote a better overall understanding. The website will also contain useful counseling resources, including local drug addiction treatment centers and information about the warnings of driving under the influence. Finally, the website will display all GLM contact information for individuals to call or email to request additional information. The website will contain no images, statements, designs, or representations that encourage or represent the use of marijuana for any purpose other than to treat a debilitating medical condition. The website will not contain images of people administering marijuana in any fashion.

Social Media will also be used as a communication and marketing technique. Current medical marijuana news will be made available on the social media sources, as well as updated product information and product availability within the dispensing facility. The GLM Facebook page will be monitored frequently, and any inappropriate comments will be removed immediately. No individual will be permitted to discuss marijuana for any reason other than to treat a debilitating medical condition.

**Pricing**

Pricing for all GLM medical marijuana and marijuana-infused products will be based on the current fair market value of said items. Pricing will be calculated so that all costs associated with the production and dispensing of the marijuana and marijuana-infused products are covered. Pricing will also be calculated to ensure GLM is profitable and able to continue operations and growth strategies.

Different pricing structures and strategies will be utilized by GLM for determining pricing on cultivated marijuana and manufactured marijuana-infused products.

**Manufactured Marijuana-Infused Products:** Pricing based on cost of production, cost of dispensing and fair market value for marijuana-infused products.

GLM will also develop and implement a patient hardship program. The patient hardship program will be created for the purpose of helping state licensed medical marijuana patients obtain medical marijuana in the cases that said patients cannot financially afford the medication.

**Patient Hardship**

GLM intends to establish a charitable organization, called the Great Lakes Foundation, for those that cannot afford treatment for ailments that can potentially be alleviated through the use of medical marijuana.

Due to federal prohibitions, health insurance will not cover the use of medicinal marijuana to treat any ailment, so many of those that cannot be treated by conventional means, are unable to pay out-of-pocket for medical marijuana. The Great Lakes Foundation will raise money through charitable events and contributions from GLM in order to assist low-income families and individuals in obtaining medical marijuana in New York.

GLM will coordinate with dispensary customers to provide financial assistance to qualified patients who are unable to afford medicinal marijuana. GLM will strive to ensure that financial issues do not prevent patients from seeking or receiving care. GLM will use the Federal Poverty Level as a guide to provide free or discounted medicine to

individuals who meet the policy's criteria. GLM will rely upon the Census Bureau's definition of a family and family income when computing federal poverty level guidelines. If the patient's income and household falls within 300% of the published guidelines, the patient will be provided medicine at a reduced, or at no-cost according to the following conditions:

- For those qualified patients who are between 0 to 300% of the federally recognized poverty level the price will be at a 30% reduction;
- For those qualified patients who are at or below the federally recognized poverty level the price will be 50% to 100% reduced, depending on circumstance;
- For hospice patients, veteran's home residents, and veterans, there shall be a reduced price, depending upon the financial circumstance.

Eligibility will be based upon a determination of financial needs in accordance with the policy. In order to receive financial hardship benefits, patients must fill out a required application. The application will include mandatory attachments that document proof of income. Applicant will have the option to submit all of the following documents: W-2, paycheck stubs, income tax return, forms from Medicaid or other state-funded medical assistance programs, or forms from employers or welfare agencies. Other circumstances that will be taken into consideration are bankruptcy settlements and catastrophic situations (death, disability in family, divorce). Applicants without the above mentioned proof must provide documentation that shows the patient is unable to pay their medical marijuana bills and still be able to pay for other basic necessities. It shall not take into account age, gender, race, social or immigrant status, sexual orientation, or religious affiliation. This application is to be completed on an annual basis in order to be placed in GLM's financial hardship program. Any denial of the discount/no cost request will be documented as such, and instructions for reconsideration will be provided by GLM. All applicants and their records will be kept confidential. Dispensaries and their patients must cooperate with GLM procedures for obtaining financial assistance. GLM will request confirmation from participating dispensaries that the savings are being provided to the intended patients and only to the intended patients. Patients are expected to contribute to the cost of care based on their ability to pay. This policy assures access to medicine and protects the assets of financially needy patients. Individuals with the financial means to pay for medicine shall be urged to do so within the guidelines of federal law. GLM shall notify dispensaries of its financial assistance policy by posting notices on the company website and providing the information directly to them.

**GLM Cultivation Location**

GLM's current cultivation site at Eastman Kodak Business Park is comprised of two floors that equal 110,000 square feet of cultivation, manufacturing, packaging and a small office. The second floor of our warehouse at Eastman Kodak Park has over 30 foot ceilings. We are planning on utilizing a high-density vertical cultivation system including approximately 4 layers of flowering space on moveable racking systems. An American Cannabis Company client in Nevada is currently utilizing this type of vertical, high-density cultivation technology. Our lease at Eastman Kodak Business Park also includes an option on a vacant piece of land adjacent to the existing warehouse. This will give us the opportunity to built out a state of the art greenhouse cultivation facility if the demand of the New York State patients warrants it. Looking at our projections and models our existing warehouse space would enable us to provide product to patients for at least 5-7 years before we would need to build a greenhouse. GLM has dispensary sites that can reach a very diverse section of NYS. This will include upstate NY, the southern tier, ad the Metro NY City area. GLM will ensure locations meet all zoning requirements and that all applicable state and local laws and regulations will be complied with. There will be ample parking on site for facility employees at the cultivation facility; there will also be ample parking for employees, patients and customers at the retail dispensing location.

**Distribution Channels**

The distribution channels utilized by GLM will be through transporting to dispensing locations. GLM intends to cultivate and manufacture medical marijuana and medical marijuana-infused products for dispensing.

**Transportation**

The transportation of all medical marijuana and medical marijuana-infused products will be done by GLM in accordance with all applicable state and local laws and regulations. Transportation of all finished, packaged product from the cultivation center to the dispensaries will take place in an unmarked vehicle with at least 2 employees and a commercial grade safe secured to the vehicle. Vehicles and the delivery times will be randomized to maximize security. At all times one employee will remain in the vehicle. Our cultivation center will also include a sally port. This is a loading dock that has a secure door in which the transportation vehicle can enter the facility and lock the garage door behind it. Only at that time can the loading dock door to the cultivation facility be opened and product loaded in. The transportation plan is explained in more detail in the Standard Operating Procedures.

**Sales Forecast**

**Please see Financial Pro Forma*

**Operational Plan**

Great Lakes Medicinals plans to base its growing operations in the Greater Rochester Area in the town of Greece at the Eastman Kodak Business Park. Located between two of the major population centers of Buffalo and Syracuse, Rochester is perfectly situated to service the needs of NY residents. Rochester, in recent years, has become the manufacturing and technology hub of Upstate NY and the area's largest employer, The University of Rochester, is at the forefront of science, technology, and medical research. Rochester's benefits also include access to fresh water sources, open land, and renewable energy. Rochester consistently ranks as one of the U.S.'s best places to live and raise a family in part due to its great schools and affordable cost of living.

Safety and Security will be a top priority at Great Lakes Medicinals. Great Lakes will adhere to the highest principles of safety, leadership, and community contribution. Cultivation operations will take place at our state-of-the-art facility; testing and research will also be conducted on the premises. Great Lakes Medicinals will keep in mind the impact to the surrounding community and all operations will be planned, designed and engineered for environmental conservation to reduce our carbon footprint.

GLM's operational plan will detail the daily operations of the business, its location, equipment, people, processes, and surrounding environment. GLM's Standard Operating Procedures (SOP's) will also detail daily operations and procedures for the marijuana cultivation process, the manufacturing of marijuana-infused products and the retail dispensing operations.

**Production**

Production will consist of the entire medical marijuana cultivation process; from seed germination and propagation to harvesting, curing and packaging. Production will also consist of the entire manufacturing process for the production of medical marijuana-infused products. The production process and procedures are explained in detail in the Cultivation SOP's. The Cultivation SOP's will cover all cultivation processes as well as all marijuana manufacturing and marijuana-infused products processing.

**Methods of Production:**

**Marijuana Cultivation:** Various cultivation techniques will be utilized within the cultivation facility. See Cultivation SOP's for more information on cultivation techniques.

**Marijuana-Infused Products Production:** Manufacturing techniques and procedures for marijuana-infused products are explained in detail in the Manufacturing of Marijuana-Infused Products in the Cultivation SOP's.

**Quality Control**

Quality control measures will be created and implemented within the cultivation facility to ensure quality and consistency of products produced within the facility. Quality control procedures are detailed in the Cultivation SOP's.

**Customer Service**

Customer service policies will be created to ensure good working relationships with dispensing organizations within the state of New York.

**Inventory Control**

Inventory control measures will be created and implemented to ensure inventory quantities are accurate and for state required seed-to-sale tracking of all medical marijuana and medical marijuana-infused products. Inventory control procedures are detailed in the Cultivation SOP's.

**Product Development**

Product development procedures will be created and implemented for the purpose of creating new medical marijuana-infused products and/or new genetic strains of medical marijuana.

**Hours of Operation**

GLM hours of operation will be 7 days a week from 8AM to 5PM. Hours of operation within the facility may vary depending on the numerous factors such as types of operations being performed, the time of year, environmental factors such as weather and temperatures, etc.

**Retail Operations**

The front-end retail operations are a critical business entity within the organization, which is essential for building and maintaining customer and patient relationships, which in turn will generate sales and profits for the organization. Customer service as well as knowledge of all applicable laws and regulations is vital to the success of the front end. A friendly, knowledgeable and professional staff will drive sales and patient loyalty. Retail dispensary locations will operate 7 days a week from 9am-7pm.

**Patient Advocacy**

Medical marijuana patients are the reason for the medical marijuana industry; as such patient advocacy will play a vital role within the organization. A patient advocate's role will consist of being in close contact with the primary medical marijuana patients of the facility. Roles and responsibilities of patient advocates will be discussed in more detail in the SOP's.

**Patient Education**

Individual patients will have different reactions to the medical marijuana strains available, so patients will need to be educated about the potential effects of each marijuana strain. A knowledgeable retail staff will be able to reference patient ailments with the marijuana strains available and ultimately be able to recommend a marijuana strain suitable for the patient. Please see SOP's for more detailed information regarding patient education.

**Education and Training**

All retail dispensing facility employees will receive training prior to beginning work within the facility. A continuing education program will aid in developing staff members and preparing them for further advancement within the company. It is the responsibility of the retail facility manager to ensure training takes place for all team members prior to commencing work within the retail facility. Education and Training are more detailed in the SOP's.

**Security Measures/Protocols Training:** All dispensing facility agents will receive extensive training detailing facility security measures in place and security protocols. Security measures and protocols are explained in more detail within the SOP's.

**Laws and Regulations/Compliance Training:** Adhering to all state, local laws and company specific regulations is of utmost importance to create an end product with the highest efficacy for patients. Compliance training is detailed more thoroughly in the SOP's.

**Point of Sale (POS) Training:** POS training is covered in more detail in the Retail SOP's.

**Patient Advocacy Training:** Patients are the reason for the medical marijuana industry and therefore proper patient advocacy training is essential in order to have a successful medical marijuana retail dispensing operation. Patient confidentiality is of utmost importance; any and all patient information is confidential and is to remain secured on location. Any unauthorized release of patient information will be grounds for immediate job termination.

**Daily Retail Processes**

The daily retail processes are explained in more detail in the Retail SOP's.

**Opening Responsibilities**

The opening responsibilities will primarily be comprised of getting the retail sales floor ready for the day. This will be detailed in the Retail SOP's.

**Closing Responsibilities**

The closing responsibilities will primarily be comprised of closing the retail sales floor and securing product for safe storage throughout the night. Closing responsibilities will be detailed in the Retail SOP's.

**Patient Intake**

Patients wishing to patron the retail facility will need to have a valid state medical marijuana patient license. Before entry into the retail facility team members will verify the validity of each patient's medical marijuana license through the state electronic verification system. After the verification process the patient will be allowed entry into the retail facility.

**Sales Procedure**

The sales procedure needs to be completely accurate for every sales transaction. If sales records are not accurate inventory will have discrepancies and could result in compliance issues. Retail team members will go through extensive training on the POS system and the sales process before commencing operations. The sales procedure is explained in the Retail SOP's.

**Customer Service**

Customer service policies will be created to ensure good working relationships with dispensing organizations and licensed patients within the state of New York. GLM's focus will be in providing exceptional service and the best dispensary patient experience in NY

**Inventory Management**

Inventory management is a critical factor at every facility within the organization. The tracking of all medical marijuana from seed to sale will be done through inventory management through the use of template log sheets. Physical inventory counts will be done on a daily, weekly, and monthly basis at all retail facilities. Inventory management is explained in more detail in the SOP's.

**Location**

**Dispensary Locations-** GLM will be looking for commercial real estate space close to the population centers of its market areas. We will be operating dispensaries in approximately 1,500-3,000 square feet of retail space. Currently dispensary locations include Rochester, Syracuse, Binghamton and Yonkers NY.

**Cultivation Location-** GLM is using the Eastman Kodak Business Park in Greece, NY just outside the city of Rochester. This facility provides 24 hour 7 days a week security monitoring, enough water and energy to meet the needs of our cultivation facility at capacity. Kodak Business Park offers a full suite if utilities using Tri-Generation. High-pressure steam from utility grade boilers are used to Co-Generate electricity before distributing steam at different pressure levels and is used to generate refrigeration and cooling. This type of power generation is twice as efficient as a standard public utility. Utilities include:

- Steam- at 1,500,000 pounds per hour
- Electricity- at 130,000 kilowatts firm capacity of co-generation from steam reduction and is distributed throughout the park on a small grid with underground redundant feeds to double load centers/substations the highest reliability and quality
- Chilled water- at 60,000 tons installed capacity of tri-generation at a supply temperature of 40 degrees
- Compressed air, nitrogen,
- Process water- at 36,000,000 gallons per day capacity treated at a site owned and operated on the shore of Lake Ontario, the water is pumped to the parks reserves and is backed up by supplies from the Monroe County Water Authority and the City of Rochester Water Bureau. Process water is regulated by the NYS Department of Health and meets all Department of Health regulations.
- Demineralized Water- treated process water using anion and cation exchangers
- High purity water- 300 gallons a minute firm capacity of reverse osmosis deionized water

**Access:**

**Dispensary Locations-** Easy access from population centers and major highways.

**Cultivation Location-** GLM's cultivation facility will be accessible through two points of ingress/egress at the Eastman Kodak Business Park. Our facility will be part of a 300 acre industrial park with no sign identifying the outside of the building. It will make it extremely difficult for anyone to find our facility if they are not given specific directions from GLM. The 24-hour 7 days security at these points of ingress/egress will provide additional security and safety for our employees and product. Access into the Eastman Kodak Business Park will be limited to GLM employees showing their GLM ID, but access to the building will be limited to biometric security and 24-staffed security inside of the GLM facility.

**Cost:** All production of medical marijuana and medical marijuana-infused products will be conducted at the facility location. All dispensing operations will be conducted at the retail dispensing facility location. GLM will ensure all facilities are properly secured and, at a minimum, meet or exceed all state and local laws and regulations pertaining to facility security requirements. GLM is anticipating an approximate cost of $175 per square foot for the initial build out. These costs are further explained in the annexed Pro Forma.

**Square Footage: 2500-3500**

**Type of Building: Commercial/Retail**

**Zoning:** GLM facility locations will be in an area zoned and approved for medical marijuana cultivation and/or retail dispensing operations.

**Construction Costs:** GLM is anticipating approximately $500,000 cost per retail dispensary location

**Legal Environment**

The legal environment surrounding GLM and the medical marijuana industry in the state of New York will be discussed in this section. Various state regulations and laws are discussed in more detail within the Standard Operating Procedures, Employee Manuals and Code of Conduct.

**Licensing**

GLM will ensure that all required state and local licensing are acquired and in good standing prior to launching any cultivation of manufacturing processes.

**Permits**

GLM will ensure all required permits are obtained prior to beginning any tasks or projects. Permits will be obtained for all construction projects or any other work requiring a permit.

**State Regulations**

GLM will ensure full compliance with all state laws and regulations. GLM will strictly adhere to the state of New York medical marijuana law.

**Local Regulation**

GLM will ensure compliance with all applicable local laws and regulations.

**Zoning**

GLM will ensure that all facility locations are in properly zoned and approved areas for medical marijuana cultivation and manufacturing processes.

**Building Codes**

GLM will ensure that all building codes are properly followed and enforced by all contractors, construction crews or maintenance workers.

**Insurance**

GLM will ensure it is protected with all required and applicable forms of insurance. Insurance will include, but not be limited to, general liability insurance, workers compensation insurance, facility building insurance, etc.

**Personnel**

GLM will hire, educate and train professionals to become a part of the cultivation process or for manufacturing of infused products or for retail dispensing operations. GLM will vet potential candidates to filter out undesired candidates. Extensive education and training will be provided to all employees. Employment procedures and protocols are explained in greater detail within the Standard Operating Procedures, Employee Handbook and other materials and documents.

**Number of Employees**

Estimated number of employees is further detailed in the attached Pro Forma. We currently estimate that we will employ an initial workforce of 74 fulltime and part-time employees.

**Type of Labor**

GLM will comprise of unionized skilled, unskilled and professional labor types. The various positions within the organization will call for different laborers with different skill sets. The master grower will need to be very skilled in the cultivation of marijuana, whereas a grower's assistant will be more of a manual laborer whose position will be more unskilled. The executive management will need to be very skilled and have professional knowledge in many different business practices and experiences running other high volume business.

**Pay Structure**

Pay structure is yet to be determined by GLM but will be competitive in nature. GLM also intends on offering competitive benefits packages to include paid time off, insurance, etc.

**Training and Education**

GLM will provide extensive training and education for all employees. Education and training will explained in more detail in the SOP's.

**Job Descriptions**

GLM will have detailed job descriptions for all positions available. As new positions are created, new job descriptions will also be created. Job descriptions are explained more fully in the SOP's.

**Performance Reviews and Disciplinary Action**

GLM will implement period performance reviews. Performance reviews and disciplinary action is explained in the SOP's.

**Inventory**

All GLM facilities will need to maintain inventories on-site for the cultivation, manufacturing and/or retail dispensing processes. There will essentially be two unique process within the cultivation facility; cultivating and manufacturing, each with differing processes and needing different on-hand inventories.

**Cultivation Inventory**

- Marijuana plants and products
- Cultivation equipment
- Plant fertilizer
- Pesticides
- Fungicides
- Insecticides
- Growing mediums
- Cleaning supplies

**Manufacturing Inventory**

- Raw marijuana materials
- Kitchen equipment
- Extraction equipment
- Packaging materials
- Labeling materials

**Retail Dispensing Inventory**

- Packaged pills
- Packaged marijuana-infused products
- Sublinguals
- Exit packaging supplies
- Cleaning supplies

**Inventory Value**

Valuation of on-hand inventories will be based on current fair market value for said inventories.

**Suppliers**

GLM will utilize numerous different suppliers for the cultivation process and for the manufacturing of marijuana-infused products. Suppliers for the cultivation will consist of a network of gardening equipment retailers and wholesalers. Suppliers for the manufacturing will consist of grocery retailers and wholesalers, restaurant equipment companies, or other cultivation facilities wanting to get infused products manufactured.

**Credit Policies**

Due to federal restrictions credit cards cannot be used and GLM will not offer potential patients credit.

**Key Personnel**

**Chief Executive Officer – John M. Odenbach, Jr.**

John M. Odenbach, Jr. has a B.S. in Business Administration from St. Bonaventure University. From [redacted], [redacted] John oversaw all aspects of this operation and built company from a $2 million to $30 million business.

[redacted].

[redacted].

John is serving as President of Salty Dog Charities, a 501 (c) 3 non-profit organization, which directly benefits local charities in need.

At GLM, John will be responsible for the overall organizational direction regarding policy and strategy. He will be the main decision maker, leader, and manager. John will advise both the Board of Directors and Board of Managers.

**President and General Counsel – Kurt B. Odenbach, Esq.**

Kurt B. Odenbach, Esq. has a B.S. in Business Management from Ithaca College, a Masters in Business Administration (M.B.A.) from the Ithaca College School of Business (strategy concentration), and a Juris Doctor (J.D.) from the University of Miami School of Law (Corporate and Financial Law focus).

Kurt is currently practicing with [redacted]

[redacted].

Kurt has spent a substantial amount of time following, researching, and learning medical marijuana laws across the country, specifically New York's Compassionate Care Act.

Kurt is also active in various charitable organizations in the Rochester community, including serving as Corporate Secretary for Salty Dog Charities, a 501 (c) 3 non-profit organization, which directly benefits local charities in need.

At GLM, Kurt will preside over the organization's general day-to-day operations. He will be responsible for reporting and compliance, as well as safety and security oversight. Kurt will evaluate all state or federal law issues that may

arise and assess their interrelation and effect on all departments of GLM, including engineering, design, marketing, sales, distribution, human resources, production, corporate governance and business policy.

Kurt will have direct oversight of GLM's Director of Security, Director of Safety, and Human Resource Management. All corporate officers and managers must obtain clearance before making any decisions that may create legal issues.

**Chief Operating Officer – Jack B. Odenbach**

Jack B. Odenbach has a B.S. in Mechanical Engineering from Villanova University and a Masters in Business Administration (M.B.A.) from the Simon School of Business at The University of Rochester.

[redacted]

Jack's experience in the mining industry has given him extensive knowledge and experience managing safety, security, and environmental impacts and has worked alongside many government agencies including the NY DEC, EPA, and MSHA (Mine Safety and Health Administration).

Jack also works daily to ensure products meet the highest quality standards and is experienced working with the New York State Department of Transportation and various independent testing labs.

In his role, Jack works closely with the International Union of Operating Engineers Local 158 and the Teamsters Union Local 118.

Jack is also the Vice President of Salty Dog Charities, a 501 (c) 3 non-profit organization, which directly benefits local charities in need.

At GLM, Jack will be responsible for operations management, including development, design, operation, and improvement of the systems that create and deliver all forms of medical marijuana. He will also be responsible for supply chain management and will be required to ensure that business operations are efficient and effective and that the proper management of staffing, resources, distribution of goods and services to customers and analysis of queue systems is conducted.

Jack will have direct oversight of the Director of Information Technology (Rick Eberhardt), all processing and manufacturing employees, and cultivation facilities and chief cultivation officer.

**Chief Branding and Retail Officer – Timothy J. Dollinger**

Timothy J. Dollinger has B.S.B.A. in International Business from The Catholic University of America in Washington, DC.

Tim has held a variety of positions [redacted]

[redacted]

[redacted]

Tim's current role as a Real Estate Analyst is focused on market and company expansion. He specializes in using special interaction models to project for potential new store sites and present these sites to executive management. Included in this role Tim analyzes population changes, demographics, road networks, traffic patterns, site accessibility, and site layouts in order to maximize potential site locations.

Throughout these roles Tim has worked closely with the Teamsters Local 118.

At GLM, Tim will oversee marketing, public relations, and customer service. He will be responsible for the initial set up, selection, staffing, construction and running of the dispensaries.

Tim will be required to identify new sales prospects and drive business growth and requirements for product development, which will be coordinated with R&D functions. He will also elaborate business development plans, design and implement processes to support business growth, through customer and market definition. Tim will facilitate business growth by working closely with clients, and business partners (suppliers, subcontractors, technology providers, etc.), and build and maintain high-level contacts with current and prospective customer and other business and project partners.

Tim will have direct oversight of dispensary managers and staff, GLM's overall branding and marketing, and research and development.

**Chief Cultivation Officer – John Bolton**

John Bolton has a Bachelor of Science in Industrial Management and Marketing from Clarkson University and a Masters in Manufacturing Leadership from the Rochester Institute of Technology.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

John, with the support of a 2,000 person union bargaining workforce, led a 40% improvement in operating performance for a large manufacturing operation. John showed strong safety performance, with no lost work days, due to an injury, for three straight years for a 1,200 person site. Workmen's compensation costs were reduced significantly over this same period.

At GLM, John will be responsible for all aspects of the medicinal marijuana cultivation. He will be required to oversee all growing operations and employees. John will work closely with GLM's Chief Operating Officer in order to facilitate the transfer of products between facilities. John will also work closely with GLM's Research and Development team in order to create high quality products that can be used for a wide variety of diseases and ailments.

**Chief Financial Officer – Thomas A. Fitzgerald**

Thomas A. Fitzgerald was born and raised in [redacted] and earned a Bachelor of Arts (B.A.) in Business Administration from Seton Hall University, with a concentration in marketing.

Tom is currently employed by the [redacted]

At GLM, Tom will manage the financial risks of the corporation. He will be responsible for financial planning and record-keeping, as well as financial reporting to the Chief Executive Officer and Board of Directors. He will also be responsible for the analysis of data, the management of billing and budgeting, and will assist on all strategic and tactical matters as they relate to budget management, cost-benefit analysis, forecasting needs and the securing of new funding.

**Director of Pharmaceuticals – Dr. Kaley Odenbach, Pharm.D.**

Dr. Kaley Odenbach, Pharm.D. has a Doctor of Pharmacy and a Bachelor of Science in Pharmacy Studies from Bouvé College of Health Sciences at Northeastern University.

While studying, Kaley was able to gain valuable Co-Op and Intern experience at a variety of locations, [redacted]

[redacted]

Currently, Kaley is employed by a [redacted]

Kaley's education and experience as a Pharmacist has given her broad knowledge in Chemistry, Biology, Physiology, Comprehensive Disease Management, and Pharmacology; as well as knowledge of Health Care Systems and Pharmacy Care Management. Kaley also works daily to ensure product quality and to ensure compliance with NY Department of Health's strict inventory rules.

Kaley has been voted a favorite pharmacist by her patients each year she has been eligible for showing care, knowledge, and extraordinary service.

At Great Lakes, Kaley will be our Director of Pharmaceuticals, using her experience to help set up all four of GLM's dispensaries and oversee the Pharmacists. The focus of the dispensaries will be on safety, security and customer care. Kaley will be required to maintain constant communication with GLM's research partners, and local medical institutions so that she can provide GLM's patients with complete and accurate information about all of GLM's products.

**Director of Information Technology – Richard Eberhardt**

Rick Eberhardt has a B.S. in Business Administration from Villanova University and a Masters in Business Administration from the Rochester Institute of Technology (accounting concentration).

[redacted].

His responsibilities included supervising the quality of accounting and financial reporting of the organization, as well as the information technology and computer systems that supported enterprise goals.

Rick has experience in Systems Administration (Server, user and device management. Backup and Restore. Disaster Recovery), financial point of sale and office productivity applications, networking and security, report writing, programming, scripts and macros.

At GLM, Rick will be responsible for both accounting and information technology. In his accounting role, Rick will work closely with GLM's Chief Financial Officer to ensure accuracy. In his Information Technology role, Rick will adhere to and exceed state regulations regarding the tracking of GLM's product from "seed to sale".

**Director of Community Relations – Alex B. Odenbach**

Alex has a Bachelor of Arts (B.A.) in Economics from Bucknell University. He is a [redacted]

[redacted]

Alex is also involved in a number of charitable groups. He is a board member at the Rochester School for the Deaf and is currently learning American Sign Language. Alex is the Treasurer of Salty Dog Charities, a 501(c) 3 non-profit

organization. He is also a board member of a charitable group called the Committee of 25, which has been raising money for charities in the greater Rochester area since 1928.

At Great Lakes, Alex will be responsible for GLM's relationship with all communities in which it operates. He will also be the director of the Great Lakes Foundation. He will ensure that GLM gives back to those in need as best it can. Alex will keep in constant communication with community leaders and advocates in order to ensure that GLM is doing everything it can to help all of its patients, as well as those in the community it operates. Alex will oversee all charitable operations that GLM takes part in or operates.

**General Manager of Cultivation Facility- Tiera Stonewell**

Tiera has a Bachelors degree in Business Administration and Psychology with a concentration in management from the State University of Brockport. At Great Lakes Medicinals Tiera Stonewell who will meet our one (1) year requirement for GAP certification through her current work as [redacted] and will ensure that GLM's cultivation facility is utilizing good agricultural practices. Ms. Stonewall will act as Great Lakes Medicinals Cultivation Facility General Manager with the responsibility of overseeing daily operations.

Tiera will be able to bring her current experience as the [redacted] to the commercial marijuana business. Utilizing her GAP certification Tiera will bring years of knowledge of organic commercial growing. She has vast experience with organic plant quality controls, USDA organic farm audits and qualifications. Tiera will bring her knowledge of day-to-day operations of a 5-acre commercial organic farm with experience in best practices for organic growing techniques, crop yield maximization, crop rotation, soil composition, quality assurance, and plant and harvest scheduling. Tiera will directly be responsible for quality control on all products from harvest to delivery, a cultivation team overseeing cloning, transplanting, nurturing, harvesting, curing, drying, processing and packaging medical marijuana.

**Medical Director- Dr. George Abraham**

Dr. George Abraham's has nearly 50 years of medical experience and will serve as the medical director at Great Lakes Medicinals LLC. [redacted].

Dr. Abraham's extensive background in medicine and medical research will be utilized to create a patient-centric environment at Great Lakes Medicinals LLC. His expertise in not only oncology, but all areas of medical research will help the company better serve patients and create the best marijuana-based medicine in New York and the United States.

**Director of Extraction and Separation- Dr. Harold Smith**

With over 36 years of scientific research, Dr. Harold Smith brings his experience in research, planning and experimental data analysis to the GLM team. [redacted]

[redacted]

[redacted].

At Great Lakes Medicinals LLC, Dr. Smith will consult and direct product validation and quality control based on scientific testing for dose-dependent alterations in metabolism, genetic readout and toxicity. Harold will serve as the director of the company's research department, which will scientifically test marijuana extracts and attempt to determine how cannabinoids relate to each qualified condition.

Dr. Smith's extensive background in scientific research and drug development can be utilized to create high quality, consistent, and effective medicine for all of Great Lakes Medicinals' patients. Dr. Smith will use his experience founding a successful drug development company to form Great Lakes Medicinals' research department with the hope of developing new, more effective medicines.

**Board of Directors, Advisors, Consultants**

**Board of Directors:**

- John Odenbach (Chairman)
- Kurt Odenbach
- Alex Odenbach
- Jack Odenbach
- Tim Dollinger
- President of Medicinal Green LLC
- Donald Capoccia

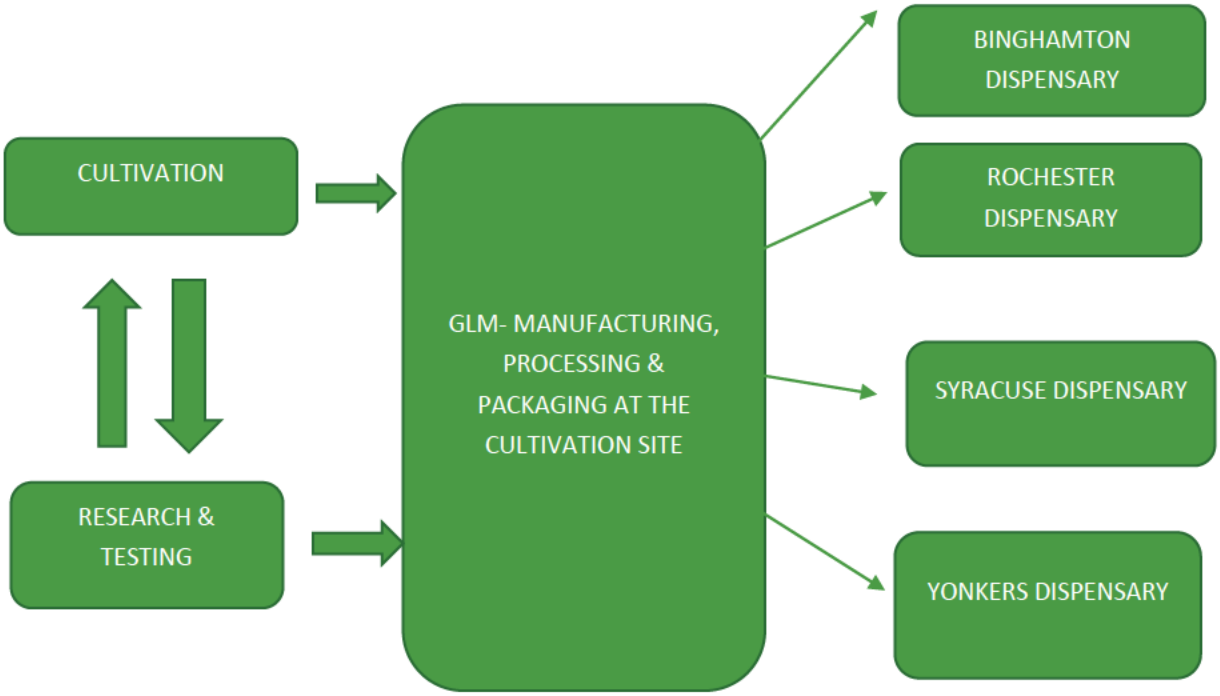
**Organizational Structure**

Great Lakes Medicinals LLC will be the legal entity to apply for a license to be registered organization in New York pursuant to the Compassionate Care Act. Great Lakes Medicinals LLC is a limited liability company organized in the State of New York. The organization will be segmented into four departments: (i) cultivation; (ii) manufacturing and processing; (iii) research and development; and (iv) dispensing.

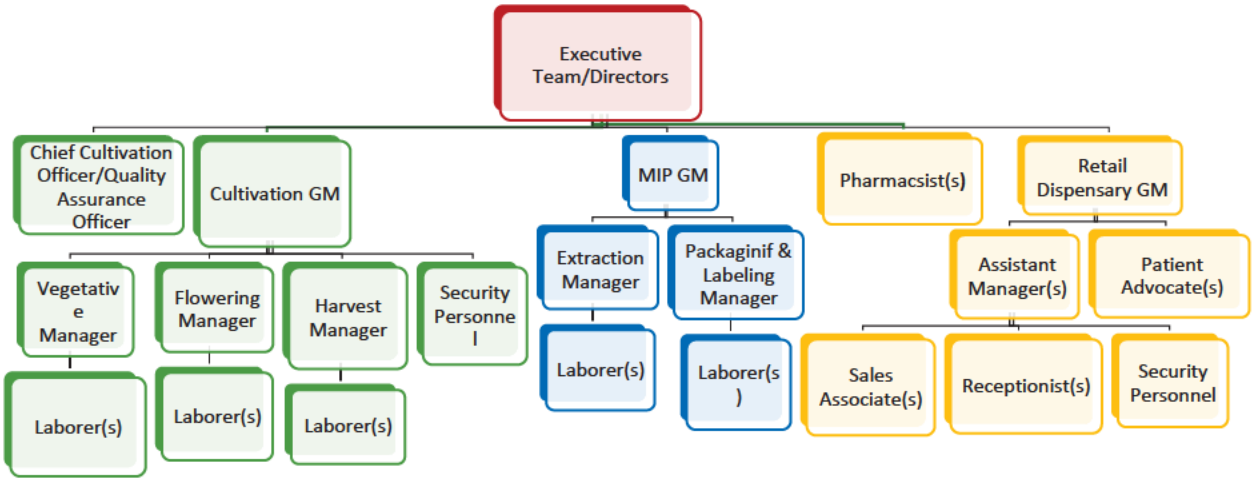
The cultivation department will be handled by John Bolton which will grow all required marijuana and be compensated per pound grown.

Great Lakes will solely manage every aspect of the medicinal marijuana supply chain. To assist with these tasks, as well as cultivation, Denver, Colorado based *American Cannabis Company* will be utilized for their industry experience, until Great Lakes is fully knowledgeable about the entire process.

The application process will be a monumental task, which will also require the assistance of American Cannabis Consulting for the purposes of developing a complete application, which should be around 2,000 pages long.

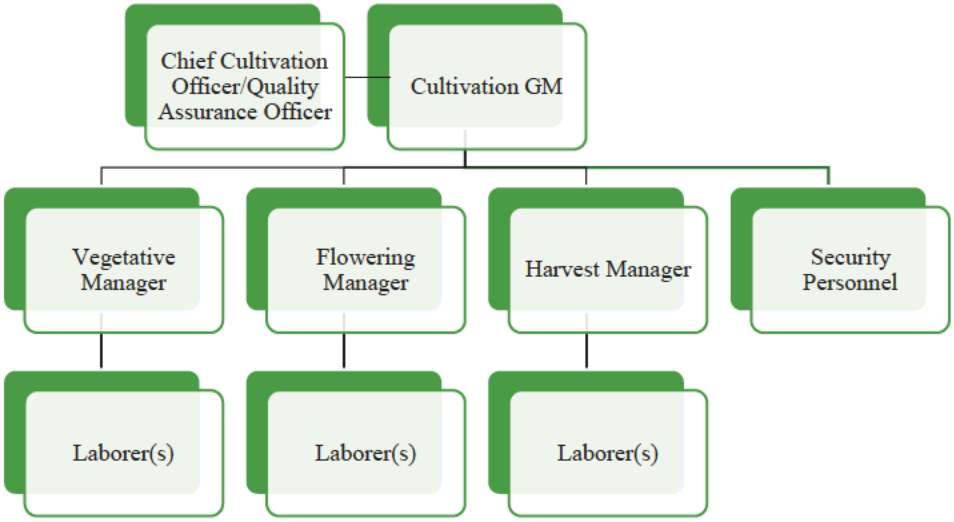


**GLM Organizational Hierarchy**




**Cultivation Operations Organizational Chart:**

GLM's cultivation staff will receive extensive training prior to undertaking duties within the cultivation facility. Employees will receive extensive hands-on training from our retained industry consultants, American Cannabis Company Inc., as outlined in the below section entitled "Training". All employees will be trained on all cultivation techniques, methods, procedures and protocols and will be provided with supporting operating procedures for reference. Below is the organizational hierarchy with job descriptions for the various positions within GLM's cultivation operations.




**Cultivation Job Descriptions**

- **Chief Cultivation Officer/Quality Assurance Officer:** Responsible for supervision of overall operation of entire facility. Responsible for the organization's practices and procedures to ensure quality and consistency of product(s). Cultivation GM will report directly to the Chief Cultivation Officer.
    - **Security Clearance:** Full Access
    - **Employees at Full Capacity:** 1

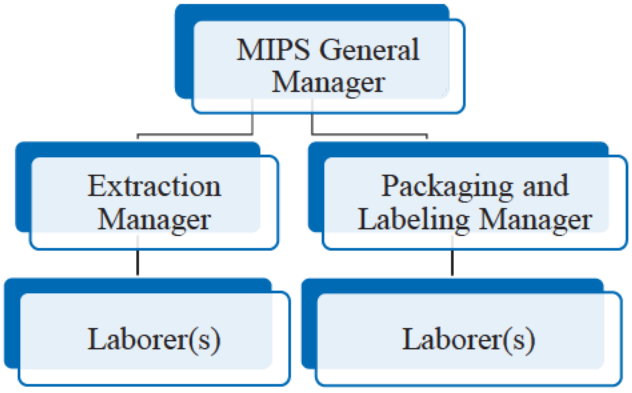
- **Cultivation Facility General Manager (GM):** Responsible for overall operation of entire facility. Responsible for the daily cultivation activities and operations. All department managers will report directly to the Cultivation GM. Cultivation GM reports directly to the Chief Cultivation Officer.
    - **Security Clearance:** Full Access
    - **Employees at Full Capacity:** 1
- **Vegetative Manager:** Responsible for oversight of all vegetative areas. Responsible for proper record keeping and documentation. Reports directly to facility GM.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1
- **Vegetative Laborer(s):** Laborers are responsible for daily cultivation activities within the vegetative areas. Reports directly to the vegetative manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7
- **Flowering Manager:** Responsible for oversight of all flowering areas, proper record keeping and documentation. Reports directly to the facility GM.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1
- **Flowering Laborer(s):** Responsible for daily cultivation activities within the flowering area. Reports to the flowering assistant manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7
- **Harvest Manager:** Responsible for oversight of all harvesting processes. Direct supervision of all managers in the harvest process. Reports directly to the facility GM.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1
- **Harvest Laborer(s):** Responsible for daily trimming activities and duties, responsible for daily curing activities. Reports to the harvest manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7
- **Cleaning and Sanitation Laborer(s):** Responsible for daily cleaning and sanitation of facility. Reports directly to the Cultivation GM.

- **Security Clearance:** Limited Area Access
- **Employees at Full Capacity:** 3

- **Security Personnel:** Responsible for ensuring a safe working environment, prevent unauthorized entry to facility, etc.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 3

**Manufacturing Infused Products (MIP) Operations**

GLM's Manufacturing Infused Products ("MIP") operations will be staffed properly to ensure efficient operations. All staff within the MIP operations will be extensively trained on all processes and techniques prior to commencing work within the facility. All employees will also receive extensive training on health and safety requirements, cleaning and sanitation requirements and any other necessary training or requirements for MIP operations. Employees will also be required to complete ServSafe Safe Food Handlers training prior to commencing any MIP operations. ServSafe training will help employees gain an understanding of food safety and proper procedures to prevent cross-contamination and other risks related to food-borne illness. Below is the MIP operations hierarchy and job descriptions for the various positions within Great Lakes Medicinal's MIP operations.




**Manufacturing Infused Products Job Descriptions**

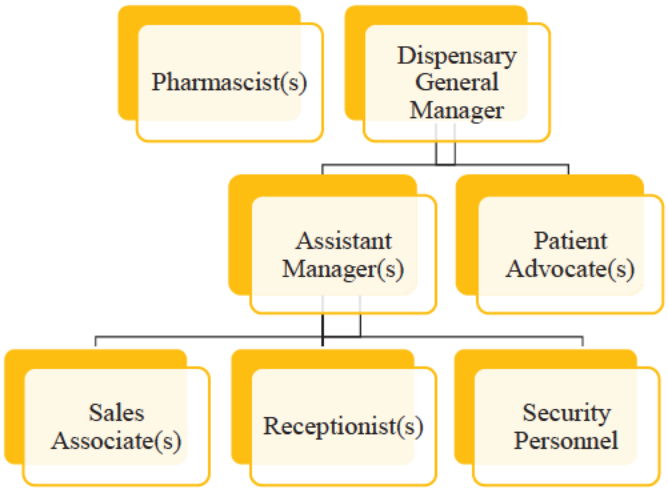
- **Infused Products Manager:** Responsible for oversight of entire infused products area and processes. Direct supervision of all department managers within the infused products area. Reports directly to the facility GM.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 1

- **Extraction Manager:** Responsible for oversight of daily extraction processes, laborers and proper record keeping and documentation. Reports to the infused products manager.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 1

- **Extraction Laborer(s):** Responsible for daily extraction processes and activities. Reports to the extraction manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7
- **Packaging and Labeling Manager:** Responsible for oversight of packaging and labeling activities, laborers and proper record keeping and documentation.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1
- **Packaging and Labeling Laborer(s):** responsible for daily packaging and labeling activities. Reports to packaging and labeling manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7
- **Cleaning and Sanitation Laborer(s):** Responsible for daily cleaning and sanitation of facility. Reports directly to the Cultivation GM.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 3

**Medical Dispensary Operations**

Great Lakes Medicinals will ensure adequate staffing at all retail dispensary locations to properly handle market demand, safe patient access and in order to operate efficiently and effectively. Great Lakes will employ a dispensary general manager, assistant manager(s), patient advocate(s), sales associate(s), receptionist(s) and security personnel at all retail dispensary locations. The specific number of employees at each retail dispensary operation has not been determined to date. Below is the dispensary operations hierarchy chart and job descriptions for the various positions that will be employed at retail operations.



**Retail Dispensary Job Descriptions**

- **Pharmacist(s):** Responsible for direct supervision of employees dispensing medical marijuana products.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 4

- **Dispensary General Manager**: Responsible for entire facility operations, ensuring full compliance with state laws, organizational goals and objectives, etc.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1

- **Assistant Manager(s)**: Oversees daily retail operations, reports directly to GM
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full capacity:** 2

- **Patient Advocate**: Responsible for educating patients with information regarding the use of medical marijuana, etc. Reports to the assistant manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 2

- **Sales Associate(s)**: Responsible for daily sales procedures, customer service, patient education, etc. Reports directly to assistant manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 8

- **Receptionist(s)**: Responsible for patient check-ins, reports to the assistant manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 2

- **Security Personnel**: Responsible for ensuring the safety and security of all facility employees and patrons. Including patients and/or caregivers, visitors, suppliers and/or vendors, etc.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 3

**Critical Risks**

The biggest risks that GLM will encounter deal with the federal prohibition of marijuana in the United States. Due to this, financial institutions likely will not permit funds derived from medical marijuana to be kept at their establishments. Therefore, we may be operating in a cash-only business. Moreover, safety and security will be major concerns for GLM's operation. Additionally, it may prove difficult to lease space for GLM's operation because

landlords may be unwilling to have a tenant that operates in the medical marijuana industry. Thus, GLM may be forced to buy, rather than lease the land for its operations.

Notwithstanding the above risks, the largest obstacle will be obtaining one of the first 5 licenses to be a registered organization under the Compassionate Care Act in the State of New York. The process will be prodigious and may prove quite costly, considering the probability of obtaining a license. However, due to the sheer size of New York, it is likely that additional licenses will be granted shortly after the first 5 organizations are up and running, so there will be additional opportunities, if a license is not obtained initially.

**Security and Diversion Plan**

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

**Community Plan**

As an organization we realize that when we begin operations we will become a member of the surrounding communities and as such we want to become a valuable and productive member within the communities we serve. Safety for our employees and the surrounding communities is of upmost importance to our organization. With the presence of our facility and the security systems planned for the facility and surrounding area our organization should help to reduce crime. We have plans to develop and implement community outreach programs. These programs and events will include food and clothing drives for local food banks, churches, and others. A plan to donate a certain

percentage of yearly profits to schools and infrastructure of the surrounding community is also in development. GLM will also adhere to the 'Good Neighbor Policy' at all facility locations.

**Good Neighbor Policy**

The facility management team is committed to building and maintaining good relationships with all of its neighbors – including local business improvement districts, building owners, small businesses, and residents alike. The facility team shall make every effort to respect the perspectives of our neighbors and to address their concerns. The following steps shall be made to ensure any concerns within the community are addressed:

- Introduction meetings with all surrounding businesses, building owners, and residents.
- Educational information sessions to discuss the benefits of marijuana and the company's overall mission and goals.
- Open feedback channels so any new concerns can be immediately addressed through our website, telephone, or mail.
- Complete compliance with all state and local ordinances.
- Non-obtrusive business practices shall ensure our business is discreet and operates like any other business.
- No blatant signage with offensive symbols or verbiage.
- Unmarked discreet transportation vehicles.

**Environmental Impact Plan**

Conservation and the reduction of our carbon footprint within the communities we operate in will be a primary objective of the organization. This will be implemented throughout the entire organization and at every facility. GLM will look for new and innovative ways to reduce our carbon footprint within every facility of the organization. 'Reduce, Reuse and Recycle' will be implemented on an organization-wide scale.

Environmental sustainability is of the highest priority in order to promote a sustainable community and ensure the impact of business is positive and influential in achieving future environmental goals. In order to reach this goal we will contract designers, engineers and consultants who shall design intelligently, utilize energy intelligently, and strive for procedures that lead to zero waste. Various factors will be considered thoroughly when planning equipment, procedures, and methodology: Air quality, climate, ecological health, energy efficiency, water quality, transportation, and waste.

GLM management will also create and implement an employee conservation plan. The employee conservation plan will detail specific actions employees can take for conservation efforts to try and reduce their carbon footprint. A possible reward program may be created and implemented to reward facility employees for conservation efforts.

**Employee Conservation:** Team members of GLM will be encouraged to recycle all paper and plastic waste products. Energy efficient lights and equipment will also be utilized within the facility. We will also create programs within the organization that will encourage and reward employees for their personal conservation efforts; such as carpooling and riding a bike to work. Waste products from the facility will be composted on site or mixed with biodegradable products for disposal.

**Community Benefits Program**

GLM will contribute a percentage (to be determined after six months of operation) of net profit to organizations with tax-exempt status under Section 501 (c)(3) of the U.S. Internal Revenue Code working to strengthen the community.

GLM will direct its contributions to areas that the Board of Directors believes to be important to the future of community development, education, and human services. GLM's first priority is to support programs and organizations whose chief purpose is health and community education.

GLM will support organizations and programs that support **education,** specifically programs that:

- Work to eliminate pre-K – 12th grade achievement gap in public education through curriculum-based or school-sponsored programs
- Support post-secondary education
- Support booster programs for drug abuse prevention, awareness, and treatment

GLM will support organizations and programs that support **health**, specifically programs that:

- Support research into cures and treatments for qualifying conditions
- Support further research into effective marijuana treatments of qualifying conditions
- Support programs that will improve the health of the community

GLM will support the improvement of low and moderate income communities through programs that:

- Create and sustain affordable housing
- Facilitate literacy
- Provide job training and workforce development
- Revitalize and stabilize community
- Education

GLM will consider requests from organizations that work to enhance community diversity through **arts and culture** and provide**:**

- Access to and participation in cultural experiences for low and moderate income individuals
- Availability of a broad array of artistic opportunities and venues that reflect the community's diversity

GLM will consider requests from organizations that work to enhance a community's quality of life through projects involving **civic engagement** through:

- Public policy
- Community beautification
- Civic leadership
- Citizen education
- Cultural diversity

GLM is committed to building strong **environmental practices** through programs that:

- Conserve natural resources
- Protect endangered species
- Preserve the environment

GLM will consider requests from social and **human service organizations** that:

- Enable and sustain independence for individuals and families
- Ensure access to health education programs and quality health care

If organizations meet GLM's eligibility requirements and fit in with our philanthropic goals and objectives, we will accept requests and review them throughout the year. Local decisions are made with priority.

**Patient Needs Research Plan**

GLM will seek to conduct ongoing study in coordination with qualified participating dispensaries primarily to track the effectiveness of medical marijuana for pain management, as well as the capacity for normal functioning. Dosage and method of delivery will also be considered in order to help determine levels of effective potency, and the most efficient treatment application. All data will be used by GLM to help plan for the most medically beneficial crops, standardize dosage and recognize safe methods of delivery, as well as provide assistance when substance abuse patterns are noted in patients as described in the Substance Abuse and Prevention Section.

**Methodology:**

Design; participating dispensaries, including GLM's dispensaries, with a group of ten (10) qualified patients per location will be eligible to receive medical marijuana and derived products at a discount that they can then provide to their patients. Patients will be asked by the dispensary to maintain a Patient Symptom and Function Tracking Sheet for a period of three (3) months. Completed data sheets will be collected by the dispensary and copy returned to GLM's team for analysis and consideration.

Sampling; Patients are qualified by a dispensary based primarily on medical need.

Data Collection; Qualitative questionnaires are completed by participating patients throughout the course of three (3) months.

**Data Analysis:**

Dispensaries will collect questionnaires from patients on a monthly basis and return to GLM. Consideration of which will be included in planning of future crops and any substance abuse concerns will be documented and shared with the patient's sponsoring dispensary for follow up.

*Please see the bio-medical research paper from Dr. Harold Smith. He will leading GLM's research team.*

**Substance Abuse and Prevention**

GLM intends to be pro-active in recognizing and preventing substance abuse. In the event that, based on data collected or observation, a potential substance abuse problem is identified; the patient will be notified and provided with a list of local providers for patient assistance, drug and alcohol treatment and family services that patients may access without GLM involvement. It is at the dispensary agents discretion the extent to which they will provide additional assessment, evaluation, counseling, and/or referral for treatment. GLM employees will be provided training on identifying substance abuse problems.

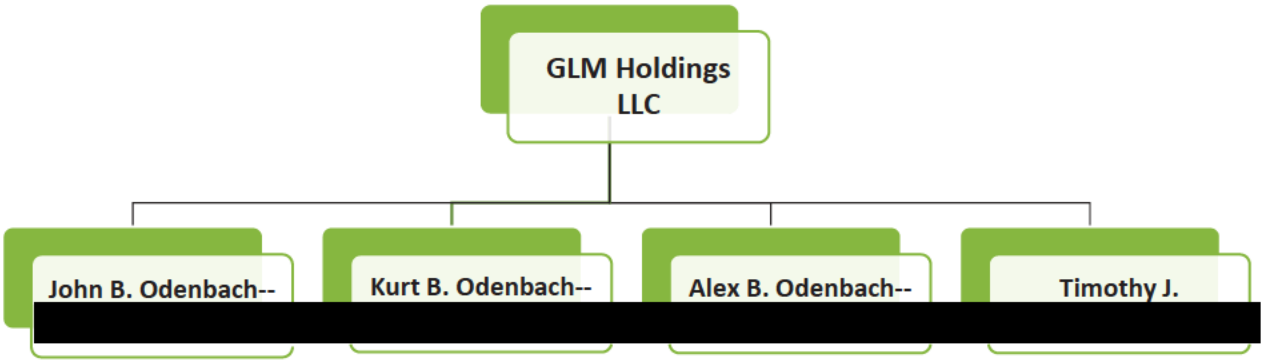
**Conclusion**

Great Lakes Medicinals LLC is comprised of a team of individuals with diverse backgrounds that will ultimately create a thriving organization. Great Lakes will be focused on helping patients throughout New York State in their time of need. GLM's sole purpose is to provide high quality, safe and natural relief to patients and families who are looking for alternative medicines. GLM's mission is to be the leading provider of Marijuana based alternative medicines in New York.

GLM Holdings LLC

## GLM Holdings

| GLM Holdings LLC Ownership Structure | |
|---|---|
| **Name** | **% Ownership** |
| John B. Odenbach | [redacted] |
| Kurt B. Odenbach | |
| Alex B. Odenbach | |
| Timothy J. Dollinger | |




GLM Holdings Operating Agreement
Below s a copy of the Operating Agreement for GLM Holdings LLC.

**OPERATING AGREEMENT**

**OF**

**GLM HOLDINGS LLC**

This Agreement is made effective as of May 28, 2015, by and among the Persons whose signatures appear at the end of this Agreement.

**PRELIMINARY STATEMENT**

In consideration of the promises and mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**
**DEFINITIONS**

Section 1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below (all terms used in this Agreement that are not defined in this Article 1 shall have the meanings given such terms elsewhere in this Agreement):

(a) "*Adjusted Capital Account Deficit*" shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Tax 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 Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) "*Agreement*" shall mean this Operating Agreement.

(c) "*Articles of Organization*" shall mean the Articles of Organization of the Company filed with the New York Department of State on May 27, 2015, as they may from time to time be amended.

(d) "*Bona Fide Offer*" shall mean a written, signed and binding offer to purchase a Member's Membership Interest from a third party offeror, who is capable of carrying out the terms and conditions of the offer in a form that is legally enforceable against such offeror.

(e) "*Capital Account*" as of any date, shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to this Agreement.

(f) "*Capital Contribution*" shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash, property or to render services.

(g) "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

(h) "*Company*" shall refer to GLM Holdings LLC, a New York limited liability company.

(i) "*Company Minimum Gain*" shall have the meaning of "partnership minimum gain" set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

(j) "*Distribution*" shall mean any cash or other property distributed to a Member by the Company.

(k) "*Great Lakes*" shall mean Great Lakes Medicinals LLC, a New York limited liability company.

(l) "*Great Lakes Units*" shall mean a units representing a membership interest in Great Lakes.

(m) "*LLC Law*" shall mean the New York Limited Liability Company Law.

(n) "*Manager*" shall mean the Person, if any, appointed as the Manager of the Company pursuant to Section 5.1 hereof.

(o) "*Member*" shall mean each Person who executes a counterpart of this Agreement as a Member and each Person who hereafter becomes a Member pursuant to this Agreement.

(p) "*Member Nonrecourse Debt*" shall have the meaning of "partner nonrecourse debt" set forth in Section 1.704-2(b)(4) of the Regulations.

(q) "*Member Nonrecourse Debt Minimum Gain*" shall mean 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) "*Membership Interest*" shall mean the ownership interest of a Member in the Company.

(s) "*Net Losses*" shall mean the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or

in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

(t) "*Net Profits*" shall mean the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

(u) "*Nonrecourse Deductions*" shall have the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(v) "*Person*" shall mean any individual, corporation, limited liability company, partnership, trust, unincorporated association or other entity.

(w) "*Project*" means the pursuit of applying for, obtaining, and retaining a medical marihuana license issued by the New York State Department of Health pursuant to the Compassionate Care Act, codified as New York Public Health Law, Article 33, Title V-A, and all resultant medical marihuana activities the holder of such a license is permitted to conduct within New York State.

(x) "*Qualified Appraiser*" shall mean an independent certified appraiser or certified public accountant who is qualified by experience and ability to value entity interests.

(y) "*Regulations*" shall mean all temporary and final income tax regulations promulgated under the Code.

(z) "*Selling Member*" shall mean a Member (or his legal representative) who offers or who is deemed to offer to sell some or all of his Membership Interest to a third party, the Company or the other Members pursuant to this Agreement.

(aa) "*Tax Year*" shall mean the taxable year of the Company selected for federal income tax purposes.

(bb) "*Transfer*" shall mean any sale, hypothecation, pledge, assignment, gift, bequest, attachment or other transfer, including transfers by operation of law.

(cc) "*Transferee*" shall mean any Person who is not already a Member to whom a Membership Interest is transferred pursuant to this Agreement.

## ARTICLE 2
## FORMATION

Section 2.1 Formation. The Company was organized as a New York limited liability company under and pursuant to the LLC Law by the filing of Articles of Organization with the New York Department of State on May 27, 2015.

Section 2.2 Name. The name of the Company is GLM Holdings LLC, and all Company business shall be conducted in that name or such other names as the Members may select from time to time and which is in compliance with all applicable laws.

Section 2.3 Principal Office. The principal office of the Company shall be at 7 Woodfield Drive, Webster, New York 14580.

Section 2.4 Purpose. The Company is formed for the purpose of acquiring and owning Great Lakes Units, and to do all things reasonably incident thereto, including, without limitation, supporting Great Lakes in its pursuit and engagement of the Project and raising capital or borrowing money for Company purposes, securing such borrowing by pledge or other lien, and selling, or otherwise disposing of its interest in the Great Lakes Units. The Company shall not engage in any other business except as provided in this Agreement.

Section 2.5 Term. The Company began on the date the Articles of Organization were filed with the New York Department of State and shall continue until terminated in accordance with the terms of this Agreement.

Section 2.6 Entity Declaration. The Company is not a general partnership, a limited partnership or a joint venture, and no Member shall be considered a partner or joint venturer of or with any other Member for any purposes other than for federal and state income tax purposes.

Section 2.7 Tax Classification of the Company. The Members intend and agree that the Company initially will be classified as a partnership for federal and state income tax purposes. The Members further agree to assist the Company in filing any and all elections required to ensure that the Company is classified as a partnership for federal and state income tax purposes.

Section 2.8 Adoption of this Agreement. The parties to this Agreement hereby agree to adopt this Agreement as the operating agreement of the Company pursuant to the LLC Law. All Persons who acquire a Membership Interest subsequent to the execution of this Agreement shall adopt this Agreement as a condition of becoming a Member.

## ARTICLE 3
## CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 3.1 Capital Contributions. The initial Members shall make the initial Capital Contributions to the Company set forth on Schedule A hereto.

Section 3.2 Additional Capital Contributions. Any additional Capital Contributions by the Members shall be made at such time and in such amount and manner as determined by the Members holding a majority of the outstanding Membership Interests.

Section 3.3 Value of Capital Contributions. The value of any property contributed to the Company by a Member, whether as a Capital Contribution in such Person's capacity as a Member or as a loan in such Person's capacity as a creditor, shall be the value of such property as agreed upon by the Company and the contributing Member at arm's length.

Section 3.4 Maintenance of Capital Accounts. The Company shall establish and maintain a Capital Account for each Member according to Section 704 of the Code and applicable Regulations. Each Member's Capital Account shall be adjusted as set forth below:

(a) *Increase in Capital Accounts*. Each Member's Capital Account shall be increased by: (1) the amount of any cash actually contributed by the Member to the capital of the Company; (2) the fair market value of any property which the Member contributes to the capital of the Company (net of liabilities assumed by the Company or subject to which the Company takes such property within the meaning of Section 752 of the Code); and (3) the Member's share of Net Profits and of any separately allocated items of income or gain, except adjustments under Section 704 of the Code (including any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

(b) *Decrease in Capital Accounts*. Each Member's Capital Account shall be decreased by: (1) the amount of any cash distributed to the Member by the Company; (2) the fair market value of any property distributed to the Member (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of Section 752 of the Code) at the time of the distribution; and (3) the Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

Section 3.5 Compliance With Section 704(b) of the Code. The provisions of this Article 3 as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article 4 to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the distributions made pursuant to Article 4 and the Capital Contributions made pursuant to this Article 3.

Section 3.6 No Negative Capital Account Restoration. Notwithstanding anything to the contrary in this Agreement, no Member shall be obligated to contribute cash or property to restore a negative Capital Account during the existence or at the dissolution and termination of the Company.

Section 3.7 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on his Capital Contribution or to a return of its Capital Contribution, except as specifically set forth in this Agreement.

Section 3.8 Withdrawal or Reduction of Capital Contributions. No Member shall receive from the Company a return of any portion of his Capital Contribution until all indebtedness and liabilities of the Company (except any indebtedness, liabilities or obligations to Members on account of their Capital Contributions) have been paid unless the Members decide that the Company has sufficient assets to pay any such outstanding indebtedness or liabilities. Irrespective of the nature of the Capital Contribution of a Member, a Member only has the right to receive cash in return for his Capital Contribution.

## ARTICLE 4
## ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Allocations of Net Profits and Net Losses. Except as otherwise required by this Article 4, the Net Profits and Net Losses of the Company shall be allocated among the Members in accordance with their respective Membership Interests.

Section 4.2 Special Allocations. The following regulatory allocations shall be made in the following order:

(a) *Minimum Gain Chargeback.* Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 4, if there is a net decrease in Company Minimum Gain during any Tax Year, each Member shall be specially allocated items of Company income and gain for such Tax Year (and, if necessary, subsequent Tax Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. 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 4.2(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) *Member Minimum Gain Chargeback.* Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Article 4, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Tax Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Tax Year (and, if necessary, subsequent Tax 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 Section 1.704-2(i)(4) of the Regulations. 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 4.2(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.

(c) *Qualified Income Offset.* In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Sections 1.704-1(b)(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 4.2(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 4 have been tentatively made as if this Section 4.2(c) were not in this Agreement.

(d) *Gross Income Allocation.* In the event any Member has a deficit Capital Account at the end of any Tax Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations, 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 4.2(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 4 have been made as if Section 4.2(c) and Section 4.2(d) of this Article were not in this Agreement.

(e) *Nonrecourse Deductions.* Nonrecourse Deductions for any Tax Year shall be specially allocated to the Members in proportion to their respective Membership Interests.

(f) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Tax Year 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 Section 1.704-2(i)(1) of the Regulations.

(g) *Section 754 Adjustments.* To the extent an adjustment to the adjusted tax basis of any Company property pursuant to Sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) of the Regulations, to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his Membership Interest, the amount of such adjustment to 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 respective Membership Interests in the event that Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies, or to the Members to whom such distribution was made in the event that Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations applies.

(h) *Allocations Relating to Taxable Issuance of Membership Interests.* Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of Membership Interests shall be allocated among the Members so that, to the extent possible, the net amount of such items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the items had not been realized.

Section 4.3 Curative Allocations. The allocations set forth in Section 4.2(a) through Section 4.2(g) and Section 4.4 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 4.3. Therefore, notwithstanding any other provision of this Article 4 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of

Company income, gain, loss or deduction in whatever manner it determines 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 the Agreement and all Company items were allocated pursuant to Section 4.1 and Section 4.2(h) hereof.

Section 4.4 Loss Limitation. Losses allocated pursuant to Section 4.1 hereof shall not exceed the maximum amount of losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Tax Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of losses pursuant to Section 4.1 hereof, the limitation set forth in this Section 4.4 shall be applied on a Member by Member basis and losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Members' Capital Accounts so as to allocate the maximum permissible losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

Section 4.5 Other Allocation Rules.

(a) 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 Members using any permissible method under Section 706 of the Code and the Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Article 4 and hereby agree to be bound by the provisions of this Article 4 in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3) of the Regulations, the Members' interests in Company profits are in proportion to their respective Membership Interests.

Section 4.6 Tax Allocations; Code Section 704(c). In accordance with Section 704(c) of the Code 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 fair market value of such property. In the event the fair market value of any Company property is adjusted pursuant to this Section 4.6, subsequent allocations of income, gain, loss and deduction with respect to such property shall take account of any variation between the adjusted gross basis of such property for federal income tax purposes and its fair market value in the same manner as under Section 704(c) of the Code and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention hereof. Allocations pursuant to this Section 4.6 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 provision of this Agreement. Unless the Members decides otherwise, the "traditional

method," as defined in Section 1.704-3 of the Regulations, shall be used for any adjustments and calculations made under Section 704(c) of the Code.

Section 4.7 Distributions.

(a) As required by the LLC Law, no Distribution shall be made if, after giving effect to such Distribution, the total liabilities of the Company, other than liabilities to Members on account of their Membership Interests and liabilities of the Company for which the recourse of creditors is limited to specific property, exceeds the fair market value of the assets of the Company; the fair market value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to such extent that the fair market value of the property exceeds such liability.

(b) From time to time, the Company shall distribute to the Members, in accordance with their respective Membership Interests, any cash or property which is deemed available for distribution, whether that cash or property results from operations, sale of assets, borrowings or otherwise. The amount which shall be deemed to be "available for distribution" shall be determined and approved by the Members.

(c) Upon the liquidation of the Company, the assets of the Company shall be distributed in accordance with Section 9.3 hereof.

## ARTICLE 5
## MANAGEMENT

Section 5.1 Management. The Members may appoint a Person as the Manager of the Company. The Manager may, but need not, be a Member. Any Manager appointed by the Members shall serve until his resignation or removal. The initial Manager of the Company shall be Kurt B. Odenbach.

Section 5.2 Resignation of the Manager. The Manager may resign at any time by giving written notice to the Members. Such resignation shall take effect at the time specified therein or, if no time is specified, then on delivery and, unless otherwise specified therein, the acceptance of such resignation by the Members shall not be needed to make it effective. Any vacancy created by the resignation of the Manager shall be filled by the Members.

Section 5.3 Removal of the Manager. The Manager may be removed, at any time, with or without cause, by the Members. Any vacancy created by the removal of the Manager shall be filled by the Members.

Section 5.4 Compensation of the Manager. Unless otherwise agreed to by the Members in writing, the Manager shall not receive any fee or salary for serving as the Manager of the Company. The Manager shall, however, be entitled to be reimbursed for the reasonable expenses incurred by him in performing his duties as the Manager of the Company.

Section 5.5 Powers of the Manager. The Manager shall be responsible for managing the affairs and day-to-day operations of the Company. Except for those matters set forth in Section 6.3 below, the Manager shall have the authority to bind the Company with respect to

matters concerning the Company and its purpose as well as those matters decided by the Members and in accordance with such decisions.

Section 5.6 No Obligation of Third Parties to Verify Authority.

(a) No Person dealing with the Company shall be required to inquire into the authority of the Manager to take any action or make any decision. Any Person dealing with the Company may rely without further inquiry upon a certificate signed by the Manager as to:

(i) the identity of any Member or the Manager;

(ii) the existence or non-existence of any facts which constitute a condition precedent to the acts by the Members or the Manager that is in any manner germane to the affairs of the Company;

(iii) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Company;

(iv) any act or failure to act by the Company; or

(v) any other matter involving the Company or any Member.

(b) The signature of the Manager shall be sufficient to convey title to any Company property or to execute any assignments, deeds, bills of sale or other instruments of transfer, promissory notes, mortgages, security agreement, guaranty agreement and any other document relating to any transfer of title to Company property or any financing on behalf of the Company. The Members agree that a copy of this Section 5.6, certified as a true and correct copy by the attorney for the Company, may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of the Manager shall be sufficient on any documents necessary to effectuate this provision.

Section 5.7 Fiduciary Duties of the Manager. The Manager shall perform his duties in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, the Manager shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (i) one or more agents or employees of the Company, or (ii) counsel, public accountants or other persons as to matters that the Manager believes to be within such Person's professional or expert competence. A Manager who so performs the duties of a manager in accordance with this Section 5.7 shall have no liability by reason of being or having been a Manager of the Company.

Section 5.8 Liability of the Manager. The Manager of the Company shall not be liable for any debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, solely by reason of being the Manager or acting (or omitting to act) in such capacity or participating in the conduct of the business of the Company.

Section 5.9 Indemnification of the Manager. The Company shall indemnify, defend and hold harmless the Manager from and against any and all actual or alleged losses, claims,

damages, liabilities, costs and/or expenses of any nature whatsoever, including without limitation attorneys' fees, arising out of or in connection with any action taken or omitted by the Manager pursuant to authority granted by or otherwise in connection with this Agreement; provided, however, that no indemnification may be made to or on behalf of any Manager if a judgment or other final adjudication adverse to the Manager establishes (i) that the Manager's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (ii) that the Manager personally gained in fact a financial profit or other advantage to which the Manager was not legally entitled. Any indemnity under this Section 5.9 shall be paid out of, and to the extent of, Company assets only, including insurance proceeds if available.

## ARTICLE 6
## MEMBERS

Section 6.1 Names and Addresses of Members. The names and addresses of the Members are set forth on Schedule A hereto.

Section 6.2 Voting. Except as otherwise provided in this Agreement, the affirmative vote of the Members holding a majority of the outstanding Membership Interests shall be required to approve any matter coming before the Members.

Section 6.3 Major Decisions. No authorization or action taken with respect to the "Major Decisions" subsequently enumerated in this Section 6.3 shall be effective or binding on the Company unless approved by the unanimous vote or written consent of the Members. Major Decisions shall include the following:

(a) the incurring or assuming on behalf of the Company any kind of debt or other obligation to repay money or the guaranteeing of the debts or obligations of any other party;

(b) the taking of any action which would cause a termination, dissolution or liquidation of the Company, for tax purposes or otherwise;

(c) the merger or consolidation of the Company with or into another entity;

(d) the sale, lease, exchange or other disposition of any asset of the Company;

(e) the amendment of the Articles of Organization or this Agreement;

(f) authorizing any vote or consent submitted to the members of Great Lakes;

(g) the consent to a voluntary petition in bankruptcy on behalf of the Company; and

(h) the taking of any action which would have the effect of changing the Company's classification for federal and state tax purposes.

Section 6.4 Duties of Members.

(a) Each Member agrees to devote to the Company and its business such time and services that the Company reasonably deems necessary to conduct its business in an efficient manner. Unless the Members decide otherwise, no Member shall be entitled to compensation for the time spent or services performed by such Member in the course of the Company's business.

(b) Except as otherwise provided by this Agreement, a Member may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any other Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. A Member shall incur no liability to the Company or any other Member as a result of engaging in any other business interests or activities.

(c) A Member may engage in or possess interests in other business ventures of any type and description, independently or with others, which compete, directly or indirectly, with the existing, related or proposed businesses of the Company.

Section 6.5 Liability and Indemnification.

(a) No Member shall be liable, responsible, or accountable in any way for damages or otherwise to the Company or to any of the Members for any act or failure to act pursuant to this Agreement or otherwise unless (i) such Member acted in bad faith, (ii) the conduct of such Member constituted intentional misconduct or a knowing violation of law, (iii) such Member gained a financial benefit to which such Member was not legally entitled, or (iv) such Member failed to perform his duties, specifically with respect to distributions under Section 508(a) of the LLC Law, in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

(b) The Company shall indemnify, defend, and hold harmless each of the Members (severally, the "Indemnitee" and collectively, the "Indemnitees"), from and against any claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnitee pursuant to this Agreement, or the business and affairs of the Company to the fullest extent permitted by law; provided, however, that an Indemnitee shall not be entitled to indemnification hereunder if (i) such Indemnitee's actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (ii) such Indemnitee personally gained a financial benefit to which the Indemnitee was not legally entitled.

## ARTICLE 7
## MEETINGS OF MEMBERS

Section 7.1 Meetings. No annual meeting of the Members shall be required. Special meetings of the Members may be called by any Member. Meetings of the Members shall be held at the principal office of the Company or such other place designated in the notice of the meeting.

Section 7.2 Notice. Notice of any meeting of the Members shall be given no fewer than ten days and no more than 60 days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 11.2 hereof and shall specify the purpose or purposes for which the meeting is called. 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 7.3 Quorum. Members holding a majority of all outstanding Membership present in person or represented by proxy shall constitute a quorum for transaction of business at any meeting of the Members, provided that if Members holding less than a majority of all outstanding Membership Interests are present at said meeting, such Members may adjourn the meeting at any time without further notice.

Section 7.4 Action Without Meeting. Any action required to be taken at a meeting of the Members or any other action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members were present and voting. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who did not consent in writing.

Section 7.5 Telephonic Meetings. The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 7.6 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to action in writing without a meeting may authorize another Person or Persons to act for him by proxy. Such proxy shall be delivered to the principal offices of the Company or the meeting prior to the taking of any action based in whole or in part upon the authorization of such proxy, but no proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.

## ARTICLE 8
## TRANSFER OF MEMBERSHIP INTERESTS

Section 8.1 Company's Restriction on Transfers. The Company shall neither cause nor permit the Transfer of any Membership Interest to be made on its books unless the Transfer is permitted by this Agreement and has been made in accordance with its terms.

Section 8.2 Members' Restriction on Transfers. No Member may, directly or indirectly, Transfer all or any portion of, or any interest or rights in, the Membership Interest now or hereafter owned by him except as permitted by this Agreement and made in accordance with its terms. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any

Membership Interests in violation of the prohibition contained in this Section 8.2 shall be deemed invalid, null and void, and of no force or effect.

Section 8.3 Transfers Prohibited by Company's Agreements. Notwithstanding anything to the contrary contained in this Agreement, no Transfer of any Membership Interest shall be consummated if the Transfer would violate any provision of any agreement to which the Company is a party or by which the Company or its assets are bound or affected, unless a written and signed consent to the Transfer is obtained from all third parties who are intended to be benefited by the transfer restriction.

Section 8.4 Option Associated With Bona Fide Offer. If a Member receives a Bona Fide Offer to purchase any or all of such Member's Membership Interest and the Member desires to dispose of his Membership Interest pursuant to such Bona Fide Offer during the Member's lifetime, then such Member shall immediately send a written notice to the Company and the other Members, which indicates that such Member has received a Bona Fide Offer for the purchase of some or all of his Membership Interest and which states the offeror's name and address. The Selling Member shall also enclose with each notice a copy of the Bona Fide Offer setting forth all of the terms and conditions of the Bona Fide Offer. The Company and the remaining Members shall then have the option to purchase the Membership Interest offered pursuant to Section 8.4(a) and Section 8.4(b) hereof.

(a) *First Option to Company*. The Company shall first have the option to purchase the Membership Interest offered for sale under this Section 8.4. The Company may exercise this option by giving written notice to the Selling Member within ten days after receiving the written notice from the Selling Member of its intent to purchase any or all of the Membership Interest offered on the same terms and conditions, and for the same purchase price, as set forth in the Bona Fide Offer. If the Company does not elect to purchase any or all of the Membership Interest within such ten-day period, then the Membership Interest not purchased by the Company will be offered to the Members under Section 8.4(b) hereof.

(b) *Second Option to Members*. If the Company does not elect to purchase any or all of the Membership Interest offered under Section 8.4(a) hereof, then the Membership Interest not purchased by the Company shall then be offered to the Members, other than the Selling Member, who shall have an option to purchase a pro rata share of the Membership Interest offered based on each Member's relative percentage interest in the total outstanding Membership Interest, other than the Membership Interest owned by the Selling Member. A Member may exercise this option by giving notice to the Selling Member within 20 days of the expiration of the Company's option under Section 8.4(a) hereof of his intent to purchase his pro rata share of the Membership Interest offered, on the same terms and conditions, and for the same purchase price, as set forth in the Bona Fide Offer. If any Member does not elect to purchase his entire pro rata share of the Membership Interest offered, then the Membership Interest not purchased by such Member shall be reallocated among the other Members who elect to purchase such Membership Interest. If the Members and the Company, as a group, do not elect to purchase all the Membership Interest offered to them under this Section 8.4, then the sale of any Membership Interest not purchased by the Company or the Members may proceed on the same terms and conditions, and to the same offeror, contained in the Bona Fide Offer, pursuant to Section 8.4(c) hereof.

(c) *Sale to Third Party*. If the Company and the Members do not purchase all of the Membership Interest offered under the options set forth in Section 8.4(a) and Section 8.4(b) hereof, then the Selling Member may transfer all of the Membership Interest that neither the Company nor the Members purchased to the offeror contained in the Bona Fide Offer, provided: (1) the terms and conditions of the transfer are the same as set forth in the Bona Fide Offer originally presented to the Selling Member; and (2) the transfer of the Membership Interest takes place within 30 days after the expiration of the option period set forth in Section 8.4(b) hereof. If the transfer of the Membership Interest does not meet all of these conditions, then no transfer of the Membership Interest may take place and the offer shall be deemed null and void and any subsequent offer shall again be subject to the terms and conditions of this Section 8.4. The Transferee of Membership Interest under this Section 8.4(c) will be an Assignee unless he satisfies the conditions of Section 8.7 hereof.

Section 8.5 Option Associated With Death of Member. Upon the death of a Member, such Member's legal representative shall, within 60 days from the date of the deceased Member's death, offer the deceased Member's Membership Interest to the Company and the other Members pursuant to the options set forth in Section 8.5(a) and Section 8.5(b) hereof. If no legal representative of the deceased Member is appointed within 60 days after the deceased Member's date of death, then such deceased Member's Membership Interest shall be automatically offered for sale to the Company and the other Members pursuant to options and priorities of Section 8.5(a) and Section 8.5(b) hereof as of the date which is 60 days after the deceased Member's date of death.

(a) *First Option to Company*. The Company shall first have the option to purchase the Membership Interest offered for sale under this Section 8.5. The Company may exercise this option by giving written notice to the Selling Member's legal representative within ten days after the Selling Member's Membership Interest are deemed offered for sale under this Section 8.5 of its intent to purchase any or all of the Membership Interest for the Agreement Price. If the Company does not elect to purchase any or all the Membership Interest offered within such ten-day period, then all the Membership Interest not purchased by the Company will be offered to the Members under Section 8.5(b) hereof.

(b) *Second Option to Members*. If the Company does not elect to purchase any or all of the Selling Member's Membership Interest under Section 8.5(a) hereof, then all of the Membership Interest not purchased by the Company will be offered to the Members, other than the Selling Member, who shall have an option to purchase a pro rata share of the Membership Interest offered based on each Member's relative percentage interest in the total outstanding Membership Interest, other than the Membership Interest owned by the Selling Member. A Member may exercise this option by giving notice to the Selling Member's legal representative, within 20 days of the expiration of the Company's option under Section 8.5(a) hereof of his intent to purchase his pro rata share of the Membership Interest offered for the Agreement Price. If any Member does not elect to purchase his entire pro rata share of the Membership Interest offered, then any Membership Interest not purchased by such Member shall be reallocated among the other Members who elect to purchase such Membership Interest. If the Members, as a group, do not elect to purchase any or all of the Membership Interest offered to them under this Section 8.5, then the transfer of the Membership Interest which neither the

Company nor the Members elected to purchase shall be transferred pursuant to Section 8.5(c) hereof.

(c) *Transfer by Will or Intestacy*. If the Company and the Members do not elect to purchase all of the Selling Member's Membership Interest under Section 8.5(a) and Section 8.5(b) hereof, then the transfer of the remaining Membership Interest which neither the Company nor the Members purchased may proceed according to the Selling Member's last will and testament or by the laws of intestacy, as the case may be. The Transferee of Membership Interest under this Section 8.5(c) will be an Assignee unless he satisfies the conditions of Section 8.7 hereof.

Section 8.6 Option Associated With Legal Proceedings. A Member shall be deemed to have offered all of his Membership Interest to the Company and the other Members, and the Company and the other Members shall have an option to purchase such Member's Membership Interest pursuant to the options and priorities set forth in Section 8.6(a) and Section 8.6(b) hereof, immediately upon the occurrence of any of the following events: (1) voluntary proceedings by such Member, or involuntary proceedings against such Member (which are not discharged within 60 days) have been filed under any provisions of any federal or state act relating to bankruptcy or insolvency; (2) the Membership Interest of such Member have been attached or garnished or are otherwise threatened to be sold pursuant to legal proceedings; (3) any final judgment has been obtained in any action or proceeding against such Member and the sale or other transfer of such Member's Membership Interest is contemplated under legal process as a result of such judgment; (4) any property execution or other legal process has been issued against such Member or against such Member's Membership Interest or any other form of legal proceedings or process has been commenced by which the Membership Interest of a Member may be sold or otherwise transferred, either voluntarily or involuntarily; or (5) such Member is involved in any type of matrimonial dispute in which the sale or other transfer of his Membership Interest is threatened (including a transfer to such Member's spouse).

(a) *First Option to Company*. The Company shall have the first option to purchase the Membership Interest offered for sale under this Section 8.6. The Company may exercise this option by giving written notice to the Selling Member within ten days after the date the Company or any Member has actual knowledge that the Membership Interest are deemed offered for sale under this Section 8.6 of its intent to purchase any or all of the Membership Interest for the Agreement Price. If the Company does not elect to purchase any or all of the Membership Interest offered within such ten-day period, then the Membership Interest not purchased by the Company will be offered to the Members under Section 8.6(b) hereof.

(b) *Second Option to Members*. If the Company does not elect to purchase any or all the Membership Interest offered under Section 8.6(a) hereof, then the Membership Interest not purchased by the Company will be offered to the Members, other than the Selling Member, who shall have an option to purchase a pro rata share of the Membership Interest offered based on each Member's relative percentage interest in the total outstanding Membership Interest, other than the Membership Interest owned by the Selling Member. A Member may exercise this option by giving notice to the Selling Member, within 20 days of the expiration of the Company's option under Section 8.6(a) hereof, of his intent to purchase his pro rata share of the Membership Interest offered for the Agreement Price. If any Member does not elect to

purchase his entire pro rata share of the Membership Interest offered, then any Membership Interest not purchased by such Member shall be reallocated among the other Members who elect to purchase such Membership Interest. If the Company and the Members, as a group, do not elect to purchase all the Membership Interest offered to them under Section 8.6(a) and Section 8.6(b) hereof, then the transfer of the Membership Interest which neither the Company nor the Members elected to purchase shall be transferred pursuant to Section 8.6(c) hereof.

(c) *Transfer to Third Party*. If the Company and the Members, as a group, do not elect to purchase all the Membership Interest offered to them under Section 8.6(a) and Section 8.6(b) hereof, then the transfer of the Membership Interest purchased by neither the Company nor the Members may proceed free of the restrictions imposed by this Section 8.6, except that the Transferee of Membership Interest under this Section 8.6(c) will be an Assignee unless he satisfies the conditions of Section 8.7 hereof.

Section 8.7 Conditions to Transfers; Assignees.

(a) *Generally; Status of Transferee*. A Transferee will become a Member and be entitled to exercise the rights of a Member if he satisfies the conditions of Section 8.7(b) hereof. Any Transferee who does not satisfy the conditions of Section 8.7(b) will not be a Member and will be a mere assignee (an "Assignee") who is only entitled to receive, to the extent assigned, the distributions and allocation of profits and losses to which the Selling Member would otherwise be entitled. Furthermore, an Assignee shall take any transferred Membership Interest subject to the obligations of the Selling Member, including, but not limited to, the restrictions on transfers set forth in this Article 8.

(b) *Conditions to Transfer*. A Transferee shall be admitted as Member and have all of the rights of a Member only if:

(i) the Members of the Company unanimously approve the admission of the Transferee as a Member of the Company.

(ii) the Company receives a copy of the instrument effecting the transfer of the Membership Interest to the Transferee;

(iii) the Transferee's admission as a Member will not, in the opinion of legal counsel for the Company, jeopardize the treatment of the Company as a partnership for federal income tax purposes, or violate, or cause the Company to violate, any applicable laws, rules, or regulations, including, but not limited to, any provisions of state and federal securities law;

(iv) the Transferee makes such representations to the Company as the Company reasonably requires;

(v) the Transferee's admission as a Member will not be a violation of any agreement to which the Company is a party, or by which the Company or its assets may be bound or affected;

(vi) the Transferee agrees to pay all of the fees and costs incurred by the Company in connection with the transfer, including any legal fees incurred by the Company; and

(vii) the Transferee agrees in writing to accept the Membership Interest subject to all the terms, conditions, rights and restrictions contained in this Agreement and all amendments to this Agreement.

Upon admission as a Member under this Section 8.7(b), such Transferee shall assume all of the obligations of the Selling Member with respect to the Membership Interest acquired, and shall have all of the rights and powers of a Member, shall be subject to all of the restrictions applicable to Members, and shall attain the status of Member and shall in all respects be a Member of the Company.

Section 8.8 Effect of Assignment on Membership Status. Any Member who assigns or who is deemed to have assigned any of his Membership Interest to an Assignee shall forfeit his voting rights under this Agreement as to the Membership Interest assigned. Any Member who assigns all of his Membership Interest to an Assignee or Assignees shall no longer be a Member of the Company.

Section 8.9 Terms and Conditions of Purchases.

(a) *Closing.* The closing with respect to any purchase and sale of Membership Interest shall be held at the time and place as may be mutually agreed upon by the parties to the transaction. In default of such agreement, the closing shall take place at the principal place of business of the Company within 30 days after the exercise of the latest option or other triggering event giving rise to the purchase.

(b) *Purchase Price.*

(i) The purchase price for all Membership Interest transferred pursuant to Section 8.4 hereof shall equal the purchase price set forth in the Bona Fide Offer.

(ii) The purchase price for all Membership Interest transferred pursuant to Section 8.5 or Section 8.6 hereof shall be the "Agreement Price" which shall be:

(1) the price mutually agreed to by the Selling Member (or his legal representative) and the Company; or

(2) if such parties are unable to agree on a price, the Selling Member or his legal representative and the Company shall each select a Qualified Appraiser to value the Membership Interest offered as follows: (a) if the values determined by the two Qualified Appraisers so chosen are less than or equal to 20 percent of each other, then the average value of the two appraisals shall be the Agreement Price; or (b) if the values determined by the two Qualified Appraisers so chosen are more than 20 percent of each other, than the two Qualified Appraisers shall mutually select a third Qualified Appraiser and the average of the third Qualified Appraiser's appraisal and the other appraisal closest in value to such third

Qualified Appraiser's appraisal shall be the Agreement Price. The Company shall bear the cost of all appraisals made pursuant to this Section.

(c) *Payment of Purchase Price*. Unless otherwise provided in this Agreement, in the event of a sale of any Membership Interest to the Company or the other Members under this Agreement, the purchase price shall, at the purchaser's election, be paid by the delivery at the closing of cash or by certified check in the full amount of the purchase price.

(d) *Documents Delivered by Seller*. At the closing, the Selling Member or his legal representative, as the case may be, shall (a) represent and warrant in writing to each purchaser that such Member has good title to the Membership Interest sold by such Member, free and clear of all liens, encumbrances, restrictions and charges of any kind (except those created by this Agreement), and (b) if such seller is the legal representative of a Member, deliver to each purchaser due evidence of such representative's authority to act, and if applicable, payment of estate taxes.

## ARTICLE 9
## DISSOLUTION, WITHDRAWAL AND WINDING UP

Section 9.1 Dissolution. The Company shall be dissolved and its affairs wound up, only upon the unanimous vote or written consent of the Members.

Section 9.2 Winding Up. Upon the dissolution of the Company, the Members shall wind up the Company's affairs and satisfy the Company's liabilities. The Members shall liquidate all of the Company's assets as quickly as possible consistent with obtaining the full fair market value of said assets. During this period, the Members shall continue to operate the Company and all of the provisions of this Agreement shall remain in effect. The Members shall notify all known creditors and claimants of the dissolution of the Company in accordance with the LLC Law.

Section 9.3 Final Distribution. The proceeds from the liquidation of the Company's assets shall be distributed as follows:

(a) to the payment of all liquidating expenses, including accounting and legal fees, and all costs of sale;

(b) to creditors of the Company in satisfaction of the liabilities of the Company, whether by payment or by establishment of adequate reserves;

(c) to Members for liabilities of the Company to such Members in their capacity as creditors of the Company;

(d) to the Members in accordance with their positive Capital Account balances; and

(e) to the Members in accordance with their Membership Interest percentages.

Section 9.4 Articles of Dissolution. On completion of the distribution of Company assets as provided herein, the Company is terminated, and a Member (or such other Person or Persons as the LLC Law may require or permit) shall file articles of dissolution with the New York Department of State, and take such other actions as may be necessary to terminate the Company.

## ARTICLE 10
## BOOKS, RECORDS, ACCOUNTING & TAX ELECTIONS

Section 10.1 Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the Company as required under Section 1102 of the LLC Law, as well as supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

Section 10.2 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

Section 10.3 Annual Accounting Period. The annual accounting period of the Company shall be its Tax Year. The Company's Tax Year shall be selected by the Members, subject to the requirements and limitations of the Code.

Section 10.4 Reports. Within 75 days after the end of each Tax Year, the Members shall cause to be sent to each Person who was a Member at any time during the Tax Year then ended the tax information concerning the Company which is necessary for preparing the Person's income tax returns for that Tax Year.

## ARTICLE 11
## MISCELLANEOUS PROVISIONS

Section 11.1 Amendment of the Articles of Organization or this Agreement. The Articles of Organization or this Agreement may be amended only by the unanimous vote or written consent of the Members.

Section 11.2 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) upon hand delivery, (b) on the third day following delivery to the U.S. Postal Service, (c) on the first day following delivery to a nationally recognized United States overnight courier service, fee prepaid, return receipt or other confirmation of delivery requested, or (d) when telecopied or sent by facsimile transmission if an additional notice is also given under (a), (b) or (c) above within three days thereafter. Any such notice or communication shall be delivered or directed to a party at its last known address on the records of the Company or at such other address as may be

designated by a party in a notice given to the Company in accordance with the provisions of this Section 11.2.

Section 11.3 Merger of Prior Agreements. This Agreement contains the sole and entire agreement and understanding of the parties with respect to its subject matter. Any and all prior discussions, negotiations, commitments, and understandings relating thereto are hereby merged in this Agreement.

Section 11.4 Governing Law. This Agreement and the obligations of the Members hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without reference to the principles of conflicts of laws.

Section 11.5 Waiver. No consent or waiver, express or implied, by any Member to, or of any breach or default by, another or the performance by another of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such Member under this Agreement.

Section 11.6 Severability. If any provisions of this Agreement or the application of the provisions of this Agreement to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

Section 11.7 Captions. The captions used in this Agreement are inserted for convenience only and are not part of this Agreement.

Section 11.8 Gender. The masculine, feminine or neuter pronouns used in this Agreement shall be deemed to include the masculine, feminine or neuter genders, as appropriate.

Section 11.9 Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Members and their respective heirs, executors, legal representatives, successors and assigns. Whenever, in this instrument, a reference to any party or Member is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such Member.

Section 11.10 No Rights Created in Third Persons. This Agreement is intended solely for the benefit of the parties hereto and does not create any rights in persons not parties to this Agreement.

Section 11.11 Counterparts Execution. This Agreement may be executed in one or more counterparts each of which, when executed and delivered, shall be an original but all of which together shall constitute one and the same agreement.

[*Signatures on next page.*]

IN WITNESS WHEREOF, the Members have signed this Agreement as of the date first written above.

Kurt B. Odenbach

John B. Odenbach

Alex B. Odenbach

Timothy L. Dollinger

**SCHEDULE A**

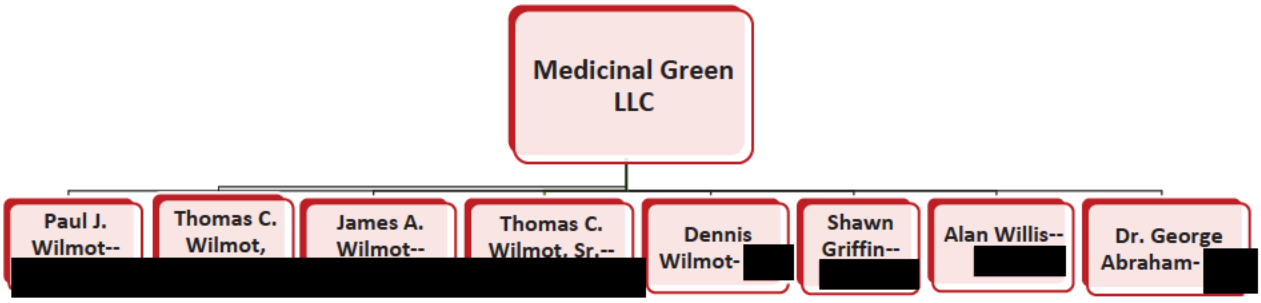
NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS
& MEMBERSHIP INTERESTS OF THE MEMBERS

| Name & Address | Capital Contribution | Membership Interest |
|---|---|---|
| Kurt B. Odenbach [redacted] | [redacted] | |
| John B. Odenbach [redacted] | | |
| Alex B. Odenbach [redacted] | | |
| Timothy J. Dollinger [redacted] | | |

GREAT LAKES
MEDICINALS
GREAT LAKES
MEDICINALS

## Medicinal Green LLC

| Medicinal Green LLC Ownership Structure | |
|---|---|
| **Name** | **% Ownership** |
| Paul J. Wilmot | [redacted] |
| Thomas C. Wilmot | |
| James A. Wilmot | |
| Thomas C. Wilmot, Sr. | |
| Dennis Wilmot | |
| Shawn Griffin | |
| Alan Willis | |
| Dr. George Abraham | |




### Medicinal Green LLC Operating Agreement

Below is a copy of the Operating Agreement for Green Medicinals LLC.

**OPERATING AGREEMENT**
**OF**
**MEDICINAL GREEN, LLC**

THIS OPERATING AGREEMENT, effective as of the 10th day of March, 2015 (this "**Agreement**"), is by and among MEDICINAL GREEN, LLC, a New York limited liability company with a mailing address c/o Wilmorite, Inc., 1265 Scottsville Road, Rochester, New York 14624 (the "**Company**") and each of those individuals and entities who are admitted as Members and whose names appear on Schedule 1 to this Agreement (each a "**Member**" and together the "**Members**").

The Company was duly formed on March 10, 2015, upon the filing of its Articles of Organization with the New York Secretary of State pursuant to the Law, for the purpose of investing in Great Lakes Medicinal, Inc. (intending to be merged into Great Lakes Medicinal, LLC, a New York limited liability company and hereinafter "Great Lakes Medicinal") such that Great Lakes Medicinal can apply to be a New York Registered Organization under the New York Compassionate Care Act (Title V-A of the New York Public Health Law).

The parties hereto desire to adopt this Agreement as hereinafter set forth to define the rights and obligations of the Members and to govern the business operations of the Company.

**ARTICLE 1.**
**DEFINITIONS**

1.1. Definitions. As used in this Agreement, the following terms when capitalized are defined terms and shall have the meanings set forth below:

"**Capital Account**" shall mean, as to any Member, the Capital Contributions made by such Member to the Company as of any date, properly adjusted to reflect such Member's allocations of Profits, Losses and Distributions. In calculating the Capital Account of a Member, Distributions to such Member shall be valued as reflected on the books of the Company.

"**Capital Contributions**" shall mean contributions to the capital of the Company by the Members.

"**Cash Flow**" shall mean the distributions received from Great Lakes Medicinals less all operating expenses of the Company including, without limitation, the Tax Distribution.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"**Distributions**" shall mean cash or other property, from any source, including Cash Flow, distributed to the Members by the Company.

**"Department of Health"** means the New York State Department of Health and any license review or location board established by the New York State Department of Health.

"**Great Lakes Medicinals**" shall initially mean Great Lakes Medicinal, Inc., a New York corporation but is intended after a contemplated merger to mean Great Lakes Medicinals, LLC, a New York limited liability company.

"**Great Lakes Medicinals Common Voting Units**" means initially the common voting stock of Great Lakes Medicinal, Inc. and after the contemplated merger means the common voting units of Great Lakes Medicinals, LLC issued by Great Lakes Medicinals, LLC to the Company.

"**Great Lakes Medicinals Agreement**" means the certificate of incorporation, bylaws and a shareholders agreement to be negotiatied for but after the merger means Great Lakes Medicinals, LLC Limited Liability Company Agreement by and between the Great Lakes Medicinals, LLC, the Company, and its members, as defined therein.

"**Gross Asset Value**" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) 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 Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account, as determined by the Managers as of the following times: (A) 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; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Managers reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis 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 subparagraph (vi) of the definition of "Profits" and "Losses"; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (ii) or (iv), 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.

"**Involuntary Withdrawal**" means, with respect to any Member, the occurrence of any of the following events: (a) the Member makes an assignment for the benefit of creditors; (b) the Member files a voluntary petition of bankruptcy; (c) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (d) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (e) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties; (f) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described above; (g) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; (h) if the Member is a trust, the termination of the trust; (i) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company; (j) if the Member is a corporation, the dissolution and liquidation of the corporation or the revocation of its Certificate or Articles of Incorporation not reinstated within one year; (k) if the Member is a natural person, the death of the Member; (l) any judgment is obtained in any legal or equitable proceeding against such Member and the sale of any of such Member's Membership Interest is ordered under legal process as a result of such judgment; or, (m) any other form of legal proceeding or other process which results in a judgment against such Member requiring that his, her or its Membership Interest be transferred or sold, either voluntarily or involuntarily.

"**Law**" shall mean the New York Limited Liability Company Act, as amended from time to time.

"**Members**" shall mean those Persons who have been admitted to the Company as Members.

"**Membership Interest**" shall mean all of the rights of a Member in the Company, including a Member's right, subject to the terms of this Agreement, to (i) a share of the Profits and Losses of the Company, (ii) inspect the Company's books and records, and (iii) participate in the management of and vote on matters that come before the Company.

"**Ordinary Course of Business**" shall mean holding and managing the Great Lakes Medicinals Common Voting Units, together with the Company's rights and obligations as a holder thereof.

"**Percentage Membership Interest**" shall mean, as to a Member, the percentage ownership of Membership Interests by said Member as set forth after the Member's name on Schedule 1, as the same may be amended from time to time.

"**Person**" shall mean any corporation, firm, joint venture, limited liability company, limited liability partnership, natural person, partnership, trust or other entity.

"**Managers**" shall initially mean Paul J. Wilmot, Thomas C. Wilmot, Jr. and James A. Wilmot, until his successor is duly elected and qualified under Section 5 herein. All acts of the Managers shall be by majority vote or consent of Two-Thirds of the Managers.

"**Profits**" or "**Losses**" shall mean the profits or losses of the Company determined in accordance with the accounting method followed by the Company for federal income tax purposes, and shall include without limitation each item of Company income, gain, loss, deduction or credit to be received or borne by the Members.

"**Prohibited Person**" means any Person who, in the reasonable discretion of the Managers, (a) is a Person that is more likely than not to jeopardize the ability of the Great Lakes Medicinals or any of its affiliates to hold a medical marihuana license or to be associated with a medical marihuana licensee under applicable law or (b) is or becomes an "Unsuitable Party" as defined under the Great Lakes Medicinals Agreement.

"**Redemption Date**" shall mean the date specified in the Unsuitability Notice or Involuntary Withdrawal Notice, as applicable, as the date on which the Membership Interests owned or controlled by a Member who is subject to involuntary redemption under Section 7.4 are to be redeemed by the Company which date shall be no later than the earliest of (i) forty-five (45) days following delivery of the Unsuitability Notice or Involuntary Withdrawal Notice, as applicable, (ii) thirty (30) days following the determination of the fair market value of the Membership Interests to be redeemed or (iii) any deadline imposed by the Department of Health.

"**Regulations**" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

"**Regulatory Allocations**" shall have the meaning set forth in Section 4.1(c).

"**Service**" shall mean the Internal Revenue Service.

"**Tax Distribution**" shall have the meaning set forth in Section 4.5 hereof.

"**Unsuitable Member**" shall have the meaning set forth in Section 7.4.

## ARTICLE 2.
## THE COMPANY

2.1. Formation. The Company was formed as a limited liability company under the Law on March 10, 2015.

2.2. Name. The name of the Company is Medicinal Green, LLC. If the Company does business under a name other than as set forth in its Certificate of Formation, then the Company shall file an assumed-name certificate as required by Law.

2.3. Principal Office and Place of Business. The principal office and place of business of the Company shall be at 1265 Scottsville Road, Rochester, New York 14624, or at such other location as may hereafter be determined by the Managers.

2.4. Term. The term of the Company commenced on the filing of its Articles of Organization with the New York Secretary of State and shall continue until terminated in accordance with the terms and conditions of this Agreement.

2.5. Purpose. The Company has been formed for the purpose of acquiring the Great Lakes Medicinals Common Voting Units. However, it is authorized to engage in any business purpose permitted under the Law; provided, however, that unless otherwise agreed by the holders of not less than Two-Thirds of the aggregate Membership Interests in the Company, the sole and exclusive business purpose of the Company shall be the Ordinary Course of Business.

2.6. Irrevocable Proxy to Vote Great Lakes Medicinals, LLC Common Voting Units. Each Member acknowledges and agrees that the Managers are hereby appointed as the Company's true and lawful proxy and attorney-in-fact, with full power of substitution, to vote all of the Company's Great Lakes Medicinals Common Voting Units. This proxy is irrevocable and is coupled with an interest. This proxy may be exercised by the affirmative act of two out of three of the Managers

## ARTICLE 3.
## CAPITAL CONTRIBUTIONS AND RELATED MATTERS

3.1. Capital Contributions. The respective Capital Contributions of the Members shall be as described in Exhibit A attached hereto. In the event that Great Lakes Medicinals fails to receive required licensure from the New York Department of Health, then this Agreement shall be deemed terminated and the Capital Contributions of all signatories hereto shall be released and returned to such signatories, less their respective pro-rata share of expenses through the date of termination. Members shall contribute the amounts described in Exhibit A as of the date hereof.

3.2. Interest. Except as specifically set forth in this Agreement, no Member shall be entitled to interest on his, her or its Capital Contributions.

3.3. Withdrawal of Capital Contributions. Except as specifically set forth in this Agreement, no Member shall have the right to withdraw from the Company or to demand or receive the return of his, her or its Capital Contributions.

3.4. No Priority. Except as specifically set forth in this Agreement, no Member shall have priority over any other Member as to the return of Capital Contributions.

3.5. Capital Accounts. A separate Capital Account shall be maintained for each Member and shall be credited with the amount of each Member's initial and subsequent Capital Contributions and such Member's share of the Company's Profits as determined in Article 4 hereof. Each such Capital Account shall be charged to reflect all Distributions and withdrawals of a Member's capital and such Member's share of the Company's Losses.

3.6. No Additional Capital Contributions Required. No Member shall be required to contribute any additional capital to the Company, unless required by the Managers, and no Member shall have any personal liability for any obligation of the Company.

3.7. Additional Members. Except as may be permitted in accordance with Article 7 of this Agreement, there shall be no additional Members.

## ARTICLE 4.
## ALLOCATIONS AND DISTRIBUTIONS

4.1. Allocation of Profits and Losses and Cash Flow.

(a) After giving effect to the special allocation rules set forth in Sections 4.1(b) and 4.1(d), Profits and Losses shall be allocated among the Members in accordance with each Member's Percentage Membership Interest at the close of business on the day on which such allocation is to be made. Profits and Losses of the Company shall be determined (i) at the close of each fiscal year, (ii) upon the dissolution of the Company, and (iii) upon the winding up of the Company's business. The Profits and Losses of the Company shall be computed in accordance with the accounting method followed by the Company for federal income tax purposes, applied in a consistent manner.

(b) In the event of a transfer of a Member's Membership Interest in accordance with Article 7 of this Agreement, Profits and Losses for that fiscal year shall be allocated between the transferor and the transferee to reflect their varying interests during the fiscal year. For purposes of computing the varying interests of each Member, the Company shall make an interim closing of its books, as of the last day of the calendar month in which the transfer of the Membership Interest occurs (the "Effective Date"), and compute Profit and Loss applicable to the period of time before and after the Effective Date using the accrual method of accounting.

(c) Before making any allocation under Section 4.1(a) or Section 4.1(b) hereof, the Company shall comply with the Regulations under Section 704(b) of the Code, including the requirement related to qualified income offsets, minimum gain charge backs (including those attributable to Member nonrecourse debt), the allocation of deductions attributable to nonrecourse debt (including Member nonrecourse debt) and the allocation of expenditures not deductible under the Code ("**Regulatory Allocations**"). For this purpose, the Members agree that (i) in compliance with the "qualified income offset" requirement of the Regulations, a Member who unexpectedly receives an adjustment, allocation or distribution described in paragraphs (4), (5) or (6) of Regulations § 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain (consisting of a *pro rata* portion of each item of Profit, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible; and (ii) Loss allocated to any Member pursuant to Section 4.1(a) hereof shall not exceed the maximum amount of Loss that can be so allocated without causing such Member to have a deficit balance in such Member's Capital Account as of the end of the applicable year or period after (x) adding to such Capital Account any amounts that such Member is obligated to restore pursuant to any provisions of this Agreement or is deemed to be obligated to restore in conformity with the penultimate sentences of Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5); and (y) subtracting from such Capital Account the items described

in Regulations §§1.704-1(b)(2)(d)(4), (5) and (6). All Regulatory Allocations made by the Company shall be taken into account in allocating Profit and Loss under Sections 4.1(a) and 4.1(b) hereof, so that, to the extent possible, the net amount of the cumulative allocations to each Member's Capital Account will be the same amount that would have been allocated to each such Member's Capital Account had the Regulatory Allocations not occurred.

(d) Taxable income, gain, loss and deduction shall be allocated among the Members in the same manner as allocations are made to the Members' Capital Accounts under Sections 4.1(a), 4.1(b) and 4.1(c), except as otherwise required under Section 704(c) or 704(b) of the Code and the Regulations thereunder. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the Company (or deemed contributed to the Company for tax purposes), or with respect to any property the Gross Asset Value of which is adjusted, shall, solely for income tax purposes, be allocated among the Members so as to take into account any variation between the Gross Asset Value of such property and the basis of such property for federal income tax purposes. For this purpose, such allocations shall be made using the "traditional method" specified in Regulation Section 1.704-3(c) unless the Managers determines that another permissible method is required to accurately reflect the intent of the Members. The allocations made under this Section 4.1(d) shall be solely for income tax purposes and shall have no effect on the Capital Accounts of the Members.

4.2. Distributions of Profits and Cash Flow from Operations. Distributions of all Profits and Cash Flow from the Company's operations shall be made to the Members, pro rata in accordance with their respective Percentage Membership Interests, at such time or time(s) as may be determined by the Managers, but not less frequently than once annually. Subject to the foregoing provisions of this Section 4.2, the Company may retain (and not distribute) Profits and Cash Flow of the Company to the extent deemed necessary or appropriate by the Managers to (x) meet any current or future obligations of the Company, or (y) establish and maintain a capital reserve to fund business, operational or strategic plans of the Company.

4.3. Distributions from Sale. Distributions of proceeds received from (i) a sale, exchange or other disposition of the Company or of all or substantially all of the assets of the Company, or (ii) the merger of the Company with or into another entity such that the Company is not the surviving entity, shall be distributed and applied in the following order of priority:

(a) to the payment of debts of the Company, including without limitation any debts owed to a Member;

(b) to the payment of all expenses of the Company incurred in connection with any such sale, liquidation or refinancing;

(c) to establish reserves which the Managers deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company; and

(d) any balance remaining shall be distributed to the Members pro rata in accordance with their respective Percentage Membership Interests.

4.4. Changes in Allocations. Notwithstanding any provision to the contrary set forth in this Article 4, if, as of any date, a Member shall have a legal obligation to the Company for the payment of money or the contribution of property, and such obligation is past due, such Member's share of any Distributions shall be reduced by an amount equal to such past due monetary legal obligation or the designated value of the legal obligation to contribute such past due property.

4.5. Tax Distributions. Notwithstanding any contrary provision of this Agreement, no distribution shall be made prior to the following distribution, as measured on an annual basis: To the extent that funds are legally available therefor, the Company shall make an annual distribution to the Members, pro rata in accordance with their Percentage Membership Interests, in an amount sufficient to satisfy any income tax obligations associated with their ownership of the Company, assuming the then-highest marginal federal and New York State tax rate for the type of income being distributed (the "**Tax Distribution**").

## ARTICLE 5.
## MANAGEMENT

5.1. Management. The Company shall be managed by the Managers who may but are not required to be a Member of the Company. The Managers shall act by majority action of the Managers based on the number of Managers then appointed. A Manager may vote either in person or by written proxy signed by the Manager or in lieu of holding a meeting, the Managers may vote or otherwise take action by a written instrument. Any one or more Managers may participate in a meeting of the Managers by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting. The Managers may appoint such officers as the Managers deems necessary or desirable to carry on the business of the Company, and the Managers may likewise remove or replace such officers as the Managers determines to be in the best interest of the Company. Paul J. Wilmot, Thomas C. Wilmot, Jr. and James A. Wilmot are appointed as the initial Managers in accordance with Section 5.3(b); James A. Wilmot is hereby appointed as the initial President; Paul J. Wilmot is hereby appointed as the initial Vice President/Treasurer; Thomas C. Wilmot, Jr. is hereby appointed as the initial Vice President/Secretary. The Managers shall have full authority to manage, control, administer and operate the business and affairs of the Company (including without limitation the appointment of Managers under the Great Lakes Medicinals Agreement), and the Managers are directed to cause the Company to make the distributions described and/or required in ARTICLE 4. Any person dealing with the Company may conclusively rely upon a certificate signed by the officers or the Managers as to the identity of the officers and Managers and the authority of such individual to perform any act, or execute and deliver any instrument for or on behalf of the Company. Officers shall have such posers as expressly determined from time to time by a vote of the Managers.

5.2. Certain Decisions and Actions. Notwithstanding the broad authority granted to the Managers pursuant to Section 5.1 above, the following actions must be specifically approved in writing by the holders of at least two-thirds of the Membership Interests:

(a) merge or consolidate with or into any entity or permit any entity to merge or consolidate with or into it, or enter into any joint venture, partnership or other business combination with any other entity;

(b) except as otherwise provided herein, commence any voluntary proceeding seeking liquidation, reorganization, readjustment or other relief under any bankruptcy, insolvency or similar law, or consent to a decree or order for relief or the filing of a petition thereunder or to the appointment of a trustee, receiver or liquidator, or otherwise take any voluntary action in furtherance of the bankruptcy, reorganization/liquidation, dissolution or termination of its corporate status;

(c) issue or offer to issue or sell any Membership Interests, or any options, warrants, rights or other instruments convertible into, exchangeable or exercisable for or otherwise giving the holder thereof the right to acquire, directly or indirectly, any Membership Interests; or,

(d) any amendment to, or restatement of, this Operating Agreement, subject to the provisions of Section 9.3.

5.3. Members.

(a) A meeting of the Members may be called at any time by the Managers or any Member. Meetings of the Members shall be held at the Company's principal place of business or at any other place designated by the Managers. Not less than three (3) days nor more than sixty (60) days before each meeting, the Managers shall give written notice thereof to each of the Members entitled to vote at the meeting. The notice shall state the place, date, hour and purpose of the meeting. Notwithstanding the foregoing provisions, each of the Members who is entitled to notice shall be deemed to waive such notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of the meeting, or is present at the meeting in person or by proxy without objecting to the lack of notice. Unless this Agreement provides otherwise, at a meeting of the Members, the presence in person or by proxy of Members holding a majority of the Membership Interests constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact. Any one or more Members may participate in a meeting of the Members by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

(b) The Members hereby appoint Paul J. Wilmot, Thomas C. Wilmot, Jr. and James A. Wilmot, as the Managers, who shall serve until their respective successor is duly appointed and qualified. Upon the affirmative vote of Members holding a majority of the Membership Interests, the Members may appoint successor Managers.

(c) In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding the requisite Percentage Membership Interest as will be required for the Members to take action under this Agreement. If such consent is not unanimous, prompt notice shall be given to those Members who have not

consented in writing, but who would have been entitled to vote thereon had such action been taken at a meeting.

(d) No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. Unless approved by the Managers, no Member shall be entitled to compensation for services performed for the Company in his, her or its capacity as a Member. Upon substantiation of the amount and purposes thereof, however, a Member shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

(e) This Section 5.3 supersedes any authority granted to the Members pursuant to Section 401 of the Law. Any Member who takes any action or binds the Company in violation of this Section 5.3 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.4. Duties of Parties.

(a) The Managers shall devote such time to the business and affairs of the Company as is necessary to carry out his duties set forth in this Agreement.

(b) Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members, the Managers and/or their respective affiliates. In any of those cases, those dealings and undertakings shall be at arms length and on commercially reasonable terms.

5.5. Liability and Indemnification.

(a) Neither the Managers nor any Member of the Company nor the officers shall be liable, responsible or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Managers or such Member or officer within the scope of the authority conferred on the Managers or such Member or such officer by this Agreement, except for fraud, bad faith, gross negligence or an intentional breach of this Agreement.

(b) The Company shall indemnify the Managers and each of the Members and officers to the fullest extent permitted under the Law for any act performed by the Managers or Member or officers within the scope of the authority conferred on the Managers or Member or officers by this Agreement, except for fraud, bad faith, gross negligence or an intentional breach of this Agreement.

## ARTICLE 6.
## BOOKS AND RECORDS, ACCOUNTING AND TAX MATTERS

6.1. Books and Records. The books and records of the Company shall at all times be maintained at the principal office of the Company. Each Member, or his, her or its duly authorized agent, shall have full, complete and unrestricted access to all of the Company's books and records at all times. The Company will file income tax returns on a calendar year basis. At the close of each

calendar year, an accounting shall be made of the operations for the year, which shall include the preparation of a balance sheet as at the close of the year and a statement of the operations of the Company for the year. Based on the determinations so made, the Company shall, within the time required (including extensions), file all necessary information returns. The Company will not have its financial statements audited but any Member may have an audit of the Company's books and records and financial statements conducted provided that the Member making the request pay all out-of-pocket expenses incurred in connection therewith.

6.2. Tax Matters Member. The President shall be the Company's "tax matters partner," as that term is defined in the Code and shall have the authority to make all Company elections permitted under the Code, including without limitation elections of methods of depreciation and elections under Section 754 of the Code.

## ARTICLE 7.
## WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1. Restrictions on Disposition. No Member shall encumber, hypothecate or transfer, by sale, gift, bequest, assignment, operation of law or otherwise, any Membership Interests now or hereafter owned by him, her or it except in accordance with this Agreement. If no provision of this Agreement governs the proposed disposition, then such disposition shall be deemed to be prohibited by this Agreement, except with the unanimous consent of all of the Members.

7.2. Condition Precedent for Transfer. No Member shall effect, in any manner, any transfer of any Membership Interest otherwise expressly permitted under this Operating Agreement unless:

(a) The Managers have consented in writing to such transfer;

(b) the transfer will not require registration of the Membership Interests under any federal or state securities laws;

(c) the transferee delivers to the Company a written agreement to be bound by the terms of this Operating Agreement;

(d) the transfer will not cause the Company to be a "publicly traded partnership" within the meaning of Section 7704 of the Code;

(e) the transfer will not cause the Company to be in breach of or default under any contract or agreement to which the Company is a party; and,

(f) the transferor or the transferee delivers the transferee's taxpayer identification number and the transferee's initial tax basis in the transferred Interest or Membership Interest.

7.3. Permitted Transfers. With notice to the Company, and subject to compliance with Section 7.2 (Conditions Precedent for Transfer), any Member may transfer his, her or its Membership Interests as a gift, transfer, bequest or other disposition of such Member's Membership Interest to such Member's spouse, child or grandchild, or to a custodian, trustee or other fiduciary for

the account of the Member or such members of such Member's family or to a family limited partnership, limited liability company or other entity or person in connection with a bona fide estate planning transaction.

7.4. Mandatory Redemption Upon Licensing Event. If the Department of Health has determined that a Member is unsuitable to be associated with a medical marijuana licensee, or if the Managers, in their reasonable discretion, determine that a Member is or is likely to be deemed, a Prohibited Person (in either case, such Member is referred to as the "**Unsuitable Member**"), the following procedures shall apply:

(a) The Managers shall notify the Unsuitable Member that an event under this Section 7.4 has occurred (the "**Unsuitability Notice**").

(b) If the Managers and the Unsuitable Member cannot agree on the fair market value of the Membership Interest to be redeemed within five (5) business days following the delivery of the Unsuitability Notice, then fair market value shall be determined by a nationally recognized, independent appraisal firm, with experience in valuing assets similar in nature to the assets of Great Lakes Medicinals, to be selected by the Managers within five (5) business days of written notice by one party to the other of the inability of the parties to agree on a fair market value. The appraisal firm shall determine the fair market value within fifteen (15) days of selection, and such determination shall be conclusive and binding upon the parties. The Company and the Unsuitable Member shall equally share the fees and expenses of the appraisal firm, except that each party shall bear its own expenses in presenting evidence to the appraisal firms.

(c) On the Redemption Date, the Company shall pay the Redemption Price therefor in U.S. Dollars in cash, by promissory note, or both, as required by the Department of Health and, if not so required, as the Managers determines but subject to compliance with any restrictions under applicable laws. Any promissory note shall contain such terms and conditions as the Managers determines necessary or advisable, including subordination provisions, to comply with law then applicable to the Company or to prevent a default under, breach of, event of default under or acceleration of any loan, promissory note, mortgage, indenture, line of credit, or other debt or financing agreement of the Company or any Affiliate of the Company.

7.5. Optional Redemption Upon Involuntary Withdrawal.

(a) Immediately upon the occurrence of an Involuntary Withdrawal, the affected Member shall give notice to the Company of such Involuntary Withdrawal or, if the Company otherwise becomes aware of such event and has not received a notice from Member, the Company shall provide notice of the Involuntary Withdrawal event to the affected Member (in either case, the "**Involuntary Withdrawal Notice**").

(b) Within five (5) business days following the Company's receipt or provision of the Involuntary Withdrawal Notice, the Company shall notify the affected Member as to whether the Company desires to redeem the affected Member's Membership Interest. Such redemption shall take place following the same procedures as described in Section 7.4 above, except that provisions relating to the Department of Health shall not apply, and references to the "Unsuitable Member"

shall be deemed references to the Member affected by the Involuntary Withdrawal, and references to the "Unsuitability Notice" shall be deemed references to the Involuntary Withdrawal Notice.

## ARTICLE 8.
## DISSOLUTION

8.1. Dissolution of the Company. The Company shall be dissolved, and its affairs wound up, upon the vote of the holders of two-thirds of the Membership Interests.

8.2. Winding-Up and Distribution.

(a) Upon termination of the Company, the affairs of the Company shall be wound up and all of its debts and liabilities discharged in the order of priority as provided by law. The fair market value of the remaining assets of the Company shall then be determined, with the fair market value of any assets other than cash being determined by an independent appraiser selected by the Managers. Thereupon, the assets of the Company shall be distributed as follows:

(i) to the payment of all liquidating expenses, including accounting and legal fees, and all costs of sale;

(ii) to creditors of the Company in satisfaction of the liabilities of the Company, whether by payment or by establishment of adequate reserves;

(iii) to Members for liabilities of the Company to such Members in their capacity as creditors of the Company; and

(iv) to the Members pro rata in accordance with their respective Percentage Membership Interests.

(b) The winding up of the affairs of the Company and the distribution of its assets shall be conducted by a person selected to act as liquidator by the Managers. Said liquidator is hereby authorized to do all acts authorized by law for these purposes. Without limiting the generality of the foregoing, the liquidator, in carrying out such winding up and distribution, shall have full power and authority to sell all or any of the Company's assets or to distribute the same in kind to the Members. Each Member shall receive his, her or its share, minus any deficit in such Member's Capital Account, of the assets in cash and/or kind, and the portion of such share that is received in kind may vary from Member to Member, or as the liquidator in his, her or its sole discretion may decide. Any assets distributed in kind shall be subject to all agreements relating thereto which shall survive the termination of the Company.

## ARTICLE 9.
## GENERAL PROVISIONS

9.1. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any or all of the Members shall be personally delivered or sent by first class mail, postage prepaid, to the addresses set forth on the signature page hereof. All notices, demands or requests shall be effective

upon personal delivery or, if mailed, upon three (3) days following deposit in the mail as required by this Section 9.1. Any address for the sending of notices may be changed by a Member sending a notice to that effect to the Company.

9.2. Member Representations. Each Member hereby represents and warrants to each other Member and to the Company as follows:

(a) He or she has reviewed this Agreement and has determined that the Membership Interests are a suitable investment. He or she has sufficient financial resources to bear the loss of his or her entire investment in the Membership Interests, has adequate means for providing for his or her current needs and contingencies and has no need for liquidity with respect to his or her investment in the Membership Interests.

(b) To the extent he or she deemed necessary and appropriate in his or her judgment, he or she has consulted with outside counsel and other professional advisors; and he or she is not relying on the advice of the Company, any other Member, or Harris Beach PLLC in connection with his or her investment decision.

(c) He or she has obtained, in his or her judgment, sufficient information from the Company to evaluate the merits and risks of an investment in the Membership Interests, and all documents, records or agreements pertaining to an investment in the Membership Interests have been made available for inspection upon request; and that he or she has been given the opportunity to ask questions of, and receive answers from, the Company concerning this investment, and has been given the opportunity to obtain such additional information necessary in order to evaluate the merits and risks of an investment in the Membership Interests to the extent the Company possesses such information or can acquire it without unreasonable effort or expense.

(d) He or she acknowledges that the offer and sale of the Membership Interests is intended to be exempt from registration under the Securities Act, by virtue of section 4(2) of the Securities Act and the provisions of Rule 506 of Regulation D promulgated thereunder ("Regulation D"), and under the securities laws of applicable states. Accordingly, he or she further represents and warrants that he or she is acquiring the Membership Interests for his or her own account, for investment purposes only and not with a view to or for the resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in the Membership Interests.

9.3. Merger and Amendment.

(a) Merger Clause. This Agreement contains the sole and entire agreement and understanding of the Members with respect to the subject matter hereof. All prior discussions, negotiations, commitments and understandings relating thereto are merged herein.

(b) Amendments, Generally. Amendments to this Agreement and the Articles of Organization shall require the affirmative vote of holders of at least two-thirds of the Membership Interests; provided, however, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to such Member relative to the rights of other Members in respect of Membership Interest of the same class or series shall be effective

only with that Member's consent. Subject to the foregoing, a proposed amendment shall become effective at such time as it has been approved in writing by a vote of at least two-thirds of the Membership Interests.

(c) Amendments by the Managers. Section 9.1 of this Agreement notwithstanding, the Managers may amend this Agreement, without the consent of the Members, to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

(d) Filings. In making any amendments, there shall be prepared and filed by the Managers for recording such documents and certificates as shall be required to be prepared and filed under the Law.

9.4. Waiver. No consent or waiver, express or implied, by any Member to or of any breach or default in the performance of another Member's obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of any other obligation under this Agreement.

9.5. Severability. If any provisions of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the full extent permitted by law.

9.6. Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the Members and their respective heirs, executors, legal representatives, successors and assigns. Whenever, in this Agreement, a reference to any Member is made, the reference shall include the heirs, executors, legal representatives, successors and assigns of the Member.

9.7. Definitions and Articles, Sections and Paragraph References. As used in this Agreement, the singular includes the plural and the masculine, feminine and neuter gender each include the other where the context so indicates. References to Articles, Sections and paragraphs shall be references to the Articles, Sections and paragraphs of this Agreement.

9.8. No Rights Created in Third Persons. This Agreement is intended solely for the benefit of the Members and does not create any rights in persons not who are not Members except for the rights of the Managers.

9.9. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

9.10. Governing Law. This Agreement and the obligations of the Members and the Managers hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York.

9.11. Tax Matters. The Managers and Members of the Company intend that the Company be treated as a partnership for all income tax purposes and will file any and all forms deemed

*[Remainder of this page intentionally left blank. Signature page follows.]*

## SCHEDULE 1

| Member Name | % Membership | CAPITAL CONTRIBUTIONS Chase Costs | At License |
|---|---|---|---|
| Paul J. Wilmot | [redacted] | | |
| Thomas C. Wilmot, Jr. | | | |
| James A. Wilmot | | | |
| Thomas C. Wilmot, Sr. | | | |
| Dennis Wilmot | | | |
| Shawn Griffin | | | |
| Alan Willis | | | |
| Dr. George Abraham | | | |

*To the extent Capital Contributions designated for Chase Costs are not fully expended during the period prior to issuance of a License to Great Lakes Medicinal, LLC, the balance shall be a credit against respective amounts due At License.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement to be effective as of the date first written above.

MEDICINAL GREEN, LLC

By: _____
James A. Wilmot, President

Paul J. Wilmot, Member Manager
1265 Scottsville Road
Rochester, New York 14624

Thomas C. Wilmot, Jr., Member Manager
1265 Scottsville Road
Rochester, New York 14624

James A. Wilmot, Member Manager
1265 Scottsville Road
Rochester, New York 14624

Thomas C. Wilmot, Sr., Member
1265 Scottsville Road
Rochester, New York 14624

Dennis Wilmot, Member
1265 Scottsville Road
Rochester, New York 14624

Shawn Griffin, Member
[redacted]

Alan Willis, Member

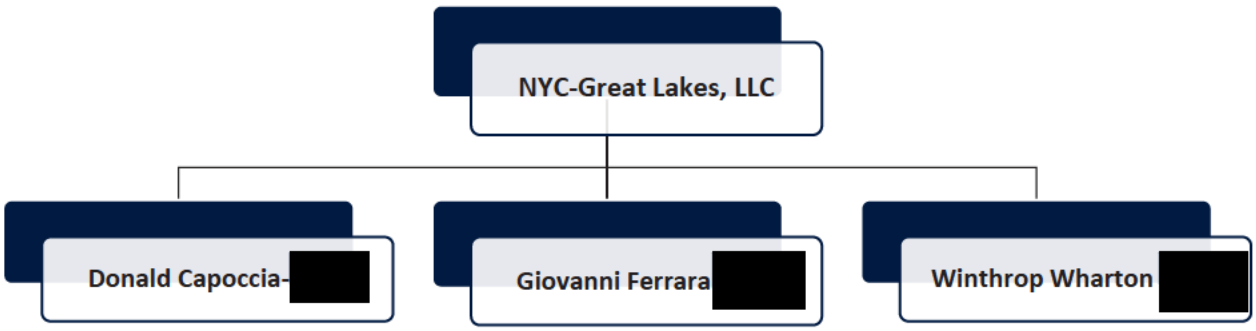
George N. Abraham, MD
Dr. George N. Abraham, MD, Member
[redacted]

GREAT LAKES
MEDICINALS

GREAT LAKES
MEDICINALS

## NYC-Great Lakes, LLC

| NYC-Great Lakes, LLC Ownership Structure | |
|---|---|
| **Name** | **% Ownership** |
| Donald Capoccia | [redacted] |
| Giovanni Ferrara | |
| Winthrop Wharton | |




### NYC-Great Lakes LLC Operating Agreement

Below is a copy of the Operating Agreement for NYC-Great Lakes LLC.

**NYC-GREAT LAKES, LLC**

**LIMITED LIABILITY COMPANY AGREEMENT**

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made and entered into as of the 14th day of May, 2015, by the parties named as members on Exhibit A attached hereto and made a part hereof (the "Members").

**RECITALS:**

A. Reference is made to the Articles of Organization for NYC-GREAT LAKES, LLC, a New York limited liability company (the "Company") filed May 14, 2015 in the office of the Secretary of State for the State of New York.

B. The Company is a multi-member limited liability company to be managed by a single managing member and the Members are the sole members of the Company.

C. In entering into this Agreement, the Members wish to completely make a full statement of their intention with respect to the Company in order that, except to the extent this Agreement expressly incorporates by reference provisions of the Act, the Code or the Treasury Regulations (as each is defined below) or any provision of this Agreement is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different from, the provisions of the Act or any other law or rule.

ARTICLE I

DEFINITIONS

Unless otherwise expressly provided herein, the following terms used in this Agreement shall have the following meanings:

(a) "Act" means New York Limited Liability Company Law, as amended from time to time.

(b) "Affiliate" means, as to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person or any Person that has a 50% or more economic interest in the specified Person or in which the specified Person owns a 50% or more economic interest. For purposes of this Agreement, the term "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

(c) "Agreement" has the meaning set forth in the Preamble of this document.

(d) "Articles of Organization" means the Articles of Organization for the Company, as the same, from time to time, may be amended, restated or otherwise modified and any and all amendments thereto and restatements thereof filed or to be filed on behalf of the Company with the office of the Secretary of State of the State of New York pursuant to the Act.

(e) "Capital Account" means the capital account established for each Member to which the Member's Capital Contributions shall from time to time be credited, which shall be maintained in accordance with the provisions of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(f) "Capital Contribution" means any contribution to the capital of the Company in cash or other property or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services.

(g) "Code" means the Internal Revenue Code of 1986, as amended.

(h) "Company" means NYC-GREAT LAKES, LLC.

(i) "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(j) "Managing Member" means, initially, Donald Capoccia, and thereafter any Person subsequently appointed as Managing Member as provided herein.

(k) "Member" means each of the parties named as members on Exhibit A attached hereto and made a part hereof and also includes any Persons subsequently admitted as a Member of the Company in accordance with this Agreement, but does not include any Person who has ceased to be a Member of the Company. An assignee of a Member's Membership Interest shall not become a Member until the requirements of this Agreement applicable to qualifying or confirming an assignee as a Member have been satisfied.

(l) "Membership Interest" means the limited liability company interest of a Member in the Company. Membership Interest in the Company shall, for all purposes, be personal property. A Member shall have no interest in any specific assets or property of the Company. The Membership Interests of a Member shall mean such Member's right to any and all of the benefits to which such Member may be entitled as provided in this Agreement and the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

(m) "Net Cash Flow" means the gross cash proceeds to the Company from all sources less the portion thereof used to pay or establish reserves for Company operating expenses, debt payments, capital improvements, replacements and contingencies.

(n) "Percentage Interest" means the percentage of the whole of Membership Interests owned by a Member.

(o) "Person" means an individual, or a corporation, limited liability company, partnership (whether general or limited), joint venture, trust (including a business trust or real estate investment trust), unincorporated organization, joint stock company, association, or other Entity, or any government, or any agency or subdivision thereof.

(p) "Profit" and "Loss" mean, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with the Code.

(q) "Treasury Regulations" means the regulations promulgated by the United States Treasury Department under the Code, as modified from time to time.

## ARTICLE II

## FORMATION OF COMPANY

2.1 Formation. The Company was formed effective upon the filing of the Articles of Organization in the office of the Secretary of State for the State of New York in accordance with and pursuant to the Act. Each Member does hereby confirm its intent that the Company shall be governed by the terms of this Agreement as more particularly described in Recital Paragraph C hereto, the terms and provisions of which are herein incorporated. The "organizer", within the meaning of the Act, has executed, delivered and filed the Articles of Organization of the Company with the Secretary of State of the State of New York. Upon the filing of the Articles of Organization of the Company, such Person's powers as an "organizer" ceased, and the Managing Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act.

2.2 Name. The name of the Company is "NYC-GREAT LAKES, LLC". Such name shall be used for no purpose other than those set forth in Article III hereof.

2.3 Principal Place of Business. The principal place of business and office of the Company shall initially be at 150 Myrtle Avenue, Suite 2, Brooklyn, New York 11201. The Company may relocate its principal place of business to any other place or places as the Managing Member may from time to time deem advisable. Additional offices may be maintained and acts done at any other place appropriate for accomplishing the purposes of the Company, all as determined by the Managing Member.

2.4 Registered Office. The Company's initial registered office shall be at 150 Myrtle Avenue, Suite 2, Brooklyn, Kings County, New York 11201. The registered office may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the New York Secretary of State pursuant to the Act.

2.5 Term. The term of the Company began upon the filing of the Articles of Organization with the Secretary of State of the State of New York and shall continue in perpetuity until dissolved, wound up and terminated pursuant to the provisions of this Agreement or as otherwise provided by the Act. The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act.

## ARTICLE III

## BUSINESS PURPOSE; AUTHORIZATION

3.1 Purpose. The purpose of the Company is to engage solely in the following activities: (A) acquire membership interests (the "Investment") in Great Lakes Medicinals LLC, a New York limited liability company ("Investment Co"), which intends to apply for and obtain a Medical Marihuana License (as defined in the Operating Agreement of Investment Co) in New York State pursuant to the Medical Marihuana Law (as defined in the Operating Agreement of Investment Co) such that the Investment Co becomes a registered organization (as such term is defined under the Medical Marihuana Law) whereby Investment Co would develop and operate (i) a grow and production facility and (ii) dispensaries and related amenities within the State of New York; and (B) exercise all powers enumerated in the Act and perform all acts which may, in either event, be necessary, convenient or incident to the foregoing rights provided in this Section 3.1, all as contemplated by and in accordance with the terms and provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company shall not conduct, or cause to be conducted, any business or activity that would diminish the limitation on liability afforded to the Members under the Act and/or this Agreement.

3.2 Authorization. Without limiting the generality of Section 3.1 hereof, each Member hereby agrees that the Company be and hereby is authorized to take any and all acts or actions necessary or appropriate contemplated under, pertaining to, or connected with the Investment, including, without limitation, executing and delivering agreements, documents, certificates and instruments associated with the Investment ("Investment Documents").

Each Member further agrees that the Managing Member as well as the officers or duly appointed authorized signatories of the Company appointed by the Managing Member are hereby duly authorized and empowered to execute, acknowledge and deliver the Investment Documents any other instrument, agreement or document, and to take any and all further action in the name of and on behalf of the Company necessary or desirable in order to consummate the transactions contemplated by the foregoing, all of such instruments, agreements and documents being in such form and containing such terms and conditions as the Managing Member, officers or authorized signatories shall approve, the execution and delivery of each of which shall be conclusive evidence of proper authorization and approval thereof as contemplated hereby.

## ARTICLE IV

## MANAGEMENT AND AUTHORITY

All management of the Company shall be vested in the Managing Member. The affirmative consent (regardless of whether written, oral, or by course of conduct) of the Managing Member shall constitute the consent of all of the Members for purposes of any provision of this Agreement or the Act. Except as expressly set forth herein to the contrary, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by the Managing Member. Except as expressly set forth in this Agreement to the contrary, the Managing Member's powers shall extend to any transaction or business operation participated in by the Company or affecting any Company

property. The Managing Member has the power to bind the Company as provided in this Article. The act of the Managing Member shall bind the Company and no person dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Member acting on behalf of the Company. The Managing Member may, from time to time in its sole discretion, appoint or dismiss such officers of the Company as it shall deem advisable including, but not limited to, a Chairman, Chief Executive Officer, President, Vice President, Treasurer and Secretary.

## ARTICLE V

## DUTIES AND RIGHTS OF MEMBERS AND MANAGING MEMBER

5.1 Member's and Managing Member's Duty to Company. A Member or the Managing Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers such party's own interest. The Members and the Managing Member may lend money to and transact other business with the Company. The rights and obligations of the Members or the Managing Member lending money to or transacting business with the Company are the same as those of a person who is not a Member or the Managing Member, subject to applicable law. No transaction with the Company shall be voidable solely because a Member or the Managing Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

5.2 Affiliate Compensation. The Managing Member may retain such Persons or Entities as it shall determine (including any Person or Entity in which the Managing Member shall have an interest or of which it is an Affiliate) to provide services to or on behalf of the Company for such compensation as the Managing Member deems to be appropriate.

5.3 Limitation of Liability. The Members and the Managing Member shall have no personal liability for the liabilities and obligations of the Company except as required under the Act and other applicable law. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Members nor the Managing Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Managing Member of the Company.

5.4 Liability of the Members to the Company. Except for the Capital Contribution, no Member shall be required to loan or otherwise advance any funds to the Company. It is the intention of the Members that no distribution (or any part of any distribution) made to the Members shall be deemed to be a return or withdrawal of capital and the Members shall not be obligated to pay or refund any such amount to or for the account of the Company, or any creditor of the Company.

5.5 Successor Managing Members. In the event of the death, disability or adjudication of incompetency of Donald Capoccia or if Donald Capoccia shall withdraw as Managing Member or cease to be a Member, then the Estate of Donald Capoccia and/or any conservator, trustee or other Person having legal control over Donald Capoccia's assets or affairs shall appoint the new Managing Member. Notwithstanding the foregoing, the Member(s) holding in

the aggregate 100% of the Percentage Interests in the Company may, in such Member(s) sole discretion, appoint a new Managing Member at any time.

## ARTICLE VI

## CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

6.1 Member's Capital in the Company. Each Member has contributed to the Company as his Capital Contribution the cash or property set forth on Exhibit A attached hereto and made a part hereof. Donald Capoccia, John Ferrara and Winthrop Wharton shall be the initial Members and shall initially have, own and hold, collectively, one hundred percent (100%) of the Percentage Interests in the Company. No interest shall accrue on any Capital Contribution, and the Members shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

6.2 Capital Contributions. Anything in this Agreement to the contrary notwithstanding, the Members shall not have any personal liability for liabilities or obligations of the Company, except to the extent of its Capital Contributions made to the Company as aforesaid, and for amounts required to be contributed to Investment Co pursuant to the Operating Agreement therefor and the Contribution Agreement dated May 28, 2015 by and among Investment Co and all members of Investment Co (which shall be made in accordance with the Members respective Percentage Interests in the Company), the Members shall not be required to make any further or additional contributions to the capital of the Company or to lend or advance funds to the Company for any purpose.

6.3 No Third Party Beneficiary. The obligation, if any, of the Members to contribute to the capital of the Company is solely and exclusively for the benefit of the Company and the Members, and is not intended to confer rights on any third party (pursuant to the Act or otherwise). Without limiting the generality of the foregoing, no creditor of the Company shall be deemed a third party beneficiary of any obligation of the Members to contribute capital or make advances to the Company.

## ARTICLE VII

## PROFIT, LOSS, AND DISTRIBUTIONS

7.1 Distributions of Net Cash Flow. Net Cash Flow of the Company shall be distributed in the sole discretion of the Managing Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Members on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

7.2 Allocation of Profit or Loss. All Profit or Loss shall be allocated to the Member(s) in accordance with the applicable Percentage Interests.

## ARTICLE VIII

## TRANSFERABILITY

Each Member's Membership Interest in the Company shall not be transferable in whole or in part without the consent of the Member(s) holding in the aggregate 100% of the Percentage Interests in the Company, except as approved by the Managing Member. Upon its execution of a counterpart signature page to this Agreement, a permitted assignee shall be admitted as a Member with all the rights of the Member who assigned its Membership Interest. No transfer (whether voluntary or involuntary) shall, to the fullest extent permitted by law, effect a dissolution of the Company. Subject to the terms and conditions of the Investment Documents, each Member shall be permitted to retire, resign or withdraw from the Company at any time; provided that a new Member of the Company is admitted or an existing Member acquires such Membership Interest from the Member that is retiring, resigning or withdrawing either prior to or simultaneously with the occurrence of such event that causes the Member to cease to be a Member of the Company.

## ARTICLE IX

## ADDITIONAL MEMBERS

Subject to the terms and conditions of the Investment Documents, any Person or Entity acceptable to the Member(s) holding in the aggregate 100% of the Percentage Interests in the Company may become a Member in the Company subject to the conditions imposed by the Member(s) holding in the aggregate 100% of the Percentage Interests in the Company and upon such additional Member's execution of a counterpart signature page to this Agreement.

## ARTICLE X

## DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall dissolve and its affairs shall be wound up upon the earliest to occur of:

(a) the sale or other disposition of all or substantially all of the assets of the Company;

(b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Member of the Company in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the Act. Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such Member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event

that terminated the continued membership of the last remaining Member of the Company in the Company; and

(c) the entry of a decree of dissolution pursuant to the Act; provided, however, that, to the fullest extent permitted by law, the Managing Member shall not file or pursue any dissolution or liquidation petition or action in any court except as specifically provided in this Agreement. To the fullest extent permitted by law, if the Managing Member shall file or pursue any dissolution or liquidation petition or action in any court, such petition or action shall, without limitation to the remedies available to another Member, if any, be stayed.

10.2 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, the Managing Member shall proceed to wind up the affairs of the Company, and liquidate and distribute the assets of the Company. Upon completion of all desired sales of the property of the Company, the Managing Member shall distribute the proceeds from such sales, and any property of the Company is to be distributed in the manner and in the order of priority, set forth in the Act, that is, first, to satisfy Company liabilities to creditors, whether by payment or establishment of reserves, and second, to the Members. The Managing Member shall be entitled to receive reasonable compensation for its services. Upon completion of the winding up, liquidation and distribution of the assets and the filing of a certificate of cancellation of the Articles of Organization, the Company shall be deemed terminated.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if a Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

10.3 Termination of Company. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Members in the manner provided for in this Agreement, and (ii) the Articles of Organization shall have been canceled in the manner required by the Act.

## ARTICLE XI

## INDEMNIFICATION

The Company shall, to the fullest extent permitted by law, indemnify and hold harmless the Members and the Managing Member, and each member, officer, director, shareholder, employee, consultant or agent thereof, and each of their Affiliates (hereinafter "indemnitees") from and against any debts, liabilities or obligations of the Company, and any loss, expense, damage or injury suffered or sustained by any indemnitees by reasons of any acts, omissions or alleged acts or omissions (even if such acts or omissions constituted the simple negligence of the indemnitees) arising out of their activities on behalf of the Company or in furtherance of the

interests of the Company, including but not limited to, any judgment, award, settlement, actual attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were for a purpose reasonably believed by such indemnitee to be in or not opposed to the best interests of the Company and were not performed or omitted fraudulently or in bad faith or in violation of a fiduciary duty owed to the Company or as a result of gross negligence by such indemnitee. A judgment, order or settlement shall not create a presumption that any indemnitee acted fraudulently, in bad faith, or in violation of a fiduciary duty owed to the Company absent a specific finding thereon.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

12.1 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Member or such representatives as it may appoint in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal executive office of the Company.

12.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to the Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party to this Agreement may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

12.3 Governing Law. This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of New York, and specifically the Act.

12.4 Amendments. This Agreement may not be amended except in writing signed by all of the Members.

12.5 Captions. The captions or titles and the table of contents, if any, contained in or appended to this Agreement are for convenience of reference only and shall not be deemed a part of the context of this Agreement.

12.6 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected

thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.7 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

12.9 Construction of Certain Terms. The terms "hereof," "herein," "hereunder" and "hereinafter" and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular paragraph or provision, unless expressly so stated.

12.10 Number and Gender. All words or terms used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

12.11 Effectiveness. Pursuant to the Act, this Agreement shall be effective as of the date set forth on the first page of this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MEMBERS:

Donald Capoccia

Giovanni Ferrara

Winthrop Wharton

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MEMBERS:

Donald Capoccia

Giovanni Ferrara

Winthrop Wharton

**EXHIBIT A**

**CAPITAL CONTRIBUTIONS OF MEMBERS**

| Name | Contribution | Membership Interest |
|---|---|---|
| Donald Capoccia | [redacted] | [redacted] |
| Giovanni Ferrara | | |
| Winthrop Wharton | | |

{00363434.DOC.4}

# Organizational Chart(s)

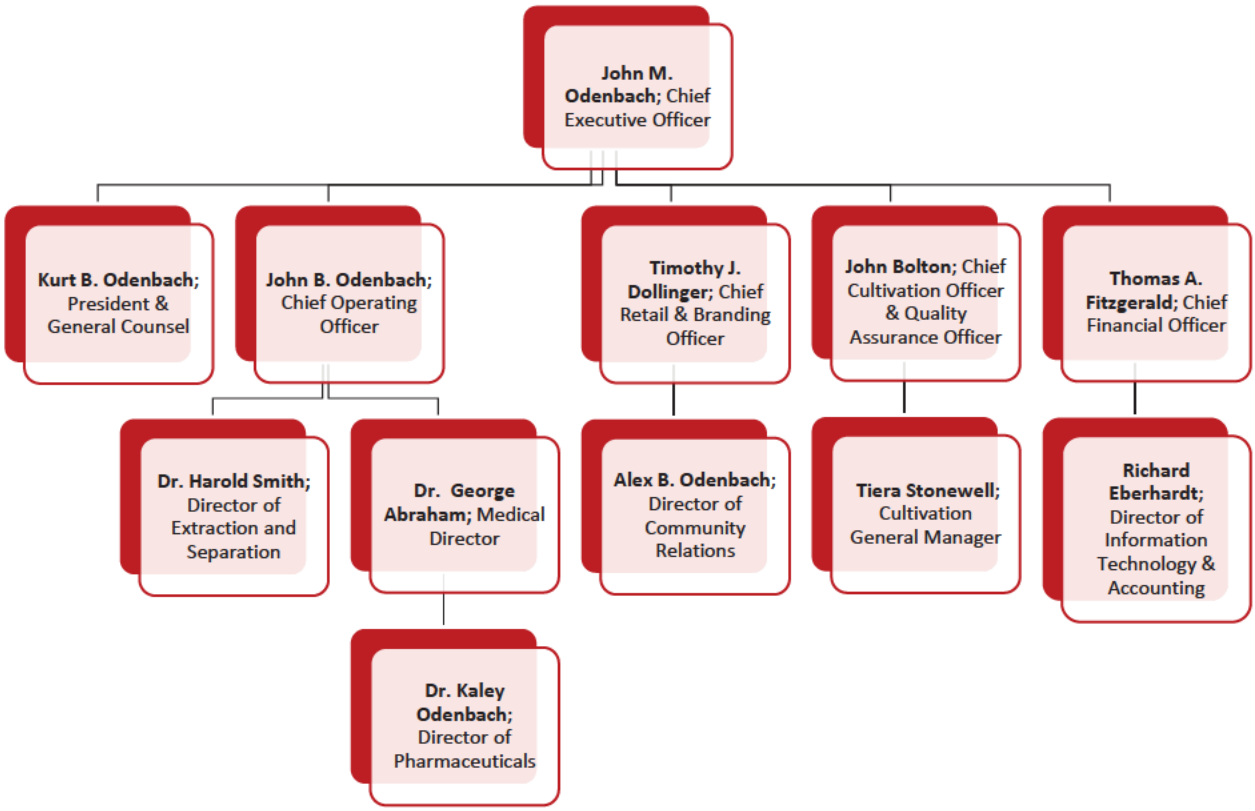
GREAT LAKES
MEDICINALS

## Great Lakes Medicinals Organizational Chart(s)

Below you will find organizational charts for Great Lakes Medicinals. One chart breaks down the executive team and directors of the company. The second chart displays the entire organizational structure of Great Lakes Medicinals.

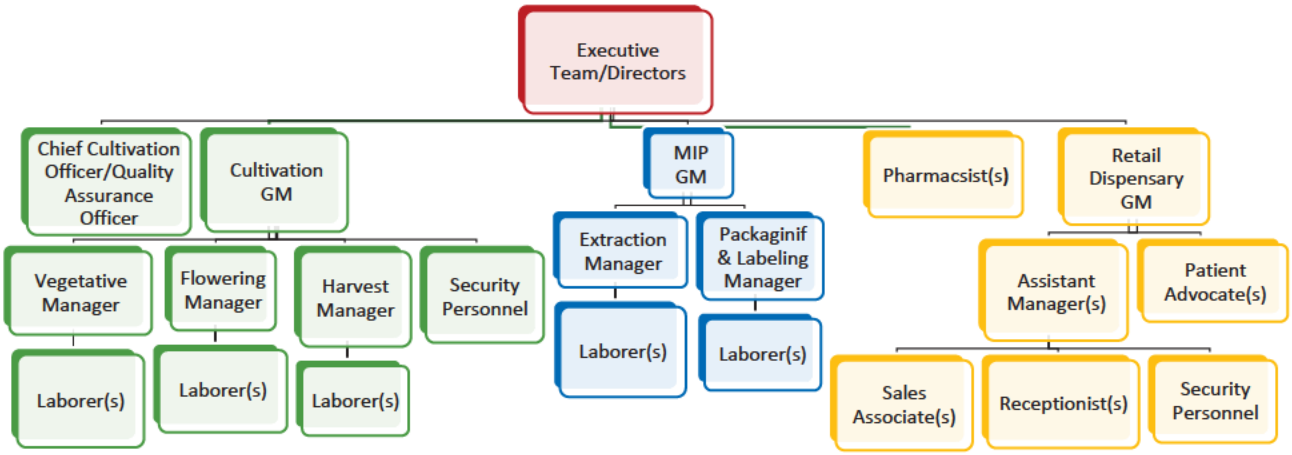
### GLM Executive Team/Directors

Below is a chart displaying the executive team and directors for Great Lakes Medicials.



## Great Lakes Medicinals Organization Hierarchy

Displayed below is Great Lakes Medicinals overall organization hierarchy chart. Further below the organizational chart is broken down into the different operation activities; cultivation, MIP and retail. The chart can also been seen and is explained in more details with job descriptions in Attachment J—Staffing Plan.



## Executive Team Resumes

GREAT LAKES MEDICINALS

## Great Lakes Medicinals Executive Team Resumes

Below you will find the resumes for the members comprising Great Lakes Medicinals executive team.

John M. Odenbach's Resume

**John M Odenbach Jr.**
Great Lakes Medicinals LLC
Chief Executive Officer, Board of Directors
[redacted]
jmodenbach@greatlakesmeds.com

**Role:** Member of Board of Directors and CEO of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

**Education**

Bachelor of Business Administration
September 1967- May 1971
St. Bonaventure University
Olean, New York

**Work Experience**

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

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

**Kurt B. Odenbach, Esq.**
Great Lakes Medicinals LLC
President & [redacted]
kodenbach@greatlakesmeds.com

**Role:** Member of Board of Directors, President, and General Counsel of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

Kurt will act as President and General Counsel of Great Lakes Medicinals LLC. In this role, he will preside over the organization's general day-to-day operations. He will be responsible for reporting and compliance, as well as safety and security oversight. Kurt will evaluate all state or federal law issues that may arise and assess their interrelation and effect on all departments of Great Lakes Medicinals, including engineering, design, marketing, sales, distribution, human resources, production, corporate governance and business policy. Kurt will work to ensure that Great Lakes Medicinals remains compliant with all regulations promulgated by the New York Department of Health. He will work to create an environment where all of Great Lakes Medicinals' employees and directors actively seek ways to outperform regulatory guidance, so that the company can be seen as a steward in the industry.

## Education

Juris Doctor, May 2012
Concentrations: Business and Corporate Law
University of Miami School of Law
Coral Gables, FL 33146

Master of Business Administration, August 2009
Concentrations: Organizational Strategy
Ithaca College School of Business
Ithaca, NY 14850

Bachelor of Science in Business Management, August 2008
Ithaca College
Ithaca, NY 14850

## Work Experience

[redacted]

*U.S. District Court for the Western District of New York*
Rochester, NY
June 2010 – August 2010
Position: **Judicial Clerk for Hon. Charles J. Siragusa**

- Performed legal research on various issues, such as dispositive motions, criminal suppressions, and civil matters.
- Drafted decisions and orders.
- Reviewed party briefs on motions
- Assisted in the preparation for oral argument.

*Rochester City Court, Restorative Justice Program*
Rochester, NY
June 2010 – August 2010
Position: **Mediator for Hon. Frank P. Geraci, Jr.**

- Attended mediation training.
- Reviewed and analyzed cases from Rochester City Court.
- Facilitated discussion between the parties.
- Ultimately directed a legally binding resolution.

*New York State Supreme Court, Appellate Div., Fourth Dept.*
Rochester, NY
2007 - 2008
Position: **Judicial Intern for Hon. Nancy E. Smith**

- Reviewed and analyzed initial and response briefs from appellants and appellees.
- Utilized Westlaw to perform legal research.
- Observed oral argument.
- Gained insight into the legal profession.

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

John B. Odenbach's Resume

**John B. Odenbach**
Great Lakes Medicinals LLC
Chief Operating Officer, Board of Directors
[redacted]
jodenbach@greatlakesmeds.com

**Role:** Member of Board of Directors and COO of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

John will act as Chief Operating Officer of Great Lakes Medicinals LLC. In this role he will oversee all operating aspects of the company, including but not limited to: Cultivation operations, including security, inventory control, safety, manufacturing and extraction, quality assurance, supply chain management, project management, and workflow efficiency. John will also oversee operations regarding all four dispensary sites. The following are direct reports of the Chief Operating Officer: Chief Cultivation Officer, Director of Pharmaceuticals, and Director of Information Technology and Accounting.

**Education**

Master of Business Administration
Concentrations: Competitive and Organizational Strategy, Operations Management – Manufacturing, and Entrepreneurship
August 2007 – March 2011
University of Rochester – William E. Simon Graduate School of Business
Rochester, NY 14627

Bachelor of Science in Mechanical Engineering,
August 2002 - May 2006
Villanova University
Villanova, PA 19085

**Work Experience**

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

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

**Community/Volunteer Service**

Vice President of *Salty Dog Charities*, a 501 (c)3 non-profit organization

- Golf tournament raising money for Mary Cariola Children's Center for developmentally disabled children
- Annual "Committee of Twenty-Five" Annual Holiday Fundraiser
  - Charitable event started in 1928
  - Member of executive committee from 2007-present
  - Chairman from 2011-present

Dr. George Abraham's Resume

**CURRICULUM VITAE**
**George N. Abraham**

**EDUCATION:**

| | | | |
|---|---|---|---|
| 1959 | B.S. | Hobart College, Geneva, New York | Major: Mathematics/Chemistry |
| 1961 | M.S. | University of Buffalo | Major: Engineering/Mathematics |
| 1963 | M.D. | State University of New York at Buffalo | |

**HONORS: (Selected Post-doctoral only)**

| | |
|---|---|
| Arthritis Foundation Post-doctoral research fellowship | (1971-1974) |
| USPHS Allergic Diseases Academic Award (AI-70834) | (1973-1978) |
| Member: Experimental Immunology Study Section – NIH | (1980-1986) |
| Director, Wilmot Cancer Research Fellowship Program | (1982 – 2006) |
| Buswell Faculty Award | (1982 – 1983) |
| Chairman, Experimental Immunology Study Section NIH | (1986 – 1988) |
| University Mentor, University of Rochester | (1987) |
| Chair, Steering Committee, National Advisory Council on Aging, NIA/NIH | (1992 - 1993) |

| | |
|---|---|
| Member, National Advisory Council on Aging, National Institute on Aging, NIH | (1989 – 1993) |
| Advisory Committee to the Director (National Institute of Health (NIA Council Representative) (NIA Board of Trustees) | (1989 – 1993) |
| Executive Secretary NIAID/NIH Task Force on Allergy and Immunology | (1989) |
| Council Representative to NIH Director's Advisory Committee | (1989 – 1993) |
| Executive Secretary NIAID/NIH Task Force on Immunology Aging | (1994) |
| Chair, Board of Scientific Counselors, NIA/NIH | (1994 – 1999) |

**RESEARCH AND PROFESSIONAL EXPERIENCE**

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

| | |
|---|---|
| 1969 – 70 | UPSPH trainee and postdoctoral fellow in Immunochemistry. Department of Microbiology and Immunology, University of Illinois College of Medicine, Laboratory of Dr. Alfred Nisonoff. |
| 1967 – 69 | Assistant Resident in Internal Medicine, University of California Medical Center, San Francisco, CCA |
| 1964 – 66 | Medical Officer, U.S. Navy (USS Jamestown AGRT – 3) and Internal Medicine Clinic, Main Navy Dispensary, Washington, D.C. |
| 1963 – 64 | Internship, University of Vermont Medical Center (The Mary Fletcher Hospital), Burlington, VT |

**EDUCATIONAL CONTRIBUTIONS:**

1. Medical Students: Participated yearly up to 1979 in teaching portions of the following courses:
   a. Biochemistry
   b. Microbiology and Immunology
   c. Immunology
   d. Clinical Clerkship
      (1) General Clerkship, Part I and Part II
      (2) Internal Medicine Clerkship
   e. Summer Fellowship in Research: One or two medical students yearly, since 1970.

2. Graduate Education:
   a. Ph.D. Thesis Committees – 15 students
   b. Primary Thesis Advisor – 9 students (Ph.D. 6, M.S. 3)
   c. Graduate Course Teaching: Graduate seminar reading course on selected topics in molecular immunology and protein synthesis.

3. Postdoctoral Fellows: M.D., Ph.D., or M.D./Ph.D.: 14 trained

**Previous RESEARCH SUPPORT:**

| | |
|---|---|
| **2P60 AG 10463** | 7/01/96 – 6/30/02 |
| NIH/NIA | $550,000 (2000 – 2001) |
| Rochester Area Pepper Center | $4,479,000 (1996 – 2002) |

A Caude D. Pepper Older Americans Independence Center, to conduct basic and clinical research on ways for elderly Americans to lead more independent lives for as long as possible. Provided funding for wellness intervention in older persons.

**Atlantic Philanthropic Services, Inc.** 7/01/95 – 12/31/01

$1,357,000 RO1 funding through the NIH for 43 consecutive years: from National Institute of Allergy/Infectious Diseases, National Institute on Aging, National Institute of General Medical Sciences. 1971-2004

NCI Cancer Center core grant funding: Approximate Total of grants during period from 1971-2002: $60 million

**STUDENTS OR TRAINEES TOTALLY OR PARTICALLY SUPERVISED BY DR. ABRAHAM**

**Past Postdoctoral Fellows or Trustees:**

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

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

**Graduate Students:**

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

**Professional and Administrative Assignments: (selected)**

| | |
|---|---|
| 1973 – 75 | Director, Division of Immunology, University of Rochester |
| 1976 – 77 | Fenn Committee for selection of outstanding Ph.D. research theses, University of Rochester |
| 1975 – 77 | University of Rochester Faculty Senate |
| 1979 | Department of Medicine Committee for Hospital Information Service, Subcommittee on Utilization for Clinical Research, University of Rochester |
| 1979 | Ad hoc review study section of the Research Advisory Committee for NIH, National Institute of Allergy and Infectious Disease |
| 1979 – present | BRSG Committee, University of Rochester Medical Center |
| 1979 – 81 | Search Committee for the Dean's professorship/chair in Immunology, University of Rochester |
| 1980 – 81 | Research Policy Committee, University of Rochester |
| 1982 – present | Director, Wilmot Cancer Research Fellowship Program |
| 1982 – present | Numerous site visits for NIH, NCI, NIAMSD, NIAID, NIA |
| 1985 – 87 | Chairman, Experimental Immunology Study Section, National Institute of Health |

1983 – present Dean's Research Advisory Committee

1985 – 87 Ad hoc member, Biochemistry 2 Study Section, National Institute of Health

1987 Member, Special Review Commission for National Institute of Arthritis and Musculoskeltal Disease Arthritis Centers

1988 Chairman, Nephrology Unit Chief's Search Committee, Department of Medicine, University of Rochester

1988 Member, Search Committee for Dean's Professor of Immunology, University of Rochester Cancer Center

1988 – 89 Special Assistant to the Director, Division of Allergy, Immunology and Transplantation, NIAID (Sabbatical)

1988 – 89 Visiting Professor and Investigator, Metabolism Branch, National Cancer Institute

1990 – 92 Associate Dean for Research, University of Rochester School of Medicine & Dentistry

1991 – 1998 Director, Medical Scientist Training Program

1992 – 2002 Director, University of Rochester Pepper Center

1993 – 2001 Member, Public Affairs Advisory Committee, F.A.S.E.B. and American Association of Immunologists

1993 – 1999 Director, Center on Aging

1994 – 1999 Member and Chair, Special Review Group for Claude D. Pepper Center's National Institute on Aging/NIH

1995 Chairman, Special Review Commission for Nathan Schock Research Centers of National Institute on Aging/NIH

1995 – 1997 Chairman, NIH Committee for FASEB Consensus Conference on Federal Funding for Research

1996 – 2011 Chair or Member, Grant Review Panel, Breast Cancer Research Program, Department of Defense, Congressionally Directed Medical Research Program

1997 – 2011 Chair or Member, Review Panel, Prostate Cancer Research, Department of Defense; Congressionally Directed Medical Research Program

1998-2003 Member, NIH Committee for FASEB Consensus Conference on Federal Funding for Research, Testified before Appropriations Committee, U.S. House of Representative

1999 – 2009 Member, NIH, National Center for Research Rexsources Shared Instrument Review Group, Chairman of panel 2009, 20072000 Chairman, Department of Defense, Immunological Sciences Review Group for Breast Cancer Program

2000 – 2009 Minority Partners Grant review Group of the national Cancer Institute

2001 Chairman, NIH, NCRR Genetic Sciences/Shared Instrument Review Group

2001 Chairman, Department of Defense, Clinical Translational Research for Breast Cancer Program

2003- present) Member, grant review panel National Cancer Institute: Loan repayment program

2013-2014 Member, Provocative Questions Grant Review Panel, Nat. Cancer Institute

**Editorial Assignments: (selected only)**

Frequent Reviewer (at least 3-6 manuscripts/yr.) for the following journals: *Arthritis and Rheumatism*, *Journal of Immunology*, *Science*. Occasional Reviewer (1-3 manuscripts/yr.) for *P.N.A.S.*, *Biochemistry*, *Analytical Biochemistry*, *Journal Lab and Clinical Medicine*, and *Annals of Internal Medicine*.

**Presentations at National Meetings: (selected)**

International Symposium on the Immunoglobulin A System. Birmingham, AL (1974)

Presentation at the national meetings of the American Rheumatism Association and the American Academy of Allergy. (1974-77, 85, 87)

Invited Participant at Allergic Diseases Center Workshop, National Institute of Health (1976)

Presentations at the Federation of American Societies for Experimental Biology (FASEB), AAI: (1973 – 1978, 1980, 1984, 1986, 1987, 1989, 1991, 1993, 1998, 1999 ASMB/ASBC: 1985/1987

Mini Symposium Speaker: Federation of American Societies for Experimental Biology (FASEB), Anaheim, CA (1979)

Invited Speaker: VII International Complement Workship, Key Biscayne, FL (1979). "Procession and the Amino Terminal Structure of Pro-C4, the Precursor of the Fourth Component of Complement."

Invited Speaker: IX International Complement Workshop, Key Biscayne, FL (1981) "Synthesis, Processing and Primary Structure of Guinea Pig C3."

Mini Symposium speaker: Federation of American Societies for Experimental Biology, FASEB, AAI, New Orleans, LA (1982). "Characterizations of a New Human Macrophage Fc-gamma Receptor."

Invited Symposium Chiarman, Pan American Congress for Rheumatology, Washington, DC (1983)

Invited Speaker and Plenary Session Chairman, 2nd International Nephrology Meeting on Immune-complex Mediated Renal Disease, Milan, Italy (1985). "Cryoglobulins as a Consequence of Globulin Anit-globulin Interactions."

Plenary Session Speaker: American Federation of Aging Research, New Orleans, LA (1987) "Molecular Genetics Abnormalities in Idiopathic Cryoglobulinemia and Other Monoclonal Gammopathies of Aging."

Plenary Session Speaker: George Washington International Symposium, Washington, DC (1988). "Molecular Genetic Abnormalities in Human Monoclonal Gammopathies."

Invited Speaker: National Institute on Aging Summer Conference, Airlie, VA (1988). "Recent Advances in Research on the Immunology of Aging."

Invited Speaker: Medical College of Pennsylvania Convocation for New Educational Building (1994). "Gene Therapy Approaches for Treatment of Cancer."

Chairman, Annual Meeting of Claude D. Pepper Older American's Independence Centers, National Institute on Aging/NIH (1995)

Current Invitations: Invited Speaker: virology International: Atlanta, Georgia; Dec 2015

Invited Speaker and Organizing Committee: International conference on current

Concepts in Virology: London, England August 2015

**Publications: (*Indicates student and fellow publications)**

**Abraham, GN**, Petz, LD, and Fudenberg, HH. Cephalothin hypersensitivity associated with anticephalothin antibodies. Int. Arch. All. Appl. Immunol. 34:65, 1968

**Abraham, GN**, Petz, LD, and Fudenberg, HH. Immunohaematologic cross-allergenicity between penicillin and cephalothin in humans. Clin. Exp. Immunol. 3:343, 1968

*Vaughan, JH, Jacox, RA, **Abraham, GN**, and Clarke, RA. Relationship between rheumatoid factor and intracytoplasmic inclusions. Ann. NY acad. Sci. 168:111, 1969

***Abraham, GN**, Leddy, JP, Grossman, J, and Condemi, JJ. Properties of crystalline IgG3-globulin. Biochem. Biophys. Res. Comm. 46:162, 1972

***Abraham, GN**, Clarke, RA and Vaughan, JH, and Condemi, JJ. Characterization of an IgA rheumatoid factor: Binding properties and reactivity with subclass of Human gamma-G globulin. Immunochemistry 9:301, 1972

*Grossman, J, **Abraham, GN**, Leddy, JP and Condemi, JJ. Crystalglobulinumia. Ann. Int. Med. 77:395, 1972

***Abraham, GN**, Scalleta, C, and Vaughan, JH. Modified diphenylamine reaction for increased sensitivity. Analytical Biochem. 49:547, 1972

*Taylor, H, and **Abraham, GN**. Characterization of a monoclonal IgA rheumatoid factor. II. Evidence for reactivity with specific IgG Fc-fragment determinant. Clin. Exp. Immunol. 13:529, 1973

Waterhouse, C, **Abraham, GN**, and Vaughan, JH. The relationship between L chain synthesis and gamma-G globulin production. J. Clin. Invest. 62:1067, 1973

*Brown, DB, and **Abraham, GN**. Plasma dioxin levels in normal volunteers following chronic oral and intramuscular administration. J. Lab. Clin. Med. 82:201, 1973

*Taft, EG, Grossman, J, **Abraham, GN**, Leddy, JP and Lichtman, MA. Pseudoleukocytosis due to cryoprotien crystals. Am. J. Clin. Pathol. 60:669, 1973

*Wagner, T, **Abraham, GN**, and Baum, J. The roles of IgG, IgM rheumatoid factor and their complexes in the induction of polymorphonuclear leukocyte chemotactic factor from complement. J. Clin. Invest. 53:1503, 1974

*Clarke, RA, **Abraham, GN** and Vaughan, JH. Gammaglobulin complexes in rheumatoid arthritis and hypergammaglobulinemic purpura. J. Rhematol. 1:54, 1974

**Abraham, GN**, and Waterhouse, C. Evidence for defective immunoglobulin metabolism in severe renal insufficiency. Am. J. Med. Science. 258227, 1974

*Abraham, GN, Santucci, EA and Jacox, RA. Evidence for common synthetic origin for secretory and serium IgA IN: The Immunoglobulin A System. Plenum Press, 1974

*Trieshmann, HW, **Abraham, GN** and Santucci, EA. Characterization of human anti-IgG antibodies by liquid isolectric focusing. J. Immunol. 114:176, 1975

*Yocum, MW, Grossman, J, Waterhouse, C, **Abraham, GN**, May, AG, and Condemi, JJ. A pair of monozygotic twins discordant for systemic lupus erythematosus. Comparison of their immune response. Arth. Rheum. 18:193, 1975

*Johnston, SL, **Abraham GN**, Welch EH. Structure studies of monoclonal human cryoprecipitable immunoglobulins. Biochem. Biophys. Res. Comm. 66:842, 1975

*Ristow SC, Griner PF, **Abraham GN** and Shoulson I. Reversal of systemic manifestations of cryogloblinemia with melphalan and prednisone. Arch. Int. Med. 136:467, 1976

*Brown, D.D., Dormoise, J.C., **Abraham, GN**. Effect of Furosenide on the renal excretion of digoxin. Clin Pharmacol. Therapeutics 20:395, 1975.

Carson, D.A., Lawrence, S. Catalano, M.A., Vaughan, JH and **Abraham, GN**. Radioimmunoassay of IgG and IgM rheumatoid factors reacting with human IgG. J. Immunol. 9:295, 1977.

**Abraham, GN**. Human triclonal anti-IgG gammopathy. I. Isoelectric focusing characteristics of the IgG, IgA and IgM anti-IgG autoantibodies and their light and heavy chains. Immunol. 35:429, 1978.

***Abraham, GN**, Welch, EH and Trieshman, H.W. Human triclonal anti-IgG gammopathy. II. Determination of the antigenic specificity patterns of the IgG, IgA and IgM rhuemotoid factors for the subclasses of human IgG. Immunol 35:437, 1978.

***Abraham, GN**, Brown, P, Johnson SL, Nellis L, Mark S and Welch EH. Human triclonal anit-IgG gammopathy. III. Determination of the clonal persistence of the IgM autoantibody for a 4 and ½ year period. Immunol 35:447, 1978.

*Podel, DN and **Abraham, GN**. A technique for the removal of pyroglutamic acid from the amino terminus of proteins and peptides with calf-liver pyroglutamate amino peptidase. Biochem. Biophys. Res. Comm. 81:176, 1979.

Contributor to the 1978 edition of the Merck Manual of Medical Therapeutics.

*Johnston SL, Jorizzo J, Liberman D and **Abraham GN**. Studies of human IgM anti-IgG cryglobulins. II. Isoelectric focusing characteristics of the reactive antigen and residual serum IgG pools. Immunol 36:707, 1979.

***Abraham, GN**, Podell, DN, Wistar, R., Johnston, SL and Welch, EH. Immunological and structural properties of the human monoclonal IgG cryoglobulins. Clin Exp Immunol 36:63, 1979.

Horan, P.K., Schenk, EA, **Abraham, GN** and Kloszewski, ED. Fluid phase particle fluorescence analysis: Rheumatoid factor specificity evaluated by laser flow cytophotometry. IN: Laboratory and Research methods in Biology and Medicine. Vol. 3, 185-198. Immunoassays in the clinical laboratory: R.M. Nakamura, WR Dito, and ES Tucker, III (editors). New York: A.R. Liss Inc., 1979.

*Scoville, CD, **Abraham, GN** and Tucker DH. Spectroscopic and kinetic analysis of a monoclonal IgG cryoglobulin. Effect of mild reduction on cryoprecipitation. Biochem. 12:2610, 1979.

Allis, CD, Bowen, J.K., **Abraham, GN**, Glover, CVC and Gorovsky, MA. Proteloytic processing of histone H3 in Chromatin: Aphysiologically regulated event in tetrahymena micronuclei. Cell 20:55, 1980.

*Goldberger, GG, **Abraham, GN**, Williams, JM and Colten, HR. Amino terminal sequence analysis of Pro-C4, the precursor of the fourth component of guinea pig complement. J. Biol. Chem. 255:7071, 1980.

Anderson, CL and **Abraham, GN**. Characteristics of the Fc receptor for IgG on a human macrophage cell line, U937. J. Immunol. 125:2735, 1980.

Goldberger G, Thomas ML, Tack BF, Williams J, Colten HR, **Abraham GN**. NH2-terminal structure and cleavage of guinea pig pro-C3, the precursor of the third complement component. J Biol Chem. 256(24):12617-9, 1981.

**Abraham GN**, Podell DN. Pyroglutamic acid: Non-metabolic formation, function in proteins and peptides, and characteristics of the enzymes effecting its removal. Mol Cell Biochem 38:181-90, 1981.

***Abraham, GN** and Podell, DN. Pyroglutamatic acid: In: Development in Molecular and Cellular Biochemistry. I. The Biological Effects of Glutamic Acid and its Derivatives. V.A. Najjar (editor). Holland: Martinus Nijhoff, 1981.

**Abraham GN**, Podell DN, Welch EH, Johnston SL. Idiotypic relatedness of human monoclonal IgG cryoglobulins. Immunology 48(2):315-21, 1983.

Greenstein JL, Solomon A, **Abraham GN**. Monoclonal antibodies reactive with idiotypic and variable-region specific determinants on human immunoglobulins. Immunology 51(1):17-25, 1984.

Greenstein JL, **Abraham GN**. VK IIIb expression is altered in acquired and drug-induced hypogammaglobulinaemia. Immunology. 53(4):779-82, 1984.

Hall CG, **Abraham GN**. Size, shape, and hydration of a self-associating human IgG myeloma protein: axial asymmetry as a contributing factor in serum hyperviscosity. Arch Biochem Biophys 233(2):330-7, 1984.

Looney RJ, **Abraham GN**. The Fc portion of intact IgG blocks stimulation of human PBMC by anti-T3.

J Immunol 133(1):154-6, 1984.

Hall CG, **Abraham GN**. Reversible self-association of a human myeloma protein. Thermodynamics and relevance to viscosity effects and solubility. Biochemistry 23(22):5123-9, 1984.

Moynihan JA, Looney RJ, **Abraham GN**. The V kappa IIIb light chain sub-subgroup. II. Isotype expression in acquired hypogammaglobulinaemia and as a function of age. Immunology. 57(2):325-7, 1985.

Rosenfeld SI, Looney RJ, Leddy JP, Phipps DC, **Abraham GN**, Anderson CL. Human platelet Fc receptor for immunoglobulin G. Identification as a 40,000-molecular-weight membrane protein shared by monocytes. J Clin Invest 76(6):2317-22, 1985.

Moynihan JA, Looney RJ, **Abraham GN**. The V kappa IIIb light chain sub-subgroup. II. Isotype expression in acquired hypogammaglobulinaemia and as a function of age. Immunology 57(2):325-7, 1986.

Looney RJ, **Abraham GN**, Anderson CL. Human monocytes and U937 cells bear two distinct Fc receptors for IgG. J Immunol 136(5):1641-7, 1986.

Looney RJ, Ryan DH, Takahashi K, Fleit HB, Cohen HJ, **Abraham GN**, Anderson CL. Identification of a second class of IgG Fc receptors on human neutrophils. A 40 kilodalton molecule also found on eosinophils. J Exp Med 163(4):826-36, 1986.

Fay PJ, Kawai Y, Wagner DD, Ginsburg D, Bonthron D, Ohlsson-Wilhelm BM, Chavin SI, **Abraham GN**, Handin RI, Orkin SH, et al. Propolypeptide of von Willebrand factor circulates in blood and is identical to von Willebrand antigen II. Science 232(4753):995-8, 1986.

Perl A, Looney RJ, Ryan DH, **Abraham GN**. The low affinity 40,000 Fc gamma receptor and the transferrin receptor can be alternative or simultaneous target structures on cells sensitive for natural killing.

J Immunol 136(12):4714-20, 1986.

*__Abraham, GN__, Johnston, SL, Hall, CG, Scoville, CD and Podell, DN. Cyroprecipitation as a consequence of globulin-antiglobulin interactions. In: Renal Disease and Immune Complexes. Editors: C. Ponticelli, A. Taranta, and G. D'Amico. Pub: Martinus Nijoff/Dr. W. Junk, 1987.

Podell DN, Packman CH, Maniloff J, **Abraham GN**. Characterization of monoclonal IgG cryoglobulins: fine-structural and morphological analysis. Blood 69(2):677-81, 1987.

Rosenfeld SI, Ryan DH, Looney RJ, Anderson CL, **Abraham GN**, Leddy JP. Human Fc gamma receptors: stable inter-donor variation in quantitative expression on platelets correlates with functional responses. J Immunol 138(9):2869-73, 1987.

Williams JM, Gorevic PD, Looney RJ, **Abraham GN**. Isoelectric focusing characterization of IgM-VKiiib immunoglobulin light chains and their association with anti-IgG autoantibodies in essential mixed cryoglobulinaemia, Sjogren's syndrome and rheumatoid arthritis. Immunology 62(4):529-36, 1987.

Perl A, Wang N, Williams JM, Hunt MJ, Rosenfeld SI, Condemi JJ, Packman CH, **Abraham GN**. Aberrant immunoglobulin and c-myc gene rearrangements in patients with nonmalignant monoclonal cryoglobulinemia. J Immunol 139(10):3512-20, 1987.

*__Abraham, GN__., Perl, A., Gorevic, PD, Williams, JM, Jones, G and Kyle, RA. Molecular genetic analysis of human monoglonal gammopathies. In: Biomedical Advances in Aging. A. Goldstein, editor. Raven Press 355-362, 1989.

*Perl, A, Gorevic, PD, Ryan, DH, Condemi, JJ, Ruszkowski, RJ and **Abraham, GN**. Clonal B-cell expansions in patients with essential mixed cryoglobullinemia. Clin. Exp. Immun. 76:54-60, 1989.

Perl A, Divincenzo JP, Gergely P, Condemi JJ, **Abraham GN**. Detection and mapping of polymorphic KpnI alleles in the human T-cell receptor constant beta-2 locus. Immunology 67(1):135-8, 1989.

Perl A, Rosenblatt JD, Chen, ISY, DiVincenzo JP, Bever R, Pioesz BJ**, Abraham GN**: Detection and cloning of a new HTLV-related endogenous sequence in man. Nucleic Acids Research 17:6841-6854, 1989.

Segre D, Miller RA, **Abraham GN**, Weigle WO, Warner HR. Aging and the immune system. Aging: Immunology and Infectious Disease 1:255-263, 1989.

Perl, A. Rosenblatt, JD, Chen, ISY, DiVincenzo JP, Bever R, Pioesz BJ, **Abraham GN**. Detection and cloining of a new HTLV-related endogenous sequence in man. Nucleic Acid Research 17:6841-6854, 1989.

Perl A, DiVincenzo JP, Ryan DH, Gergely P, Szigeti A, Feher J, **Abraham GN**. Rearrangement of the T-cell receptor alpha, beta and gamma chain genes in chronic lymphocytic leukemia. Experimental Leuk Res 14(2):131-7, 1990.

**Abraham GN** and Khan A. Human endogenous retroviruses and autoimmune disease. Mini review, Clin. Immunology and Immunopathology 56:1-9, 1990.

Perl A, Gorevic PD, Condemi JJ, Papsidero J, Poiesz BJ and **Abraham GN**: Antibodies to retroviral proteins and reverse transcriptase activity in patients with essential cryoglobulinemia. Arthritis & Rheum. 34:1313-1317, 1991.

Freeman SM, McCune C, Abboud CN, Angel C, **Abraham GN**, Robinson W, O'Quinn A, and Marrogi, AJ. Treatment of ovarian cancer using a gene-modified vaccine. Human Gene Therapy 6:927-939, 1992.

Freeman SM, Whartenby, KA, **Abraham, GN**. Gene Therapy: Application to diseases associated with aging. Generations 16(4):45-48, 1992.

Freeman, SM, Whartenby KA, Abboud, CN and **Abraham GN**. Clinical trials in cancer gene therapy. Advances in Drug Delivery 12:169-183, 1993.

Freeman, SM, Koeplin D, Abboud CN, Whartenby, KA, Packman, CH, Moolten, F, Muenchau, DD and **Abraham GN**. The Bystander effect: Tumor regression when a fraction of the tumor mass is genetically modified. Cancer Research 53:5274-84, 1993.

Whartenby KA, Freeman SM, Insel RA and **Abraham GN**: Oncogene elements within an endogenous retrovirus. Acta Virologica 37 (2-3): 1113-1122, 1993.

Freeman SM, McCune C, Robinson W, Abboud CN, **Abraham GN**, Angel C, Marrogi A. The treatment of ovarian cancer with a gene modified cancer vaccine: a phase I study. Hum Gene Ther. 6(7):927-39, 1995.

Whartenby KA, **Abraham GN**, Calabresi PA, Abboud CN, Calabresi P, Marrogi A, Freeman SM. Gene-modified cells for the treatment of cancer. Pharmacol Ther. 66(1):175-90, 1995.

Thornton CA, Welle S, Griggs RC, **Abraham GN**. Human IgG production in vivo: determination of synthetic rate by nonradioactive tracer incorporation. J Immunol 157(2):950-5, 1996.

Potter KN, Li YC, **Abraham GN**, Capra JD. The MoAb-V kappa IIIb cross-reactive idiotope on A27a (Humkv325) encoded kappa chains maps to framework region 3. Scand J Immunol 44(4):305-13, 1996.

Charkrvarti B, Charkrvarti DN, Devecis J. and **Abraham GN**: Effect of age on mitogen-induced protein tyrosine phosphorylation in human T-cell and its subsets: Down Regulation of Tyrosine Phosphorylation of Zap-70. Mechanisms of Ageing and Development 104:41-58, 1998.

Looney RJ, Falsey A, Shepps D, Torres A, Kolassa J, Brower C, McCann R, Menegus M, **Abraham GN** and Hall W. Effect of prior cytomegalovirus infection on T-cells in the elderly. Clin. Immunol. 90:213-219, 1999.

Charkravarti B, and **Abraham GN**: Aging and T-cell mediated immunity. Mechanisms of Ageing and Development 108:183-206, 1999.

Falsey A, Walsh E, Francis C, Looney R, Kolassa J, Hall W, **Abraham GN**. Response of C-Reactive Protein (CRP) and Serum Amyloid A (SAA) to Influenza A Infection in Older Adults. J. Infectious Diseases (in press)

**Abstracts totaling 100+ from 1970-2014, not included.**

**Patents: Not Included.**

Dr. Kaley Odenbach's Resume

**Kaley A. Odenbach**
Great Lakes Medicinals LLC
Director of Pharmaceuticals
[redacted]
kmoonan@greatlakesmeds.com

**Role:** Director of Pharmaceuticals at Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

At Great Lakes, Kaley will be the Director of Pharmaceuticals. She will use her past experience as a pharmacy manager to help establish all four of GLM's dispensaries and oversee the pharmacists. Kaley will ensure that the pharmacists are trained and able to provide excellent patient care and counseling, including routine follow up appointments to discuss efficacy and any adverse drug events. Kaley will be required to maintain constant communication with GLM's research partners, and local medical institutions so that she can provide GLM's patients with complete and accurate information about all of GLM's products.

**Education**
Doctor of Pharmacy
August 2005 – May 2011
Northeastern University – Bouvé College of Health Sciences
Boston, MA 02115

**Work Experience**

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**Timothy J. Dollinger**
Great Lakes Medicinals LLC
Chief Retail and Branding Officer, Board of Directors
[redacted]

[redacted]
tdollinger@greatlakemeds.com

**Role:** Member of Board of Directors and Chief Retail and Branding of Great Lakes Medicinals

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

At Great Lakes Medicinals, Tim will have overseen and will continue to oversee the initial selection and build out of our 4 dispensary locations as well as branding, marketing, public relations and customer service of our business and products. He will be responsible for the design, construction, staffing, training and operations of our 4 dispensary locations. This will include all aspects of dispensary operations, customer inquiries and media relations. Tim will work closely with our Chief Operations Officer to help identify and facilitate business growth opportunities with our patients, business partners, suppliers, sub-contractors, consultants and technology partners.

**EDUCATION**

Bachelor of Science in Business Administration
International Business Concentration
The Catholic University of America
September 2002 – May 2006
Washington, D.C. 20064
Kent State University Geneva Semester
Geneva, Switzerland – Jan 2005 – June 2005

**WORK EXPERIENCE**

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Alex B. Odenbach
Great Lakes Medicinals LLC
Director of Community Relations, Board of Directors
[redacted]
aodenbach@greatlakesmeds.com

**Role:** Member of Board of Directors and Director of Community Relations of Great Lakes Medicinals LLC
Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

At Great Lakes Medicinals LLC, Alex will serve as the Director of Community Relations. In this role, he will be responsible for GLM's relationship with all communities in which it operates. He will also be the director of the Great Lakes Foundation, a charitable branch of Great Lakes Medicinals LLC. He will ensure that GLM gives back to those in need as best it can. Alex will keep in constant communication with community leaders and advocates in order to ensure that GLM is doing everything it can to help all of its patients, as well as those in the community it operates. Alex will oversee all charitable operations that GLM takes part in or operates.

**Education**
Bachelor of Arts
Economics Concentration
August 2005 – May 2009
Bucknell University
Lewisburg, PA 17837

**Work Experience**

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John Bolton's Resume

**John D. Bolton**
Great Lakes Medicinals LLC
Chief Cultivation Officer
[redacted]

**Role:** Chief Cultivation Officer of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

John will act as Chief Cultivation Officer of Great Lakes Medicinals LLC. Responsibilities will include: Complete supply chain management of the growing/cultivation operations; Procurement of raw and processing materials; Management/leadership of growing/cultivation team, including daily oversight of union contract, motivation, health, and safety operations to achieve cultivation objectives; Scheduling and planning inventory control to match customer requirements with cultivation output; Interface with R&D for product development; Quality Control: Oversee process control to ensure product conforms with specifications; Maintenance Management: Schedule and plan facility maintenance to maintain a controlled growing environment; Product identification, documentation and traceability.

**Education**

Bachelor of Science, Industrial Management and Marketing
Clarkson University
Potsdam, New York

Master of Manufacturing Leadership
Rochester Institute of Technology
Rochester, New York

**Performance Highlights**

- With the support of a 2,000 person union bargaining workforce, led a 40% improvement in operating performance for a large manufacturing operation.
- Helped establish in 2014 the UR Hospital Farmers Market.
- Strong safety performance with no lost work days, due to an injury, for three straight years for a 1,200 person site. Workmen's compensation costs were reduced significantly over this same period.
- Drove five straight years of favorable financial results for large manufacturing organization.
- Best in class quality and reliability achievements for manufacturer.
- Graduated in 2008 with a Master of Science, Manufacturing Leadership Program, at the Rochester Institute of Technology, School of Engineering.
- APICS 'Certified Supply Chain Professional' accreditation, June 2008
- Harmonized GAP Certification

**Work Experience**

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**Tiera L. Stonewall**
Great Lakes Medicinals LLC
Director of Cultivation and Quality Assurance
[redacted]
tstonewall@greatlakesmeds.com

**Role:** Director of Cultivation and Quality Assurance of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

At Great Lakes Medicinals, Tiera will directly oversee the entire cultivation process from clone to harvest. Tiera's responsibilities will include utilizing her GAP certification to ensure cultivation best practices and standard operating procedures are followed throughout the life cycle of the plant. Tiera will be responsible for all cultivation quality control ensuring plant health, maximum yield and genetic consistency. Tiera will oversee a team responsible for daily cultivation room controls ensuring watering, room temperatures, humidity levels and lighting are all optimizing the yield of the plant. Tiera's team will be responsible for all trimming, harvesting and drying of the cannabis

**Education**
Bachelors of Business Administration and Psychology
Management Concentration
August 2000-May 2004
State University of Brockport
350 New Campus Dr.
Brockport, NY 14420

**Certifications**
GAP Certification
Cornel University- numerous courses on farming techniques

Managing Labor Effectively

**Work Experience**

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**Thomas A. Fitzgerald**
Great Lakes Medicinals LLC
Chief Financial Officer
[redacted]

[redacted]
tfitzgerald@greatlakesmeds.com

**Role:** Chief Financial Officer of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

Tom will act as Chief Financial Officer of Great Lakes Medicinals LLC. In this role, he will manage the financial risks of the corporation. He will be responsible for the analysis of data and the management of billing and budgeting. Tom will assist on all strategic and tactical matters as they relate to budget management, cost-benefit analysis, forecasting needs and the securing of new funding.

**Education**
Bachelor of Arts - Business Administration
Concentrations: Marketing
August 2004 – May 2008
Seton Hall University – Stillman School of Business
South Orange, NJ

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

[redacted]

Richard Eberhardt's Resume

**Richard J. Eberhardt**
Great Lakes Medicinals LLC
Director of Information Technology
[redacted]
reberhardt@greatlakesmeds.com

**Role:** Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

**Education**

Bachelor of Business Administration
September 1967- May 1971
Villanova University
Villanova, PA

Masters of Business Administration
Accounting Concentration
1975 - 1976
Rochester Institute of Technology
Rochester, NY

**Work Experience**

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

**Community Activities**
Volunteer tutor for Nativity School

GREAT LAKES
MEDICINALS

# ATTACHMENT F

Labor Peace Agreement

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# ATTACHMENT F—LABOR PEACE AGREEMENT

## Labor Peace Agreement

As required by subdivision one of §3365 of the public health law, Great Lakes Medicinals 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. The counterparty to the agreement is the Local 338, RWDSU/UFCW labor organization ("Local 338"). Under the terms of this agreement, which is inserted below and is also included as an additional document attachment to this application, Great Lakes Medicinals will take a neutral approach to employee unionization, refraining from either helping or hindering unionization on a direct or indirect basis. Additionally, Great Lakes Medicinals will allow Local 338 access to its facilities for employee-organization purposes, and upon being furnished with evidence that a majority of employees have designated Local 338 as their collective bargaining representative, will recognize Local 338 as the Union representing its employees and negotiate accordingly.

## Local 338

Local 338 of the Retail, Wholesale, Department Store Union ("RWDSU"), United Food and Commercial Workers ("UFCW") is a member first organization. Every decision made and every action taken is driven by the union mission, vision, and core values, which reflect the union's commitment to its members. The union is an amalgamated union that has been representing members in a wide span of industries, including supermarkets, grocery stores, specialty food stores, retail drug stores, pharmacies, wholesale dairies, driving, maintenance and healthcare.

### Local 338 Mission

At Local 338, our mission is to better the lives of our members and all working people. We believe that we are all stewards of our union, protecting and growing the union for those who come after we're gone. As labor unionists, we serve others, and by serving others and by giving back to our communities, our sense of purpose is renewed and rewarded.

### Local 338 Vision

As recognized leaders within the labor movement, Local 338 will:

- Organize the unorganized among diverse industries
- Demand security, dignity, and respect for our members
- Impact public policy that effects social and economic change to benefit working people
- Mobilize and empower our membership

### Local 338 Core Values

- Integrity in everything we do
- Improving the lives of working people by fighting for their security, dignity and respect
- Delivering superior service to our members
- Empowering staff, members, and community
- Growing the Union's numbers and strength
- Unity of purpose with team work
- Courage in all our endeavors

## Labor Peace Agreement Cover Letter

**Local 338** | **RWDSU/UFCW**

**JOHN R. DURSO** President | **JOSEPH FONTANO** Secretary-Treasurer | **JACK CAFFEY JR.** Executive Vice President | **DEBRA BOLLBACH** Recorder

LOCAL 338 RWDSU/UFCW — CELEBRATING 90 YEARS — EST 1925

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

May 26, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Great Lakes Medicinal, LLC

Dear Commissioner Zucker,

Local 338, RWDSU/UFCW ("Local 338") is a labor organization, as defined in 29 U.S.C. § 402(i) and 29 U.S.C. § 152(5), representing close to 20,000 employees in New York State and its environs.

The enclosed document entitled, Neutrality Agreement, is intended in part to satisfy and comply with the requirement, under the New York Public Health Law, that an applicant (Great Lakes Medicinal, LLC) seeking a license to conduct business relating to the use of medical marijuana in New York State submit proof that it has entered into a labor peace agreement with a bona-fide labor organization that is actively engaged in representing or attempting to represent the applicant's employees. See Public Health Law §§ 3360(14), 3365(1)(III), 3365(3)(VII), 3365(6)(IV), and 3365(7).

The Neutrality Agreement contains explicit language which protects the State's proprietary interests by prohibiting Local 338 from engaging in picketing, work stoppages, boycotts, and any other economic interference with the business of an entity licensed to engage in the business relating to the use of medical marijuana in New York State.

Should any changes in the Neutrality Agreement be necessary for an applicant to comply with the Public Health Law, please feel free to communicate with us directly.

Thank you for your consideration.

Sincerely,

Joseph Fontano
Secretary-Treasurer

**STRONGER | TOGETHER**

***Our Mission: To Better The Lives Of Our Members And All Working People.***

**1505 Kellum Place • Mineola, NY 11501 • (516) 294-1338 • www.local338.org**

## Executed Labor Peace Agreement

**LABOR PEACE / NEUTRALITY AGREEMENT**
**BY AND BETWEEN**
**GREAT LAKES MEDICINALS, LLC**
**AND**
**LOCAL 338, RWDSU/UFCW**

By this Agreement dated May 29, 2015, Great Lakes Medicinals, LLC (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensaries, consultants, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only those employees who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of employees in the shop designated in the notice, including job classifications, departments, and to the extent known to the Employer, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition, except that the parties agree that the Employer is not precluded by this agreement from filing a petition to challenge the inclusion of employees who are otherwise statutorily excluded by the NLRA from any proposed unit.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union except as otherwise set forth in Section 6 below. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union

activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative- who violates it. The Employer agrees to take prompt action to mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to mutually select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with Labor Arbitration Rules promulgated by the American Arbitration Association.

9. The parties agree to resolve any dispute over the interpretation of this Agreement through expedited arbitration in accordance with the Expedited Labor Arbitration Procedures contained in the Labor Arbitration Rules promulgated by the American Arbitration Association. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this Agreement. The arbitrator may award a penalty of up to $10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor for the purpose of acquiring, possessing, manufacturing, selling, delivering, transporting, distributing, growing, handling or dispensing marijuana for certified medical use require that: (a) the contractor and/or subcontractor enter into a neutrality/labor peace agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace Agreement: In the event that the Union attempts to organize the Employer's employees or actually represents the Employer's employees at any particular location, then the Union hereby promises that it will not at any time covered by this agreement engage in any picketing, work stoppages, boycotts or any other economic interference with the Employer's business at that location, provided the employer has not violated any of the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 26th day of May 2015, by their duly authorized representatives.

| LOCAL 338 RWSDU/UFCW | Great Lakes Medicinals, LLC |
|---|---|
| By: | By: |
| Date: 5/29/15 | Date: 5/29/2015 |
| Name: Joseph Fontano | Name: Kurt B. Oberbach |
| Title: Secretary - Treasurer | Title: President + General Counsel |
| Witness: | Witness: |

John M. Jennings
Attorney
Harter Secrest Emery LLP

GREAT LAKES

MEDICINALS

# ATTACHMENT G

Financial Statement Connected w/ Application

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# ATTACHMENT G—FINANCIAL STATEMENT

Below is 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.

Our entity has been in existence since through July 2014 and as such that is the beginning month our financial statements. Our financial detail goes through December 31, 2015 at this point we anticipate to know whether or not we have won a license by then and because many of our agreements include stipulations around the contingency of GLM receiving a license by this date or the contract automatically terminates For the purposes of this financial report, there are expenses which have been incurred and not paid which have been included, and there are also future commitments related to agreements executed which have not been paid but we will be required to pay in the future based on passage of time or obtainment of a license. We have attached a monthly detail of the amounts along with supporting documentation available supporting these business transactions.

## Financial Statement Associated With Application

GLM Summary of Detail Financial Statement *(July 2014 to December 2015).*

| Service Provider / Vendor | Service / Expense Type | Non-contingent to 12/31/15 | Contingent to 12/31/15 | Grand Total | Jul-14 | Aug-14 | Sep-14 | Oct-14 |
|---|---|---|---|---|---|---|---|---|
| American Cannabis Consulting[1] | Application, business planning and operational consulting | $ 160,000 | $ 75,000 | $235,000 | $ - | $ - | $17,500 | $ - |
| Harter Secrest & Emery LLP[2] | Legislative representation monthly retainer agreement fee | 149,934 | - | 149,934 | 8,000 | 9,182 | 8,079 | 9,966 |
| Bergmann Associates[3] | Architecture | 48,000 | 50,600 | 98,600 | - | - | - | - |
| Niagara Frontier Business Solutions[4] | Legislative representation monthly retainer agreement fee | 72,000 | - | 72,000 | - | - | - | - |
| Kaman, Berlove, Marafioti, Jacobstein, Goldman LLP[5] | Corporate and securities attorney | 38,000 | - | 38,000 | - | 3,000 | - | - |
| Medical Cannabis Industry Alliance of New York[6] | State of New York Industry Annual association fees ($10K annually) | 20,000 | - | 20,000 | - | - | - | - |
| Dr. Harold C. Smith [7] | Director, scientific advisory board | [redacted] | | | - | - | - | - |
| Security 101[8] | Security consultant and plan | 8,000 | - | 8,000 | - | - | - | - |
| Printing Costs[9] | Printing of Application | 7,500 | - | 7,500 | - | - | - | - |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| National Cannabis Industry Association & MJ Business Daily[10] | Industry association fees and conference attendances | 7,147 | - | 7,147 | 250 | 2,148 | 250 | 999 |
| Mengel Metzger Barr & Co. LLP[11] | Tax, audit and accounting services | 6,763 | - | 6,763 | - | - | - | - |
| Mirus Group[12] | Marketing/branding | 1,000 | - | 1,000 | 1,000 | - | - | - |
| Tiera Stonewell[13] | Independent Contract Agreement - Director of Cultivation & Quality Control | [redacted] | - | [redacted] | - | - | - | - |
| Wilmorite Construction, LLC[14] | Construction management services | - | - | - | - | - | - | - |
| Total | | $ 526,844 | [redacted] | $ 659,944 | $ 9,250 | $ 14,330 | $ 25,829 | $ 10,965 |

| Nov-14 | Dec-14 | Jan-15 | Feb-15 | Mar-15 | Apr-15 | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | License Award |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| $ - | $ - | $ - | $ - | $ - | $ - | $ 80,000 | $ - | $ 62,500 | $ - | $ - | $ - | $ - | $ - | $ 75,000 |
| 9,976 | 8,113 | 8,003 | 8,215 | 8,344 | 8,056 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | - |
| - | - | - | - | - | - | - | 48,000 | - | - | - | - | - | - | 50,600 |
| - | - | - | - | - | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | 8,000 | - |
| - | - | - | - | - | 1,000 | - | 34,000 | - | - | - | - | - | - | - |
| - | 10,000 | - | - | - | - | - | - | - | - | - | - | - | 10,000 | - |
| - | - | - | - | - | - | 3,500 | 4,000 | - | - | - | - | - | - | 7,500 |
| - | - | - | - | - | - | - | 8,000 | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | 7,500 | - | - | - | - | - | - | - |
| 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | - |
| - | - | - | - | - | - | 763 | 6,000 | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | 1,000 | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| $ 10,226 | $ 18,363 | $ 8,253 | $ 8,465 | $ 8,594 | $ 17,306 | $ 100,513 | $ 124,750 | $ 78,750 | $ 16,250 | $ 16,250 | $ 16,250 | $ 16,250 | $ 26,250 | $ 133,100 |

## Supporting Documentation for Financial Statement

Below are all the supporting documents, agreements and contracts associated with Great Lakes Medicinals LLC compilation of this Application.

American Cannabis Consulting

(1)

# INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

This Independent Contractor Consulting Agreement ("Agreement") is entered into as of the ~~15th~~twelfth day of September 2014, between Great Lakes Medicinals, Inc, a New York corporation (hereinafter, the "Client") and Hollister & Blacksmith, Inc., d/b/a American Cannabis Company , Inc., a Colorado corporation (the "Consultant"). KBO TTW

1. Consultant's , Owners, Principals, Agents, and Employees. Consultant's , owners, principals, employees and agents shall also be bound by the provisions of this Agreement.

2. Independent Contractor. Subject to the terms and conditions of this Agreement, the Client hereby engages the Consultant as an independent contractor to perform the services set forth in Schedule A (the "Services"), and the Consultant hereby accepts such engagement. In consideration for the Services, the Client hereby agrees to pay Consultant in the amounts and on the dates set forth in Schedule A, and Consultant hereby accepts such terms of compensation.

3. Independent Contractor Status. The Consultant will be an independent contractor of the Client. This Agreement shall not render the Consultant an employee, partner, agent of, or joint venturer with the Client for any purpose. The Client will not provide any fringe benefits, including, by way of example but not by way of limitation, health insurance benefits, paid vacation, or any other employee benefit such as worker's compensation, social security payments, disability benefits or income tax payments, for the benefit of the Consultant. It is further understood and agreed by the parties hereto that as an independent contractor, the Consultant will be responsible for complying with all applicable laws regarding the Consultant's engagement and/or employment of personnel, including, but not limited to, the Fair Labor Standards Act, the Federal Insurance Contributions Act, the Federal Unemployment Tax Act and state and local tax and unemployment obligations, and all obligations imposed under the Internal Revenue Code..

4. Formation of the Consultant. The Consultant is a corporation, duly organized and in good standing under the laws of the State of Colorado.

5. Duties, Term, and Compensation. The Consultant's duties, terms of engagement, obligations, and terms of compensation shall be as set forth in Schedule A, which may be amended in writing from time to time pursuant to mutual agreement of the parties. Under no circumstances shall the Consultant engage in any lobbying activities on the Client's behalf or in any way connected with the Services provided hereunder, nor shall the Consultant have any communications with any governmental entity or official connected in any way to the Services provided hereunder (collectively, "Lobbying") without the Client's express prior written consent The restriction on Lobbying shall not apply to any required contact with any government body or its personnel or agents by Consultant relating to specifically referenced Services including, without limitation, obtaining required licenses and permits.

(1)

6.A Non-Compete and Exclusivity. Without limiting any of the other restrictions under this Agreement (including Paragraphs 7 and 8), and subject to the Market Exclusivity payment described in Schedule A, during the term of this Agreement, the Consultant shall not directly own,, invest in, consult to, advise, participate in, engage with, affiliate with, lend to, manage, operate, or control, and will cause each of its affiliates not to directly participate in the ownership, management, operation, financing or control of, or be employed by or otherwise render services to, any person, firm, corporation or other entity that is in any manner considering and/or seeking to: i) become a manufacturer, distributor, cultivator, promoter, supplier, dispenser or investor of medical cannabis in the State of New York or in any way operate or engage in operation in the medical cannabis industry in the state of New York; or ii) considering and/or seeking the right to register with the New York Commissioner of Health to manufacturer, distribute, cultivate, promote, supply, dispense or invest in medical cannabis in the State of New York (the "Business"). This non-compete specifically does not apply to the sale of cultivation and/or retail products and/or equipment directly or indirectly to participants in the medical cannabis industry in the State of New York. Insurance. The Consultant shall, at its sole cost and expense, procure and maintain during the entire period of its performance hereunder, the following coverage and limits of insurance with companies acceptable to the Client.

KBO TTW

P6B

TTW KBO

a. Worker's Compensation (including occupational disease) and Employer's Liability insurance in accordance with any applicable worker's compensation laws on all owners, employees, servants and/or agents employed by the Consultant.

b. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than $1,000,000.00 per occurrence and $1,000,000.00 general aggregate. Policies shall include Completed Operations and/or Product Liability coverage and Contractual Liability coverage for any liability assumed under the terms of this Agreement and shall name the Client as Additional Insured.

c. Automobile Liability insurance on all automobiles and vehicles, whether owned or hired that will be used in connection to Consultant's work with the Client, with personal injury and property damage limits at a combined single limit of not less than $1,000,000.00 per accident.

d. Coverage enumerated in this insurance provision represent only the minimum insurance required by the Client, and Consultant should rely on its expertise to obtain additional insurance coverage needed for the Client and Consultant in its performance hereunder. The Consultant's liability insurance must establish the Client as "additional insured."

(1)

7. Inventions and Intellectual Property.

a. Definitions. "Intellectual Property" means all present and future United States and foreign patents (including, without limitation, design patents, industrial designs and utility models) and patent applications (including, without limitation, docketed patent disclosures awaiting filing, reissues, divisions, continuations and extensions), and inventions, processes, designs, formulae, trade secrets, know-how, confidential information, trademarks, copyrights, service marks, domain names, computer software, data and documentation, and all similar intellectual property rights including, without limitation, technology underlying patents and patent applications, tangible embodiments of any of the foregoing and licenses of the foregoing.

b. Ownership. All Intellectual Property owned, developed or acquired by Consultant prior to the date of this Agreement, or Intellectual Property acquired by Consultant during this Agreement ("Existing Consultant IP") shall be owned by the Consultant. All Intellectual Property owned, developed or acquired by Client prior to the date of this Agreement, or Intellectual Property acquired by Client during this Agreement ("Existing Client IP") shall be owned by Client. Intellectual Property created, conceived or developed ("Newly Developed IP') by Consultant during the performance of the Services shall be specifically identified by agreement of the parties hereto, and shall then become the property of Client. The parties shall cooperate to determine the ownership of Intellectual Property created, conceived or developed during the term of this Agreement. In the event of a dispute regarding ownership of specific Intellectual Property, the parties shall first make good faith effort to resolve the dispute, and if such efforts are unsuccessful, the matter shall be submitted to arbitration pursuant to Section ~~14~~ 16 of this Agreement.

KBO
TTW

c. Protection of Newly Developed IP. Consultant will be available and cooperate, and will ensure that its employees, assistants, and agents will assist and cooperate, with Client to secure the intellectual property rights in the Newly Developed IP, and to aid Client with any patent, trademark or copyright applications undertaken by Client, provided there are no disputes regarding the identification and ownership of the Newly Developed IP.

d. Notice of Infringements. Client shall promptly notify Consultant of any and all infringements of Existing Consultant and Newly Developed IP that may come to Client's attention and shall provide such assistance to Consultant to enforce Consultant's rights as Consultant shall reasonably require.

e. Limited Use of Existing Client IP. Other than in connection with the performance of Services hereunder, no license to the Existing Client IP is granted to Consultant. Client grants Consultant a non-exclusive, royalty-free, worldwide, sublicensable license to the Existing Client IP during the term of this Agreement as needed for Consultant to perform the Services. Further, Consultant agrees that it will not use the Existing Client IP for any purpose other than the performance

(1)

of Services, and that Client shall be entitled to immediate injunctive relief in addition to other remedies and damages resulting from such unauthorized use of Existing Client IP.

8. Confidentiality.

a. Protection of Confidential Information. Each party acknowledges that during the terms of this agreement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications or other confidential or proprietary information of or licensed by the other and/or used by the other in connection with the operation of their respective businesses or contemplated businesses, including, without limitation, product processes, methods, customer lists, accounts and procedures, in each case written or oral (collectively, along with any analysis or reports embodying or derived from the foregoing, the "Confidential Information"). Confidential Information developed during this agreement is subject to the provisions of section 8. Each party agrees that it will not disclose any of the other's Confidential Information, directly or indirectly, or use any Confidential Information in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement. The Confidential Information shall remain the exclusive property of the discloser. The receiving party shall not retain any copies of the Confidential Information without the discloser's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the discloser, the receiving party shall immediately return to the disclosing party all such files, records, documents, specifications, information, and other items in its possession or under its control, and shall destroy any electronic records embodying or derived from the Confidential Information. Each party shall maintain the Confidential Information in a reasonably secure location and employ precautions to restrict access to and to protect the confidentiality of the Confidential Information, to the extent necessary to prevent unauthorized disclosure to any third party.

KBO TTW

b. Notice of Compulsory Disclosure; Cooperation Limiting Disclosure. Except as provided in Paragraph 26, if either party or any of its employees, agents, officers or directors is requested or becomes compelled by law or legal process to disclose or is required by a regulatory body to disclose any of the Confidential Information, such party shall notify the other party promptly and shall reasonably assist the other party to obtain a protective order or other appropriate remedy. Each party shall furnish only that portion of the Confidential Information that is legally required to furnish, exercise reasonable efforts to obtain reliable assurance that the Confidential Information shall be held in confidence, and allow the other party a reasonable opportunity of prior review of such disclosure to the extent possible under the circumstances.

KBO TTW

c. Injunctive Relief. Given the nature of the Confidential Information and the competitive damage that would result to each party upon unauthorized disclosure,

(1)

use or transfer of Confidential Information to any third party, the parties hereto agree that monetary damages would not be a sufficient remedy for any breach of this Agreement. In addition to all other remedies, each party agrees that the other party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Agreement. Each party agrees to waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such remedy hereunder. Notwithstanding the foregoing, it is not the agreement or intent of the parties for this Agreement to be construed as a limitation or waiver of each party's right to pursue remedies in accordance with Paragraph ~~X~~ 16 of this Agreement. KBO TTW

9. Representations by the Consultant. The Consultant represents the following:

a. Consultant has the full right and authority to enter into this Agreement and to perform all of Consultant's obligations under this Agreement.

a(i) Perform all services in accordance with all applicable state laws.

b. Consultant covenants and warrants that this Agreement does not conflict with or violate the terms of any agreement between the Consultant and any third party. KBO TTW

c. There are no actions, suits, material claims, legal proceedings or other proceedings to which the Consultant is a party, pending or threatened, that involve or affect its business or ability to perform the Services required under this Agreement, at law or in equity, before any court or governmental agency, domestic or foreign.

d. The Consultant has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by the Consultant's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Consultant's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Consultant's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally. Further, Consultant is not contemplating any of the foregoing.

e. Neither the Consultant nor any of its directors, officers or employees has ever been convicted of (i) a violent crime, as defined in New York or a substantially similar offense that was classified as a felony in the jurisdiction where the person was convicted, or (ii) a violation of a state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted.

10. Representations by the Client. The Client represents the following:

a. Client has the full right and authority to enter into this Agreement and to perform all of Client's obligations under this Agreement.

b. The Client is free to enter into this Agreement; this Agreement does not conflict with or violate the terms of any agreement between the Client and any third party.

c. There are no actions, suits, material claims, legal proceedings or other proceedings to which the Client is a party, pending or threatened, that involve or affect its business or ability to perform the Services required under this Agreement, at law or in equity, before any court or governmental agency, domestic or foreign.

d. The Client has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by the Client's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Client's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Client's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally. Further, Client is not contemplating any of the foregoing.

e. Neither the Client nor any of its directors, officers or employees has ever been convicted of (i) a violent crime, as defined in Section 3 of the Rights of Crime Victims and Witnesses Act of New York, or a substantially similar offense that was classified as a felony in the jurisdiction where the person was convicted, or (ii) a violation of a state or federal controlled substance law that was classified as a felony in the jurisdiction where the person was convicted. Neither the Client nor any of its directors, officers or employees has any knowledge that Client is ineligible to apply for a contract to manufacture medical cannabis in the State of New York, or to be awarded the right to register as a manufacturer of medical cannabis in the State of New York if such right is granted by the New York Commissioner of Health.

11. Merger. This Agreement shall not be terminated by the merger or consolidation of the Client or Consultant into or with any other entity.

12. Force Majeure. If either party is prevented, hindered or delayed from performing any of its obligations under this Agreement (other than an obligation to pay money) by an event of force majeure, then so long as that situation continues, that party shall be excused from performance of such obligations to the extent it is so prevented, hindered, or delayed, and the time for performance of such obligations shall be extended accordingly. A party affected by an event of force majeure shall notify the other party within seven (7) days after its occurrence and its effect of likely effect and shall use all reasonable endeavors to minimize the effect of the event of force majeure and to bring it to an end; provided that no party shall be obligated to settle any strike or other labor actions, labor disputes or labor disturbances of any kind, except on terms wholly satisfactory to it. For purposes of this Agreement, an event of force majeure means any occurrence beyond the reasonable control of the party claiming a force majeure event and that by the exercise of reasonable diligence such party is unable to prevent, avoid or overcome such occurrence.

(1)

13. Termination Rights.

a. Termination With Cause. Either party shall be allowed to terminate this Agreement in the event that the other party breaches any material covenants, agreements, terms or provisions of this Agreement by giving such other party thirty (30) days prior written notice of such termination and opportunity to cure during such period ("Termination With Cause"). In the event of a Termination With Cause by the Client: (i) the Client shall pay all outstanding payments for any Phase, or, if in Phase Five, any outstanding payments for the remainder of any Grow Cycle that has commenced at the time of termination, as defined in Schedule A and which are due and payable that the Client and Consultant have confirmed in writing to have been initiated (the "Initiated Phases") within thirty (30) days of such termination (for the avoidance of doubt, all future payments for any non-Initiated Phases shall terminate), and (ii) the covenants in Paragraph 6 shall survive for two years following such termination (the "Tail Period"). In the event of a Termination With Cause by the Consultant, the Client shall pay all outstanding payments for any Initiated Phases, or, if in Phase Five, any outstanding payments for the remainder of any Grow Cycle that has commenced at the time of termination, and which are due and payable within thirty (30) days of such termination, regardless of the scheduled payment date (for the avoidance of doubt, all future payments for any non-Initiated Phases shall terminate) and the covenants in Paragraph 6 shall be of no further force and effect. Termination Without Cause. Client shall be allowed to terminate this Agreement for any reason or no reason at all by giving the other party sixty (60) days prior written notice of such termination ("Termination Without Cause"). In the event of a termination without cause by the client the covenants in paragraph 6 shall survive for the Tail Period. In the event of a Termination Without Cause by the Client, the Client shall pay all outstanding payments for any Initiated Phase, or, if in Phase Five, any outstanding payments for the remainder of any Grow Cycle that has commenced at the time of termination,

b. Termination for Insolvency. Either party may terminate this Agreement immediately without notice if the other party: (i) voluntarily institutes insolvency, receivership or bankruptcy proceedings, (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days of the filing of such proceeding, (iii) makes an assignment for the benefit of creditors or (iv) undergoes any dissolution or cessation of business (other than in connection with a corporate reorganization as to which a successor assignee assumes the obligations of such party, and demonstrates the capability to perform, hereunder (collectively, "Termination for Insolvency"). In the event of a Termination for Insolvency of Consultant: (A) the Client shall pay all outstanding payments for any Initiated Phases within thirty (30) days of such termination (for the avoidance of doubt, all future payments for any non-Initiated Phases shall terminate), and (B) the covenants in Paragraph 6 shall survive for the Tail Period. In the event of a Termination for Insolvency of Client, the Client shall pay all outstanding payments for any Initiated Phases within thirty (30) days of such termination, regardless of the scheduled payment date (for the avoidance of doubt,

(1)

all future payments for any non-Initiated Phases shall terminate) and the covenants in Paragraph 6 shall be of no further force and effect.

c. Survival. Except as otherwise set forth in Paragraph ~~14~~ 13(b), Paragraphs ~~6, 8, 9, 14, 16, 17, 18~~ 6, 7, 8, 13, and ~~23-28~~ 22-27 shall survive any termination or expiration of this Agreement. 15, 16, 17 KBO TTW

14. Term. Subject to the termination rights of the parties and the survival provisions set forth in Paragraph 14, this Agreement, and all rights and obligations hereunder, shall terminate and be of no further force or effect following the completion of the Services provided by Consultant in Phase Five and payments of all compensation owed to Consultant (as defined in Schedule A therein).

15. Agreement Commencement "Notice to Proceed"

No services or related services shall be commenced by a consultant until the client has issued a "notice to proceed". This notice to proceed is issued by the client's or client grantee agent and will activate the terms of this agreement. While the notice to proceed can be issued simultaneously with this agreement or at a letter date proceeding the signing of the agreement.

16. Choice of Law; Consent to Jurisdiction and Venue. WAIVER OF TRIAL BY JURY. The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. The parties agree to subject themselves to the exclusive jurisdiction of, and venue in, the state courts and federal courts located in Rochester, NY for the purposes of any proceeding seeking to enforce any award pursuant to Paragraph ~~17~~ 16, and the parties hereby waive any objection based on *forum non conveniens*. Each party further agrees that service of any process, summons, notice or document by certified or registered mail to such party's respective address set forth below shall be effective service of process for any proceeding in ~~Illinois~~ New York with respect to any matters to which it has submitted to jurisdiction in this Paragraph 16. KBO TTW

17. Dispute Resolution by Mediation.

In the event of a conflict between the Consultant and Client, the parties hereby agree to engage in good faith efforts to resolve the dispute as quickly and economically as possible, while endeavoring to protect the confidentiality of such dispute resolution. Except with respect to injunctive relief pursuant to Paragraph 9, if a dispute arises between the parties, the parties agree to attempt to resolve said dispute(s) through mediation prior to bringing any action in a court of competent jurisdiction. The mediation will be conducted by a mediator to be mutually selected by the parties and the parties will share the cost of the mediator equally. The parties will cooperate fully with the mediator and will attempt to reach a mutually satisfactory resolution of the dispute. The parties agree and stipulate that any action brought in a court of competent

jurisdiction will be stayed and remanded to mediation if the Court finds that one or both parties did not, in good faith, attempt to resolve the matter through mediation.

a. Attorneys' Fees. In any dispute, the prevailing party will be entitled to recover its attorneys' fees and costs (including, but not limited to, the prevailing party's share of the compensation and costs) in a reasonable amount, as determined by the Court.

18. Indemnification. Consultant agrees to indemnify, defend and hold harmless Client for, from and against any and all claims, damages, liability, losses, actions, judgments and expense of whatever kind including reasonable attorneys fees arising out of or resulting from (i) breach of any obligation or agreement of the Consultant under this Agreement; (ii) any damage for bodily injury and for damage to or destruction of property arising from any negligent or malicious acts of the Consultant of which Client has no control, including the loss of use of the Client's business following and resulting from such damage or destruction; or (iii) any third party claim of infringement arising from Clients use of the Every Consultant IP.

19. Headings. Paragraph headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

20. Waiver. Waiver by one party or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

21. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

22. Assignment. Neither party shall assign any of its rights under this Agreement, or delegate the performance of any duties hereunder, without the prior written consent of the other party;

23. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith those provisions so held to be invalid to be valid, enforceable provisions which provisions shall reflect as closely as possible the original intent of the parties, and further agree to be bound by the mutually agreed substitute provision.

24. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements relating thereto, written or oral, between the parties. Amendments to this Agreement must be in writing, signed by the duly authorized officers of the parties.

25. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by facsimile or

email transmission and such facsimile or email transmission shall be valid and binding to the same extent as if it was an original.

26. Construction. The parties to this Agreement recognize that each of them have independently initiated this Agreement and its terms. As such, ambiguities within this Agreement may not be construed against either party. Furthermore, each party has had the opportunity to have this Agreement reviewed by its own legal counsel.

27. Publicity. The Consultant and the Client shall have the right to approve, before issuance, any press release or any other public statement with respect to the transactions contemplated hereby made by the other party;

28. Grow Cycle. Definition of a "Grow Cycle", A Grow Cycle, is the time it takes for a Medical Marijuana "MM" plant to go from seed to bank, payments to consultant for cultivation management as outlined in Schedule A, will correspond with the end of each grow cycle. There approximately 5.5 grow cycles per year.

29. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Client:

Kurt B. Odenbach, Esq.
Great Lakes Medicinals, Inc.
President and General Counsel
7 Woodfield Drive
Rochester, NY 14580

If to the Consultant:

Anthony Baroud
Hollister & Blacksmith, Inc.
211 East Circle Ave
Prospect Heights, IL 60070

Corey Hollister
Hollister & Blacksmith, Inc.
3457 Ringsby Ct
Denver, Colorado 80216

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

*Signature page follows.*

(1)

SIGNATURE PAGE

The undersigned have read and understood the Agreement, including Schedule A, and hereby agree to the terms stated therein. Signed this __~~twelfth~~ 15th____ day of ___September_____, 2014.

**CLIENT:**

Great Lakes Medicinals, Inc.

By: _____
A duly authorized signatory
Name: Kurt B. Odenbach, Esq, Great Lakes Medicinals, Inc.
Title: President

**CONSULTANT:**

Hollister and Blacksmith, Inc.

By: _____
A duly authorized signatory
~~Corey Hollister~~ Trent Wolovick
Title: ~~CEO~~
CoO

## SCHEDULE A

## SERVICES and COMPENSATION

**Duties and Project Timeline**

Consultant, based on Consultant's experience and expertise in its sole and exclusive discretion, shall use its reasonable best efforts to perform the following:

- Phase One: Pre-planning:
  - Business Start-up
  - Competitive Strategy
  - Organizational Development
  - Opportunity Evaluation
  - Application pre-planning
  - Such other services as the Client may reasonably request to maintain progress related to project phase one pre-planning activities.

- Phase Two: Application Submission:
  - Application Writing for State License
  - Coordinate with vendors on conceptual design
  - Cultivation Plan
  - Integration of Security Plan created in conjunction with selected vendor.
  - Cultivation Operations Manual Writing
  - Employee Handbook Writing
  - System Development and Management Planning
  - Product Standards and Development
  - Safety Protocol Standards, Product, Patients, Employees
  - Human Resources - Staffing, Training, Development
  - Organizational Design and Effectiveness
  - Infused Product Design and Development: Packaging and Labeling design to be conducted with selected vendor
  - Community Outreach and Services Coordination
  - Training: Legal, Customer Service, History, Safety
  - Accounting System Selection
  - Seed to Sale Tracking System Selection
  - Key Performance Indicators Review (KPI) relating to cultivation production and operational efficiencies and Stringets weenies Opportunities Thrights SWOT Analysis-per management contract
  - Such other services as the Client may reasonably request to maintain progress related to project Phase Two application activities.

- *Phase Three A: Design Phase*

  - Conceptual Design
  - During the time of site acquisition, client will be reviewing several possible cultivation centers (MMCC) locations, it may be required that Consultant perform conceptual designs on several different location being consider by client. Consultant will perform conceptual design on hourly basis; see pricing matrix for hourly rate.

    - Zoning analysis, Exhibits, Presentation materials and attendance at meetings with Village Departments, community groups, Plan Commission, Zoning Committee and others as necessary to obtain a Planned Development approval, none of which shall constitute Lobbying;
    - Brief building narratives of building envelope, structural and building systems;
    - Prepare, building floor plans, and elevations sufficient for conceptual budgets;
    - At the conclusion of the phase, with the Zoning approval, we will seek Client approval of the building design prior to starting Schematic Design drawings, none of which shall constitute Lobbying

  - Schematic Design
  - This phase will include the preliminary investigations necessary to form a basis for the discussion of options in order to make sound design decisions concerning the major issues that will define the project, including:

    - Prepare narrative generally addressing typical wall partitions, doors and room finishes.
    - Prepare brief narrative of building envelope, interior design finishes, structural, mechanical, plumbing, electrical and fire protection systems;
    - Prepare site plan, floor plans and representative sections.
    - At the conclusion of this phase, we will seek Client approval of the building design prior to starting Design Development drawings.

- Phase Four: Deployment of Cultivation, and Commercial Kitchen process implementation including:

  - Equipment Selection and Purchasing
  - Security deployment oversight in coordination with selected vendor
  - Regulatory compliance
  - Structuring of processes based on state regulations
  - Forecasting
  - Assist with supply chain management and purchasing

- Inventory management process development
- Technology and POS/Grow software system deployment oversight in coordination with selected vendor
- Workflow design
- Staff recruitment support and training
- Strain Selection
- Cultivation design and planning

  Such other services as the Client may reasonably request to maintain progress related to project phase four deployment activities.
- Standard Operating Procedures (SOP's) and staff training for Cultivation:

    - Cloning
    - Transplanting
    - Pruning and training
    - Finished soil management
    - Amending nutrients
    - Growing keys and specific requirements for strains within portfolio
    - Curing
    - Integrated pest management and identification
    - Clean room and containment protocols
    - Quality control
    - Closed loop recycling for soil and composting operations

- *Phase Five : Cultivation Production Management-Fully Managed Solution*

  - Upon the completion of the cultivation facility:

    - Consultant shall be paid 5% of gross yields from the cultivation facility based on New York market prices for wholesale medical cannabis to regulated dispensaries.
    - An initial Payment of Fifty Thousand and 00/100 Dollars ($50,000.00) shall be made upon commencement of this Phase.
    - Services hereunder will be provided for Five (5) years from the date of the first cultivation under the payment terms hereunder (the "Initial Period"). Provided that Baseline Production (as defined below) has been met in 80% of the Cycles (as defined below) during the Initial Period, the Consultant shall have the right to execute perpetual one-year renewal options in its sole discretion (each, if executed, a "Renewal Period") to continue providing the Services for the same payment terms hereunder, subject to meeting Baseline Production in 80% of the Cycles during each Renewal Period.

- "Baseline Production" shall mean the industry average of One (1) Pound produced per flowering light, per Cycle (Cycle duration is 60-70 days and defined as the start-to-finish of the flowering phase (a "Cycle")). If production per Cycle drops below one pound per light and the Consultant can't reestablish production within ninety (90) days, the contract will be subject to review.

This ongoing phase will cover all activities required to manage and run the cultivation facility including but not limited to:

- Onsite staffing and management.
- Seed-to-Sale productions optimization
- Regulatory Compliance
- Strain Portfolio Management
- Audits
- Performance Reviews
- Quality Control
- Growth Planning
- Innovation Adoption and systems improvements.
- Maintenance of production levels

- Exclusions
  - This Agreement specifically excludes from Consultant's duties and obligations the following actions of the Consultant: Lobbying
    - Travel and travel costs
    - On-site full-time equivalents
    - Legal advice
    - Criminal defense expenses, costs, or advice
    - Administrative hearings, trials, or other court proceedings, except in connection with initial licensing and renewals thereof

**Compensation**

The Consultant shall be compensated based on the following compensation scale. Project estimates include items outlined in the scope of work. Any changes over and above to the scope of work will constitute a change order and will be subject to additional payment. No work will be performed prior to Client approval and payment.

Completion shall be established upon submission by consultant to client that phase goals have been achieved Phase One: and client agrees to said completion. KBO TTW

- $35,000.00 - 50% due at signing, 50% due at completion.

Phase Two:

- 125,000.00 - 50% due at the commencement of the application process (when New York releases its final RFA), 50% due upon completion and submission of the application. (Note: an additional $35,000.00 for each additional application (county/city/state), access to additional funding if required for additional subs/resources deemed advantageous by the Client).

Client Hold Back: $75,000 due upon successfully being awarded the right to manufacturer medical cannabis in the State of New York.

Phase Three A. Design Phase:

- Conceptual Design: $5,000.00/ 100% due upon commencement
- Schematic Design $20,000.00/100% due upon commencement

Phase Four:

- $500,000.00 - $150,000.00 deposit due upon awarding of license and then $19,444.44 due monthly for 18 months to be applied to balance of fee.

Phase Five:

- An initial Payment of Fifty Thousand and 00/100 Dollars ($50,000.00) shall be made upon execution of this Phase.
- Upon commencement of cultivation, Client shall pay Consultant 5% of the gross market value of the medical cannabis produced for each Grow Cycle. Amounts to be paid monthly within five (5) business days of the first (1st) of the month.

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Other:

Expenses. The Client shall be required to either pay for in advance or reimburse the Consultant for all reasonable and documented out-of-pocket travel expenses and per diem and mileage reimbursement.

Reversion

In the instance that the Client obtains an emergency license from the State of New York, the foregoing agreement, solely with respect to compensation, ~~is void and the Consultant shall be paid $250.00 per hour for phases~~ SEE BELOW KBO SCHEDULE A agreed upon at the time of the emergency license issuance.

*Signature page follows.*

AROUND PHASE 2 OF THE AGREEMENT SHALL BE REVISTED TO DETERMINE SCOPE OF WORK AND COMPENSATION.

TTW

KBO

SCHEDULE A

SIGNATURE PAGE

The undersigned have read and understood the Agreement, including Schedule A, and hereby agree to the terms stated therein. Signed this __~~twelfth~~ 15th__ day of ____September_____, 2014.

**CLIENT:**

Great Lakes Medicinals, Inc.

By: _____
A duly authorized signatory
Name Kurt B. Odenbach, Esq
Title: President

**CONSULTANT:**

Hollister and Blacksmith, Inc.

By: _____
A duly authorized signatory
~~Corey Hollister~~ TRENT WOLOVECK
Title: ~~CEO~~
CEO

Harter Secrest & Emery LLP

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
394 7 Woodfield Drive
Webster, New York 14580

July 25, 2014
099816.000002/DSM

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (7/17/14 – 7/31/14):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E:** | **0** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,000.00** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# JULY 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

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| Description | Amount |
|---|---|
| Expenses | 0 |
| TOTAL | $0.00 |

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* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
394 7 Woodfield Drive
Webster, New York 14580

September 5, 2014
099816.000002/DSM
Invoice No. 632677

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (8/01/14 – 8/31/14):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (8/01/14 - 8/31/14):** | **$104.09** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,104.09** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# AUGUST 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

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| | Description | Amount |
|---|---|---|
| | Telephone Expenses | 4.09 |
| 07/21/2014 | Joint Commission on Public Ethics Registration Fee* | 100.00 |
| | TOTAL | $104.09 |

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* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
394 7 Woodfield Drive
Webster, New York 14580

September 18, 2014
099816.000002/DSM
Invoice No. 634322

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (8/01/14 – 8/31/14):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (8/01/14 - 8/31/14):** | **$104.09** |
| **SUBTOTAL:** | **$8,104.09** |
| **LESS PAYMENT RECEIVED 9/12/14:** | **-$8,104.09** |
| | **$0.00** |
| **ADDITIONAL DISBURSEMENTS DUE HS&E (8/01/14 - 8/31/14):** | **$1,077.47** |
| **TOTAL AMOUNT DUE HS&E:** | **$1,077.47** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# AUGUST 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| | Description | Amount |
|---|---|---|
| | Telephone Expenses | 11.25 |
| 08/06/2014 | Travel Expense: train (JMJ)* | 17.00 |
| 08/07/2014 | Travel Expense: taxi (JMJ)* | 16.12 |
| 08/07/2014 | Travel Expense: taxi (JMJ)* | 55.67 |
| 08/07/2014 | Travel Expense: parking (JMJ)* | 27.50 |
| 08/07/2014 | Travel Expense: air (JMJ)* | 19.00 |
| 08/07/2014 | Travel Expense: air (JMJ)* | 423.10 |
| 08/07/2014 | Travel Expense: air (JMJ)* | 35.00 |
| 08/07/2014 | Travel Expense: lodging (JMJ)* | 472.83 |
| | TOTAL | $1,077.47 |

* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
394 7 Woodfield Drive
Webster, New York 14580

October 6, 2014
099816.000002/DSM
Invoice No. 635528

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (9/01/14 – 9/30/14):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (9/01/14 - 9/30/14):** | **$79.14** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,079.14** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# SEPTEMBER 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

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| | Description | | Amount |
|---|---|---|---|
| 09/22/2014 | Travel Expense/air (JMJ)* | | 79.14 |
| | | TOTAL | $79.14 |

* Not reportable to JCOPE

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
394 7 Woodfield Drive
Webster, New York 14580

November 24, 2014
099816.000002/DSM
Invoice No. 640812

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| RETAINER DUE HS&E (10/01/14 – 10/31/14): | $8,000.00 |
| DISBURSEMENTS DUE HS&E (10/01/14 - 10/31/14): | 1,965.94 |
| TOTAL AMOUNT DUE HS&E: | $9,965.94 |

PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# OCTOBER 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| | Description | Amount |
|---|---|---|
| | Telephone | 13.94 |
| 10/01/14 | Travel Expense/air (DSM)* | 67.72 |
| 10/01/14 | Travel Expense/lodging (DSM)* | 205.50 |
| 10/02/14 | Travel Expense/transportation (DSM)* | 15.00 |
| 10/02/14 | Travel Expense/car service (DSM)* | 169.23 |
| 10/03/14 | Travel Expense/air (DSM)* | 67.72 |
| 10/10/14 | Registration Fee/Cannabis Expo | 898.00 |
| 10/12/14 | Travel Expense/air (DSM)* | 12.50 |
| 10/12/14 | Travel Expense/air (DSM)* | 168.17 |
| 10/12/14 | Travel Expense/air (DSM)* | 17.50 |
| 10/12/14 | Travel Expense/meal/meeting (DSM)* | 41.43 |
| 10/14/14 | Travel Expense/lodging (DSM)* | 289.23 |
| | TOTAL | $1,965.94 |

* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
7 Woodfield Drive
Webster, New York 14580

January 8, 2015
099816.000002/DSM
Invoice No. 645515

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (11/01/14 – 11/30/14):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (11/01/14 - 11/30/14):** | **1,976.30** |
| **TOTAL AMOUNT DUE HS&E:** | **$9,976.30** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# NOVEMBER 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| | Description | Amount |
|---|---|---|
| | Telephone | 6.98 |
| 11/15/14 | Travel Expense/air (JMJ)* | 171.60 |
| 11/12/14 | Travel Expense/air (JMJ)* | 366.60 |
| 11/15/14 | Travel Expense/ air (JMJ)* | 35.00 |
| 11/12/14 | Travel Expense/ air (JMJ)* | 35.00 |
| 11/12/14 | Registration Fee/Marijuana Expo (JMJ)* | 749.00 |
| 11/12/14 | Travel Expense/air (JMJ)* | 25.00 |
| 11/12/14 | Travel Expense/lodging (JMJ)* | 390.23 |
| 11/13/14 | Travel Expense/taxi (JMJ)* | 15.87 |
| 11/14/14 | Travel Expense/taxi (JMJ)* | 16.91 |
| 11/14/14 | Travel Expense/taxi (JMJ)* | 17.52 |
| 11/15/14 | Travel Expense/air (JMJ)* | 8.44 |
| 11/15/14 | Travel Expense/air (JMJ)* | 25.00 |
| 11/15/14 | Travel Expense/parking (JMJ)* | 56.00 |
| 11/15/14 | Travel Expense/taxi (JMJ)* | 20.78 |
| 11/15/14 | Travel Expense/meal (JMJ)* | 36.37 |
| | TOTAL | $1,976.30 |

* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
7 Woodfield Drive
Webster, New York 14580

January 12, 2015
099816.000002/DSM
Invoice No. 645565

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (12/01/14 – 12/31/14):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (12/01/14 - 12/31/14):** | **113.29** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,113.29** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# DECEMBER 2014

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

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| Description | Amount |
|---|---|
| Telephone | 13.29 |
| Joint Commission On Public Ethics Registration Fee 2015 | 100.00 |
| TOTAL | $113.29 |

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* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
7 Woodfield Drive
Webster, New York 14580

February 10, 2015
099816.000002/DSM
Invoice No. 648633

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (1/01/15 – 1/31/15):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (1/01/15 - 1/31/15):** | **2.85** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,002.85** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# JANUARY 2015

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| Description | | Amount |
|---|---|---|
| Telephone | | 2.85 |
| | TOTAL | $2.85 |

* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
7 Woodfield Drive
Webster, New York 14580

March 14, 2015
099816.000002/DSM
Invoice No. 651750

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals, Inc. dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (2/01/15 – 2/28/15):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (2/01/15 - 2/28/15):** | **215.40** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,215.40** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# FEBRUARY 2015

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| | Description | Amount |
|---|---|---|
| | Telephone | 6.89 |
| 02/01/15 | Legislative Retrieval System -Digest | 108.51 |
| 02/27/15 | Joint Commission on Public Ethics Biennial Registration Fee ($200 total/$100 paid on invoice 645565)* | 100.00 |
| | TOTAL | $215.40 |

* Not reportable to JCOPE

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
7 Woodfield Drive
Webster, New York 14580

April 6, 2015
099816.000002/DSM
Invoice No. 654369

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals, Inc. dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (3/01/15 – 3/31/15):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (3/01/15 - 3/31/15):** | **343.94** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,343.94** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# MARCH 2015

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| | Description | Amount |
|---|---|---|
| | Telephone | 2.44 |
| 02/28/15 | Legislative Retrieval System - Annual Fee | 341.50 |
| | TOTAL | $343.94 |

* Not reportable to JCOPE

(2)

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

Great Lakes Medicinals, Inc.
Kurt B. Odenbach
7 Woodfield Drive
Webster, New York 14580

May 15, 2015
099816.000002/DSM
Invoice No. 657630

Re: Government Affairs

FOR ALL SERVICES RENDERED pursuant to the Agreement for legislative counsel services between Harter Secrest & Emery LLP and the Great Lakes Medicinals, Inc. dated December 27, 2012.

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| | |
|---|---|
| **RETAINER DUE HS&E (4/01/15 – 4/30/15):** | **$8,000.00** |
| **DISBURSEMENTS DUE HS&E (4/01/15 - 4/30/15):** | **55.73** |
| **TOTAL AMOUNT DUE HS&E:** | **$8,055.73** |

**PLEASE REMIT PAYMENT IN ENCLOSED ENVELOPE**

HARTER SECREST & EMERY LLP
1600 BAUSCH & LOMB PLACE
ROCHESTER, NEW YORK 14604
(585) 232-6500

# APRIL 2015

**Great Lakes Medicinals, Inc.** **099816.000002/DSM**

| | Description | | Amount |
|---|---|---|---|
| | Telephone | | 5.73 |
| 03/23/15 | Travel Expense/meal (DSM)* | | 50.00 |
| | | TOTAL | $55.73 |

* Not reportable to JCOPE

# Harter Secrest & Emery LLP

# Retainer Agreement - 2

## AGREEMENT

This Agreement made this 17 day of July 2014 between **GREAT LAKES MEDICINALS, INC.** located at 7 Woodfield Drive, Webster, New York 14580 ("GLM"), and the law firm of **HARTER SECREST & EMERY LLP**, with offices located at 1600 Bausch & Lomb Place, Rochester, New York 14604, ("HSE").

## WITNESSETH

**WHEREAS**, GLM desires to obtain the services of a legislative representative in New York,

**WHEREAS**, HSE is agreeable to performing such professional services for GLM.

**THEREFORE**, GLM and the HSE, for the considerations described below, agree as follows:

## SECTION I. HSE'S SERVICES

HSE agrees to provide all necessary professional services as the legislative representative of GLM in New York, which shall include the following activities:

1. Engaging in lobbying activities regarding the legalization of medical marijuana in the State of New York;

2. Working with the New York State Department of Health, the New York State Department of Environmental Conservation, and other regulatory agencies regarding regulatory issues related to medical marijuana;

3. Lobbying on behalf of GLM regarding its attempt to receive whatever designation or license from the State is necessary to allow GLM to legally grow, manufacture, and dispense medical marijuana in New York under New York law;

4. Advising GLM regarding applicable lobbying and other compliance rules;

5. Providing a medium of general visibility for GLM in Albany by maintaining contact with all appropriate State Legislators and their staffs, the Governor's Office and all appropriate State agencies;

6. Working with GLM's Officers or other members to the extent requested to coordinate and assist the efforts of GLM's Officers or other members in their attempts to contact individual Legislators, legislative staff members, members of the Governor's staff, or appropriate agency representatives.

## SECTION II. FEE AND RELATED MATTERS

HSE shall be compensated by GLM for services rendered for the period of July 17, 2014 through December 31, 2015 at the rate of $8,000 per month on or before the last day of each month, commencing with a payment on July 31, 2014. GLM further agrees to reimburse HSE for all reasonable expenses incurred as a direct result of HSE's service under this Agreement. It is anticipated that such expenses will be limited to standard charges such as express mail, copying fees, and telephone charges, along with travel expenses (but only in cases where travel is required outside the Rochester and Albany areas), and pre-approved entertainment expenses.

GLM agrees that it understands its responsibility to comply with the laws and rules governing lobbying activity. In particular, GLM acknowledges that it must file Client Semi-Annual reports with the Joint Commission on Public Ethics, and HSE agrees to provide information and guidance to assist GLM complete the required reports. Moreover, GLM understands that it is prohibited from giving gifts (including meals, golf, tickets, etc.) to public officials.

This Agreement may be terminated by either party upon 30 days' prior written notice.

Part 137 of the Rules of the Chief Administrator of the New York Courts, which can be located at http://www.nycourts.gov/admin/feedispute/index.shtml, requires that certain fee disputes are subject to arbitration at the client's option. HSE will provide GLM with a copy of that rule upon request.

GLM acknowledges receipt of HSE's Standard Terms and Conditions of Engagement.

**IN WITNESS WHEREOF**, the parties have subscribed their names as of the date and year first above written.

GREAT LAKES MEDICINALS, INC.

By:_____
Kurt B. Odenbach, General Counsel

HARTER SECREST & EMERY LLP

By:_____
Amy Kellogg, Partner

Bergmann Associates

(3)

June 2, 2015

Kurt Odenbach
President
Great Lakes Medicinals, LLC

***Re: Proposal for Preliminary Architectural & Engineering for Great Lakes Medicinals, LLC MMP Application***

Dear Mr. Odenbach,

Bergmann Associates are pleased to submit our proposal for Architecture and Engineering Services for the Medical Marijuana Project (MMP) at Kodak Building 350.

Great Lakes Medicinals, LLC is submitting an application for a license to produce and distribute medical marijuana in New York State. This application is in coordination with American Cannabis Consulting (ACC) and Wilmorite, Inc. The application includes a production facility located in existing Kodak Building 350 in Eastman Business Park and four dispensaries located in Buffalo, Rochester, Vestal and Syracuse, NY.

This proposal is for engineering and architecture services in support of this application.

## I. SCOPE OF WORK

Bergmann Associates' responsibilities include:

1. Field work
2. Code analysis
3. Infrastructure capacity verification
4. First floor Plans
5. Second floor plan
6. Enlarged sample propagation room floor plan
7. one line mechanical drawings
8. one line electrical drawings
9. FP design criteria/drawing
10. Mechanical & electrical load calculations,
11. major equipment selections,
12. major equipment cut sheets
13. Cultivation/grow facility expanded floor plans
14. Dispensary floor plans (4)
15. Dispensary egress plans, site plans (4)
16. dispensary Photoshop perspective renderings (4)
17. Moderate level 3D model and fly through animation.

our **people** and our **passion** in every **project**

## II. CLARIFICATIONS AND EXCLUSIONS

The work is intended to convey the functionality of the proposal, provide graphics representing this and to give enough fundamental equipment information for time and monetary budgeting. It is limited to work up to the application submittal.

## III. PROJECT SCHEDULE

Discovery and concept design documents - Approximately 4 weeks

This schedule is based on a start date of May 3rd, and submittal of the application on June 5th, 2015. We anticipate our deliverables to be delivered on June 3rd to Great Lakes Medicinals, LLC.

## IV. CONSULTANTS

All work included in this proposal will be performed by Bergmann Associates employees. No consultants will be included.

## V. COMPENSATION

Compensation for the work is estimated to be:

| | |
|---|---|
| Initial Effort | $48,000 |
| Continuation to Concept Design | $50,600 |
| Total Effort to submittal | $98,600 |

We appreciate the opportunity to be Part of the Great Lakes team and look forward to working with you on this successful application. Please do not hesitate to contact us with any questions.

Sincerely,

James Nickles P.E., LEED AP, PMP
Vice President

C: S Dempsey, BA

Niagara Frontier Business Solutions

(4)

Niagara Frontier Business Solutions

(4)

Retainer Agreement - 4

# NIAGARA FRONTIER BUSINESS SOLUTIONS

March 15, 2015

Great Lakes Medicinals, Inc.
7 Woodfield Drive
Webster, New York 14580

**Niagara Frontier Business Solutions** agrees to provide **Great Lakes Medicinals** with legislative and regulatory representation and interaction with state and local governments in **New York State** from **March 16, 2015 through March 15, 2016**. The fee shall be **$8,000** per month. The fee is all-inclusive; **Niagara Frontier Business Solutions** does not bill for regular expenses except out of state travel. After the first 90 days, this agreement is cancelable upon written notice by either party.

If the above meets with your approval, please so indicate by signing and dating this letter in the space provided below and e-mailing it to our Albany office. We will file a copy of this signed letter with the **New York State Joint Commission on Public Ethics.**

**Agreed to and Accepted By:**

**Great Lakes Medicinals, Inc.**

**Date:** 4/1/2015

**Kurt B. Odenbach**
**President and General Counsel**

**Niagara Frontier Business Solutions**

**John O'Donnell, Member**

Kaman, Berlove, Marafioti, Jacobstein, Goldman LLP

(5)

Kaman, Berlove, Marafioti,
Jacobstein, Goldman LLP - 5



KAMAN, BERLOVE, MARAFIOTI,
JACOBSTEIN & GOLDMAN, LLP

STEPHEN M. JACOBSTEIN
ANTHONY J. MASTRODONATO
SAMUEL H. CARUSO, JR.
DIANA DEYO RYAN
JOHN L. BULGER
RICHARD GLEN CURTIS
JON C. LAZENBY
JON M. STERN

STEVEN A. MAAS (DECEASED)

ATTORNEYS AND COUNSELORS AT LAW
135 CORPORATE WOODS, SUITE 300
ROCHESTER, NEW YORK 14623

ASSOCIATES
ERIN M. MASTRODONATO
MICHAEL G. PAUL*

*ALSO ADMITTED IN COLORADO

TEL: (585) 325-7440
FAX: (585) 454-3559

Writer's direct email:
jlazenby@kamanesq.com

August 26, 2014

Kurt B. Odenbach, Esq.
Great Lakes Medicinals, Inc.
7 Woodfield Drive
Webster, New York 14580

***Via Email***

**Re: Letter of Engagement**

Dear Kurt,

In furtherance of a conversation with your fellow owner, Tim Dollinger, I am pleased to provide you with this letter of engagement to provide the terms that will govern your relationship with Kaman, Berlove, Marafioti, Jacobstein & Goldman, LLP. For purposes of this letter, Great Lakes Medicinals, Inc. shall be referred to as the "Client" or "you" and Kaman, Berlove, Marafioti, Jacobstein & Goldman, LLP shall be referred to as "Firm", "we" or "us".

**Scope of Representation:** Firm will represent you in connection with general corporate matters related to your medicinal marijuana business. Initial professional services will relate to various corporate governance matters, including adopting bylaws, appointing a board of directors and executive officers, issuing stock certificates, preparing a stock ledger, and executing a shareholders' agreement. These internal corporate governance issues will be addressed in order to facilitate a contemplated capital investment by an additional investor. Firm will provide counsel throughout this investment process, including negotiating and structuring the investment terms, rights and obligations as well as drafting, reviewing and negotiating the governing capital investment documentation and agreements. Firm will also provide upon request legal services related to the regulatory and legal environment of your business, such as assisting and facilitating any licensing requirements and regulatory interpretation.

You may request, and we may agree, to provide additional legal services related to your business operations as they arise. Unless agreed upon by Client and Firm to the contrary, additional legal matters you request us to handle shall be governed by this Letter of Engagement. For matters unrelated to those discussed in this Scope of Representation, Firm may issue a new engagement letter to govern a particular matter.

(5)

**Fees, Expenses and Billing Practice:** To the extent legal fees accrue on a particular matter, we intend to submit a bill to you no less frequently than every 60 days. Legal fees and expenses will be separately stated on the bill and will be charged as indicated in this letter.

Legal fees will accrue on an hourly basis. To the extent I am the attorney performing the legal work on a particular matter, legal fees will accrue at an hourly rate of $285 per hour. Other attorneys and paralegals of the Firm may be utilized whose hourly rates range from $150 to $350 per hour. In order for Firm to commence working on the matters described above in the Scope of Representation, we will require you to submit a $3,000 retainer to be held in Firm's attorney trust account for your benefit.

The hourly rates of attorneys and paralegals working on your matters may increase over the course of Firm's engagement. Firm intends to not raise hourly rates more than once per calendar year. In addition to legal fees for professional services, Client will be billed for certain costs and expenses incurred over the course of this engagement, such as filing fees, services fees, delivery charges, travel expenses, and production costs.

**Arbitration:** While we seek to avoid any fee dispute with our clients, and rarely have such disputes arisen, in the event that a dispute does arise between Client and Firm relating to Firm's fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Court, as copy of which will be provided to you upon request.

Upon your acceptance of this Engagement Letter and submission of the retainer, the effective date of our engagement will be the date of this letter. I look forward to working with you and appreciate this opportunity to help launch and grow your business.

KAMAN, BERLOVE, MARAFIOTI,
JACOBSTEIN & GOLDMAN, LLP

By: _____
Jon C. Lazenby

cc: Tim Dollinger

Agreed and accepted this 27 day of August, 2014.

GREAT LAKES MEDICINALS, INC.

_____
By: Kurt B. Odenbach
Its: President and General Counsel

(5)

**KAMAN, BERLOVE, MARAFIOTI, JACOBSTEIN & GOLDMAN, LLP**
135 Corporate Woods, Suite 300
Rochester, NY 14623
(585) 325-7440

Great Lakes Medicinals, Inc.
Attn: Kurt Odenbach
7 Wooodfield Drive
Webster NY 14580

November 07, 2014

Invoice #42074

Professional Services

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 8/25/2014 | JCL | Phone conference with T. Dollinger re: corporate formalities and current ownership structure. | 0.70<br>285.00/hr | 199.50 |
| 9/4/2014 | JCL | Draft capital financing summary email. | 0.30<br>285.00/hr | 85.50 |
| 9/9/2014 | JCL | Office conference with K. Odenbach re: Great Lakes Medicinals matters. | 0.20<br>285.00/hr | 57.00 |
| 9/17/2014 | JCL | Review and contemplate various capital structures in light of client's need to raise capital from certain future investors. | 0.50<br>285.00/hr | 142.50 |
| 9/18/2014 | JCL | Office conference with K. Odenbach re: various capital structure choices; receive corporate minute book; prepare summary correspondence outlining debt and equity capital structures. | 1.10<br>285.00/hr | 313.50 |
| 10/3/2014 | JCL | Prepare Stock Ledger and Stock Certificates. | 0.20<br>285.00/hr | 57.00 |
| 10/6/2014 | JCL | Draft email correspondence to client summarizing various capital investment structures. | 0.50<br>285.00/hr | 142.50 |
| 10/13/2014 | JCL | Edit and proof capital structure summary email and send to client. | 0.30<br>285.00/hr | 85.50 |
| | | **For professional services rendered** | **3.80** | **$1,083.00** |
| 11/7/2014 | | Payment Received | | ($1,083.00) |
| | | **Total payments and adjustments** | | **($1,083.00)** |
| | | Balance due | | $0.00 |

FOR YOUR CONVENIENCE WE ACCEPT DISCOVER, VISA AND MASTERCARD.

Attorney Summary

| Name | Hours | Rate | Amount |
|---|---|---|---|
| Jon C. Lazenby | 3.80 | 285.00 | $1,083.00 |

| | | Amount |
|---|---|---|
| | **Previous balance of Trust Account** | **$0.00** |
| 8/28/2014 | Initial Retainer. Check No. 504 | $3,000.00 |
| 11/7/2014 | Payment Received | ($1,083.00) |
| | **New balance of Trust Account** | **$1,917.00** |

**KAMAN, BERLOVE, MARAFIOTI, JACOBSTEIN & GOLDMAN, LLP**
135 Corporate Woods, Suite 300
Rochester, NY 14623
(585) 325-7440

Great Lakes Medicinals, Inc.
Attn: Kurt Odenbach
7 Wooodfield Drive
Webster NY 14580

February 06, 2015

Invoice #42564

Professional Services

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 10/8/2014 | JCL | Draft and edit capital structure email. | 0.50<br>285.00/hr | 142.50 |
| 12/15/2014 | JCL | Review client email re: desired capital structure; reply via email to elaborate on stock warrants characteristics; edit draft term sheet to include client comments. | 0.30<br>285.00/hr | 85.50 |
| 1/16/2015 | JCL | Review forwarded email string re: contemplated capital investment with outside investors; draft responsive email to client. | 0.60<br>285.00/hr | 171.00 |
| 1/23/2015 | JCL | Draft email correspondence in response to client's questions relating to Wilmot inquiries. | 0.40<br>285.00/hr | 114.00 |
| 1/26/2015 | JCL | Draft email correspondence to client re: contemplated capital investment. | 0.20<br>285.00/hr | 57.00 |
| | JCL | Draft email correspondence to client re: contemplated capital investment. | 0.20<br>285.00/hr | 57.00 |
| 1/27/2015 | JCL | Draft Memorandum of Understanding to encompass contemplate capital investment from the Wilmot Group accordign to terms provided by client. | 2.80<br>285.00/hr | 798.00 |
| 1/28/2015 | JCL | Edit and review Memorandum of Understanding to provide for accredited investor provisions. | 1.40<br>285.00/hr | 399.00 |
| | | **For professional services rendered** | **6.40** | **$1,824.00** |
| 2/6/2015 | | Payment Received | | ($1,824.00) |
| | | **Total payments and adjustments** | | **($1,824.00)** |
| | | Balance due | | $0.00 |

FOR YOUR CONVENIENCE WE ACCEPT DISCOVER, VISA AND MASTERCARD.

Attorney Summary

| Name | Hours | Rate | Amount |
|---|---|---|---|
| Jon C. Lazenby | 6.40 | 285.00 | $1,824.00 |

| | Amount |
|---|---|
| **Previous balance of Trust Account** | **$1,917.00** |
| 2/6/2015 Payment Received | ($1,824.00) |
| **New balance of Trust Account** | **$93.00** |

Medical Cannabis Industry Alliance
of New York

(6)

| ($ in millions) | Units | % OS | Pre-License Contributions | | Post-License Contributions | | Total Contributions | | Shareholder Loans |
|---|---|---|---|---|---|---|---|---|---|
| Founders | 100.0000 | 70.0% | $0.3 | 43.2% | $7.0 | 70.0% | $7.3 | 68.2% | $0.2 |
| Non-Founders | 42.8571 | 30.0% | $0.4 | 56.8% | $3.0 | 30.0% | $3.4 | 31.8% | - |
| Total | 142.8571 | 100.0% | $0.7 | 100.0% | $10.0 | 100.0% | $10.4 | 100.0% | $0.2 |

***Pre-License Raise***

GLM's initial capital raise and commitments total $727,338 which consist of the amount of GLM's pre-license award operating budget, excluding the $200,000 refundable operating fee due to the State of New York Department of Health with the application. Our investor group consist of local investors from the State of New York, 90% of our investors are from the Rochester, New York area. The above table reflects the ownership percentages and contributions amount related to each type of shareholder (founders vs. non-founder). As of the date of this application xx amount has been raised by the Company, see the Company's audited financial statements at xx xx for additional information. The below table summarizes the pre-license operating budget:

| Service / Expense Type | Expense Through December 31, 2015 (Non-contingent) | Expense Through December 31, 2015 (Contingent upon license) | Total expense |
|---|---|---|---|
| Application, business planning and operational consulting | $ 160,000 | $ 75,000 | $ 235,000 |
| Legislative representation | 149,934 | - | 149,934 |
| Architecture | 98,600 | - | 98,600 |
| Legislative representation | 72,000 | - | 72,000 |
| Corporate and securities attorney | 38,000 | - | 38,000 |
| Rochester dispensary pre-license rent & security deposit | 27,750 | - | 27,750 |
| Industry association fees | 20,000 | - | 20,000 |
| Binghamton dispensary pre-license rent & security deposit | 18,917 | - | 18,917 |
| Director, scientific advisory board | 7,500 | 7,500 | 15,000 |
| Application fee (non-refundable) | 10,000 | - | 10,000 |
| Travel expenses to Medical Marijuana Business Daily Conference November 2015, Colorado discocery trip, and NYC industry conference. | 8,513 | - | 8,513 |
| Security consultant and plan | 8,000 | - | 8,000 |
| Print material for business plan when meeting with hospitals, investors, researchers, etc. | 7,500 | - | 7,500 |
| Industry association fees and conference attendances | 6,897 | - | 6,897 |
| Tax, audit and accounting services | 6,763 | - | 6,763 |
| Syracuse dispensary pre-license rent & security deposit | 3,222 | - | 3,222 |
| Marketing | 1,000 | - | 1,000 |
| IT Infrastructure | 242 | - | 242 |
| Yonkers Dispensary Pre-license Rent & Security Deposit | - | - | - |
| **Total** | **$ 644,838** | **$ 82,500** | **$ 727,338** |

***Post-License***

*Phase 1 CapEx & Operation Mobilization*

In the event GLM is awarded a license in the state of New York, GLM will initiate a capital call of $10.0 M. These funds will be used to primarily design and build-out the first floor of our cultivation and processing facility, initial design and retro-fit of all four of our retail facilities, purchase of equipment and supplies, and to mobilize our operations via operating capital for employee wages, inventory carrying costs, rent, and other ordinary operating expenses until the build-out is complete and the business begins generating revenues. This included approximate 50,000 sq. ft. of production space and 8,500 squre feet of dispensary retail space. Below is summary of the use of these proceeds, as of the date of this report we have not received any of *Post-License* funding, with the exception of the shareholder loan which will convert to Founders equity in the event an application is won.

| Table xx. Phase 1 Use of Proceeds *(in millions)* | |
|---|---|
| ***CapEx*** | |
| Cultivation Facility | $3.6 |
| Other Non-Operable | 1.0 |
| Processing & Packaging | 0.6 |
| Office Space | 0.3 |
| Oil Extraction Lab | 1.0 |
| Dispensaries | 1.0 |
| Total CapEx | $7.5 |
| | |
| Start-up Operating Capital | $2.5 |
| | |
| **Total Phase 1 Raise** | **$10.0** |

For the purposes of our model financial model we assumed that this raise would occur in July 2015 as the state has communicated as that being the potential timing of award announcement. This would allow us to have plants in the ground by September 1, 2015, our first harvest in December 2015, and our first medicine sales to a patient in January 2016. Due to our dedication to provide medicine to the patients of New York as quickly as possible and to ensure our investors are able to stand behind their commitments presented here in this application to the State of New Work, we engaged Mengel, Metzger, Bar & Co. LLP, a New York licensed and based independent certified public accounting firm to perform procedures certifying the net worth of each of the investors and their ability to invest in GLM should we obtain a license. They confirmed these investments without exception, see auditors report at attachment xxx.

*Phase 2 CapEx Production Capacity Expansion*

As noted above in *Phase 1* we will be only building-out the first floor of our two story facility, which is approximately half of the facility. Based on current inventory production plans and forecasts we expect to need to have production capabilities in excess of *Phase 1* capacity by May 1, 2017 in order to have additional saleable inventory for August 2017 to meet our patient demand. As such, we estimate that demolition would need to begin no later than March 2017.

The Company anticipates that *Phase 2* will require a capital investment of $9.0 M in total which we anticipate to be used for the following:

| Table xx. Phase 2 CapEx Summary *(in millions)* | |
|---|---|
| ***CapEx*** | |
| Cultivation Facility | $6.0 |
| Other Non-Operable | .5 |
| Processing & Packaging | 1.3 |
| Office Space | 0.2 |
| Oil Extraction Lab | - |
| Dispensaries | 1.0 |
| **Total CapEx** | **$9.0** |

Based on current projections the Company plans on funding the *Phase 2* expansion over a 3-year period with internally generated Company profits. However, as GML is dedicated to keeping medicine on the shelf for patients at all time with ample inventory supply we do realize that if patient demand does increase much more rapidly than expected that we may realize that due to this tight timeline that if demand pickups quicker than anticipated that the Company may need to seek financing. This is due to the fact that there is a 6-months lag between CapEx spend and revenues generates from the sale of inventory produced, and secondly because of the close proximity of when Phase 1 is complete and when we are expecting Phase 2 to begin, specifically in Years 2016 and 2017 as in year after GLM become cash flow healthy due to size of the production facility and attractive margins. As such the Company has contemplated and will closely monitor demand and production, planning, and forecasting to ensure proper measures are taken to anticipate capital needs eliminating the risk of being unable to have medicine supply for patients. The Company has and is contemplating the following to mitigate any potential risk related to this:

- Gradual On-Ramp – We plan on adding space and equipment as the production forecast justifies it. We will not be building out the entire facility at once.
- Equipment Lease or Financing – We will work with equipment providers and financing companies on identifying options available to GLM. We feel we have some leverage here due to our buying power and the size of our facility compared all others across the nation in legalized markets.
- Cash and working capital management – We will tightly monitor and manage cash flows, operating expenses, headcount, inventory levels, and payment terms with vendors.
- Bridge and working Capital Loans – We have relationships with private qualified investors and will further develop relationships with financial institutions open to providing short-term financing to GLM should we ever need it. It is worth noting that GLM and the medical marijuana investment opportunity was received well by our investors, and we believe this demand is still there.
- Shareholders – The Company can call on current shareholders to provide short-term financing, as was done during the *Pre-Application* process as the capitalization structure was being finalized.

- GLM Equity Raise – When negotiating capital and operating agreements we were aware of potential for this situation and and as such the agreement allows to raise an additional $5.0 M

MCIA
COMPASSION • CONTROL • RELIEF

| Invoice # |
| --- |
| 2015-01 |

Bill To:
Great Lake Medicinal

| Description | Amount |
| --- | --- |
| 2015 Annual Dues<br><br>**BALANCE DUE:**<br><br>Please remit payment to the following:<br><br>**Patrick McCarthy**<br>**194 Washington Ave**<br>**Suite 420**<br>**Albany, NY 12210** | $10,000 |
| PAID | **PAID** |

Dr. Harold C. Smith

(7)

**Consultant Agreement**

This Agreement is made between Great Lakes Medicinals LLC a New York limited liability company with offices at 7 Woodfield Drive, Rochester NY 14580 ("Company" or "GLM") and Dr. Harold C. Smith residing at 1056 Farnsworth Road South, Rochester NY 14642 ("Dr. Smith"). Company and Dr. Smith may also be referred to herein individually as a "Party" and collectively as the "Parties". The engagement of Dr. Smith by Company as a consultant will be subject to the terms and conditions set forth below ("Engagement").

1. Scope of Work; Responsibilities. The Company will engage Dr. Smith to assist and advise it in the process of procuring from the State of New York ("NYS") a registration and license as a registered organization under NYS Public Health Sec. 3364 ("Registration") to provide patients with safe and consistent medical grade Cannabis based alternative medicine products ("Products"); advise management of the Company on the establishment, structure, and identification of candidates for membership for the GLM Scientific Advisory Board. Dr. Smith will also advise the Company on scientific issues to enhance and develop the Products and the Company's business. Specifically, Dr. Smith will produce for the Company a comprehensive description and structure for a research program ("Comprehensive Research Program") to be implemented on GLP's receipt of a grant for Registration by NYS. Dr. Smith shall also be designated as the Director of the Company's Scientific Advisory Board ("SAB") and shall assemble a group of suitable candidates for membership in the SAB. In addition, the Company shall have the rights to use Dr. Smith's. The Company shall be permitted to use the biographic information of Dr. Smith and the other SAB member candidates as part of the Company's application for Registration.

2. Compensation; Further Considerations. The Company shall compensate Dr. Smith as follows:

i. Dr. Smith shall receive a payment of a fee of $7500.00 for his work in support of the Company's application for the Registration. The fee shall be paid to Dr. Smith in two installments; the first is $3500.00 on commencement of the engagement (which amount has been paid) and the second installment of $4000.00 to be paid at the conclusion of the required work for the Registration.

ii. In addition to the foregoing, Dr. Smith shall be entitled to additional compensation of $7500.00 upon the grant by NYS of a Registration to the Company.

Such compensation shall be full consideration for Dr. Smith's services hereunder regardless of any additional time that you may devote. Dr. Smith will invoice Company for payments and payment shall be made on a net thirty (30) day basis upon Company's receipt of invoice and acceptance of the deliverable associated with the invoice.

On granting of the Registration to the Company, the Parties shall negotiate in good faith a long term advisory arrangement for Dr. Smith with appropriate terms and compensation for his services and reasonable non-compete provisions consistent with his continued association with the University of Rochester ("UR")

3. Expense Reimbursement. Dr. Smith will be entitled to reimbursement from the Company in accordance with Company policies and procedures for all reasonable out of pocket expenses incurred in performing the Engagement upon submission to the Company of an expense report as may be requested by Company to substantiate such expenses. Dr. Smith shall obtain prior approval from the Company of expenditures greater than $500 in advance.

4. Term. The Term of this Agreement will continue thereafter for a period of two (2) years commencing on the date of execution. It may be renewed, modified and/or extended on the mutual written agreement of the Parties. The Company agrees that on grant of the Registration it will revisit the Agreement with Dr. Smith when licenses and set up a long term research program either as a consultant or employee as may be mutually acceptable.

5. Work Product/Non-Compete. Work Product produced by Dr. Smith or in which Dr. Smith participated during the period of the Engagement including reports, presentations, research, test results, analysis and reports shall be the property of the Company and all rights of ownership in such material shall belong to the Company.

Dr. Smith shall not during the term of his Engagement work for or assist in anyway any other applicant seeking to be a registered organization under the NYS Public Health Bill Sec. 3364 in NYS.

6. Confidentiality. The Parties have entered into a Mutual Non-Disclosure Agreement dated February 6, 2015 ("CDA"). This CDA shall remain binding and in effect for the Term of this Consulting Agreement and thereafter as provided in the CDA.

7. Inventions.

(a) Subject to his obligations to the University of Rochester as a member of their faculty, Dr. Smith agrees that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or

design that results from any work performed by Dr. Smith for the Company will be assigned to the Company the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

(b) Dr. Smith has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design conceived and/or develop entirely on his own time without using the Company's equipment, supplies, facilities or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design results from any work performed by him for the Company.

8. Assignment. This Agreement requires the performance of personal services by Dr. Smith and shall not be assigned in whole or in part without the Company's prior written approval, and any attempted such assignment, delegation or transfer without such consent shall be null and void.

9. Notices. All notices and other communications required or permitted to be given hereunder, if in written form, will be deemed given two days after deposit in the U.S. mail, postage prepaid and addressed to the parties at their respective addresses set forth below (unless by written notice a different person or address shall have been designated).

10. Entire Agreement. This Agreement contains the entire agreement between the Parties and all prior and collateral representations or promises are merged herein. No modification, waiver or termination of any provision contained herein nor any future representation, promise or condition in connection with the subject matter hereof shall be binding upon the Parties unless made in writing, signed by the Parties.

11. Waiver. No waiver by either Party of any breach of any covenant or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision.

12. Law. This Agreement shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws doctrine.

13 Arbitration. Any dispute between the Parties concerning this Agreement or its termination shall be resolved by final and binding arbitration before a neutral arbitrator. The arbitrator shall be selected by mutual agreement or in accordance with the procedures of the American Arbitration Association. Arbitration shall take place in Rochester NY unless otherwise agreed by the Parties in writing.

14. Complete Agreement; Amendments: Prior Agreements. The foregoing is the entire agreement of the Parties with respect to the subject matter hereof

and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto. This Agreement supersedes any and all prior agreements between the Parties hereto with respect to the matters covered hereby.

IN WITNESS WHEREOF, the parties intending to be contractually bound have executed this Agreement on May 28, 2015.

Great Lakes Medicinals LLC

By: _____

Kurt Odenbach:

President

Dr. Harold C. Smith

_____

Consultant

**Term Sheet for Consulting Engagement**
**between**
**Great Lakes Medicinals Inc.**
**and**
**Dr. Harold C. Smith**

**Parties:** The parties are: Great Lakes Medicinals Inc. with an office at 7 Woodfield Dr., Rochester NY 14580 ("GLM"), and Dr. Harold C. Smith ("Dr. Smith"). GLM and Dr. Smith may also be referred to as a "Party" or the "Parties" herein.

**Background:** GLM was formed to be a vertically integrated, patient based provider of safe and consistent medical grade Cannabis based alternative medicine products ("Products") in Western and Central New York State to state registered and licensed medical cannabis patients and caregivers. GLM will develop, market, and sell its products throughout New York State ("NYS"). GLM is currently seeking to be a registered organization under the NYS Public Health Bill Sec. 3364 ("Registration").

Dr. Smith is a recognized leader in the discovery and development of pharmaceuticals and in the analytical processes necessary to assure the quality and consistency of healthcare products for commercial markets. Dr. Smith is also a member of the faculty of the University of Rochester Medical School ("URMC").

**Engagement:** GLM wished to engage Dr. Smith to assist it in procuring the Registration for GLM and in providing certain scientific support to the current and planned activities to enhance and develop the GLM business.

**Tasks:** GLM seeks to have Dr. Smith undertake on its behalf and in support of its management following:

1. Establish and organize the GLM Scientific Advisory Board ("SAB") in collaboration with Dr. George Abraham (Dr. Abraham"). The SAB shall provide advice and guidance to GLM Management and the Board of

Directors ("BOD") on scientific, medical and quality matters relating to the GLM business and Products. Such advice and recommendations shall include target physical conditions that may benefit from cannabis based products, methods of delivery and dosage forms for the Products.

2. Prepare and deliver to GLM a comprehensive research plan ("Research Program") for inclusion for submission with GLM's Registration application which will be submitted by May 29, 2015. The Research Program shall be part of GLM's ongoing operations.

3. Use of Dr. Smith's name as part of and in support of the GLM's application for Registration.

4. Work with Management and Dr. Abraham and other representatives of GLM to obtain URMC's support of GLM and its application for Registration.

Compensation:

- $7,500.00 for pre-licensing matters
  - $3,500.00 to be paid upon commencement
  - $4,000.00 to be paid at the conclusion of required work
  - Pre-licensing matters includes:
    - Comprehensive Research Program to be completed on or before May 24, 2015.
    - Use of Dr. Smith's biography as its Director of the Scientific Advisory Board
    - Assemble a research team and for GLM to use the team's biography's for application purposes
- $7,500.00 upon the license being awarded
- Long-term compensation will be fairly negotiated upon GLM's registration as a Medical Marijuana cultivator and distributor in the State of New York

| | |
|---|---|
| **Expenses:** | **Reimbursed for all reasonable out-of-pocket expenses. Must obtain prior approval from GLM of expenditures greater than $500.00** |
| **Formal Agreement:** | **The arrangements outlined in this Term Sheet are non-binding and set forth the mutually agreed principles for the relationship between GLM and Dr. Smith. It contemplates that the Parties will enter into a definitive mutually acceptable Consulting and Advisory Agreement ("Agreement") based on the terms set forth in herein and such other terms and conditions as are customarily included in agreements of this nature.** |
| **Term/ Future Considerations:** | **The Term of the Agreement shall be for a period of six (6) months commencing on the date of execution. It may be renewed, modified and/or extended on the mutual written agreement of the Parties.**<br><br>**GLM agrees that on grant of the Registration it will revisit the Agreement with Dr. Smith when licensed and set up a long term research program either as a consultant or employee as may be mutually acceptable.** |
| **Work Product/ Non-Compete:** | **Work Product produced by Dr. Smith or in which Dr. Smith participated during the period of the Engagement shall be the property of Dr. Smith and all rights of ownership in such material shall belong to the Dr. Smith. GLM has the right to use said work product in its application to the State of New York. Work Product produced by Dr. Smith, including reports, presentations, research, test results, and analysis will be contemplated further in the long term agreement, which will be negotiated after registration.** |

Dr. Smith shall not during the term of his Engagement work for or assist in any way any other applicant seeking to be a registered organization under the NYS Public Health Bill Sec. 3364 in NYS.

**Independent Contractor:** Dr. Smith shall be an independent contractor and not an employee of GLM

**Applicable Law:** The agreement shall be governed by the Laws of the State of New York.

**Acknowledgment:**

| Great Lakes Medicinals Inc. | Dr. Harold C. Smith |
|---|---|
| By: Kurt B. Odenbach, Esq. | |
| Title: President & General Counsel | |

Security 101

(8)

Security 101 - 8

(8)

Security101
Protecting People, Property & Profits

May 8, 2015

Tim Dollinger
Great Lakes Medicinals ("GLM")

Re: Agreement to Provide Consulting Services

Dear Tim:

This Proposal outlines the terms of the agreement pursuant to which GLM will retain the services of Security101 ("101"), for the delivery of a Security Plan (the "Plan"), an Electronic Security Integration System design, and Security Diagrams ("Diagrams"), to be submitted as part of the Company's application package for business license with the State of New York. Subsequently and upon approval of the License, the Company agrees to maintain the retention of Security 101 for implementation and installation of the Electronic Security Design.

1. List of services:
   a. The Plan will include security policies and procedures consistent with the regulatory requirements of the state of New York for Medical Marijuana establishments; and site security infrastructure, which typically involves, access control systems, electronic surveillance, intrusion and alarm monitoring services.
   b. The Plan will include one specific document for their cultivation facility, and one separate document to be applied to GLM's four dispensary facilities.
   c. 101 will provide a detailed proposal with the engineering and the design of GLM's tailored Electronic Security Integration System and components.
   d. The Diagrams will reflect the security engineering & design, and include a depiction of all the locations and configuration of all security equipment, consistent with how the Plan complies with the requirements related to the securing and monitoring of the premises.
   e. 101 will deliver the written Plan to the Company no later than ~~May 28th 2015~~. May 26th, 2015 TD CG
   f. 101will deliver the Diagrams no later than ~~May 28th 2015~~ provided GLM has provided 101 with final and approved Drawings of the site, both in PDF and CAD formats at least 10 working days before the deadline. May 26th, 2015 TD CG
2. Fees:
   a. The drafting of the two sites'-specific Plans will have a fixed cost of $5000.00
   b. The Security Diagrams will be calculated at an hourly consulting rate of $200.00, which includes all communications with the company in order to understand building drawings, flow and processes and time dedicated to security engineering design and diagrams development.

Very truly yours,

Security 101-Denver
Carlos Guzman
President
Date: 05/08/2015

ACCEPTED AND AGREED

By: Tim Dollinger
Its: Chief Retail and Branding
Date: 5/11/15

# Printing Costs

(9)

Printing Costs – GLM

This amount represents the cost we anticipate to incur to have our application and supporting document printed professionally (hard copy and digital) for final submission to the State of New York Department of Health.

National Cannabis Industry Association
&
MJ Business Daily

(10)

***GLM LLC***

***Transaction Detail of National Cannabis Industry Association & MMJ Business Daily Expenditures***

***July 2014 to December 2015***

| Date | Vendor | Description | Amount | Description Notes |
|---|---|---|---|---|
| 7/23/2014 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 8/4/2014 | National Cannabis Industry | POS Withdrawal EXEVENT LLC | (600) | NCIA Trade Association Event - Manhattan, NYC, August 7, 2014, Event Hotel. Tim Dollinger, Kurt Odenbach, and Harter Secrest & Emery representative (billed seperately through them) |
| 8/25/2014 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 8/29/2014 | MJ Business Daily | POS Withdrawal MJ Business Media | (1,298) | Cannabusiness Conference - November 12 - 14, 2014, Las Vegas, Nevada. John B. Odenbach, Tim Dollinger, Kurt Odenbach, John Bolton, and Harter Secrest & Emery representative (billed seperately through them). |
| 9/23/2014 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 10/23/2014 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 10/24/2014 | MJ Business Daily | POS Withdrawal MJ Business Media | (749) | Cannabusiness Conference - November 12 - 14, 2014, Las Vegas, Nevada. John B. Odenbach, Tim Dollinger, Kurt Odenbach, John Bolton, and Harter Secrest & Emery representative (billed seperately through them). |
| 11/24/2014 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 12/23/2014 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 1/23/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 2/23/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 3/23/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 4/22/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 5/22/2015 | National Cannabis Industry | Point of Sale Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| **Total expenses paid through 6/2/15** | | | **(5,397)** | |
| 6/22/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 7/23/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 8/23/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 9/23/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 10/24/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 11/24/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| 12/25/2015 | National Cannabis Industry | POS Withdrawal NCIA | (250) | Monthly membership fees to National Cannabis Industry Association |
| **Committed expenses through 6/2/15** | | | **(1,750)** | |
| **Grand Total** | | | **(7,147)** | |

Mengel Metzger Barr & Co. LLP

(11)

MMB
MENGEL METZGER BARR & CO. LLP
Certified Public Accountants

May 29, 2015

Great Lakes Medicinals, LLC
c/o Mr. Kurt Odenbach
7 Woodfield Drive
Webster, New York 14580

Dear Mr. Odenbach:

We are pleased to confirm our understanding of the services we are to provide for Great Lakes Medicinals, LLC ("GLM" or "Company"). This letter will confirm the nature and limitations of the services we will provide and the various responsibilities and other terms of the engagement.

We agree to apply procedures to the net worth of GLM's members, collectively, as of a date in May 2015 prepared in accordance with the Company's desire to demonstrate a collective net worth of $10 million to New York State Department of Health ("NYS DOH"), to be included with the Company's application to the NYS DOH Medical Marijuana Program. The procedures we will perform have been agreed to by Mengel Metzger Barr & Co. LLP, Great Lakes Medicinals, LLC, and all of the Company's members, individually (collectively the "specified parties" of this engagement). These agreed-upon procedures are enumerated as follows:

1. Obtain and read the Operating Agreement of the Company and the Contribution Agreement of the Company.

2. Determine the percentages owned by each of the investor groups of the Company, pursuant to the Contribution Agreement, and identify the pro rata share of $10 million in funds required for each investor group.

3. Contact each investor group to obtain bank, investment statements or other proof of available funds, pursuant to the requirements set forth in procedure #2 above.

4. Read bank, investment statements or other proof to determine the existence of each investor group's pro rata share of $10 million in funds.

5. Obtain written representation from each investor group that the investor group's pro rata share of $10 million in funds is available for the purpose of a capital call from the Company.

Our engagement will be conducted in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants. The specified parties listed above are solely responsible for the sufficiency of the agreed-upon procedures for their purposes. Therefore, we make no representation as to the sufficiency of these procedures for the purposes of the specified parties or for any other purpose. The agreed-upon procedures are not designed to constitute an examination or review of the subject matter. Therefore, we will not express reasonable or limited assurance on the subject matter. We have no obligation to perform any procedures beyond those agreed to by the specified parties as enumerated in this letter of engagement. If, for any reason, we are unable to complete the procedures, we will not issue a report as a result of this engagement.

Our procedures are also not designed to detect error or fraud that is immaterial to the subject matter information. However, we will inform you of any material errors or fraud that come to our attention, unless clearly inconsequential. Our responsibility is limited to the period covered by our procedures and does not extend to matters that might arise during any later periods for which we are not engaged. At the conclusion of our engagement, we may also request certain written representations from you about the subject matter information and related matters. We will present a written report listing the procedures and our related findings.

This report will be intended for use by and restricted to the use of the specified parties as identified above, and our report will contain such restricted-use language. We will maintain the confidentiality of your personal information and apply procedures to protect against any unauthorized release of your personal information to third parties.

The members are responsible for selecting and determining the suitability and appropriateness of the criteria upon which the subject matter will be evaluated. The members are responsible for making all financial records and related information available to us. We understand that the members will provide us with the basic information required for our procedures and that they are responsible for the accuracy and completeness of that information.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Raymond J. Jacobi, CPA is the engagement partner for the services specified in this letter. His responsibilities include supervising Mengel Metzger Barr & Co. LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the engagement will be approximately $6,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

The working papers prepared in conjunction with our engagement are the property of Mengel Metzger Barr & Co. LLP, constitute confidential information, and will be retained by us in accordance with our Firm's policies and procedures.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and returning it to us by e-mail. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and the members.

Respectfully,

MENGEL, METZGER, BARR & CO. LLP

Raymond J. Jacobi, CPA
Partner

**********

RESPONSE:

This letter correctly sets forth our understanding.

Great Lakes Medicinals, LLC

Approved by: Kurt Odenbach

Title: President

Date: 5/29/15

Mengel Metzger Barr & Co. LLP - 11

(11)

MMB

MENGEL METZGER BARR & CO. LLP

Certified Public Accountants

May 21, 2015

Mr. Kurt B. Odenbach
Member
Great Lakes Medicinals, LLC
7 Woodfield Drive
Webster, NY 14580

Dear Mr. Odenbach:

You have requested that we audit the financial statements of Great Lakes Medicinals, LLC and Great Lakes Medicinals, Inc., which comprise the balance sheet as of May 22, 2015, and the related statement of operations and changes in shareholders' and members' equity, and cash flows for the period from June 30, 2014 (date of inception) to May 22, 2015 and the related notes to the financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

**Auditor Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. 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.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider 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. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

**Management Responsibilities**

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. To provide us with:
   a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
   b. Additional information that we may request from management for the purpose of the audit; and
   c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the company's auditor;
5. For identifying and ensuring that the company complies with the laws and regulations applicable to its activities; and
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

**Reporting**

We will issue a written report upon completion of our audit of Great Lakes Medicinals, LLC and Great Lakes Medicinals, Inc.'s financial statements. Our report will be addressed to the members of Great Lakes Medicinals, LLC. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

**Other**

We understand that, if applicable, your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Raymond J. Jacobi is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Mengel Metzger Barr & Co. LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will be $7,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

- We will advise you about appropriate accounting principles and their application and will assist the Company in preparing the financial statements and related footnote disclosures for the period from June 30, 2014 (date of inception) to May 22, 2015, based on information in the trial balance and other information that comes to our attention during the course of our engagement.

With respect to any non-attest services we perform, Great Lakes Medicinals, LLC's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Mengel, Metzger, Barr & Co. LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Mengel, Metzger, Barr & Co. LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

MENGEL, METZGER, BARR & CO. LLP

Raymond J. Jacobi

Raymond J. Jacobi, CPA
Partner

**********

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Great Lakes Medicinals, LLC by:

Signature: KTE

Title: President & General Counsel

Mengel Metzger
Barr & Co. LLP - 11

MMB (11)
MENGEL METZGER BARR & CO. LLP
Certified Public Accountants

May 28, 2015

Mr. Kurt Odenbach
President and General Counsel
Great Lakes Medicinals, Inc.
7 Woodfield Drive
Rochester, NY 14580

Dear Mr. Odenbach:

We appreciate the opportunity to provide tax services to Great Lakes Medicinals, Inc. (the "Company" or "you"). This engagement letter is intended to confirm the nature and scope of tax services that Mengel, Metzger, Barr & Co., LLP ("MMB," "we" or "us") will provide to the Company.

With respect to the year ended April 6, 2015, we will prepare the following tax returns for the Company:

1. Federal C Corporation Form 1120
2. New York State Corporation Form CT-3

You agree to file your returns as prepared by MMB without any modification. If modification must be made to the tax returns prior to filing you agree to obtain written approval in advance.

We are required to electronically file your federal and NYS tax returns. In addition, several states require tax returns to be filed electronically. In order for MMB to electronically file your returns, you must complete certain federal and state forms after you have reviewed and approved the tax returns. These forms will be provided to you upon completion of the tax returns and must be provided to us before filing. After receipt of your signed declaration, we will transmit your return to the IRS and states as authorized by your declaration.

Our fee for the tax services described above will be based on our standard rates, plus expenses, which we expect to be between $600 and $900. We also will bill you for reasonable out-of-pocket expenses.

The tax services described above do not include services related to responding to notices or inquiries from federal or state taxing authorities. In addition, the services do not include any additional research time spent related to non-recurring transactions or an all-inclusive state and local tax nexus study, which could result in additional required filings. We would be happy to provide these services if needed. These services will be billed at our standard hourly rates based upon the increased time and expenses incurred.

We ask that Company personnel, to the extent possible, prepare various schedules and analyses for our staff. Should additional work be required on our part to accumulate any schedules, information, calculations, etc., necessary to support the information required to be disclosed in the tax returns, additional fees will be charged at our standard hourly rates based upon the increased time and expenses incurred by our personnel.

We have the expectation that certain information and assistance will be received in a timely manner from the Company. It is important that information requested by us is provided in a complete format. If the requested information required to complete our work is not received according to the agreed-upon timeline, we will consult with you regarding tax payments and extension requests that are required to extend the due date of your tax returns.

Reasonable costs and time spent in connection with examinations by taxing authorities, legal matters or other proceedings related to this engagement such as subpoenas, testimony or consultation involving private litigation or arbitration at your request or by subpoena, are not included in the fees provided for herein and will be billed separately.

This Agreement serves as approval to engage MMB to perform additional services, as may be requested by the Company, during the year ending April 6, 2015 in connection with tax planning and consultation. These services will be billed based on our standard hourly rates. Expenses incurred in connection with performance of additional professional services will also be billed to the Company.

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of his or her tax liability. For corporations and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be shown on the return or $5,000. The penalty is 20 percent of the underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the items tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you wish for us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Since MMB has not been engaged to perform an all-inclusive state and local tax nexus study, we do not represent that filing the state and local returns listed herein will fulfill the state and local income and franchise tax filing obligations of the Company for its year ended April 6, 2015. Please note that if additional filings are determined to be required the proposed fees noted herein will be increased accordingly.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties, interest or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities or other financial accounts having a value exceeding $10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation *and* by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), required by the U.S. Department of the Treasury in order for the form to be received by the Department on or before June 30th of each tax year. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required disclosure statements.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the below categories, or if you have any direct or indirect foreign interests, you may be required to file applicable IRS forms.

- You are an individual or entity with ownership of foreign financial assets and meet the specified criteria (Form 8938);
- You are an officer, director, or shareholder with respect to certain foreign corporations (Form 5471);
- You are a foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472);
- You are a U.S. transferor of property to a foreign corporation (Form 926);
- You are a U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A); or
- You are a U.S. person with interests in a foreign partnership (Form 8865).

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, the confidentiality privilege can be inadvertently waived if the contents of any privileged communication are discussed with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party. As a corporation, you need to be especially careful about privileged communications. If a communication is made in the presence of a corporate employee who is not authorized to act or speak for the corporation in relation to the communication's subject matter, then the communication will be deemed to be made in the presence of a third party and any privilege will be waived.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge your agreement by signing and returning to us a copy of this letter.

We value your business and we are looking forward to many years of providing quality professional services to your Company.

Very truly yours,

MENGEL, METZGER, BARR & CO. LLP

Burton Speer, CPA

Acknowledged:

Great Lakes Medicinals, Inc.

By: _____ Date: 5/28/2015
Kurt Odenbach

MMB (11)
MENGEL METZGER BARR & CO. LLP
Certified Public Accountants

May 28, 2015

Mr. Kurt Odenbach
President and General Counsel
Great Lakes Medicinals, LLC
7 Woodfield Drive
Rochester, NY 14580

Dear Mr. Odenbach:

We appreciate the opportunity to provide tax services to Great Lakes Medicinals, LLC (the "Company" or "you"). This engagement letter is intended to confirm the nature and scope of tax services that Mengel, Metzger, Barr & Co., LLP ("MMB," "we" or "us") will provide to the Company.

With respect to the year ended December 31, 2015, we will prepare the following tax returns for the Company:

1. Federal Partnership Form 1065
2. New York State Partnership Form IT-204

You agree to file your returns as prepared by MMB without any modification. If modification must be made to the tax returns prior to filing you agree to obtain written approval in advance.

We are required to electronically file your federal and NYS tax returns. In addition, several states require tax returns to be filed electronically. In order for MMB to electronically file your returns, you must complete certain federal and state forms after you have reviewed and approved the tax returns. These forms will be provided to you upon completion of the tax returns and must be provided to us before filing. After receipt of your signed declaration, we will transmit your return to the IRS and states as authorized by your declaration.

Our fee for the tax services described above will be based on our standard rates, plus expenses. We also will bill you for reasonable out-of-pocket expenses.

The tax services described above do not include services related to responding to notices or inquiries from federal or state taxing authorities. In addition, the services do not include any additional research time spent related to non-recurring transactions or an all-inclusive state and local tax nexus study, which could result in additional required filings. We would be happy to provide these services if needed. These services will be billed at our standard hourly rates based upon the increased time and expenses incurred.

We ask that Company personnel, to the extent possible, prepare various schedules and analyses for our staff. Should additional work be required on our part to accumulate any schedules, information, calculations, etc., necessary to support the information required to be disclosed in the tax returns, additional fees will be charged at our standard hourly rates based upon the increased time and expenses incurred by our personnel.

We have the expectation that certain information and assistance will be received in a timely manner from the Company. It is important that information requested by us is provided in a complete format. If the requested information required to complete our work is not received according to the agreed-upon timeline, we will consult with you regarding tax payments and extension requests that are required to extend the due date of your tax returns.

Reasonable costs and time spent in connection with examinations by taxing authorities, legal matters or other proceedings related to this engagement such as subpoenas, testimony or consultation involving private litigation or arbitration at your request or by subpoena, are not included in the fees provided for herein and will be billed separately.

This Agreement serves as approval to engage MMB to perform additional services, as may be requested by the Company, during the year ending December 31, 2015 in connection with tax planning and consultation. These services will be billed based on our standard hourly rates. Expenses incurred in connection with performance of additional professional services will also be billed to the Company.

The law provides for a penalty to be imposed where a taxpayer makes a substantial understatement of his or her tax liability. For corporations and individual taxpayers, a substantial understatement exists when the understatement for the year exceeds the greater of 10 percent of the tax required to be shown on the return or $5,000. The penalty is 20 percent of the underpayment. Taxpayers other than "tax shelters" may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the items tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you wish for us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is "substantial authority" for the position proposed to be taken on such issues in your returns.

Since MMB has not been engaged to perform an all-inclusive state and local tax nexus study, we do not represent that filing the state and local returns listed herein will fulfill the state and local income and franchise tax filing obligations of the Company for its year ended December 31, 2015. Please note that if additional filings are determined to be required the proposed fees noted herein will be increased accordingly.

Our work in connection with the preparation of your income tax returns does not include any procedures designed to discover fraud, defalcations, or other irregularities, should any exist.

We will use our professional judgment in preparing your returns. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties, interest or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities or other financial accounts having a value exceeding $10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation *and* by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), required by the U.S. Department of the Treasury in order for the form to be received by the Department on or before June 30th of each tax year. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required disclosure statements.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the below categories, or if you have any direct or indirect foreign interests, you may be required to file applicable IRS forms.

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- You are an officer, director, or shareholder with respect to certain foreign corporations (Form 5471);
- You are a foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472);
- You are a U.S. transferor of property to a foreign corporation (Form 926);
- You are a U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A); or
- You are a U.S. person with interests in a foreign partnership (Form 8865).

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, the confidentiality privilege can be inadvertently waived if the contents of any privileged communication are discussed with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party. As a corporation, you need to be especially careful about privileged communications. If a communication is made in the presence of a corporate employee who is not authorized to act or speak for the corporation in relation to the communication's subject matter, then the communication will be deemed to be made in the presence of a third party and any privilege will be waived.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge your agreement by signing and returning to us a copy of this letter.

We value your business and we are looking forward to many years of providing quality professional services to your Company.

Very truly yours,

MENGEL, METZGER, BARR & CO. LLP

Burton Speer, CPA

Acknowledged:

Great Lakes Medicinals, LLC

By: _____
Kurt Odenbach

Date: 5/29/2015

Mirus Group

(12)

July 7, 2014
**Great Lakes Medicinals**
Attn: Tim Dollinger

# ESTIMATE 1

## Project: Branding for Great Lakes Medicinals

**Logo Design** **$1,000**

Great Lakes Medicinals is a company that is striving to acquire a license for growing medical marijuana. Once the license is obtained, they would specialize in hydroponically growing and selling medical marijuana in the Western NY region.

The logo needs to represent natural medicine and healing, while also indicating honor, trustworthiness, consistency and reliability. Blue and Green will be the primary color palette.

**Imagery that will be explored in the logo design include (but are not limited to) :**

- A Coat of Arms
- Reference to a Marijuana Leaf
- The Greek Medical Symbol (Caduceus)
-The Great Lakes (a map or some other visual)
- Water/Hydroponics

3-4 Design options will be presented with a single direction chosen to proceed to final art.

**Final deliverables will include 2 versions of the logo:**

1. The entire name spelled out (Great Lakes Medicinals)
2. A simplified, discrete version using only the abbreviation (GLM)

Both logos will be delivered in all necessary sizes and file formats.

~~**Business Cards**~~ ~~**$300**~~

Business cards will be designed incorporating the new logo and contact information for up to 5 people.

**Final deliverable - electronic files which will be supplied to the print vendor.**

*Estimate does not include print costs. Includes 2-3 rounds of revisions but if the project grows considerably in scope, a new estimate will be submitted. Mirus Group will clearly communicate if such a situation is approaching.*

Approved by: Kurt B. Odenbach Date: 7/8/2014

This proposal should be considered private and confidential and may not be shared with any third party without the prior written permission of Mirus Group LLC.

1173 PITTSFORD-VICTOR ROAD
BUILDING 6, SUITE 200
PITTSFORD, NEW YORK 14534

585.899.3903 PHO
585.899.6645 FAX

www.mirus-group.com

Tierra Stonewell

(13)

**Consultant Agreement**

This Agreement is made between Great Lakes Medicinals LLC a corporation with offices at 7 Woodfield Drive, Rochester NY 14580 ("Company" or "GLM") and Tiera Stonewell residing at 5688 Martz Road, Farmington, NY 14425 ("Consultant"). Company and Consultant may also be referred to herein individually as a "Party" and collectively as the "Parties". The engagement of Consultant by Company as a consultant will be subject to the terms and conditions set forth below ("Engagement").

1. Scope of Work; Responsibilities. The Company will engage Consultant to assist and advise it in the process of procuring from the State of New York ("NYS") a registration and license as a registered organization under NYS Public Health Sec. 3364 ("Registration") to provide patients with safe and consistent medical grade Cannabis based alternative medicine products ("Products"); advise management of the Company on the establishment, structure, and identification of candidates for membership for the GLM Cultivation Team. Consultant will also advise the Company on cultivation issues to enhance and develop the Products and the Company's business. Consultant shall also be designated as the Director of Cultivation & Quality Control. The Company shall be permitted to use the biographic information of Consultant as part of the Company's application for Registration.

2. Compensation; Further Considerations. The Company shall compensate Consultant as follows:

i. Consultant has been involved with Company to assist in preparing and obtaining Registration for which Consultant shall be compensated $1,000.00.

ii. Upon successfully being awarded a license, Consultant shall become Director of Cultivation & Quality Control as long as a fair market value compensation rate is negotiated and agreed to in good faith.

Such compensation shall be full consideration for Consultant's services hereunder regardless of any additional time that may be devoted.

On granting of the Registration to the Company, the Parties shall negotiate in good faith a long term employment arrangement for Consultant with appropriate terms and compensation for Consultant's services.

3. Expense Reimbursement. Consultant will be entitled to reimbursement from the Company in accordance with Company policies and procedures for all reasonable out of pocket expenses incurred in performing the Engagement upon

submission to the Company of an expense report as may be requested by Company to substantiate such expenses. Consultant shall obtain prior approval from the Company of expenditures greater than $500 in advance.

4. Term. The Term of this Agreement will continue thereafter for a period of two (2) years commencing on the date of execution. It may be renewed, modified and/or extended on the mutual written agreement of the Parties.
The Company agrees that on grant of the Registration it will revisit the Agreement with Consultant, when licensed, and set up a long term employment arrangement either as a consultant or employee, as may be mutually acceptable.

5. Work Product/Non-Compete. Work Product produced by Consultant or in which Consultant participated during the period of the Engagement including reports, presentations, research, test results, and analysis shall be the property of the Company and all rights of ownership in such material shall belong to the Company.

Consultant shall not during the term of the Engagement work for or assist in anyway any other applicant seeking to be a registered organization under the NYS Public Health Bill Sec. 3364 in NYS.

6. Confidentiality. The Parties agree to keep all information shared between the parties confidential for the remainder of this agreement.

7. Inventions. Consultant has no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design conceived and/or develop entirely on Consultant's own time without using the Company's equipment, supplies, facilities or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design results from any work performed by Consultant for the Company.

8. Assignment. This Agreement requires the performance of personal services by Consultant and shall not be assigned in whole or in part without the Company's prior written approval, and any attempted such assignment, delegation or transfer without such consent shall be null and void.

9. Notices. All notices and other communications required or permitted to be given hereunder, if in written form, will be deemed given two days after deposit in the U.S. mail, postage prepaid and addressed to the parties at their respective addresses set forth below (unless by written notice a different person or address shall have been designated).

10. Entire Agreement. This Agreement contains the entire agreement between the Parties and all prior and collateral representations or promises are merged herein. No modification, waiver or termination of any provision contained

herein nor any future representation, promise or condition in connection with the subject matter hereof shall be binding upon the Parties unless made in writing, signed by the Parties.

11. Waiver. No waiver by either Party of any breach of any covenant or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant or provision.

12. Law. This Agreement shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws doctrine.

13 Arbitration. Any dispute between the Parties concerning this Agreement or its termination shall be resolved by final and binding arbitration before a neutral arbitrator. The arbitrator shall be selected by mutual agreement or in accordance with the procedures of the American Arbitration Association. Arbitration shall take place in Rochester, NY unless otherwise agreed by the Parties in writing.

14. Complete Agreement; Amendments: Prior Agreements. The foregoing is the entire agreement of the Parties with respect to the subject matter hereof and may not be amended, supplemented, canceled or discharged except by written instrument executed by both parties hereto. This Agreement supersedes any and all prior agreements between the Parties hereto with respect to the matters covered hereby.

IN WITNESS WHEREOF, the parties intending to be contractually bound have executed this Agreement on May 30 2015.

Great Lakes Medicinals LLC

By: _____

Kurt Odenbach:

President & General Counsel

Tiera Stonewell

_____

Consultant

# Wilmorite

(14)

# AIA® Document C132™ – 2009

## *Standard Form of Agreement Between Owner and Construction Manager as Adviser*

**AGREEMENT** made as of the day of in the year Two Thousand Fifteen(2015)
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

1265 Scottsville Road
Rochester, NY 14624

and the Construction Manager:
*(Name, legal status, address and other information)*

Wilmorite Construction, LLC
1265 Scottsville Road
Rochester, NY 14624

for the following Project:
*(Name, location and detailed description)*

Building 350, Kodak Park
4 Retail Locations (TBD)

The Architect:
*(Name, legal status, address and other information)*

Bergmann Associates
28 E. Main Street
200 First Federal Building
Rochester, NY 14609

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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**User Notes:** (1632727383)

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7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**§ 1.1.1** The Owner's program for the Project:
*(Identify documentation or state the manner in which the program will be developed.)*

The Program will be developed by the Owner with Consultant input.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

See attached Exhibit A

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

TBD

**§ 1.1.4** The Owner's anticipated design and construction schedule:

**.1** Design phase milestone dates, if any:

TBD



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.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

**§ 1.1.5** The Owner intends the following procurement method for the Project:
*(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)*

Negotiated Fee/Open Book. Competitive bid when schedule allows.

**§ 1.1.5.1** All costs will be transparent and reported on a regular basis and contracts will be reviewed/approved by managing partner of the founder's group prior to execution.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
*(List number and type of bid/procurement packages.)*

N/A

**§ 1.1.7** Other Project information:
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.5:
*(List name, address and other information.)*

John B. Odenbach
Great Lakes Medicinal, Inc.
7 Woodfield Drive
Webster, NY 14580

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
*(List name, address and other information.)*

**§ 1.1.10** Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors: N/A
*(List name, legal status, address and other information.)*

.1 Land Surveyor:

TBD (if required)


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.2 Geotechnical Engineer:

TBD (if required)

.3 Civil Engineer:

TBD (if required)

.4 Other:
*(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)*

**§ 1.1.11** The Construction Manager identifies the following representative in accordance with Section 2.4:
*(List name, address and other information.)*

James E. McKenna
Wilmorite Construction, LLC
1265 Scottsville Road
Rochester, NY 14624

**§ 1.1.12** The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
*(List any specific requirements and personnel to be included in the staffing plan, if known.)*

**§ 1.1.13** The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
*(List name, legal status, address and other information.)*

Wilmorite Construction, LLC
1265 Scottsville Road
Rochester, NY 14624

.2 Other consultants:

**§ 1.1.14** The Construction Manager's consultants retained under Additional Services:

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TBD

**§ 1.1.15** Other Initial Information on which the Agreement is based:

TBD

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

**§ 2.1** The Construction Manager shall provide the services as set forth in this Agreement.

**§ 2.2** The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

**§ 2.3** The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

**§ 2.4** The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

**§ 2.5** Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

**§ 2.6** The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 2.6.1** Comprehensive General Liability with policy limits of not less than ($ ) for each occurrence and in the aggregate for bodily injury and property damage. **See Rider #1**

**§ 2.6.2** Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ($ ) combined single limit and aggregate for bodily injury and property damage. **See Rider #1**

**§ 2.6.3** The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

**§ 2.6.4** Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ($ ). **See Rider #1**

**§ 2.6.5** Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ($ ) per claim and in the aggregate. **See Rider #1**

**§ 2.6.6** The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. **See Rider #1**

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## ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

### § 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.1.1 The Chief Operating Officer, John B. Odenbach, has final say on all matters related to construction. If not John B. Odenbach, then final say will come from another member of the founder's group, as defined by Great Lakes Medicinal's Operating Agreement.

### § 3.2 Preconstruction Phase

**§ 3.2.1** The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

**§ 3.2.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

**§ 3.2.3** The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

**§ 3.2.4** Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

**§ 3.2.5** The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 3.2.6** The Construction Manager shall strive to meet diversity goals as set forth by DASNY and the State of New York.

**§ 3.2.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

**§ 3.2.8** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

**§ 3.2.9** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services

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for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

**§ 3.2.10** The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

**§ 3.2.11** The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

**§ 3.2.12** The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

**§ 3.2.13** The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

**§ 3.2.14**

**§ 3.2.15** The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

**§ 3.2.16** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

**§ 3.2.17** Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

**§ 3.2.18** The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

**§ 3.2.19**

**§ 3.2.20** The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

**§ 3.2.21** The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

**§ 3.2.22** T

**§ 3.3 Construction Phase Administration of the Construction Contract**

**§ 3.3.1** Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.3.2** The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

**§ 3.3.3** The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA

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Document A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

**§ 3.3.4** The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

**§ 3.3.5** Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

**§ 3.3.6** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

**§ 3.3.7** Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

**§ 3.3.8** The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

**§ 3.3.9** The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

**§ 3.3.10** The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

**§ 3.3.11** The Construction Manager shall develop cash flow reports and forecasts for the Project.

**§ 3.3.12** The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

**§ 3.3.12.1** The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

**§ 3.3.12.2** Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives


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each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

**§ 3.3.12.3** The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

**§ 3.3.12.4** The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.3.13** The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

**§ 3.3.14** The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

**§ 3.3.15** The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.


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**§ 3.3.16** The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

**§ 3.3.17** The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

**§ 3.3.18** The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

**§ 3.3.19** Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

**§ 3.3.20** The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

**§ 3.3.20.1** The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- **.4** Request for information, Change Order, and Construction Change Directive status reports;
- **.5** Tests and inspection reports;
- **.6** Status report of nonconforming and rejected Work;
- **.7** Daily logs;
- **.8** Summary of all Multiple Prime Contractors' Applications for Payment;
- **.9** Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- **.10** Cash-flow and forecast reports; and
- **.11** Any other items the Owner may require:

**§ 3.3.20.2** In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- **.1** Contractor's work force report;
- **.2** Equipment utilization report;
- **.3** Cost summary, comparing actual costs to updated cost estimates; and
- **.4** Any other items as the Owner may require:

**§ 3.3.21** Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop


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Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

**§ 3.3.22** The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

**§ 3.3.23** With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

**§ 3.3.24** When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

**§ 3.3.25** When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

**§ 3.3.26** The Construction Manager shall forward to the Owner, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

**§ 3.3.27** The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

**§ 3.3.28** Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

**§ 3.3.29** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 ADDITIONAL SERVICES N/A

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

*(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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| Services | Responsibility (Construction Manager, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|---|---|
| § 4.1.1 Measured drawings | O | |
| § 4.1.2 Architectural interior design (B252™–2007) | O/CM | |
| § 4.1.3 Tenant-related services | O | |
| § 4.1.4 Commissioning (B211™–2007) | CM | |
| § 4.1.5 LEED® certification (B214™–2007) | CM | |
| § 4.1.6 Furniture, furnishings, and equipment design (B253™–2007) | CM | |
| | | |

**§ 4.2** Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

**§ 4.3.1** Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.4 Preparation for, and attendance at, a public presentation, meeting or hearing;

.5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

.7 Assistance to the Initial Decision Maker, if other than the Architect; or

.8 Service as the Initial Decision Maker.

**§ 4.3.2** To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

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**§ 4.3.3** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

**§ 5.3** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

**§ 5.5** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

**§ 5.6** Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.7** Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

**§ 5.9**

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.


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§ 5.11

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.3 implement any other mutually acceptable alternative.

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## ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

**§ 8.1.4** The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.


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**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

**§ 8.3 Arbitration**
**§ 8.3.1**

*(Paragraphs deleted)*

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.


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**§ 9.7.1** In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

**§ 9.7.2** In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

**§ 10.3** The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

**§ 10.4** If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

**§ 10.6** Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

**§ 10.8** If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.


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## ARTICLE 11 COMPENSATION

**§ 11.1** For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

**§ 11.1.1** For Preconstruction Phase Services in Section 3.2:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

**§ 11.1.2** For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

0% all cost to be reimbursed at cost or rate as specified in this agreement

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

5% of all construction and design costs

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation.)*

**§ 11.4** Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent ( %), or as otherwise stated below:

**§ 11.5** The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate ($0.00) |
|---|---|
| President | $ 0.00 |
| Vice President | $ 150.00 |
| Project Manager | $ 125.00 |
| Superintendent | $ 95.00 |
| Field Engineer | $ 75.00 |
| Administrative Assistant | $ 45.00 |

**§ 11.6 Compensation for Reimbursable Expenses**

**§ 11.6.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

.4 Printing, reproductions, plots, standard form documents;

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.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

**§ 11.6.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.7 Payments to the Construction Manager**

**§ 11.7.1** An initial payment of ($ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.7.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
*(Insert rate of monthly or annual interest agreed upon.)*

%

**§ 11.7.3** The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.7.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 13.2** This Agreement is comprised of the following documents listed below:

.1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

.4 Other documents:
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*


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**User Notes:** (1632727383)

This Agreement is entered into as of the day and year first written above.

**OWNER:** **CONSTRUCTION MANAGER: WILMORITE CONSTRUCTION, LLC**

| | |
|---|---|
| **OWNER** *(Signature)* | **CONSTRUCTION MANAGER** *(Signature)* |
| *(Printed name and title)* | James E. McKenna, Vice President<br>*(Printed name and title)* |

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# *Additions and Deletions Report for*
## *AIA® Document C132™ – 2009*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:28:33 on 05/29/2015.

**PAGE 1**

**AGREEMENT** made as of the day of in the year Two Thousand Fifteen(2015)

...

1265 Scottsville Road
Rochester, NY 14624

...

Wilmorite Construction, LLC
1265 Scottsville Road
Rochester, NY 14624

...

Building 350, Kodak Park
4 Retail Locations (TBD)

...

Bergmann Associates
28 E. Main Street
200 First Federal Building
Rochester, NY 14609

**PAGE 2**

The Program will be developed by the Owner with Consultant input.

...

See attached Exhibit A

...

TBD

...

TBD

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**PAGE 3**

TBD

...

TBD

...

Negotiated Fee/Open Book. Competitive bid when schedule allows.

**§ 1.1.5.1** All costs will be transparent and reported on a regular basis and contracts will be reviewed/approved by managing partner of the founder's group prior to execution.

...

N/A

...

John B. Odenbach
Great Lakes Medicinal, Inc.
7 Woodfield Drive
Webster, NY 14580

...

**§ 1.1.10** Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors: N/A

...

TBD (if required)

**PAGE 4**

TBD (if required)

...

TBD (if required)

...

James E. McKenna
Wilmorite Construction, LLC
1265 Scottsville Road
Rochester, NY 14624

...

Wilmorite Construction, LLC
1265 Scottsville Road
Rochester, NY 14624

**PAGE 5**

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TBD

...

TBD

...

**§ 2.6.1** Comprehensive General Liability with policy limits of not less than ($ ) for each occurrence and in the aggregate for bodily injury and property damage. **See Rider #1**

**§ 2.6.2** Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ($ ) combined single limit and aggregate for bodily injury and property damage. **See Rider #1**

...

**§ 2.6.4** Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ($ ). **See Rider #1**

**§ 2.6.5** Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ($ ) per claim and in the aggregate. **See Rider #1**

**§ 2.6.6** The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. **See Rider #1**

**PAGE 6**

§ 3.1.1 The Chief Operating Officer, John B. Odenbach, has final say on all matters related to construction. If not John B. Odenbach, then final say will come from another member of the founder's group, as defined by Great Lakes Medicinal's Operating Agreement.

...

**§ 3.2.6** The Construction Manager shall ~~prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.~~ strive to meet diversity goals as set forth by DASNY and the State of New York.

**PAGE 7**

**§ 3.2.14** ~~The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.~~

...

**§ 3.2.19** ~~The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project~~

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~~schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.~~

...

**§ 3.2.22** ~~The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.~~
T

**PAGE 9**

**§ 3.3.13** The Construction ~~Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction~~ Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

...

**§ 3.3.15** The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

**PAGE 11**

**§ 3.3.26** The Construction Manager shall forward to the Owner, ~~with a copy to the Architect,~~ the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

...

**ARTICLE 4 ADDITIONAL SERVICES N/A**

**PAGE 12**

| | | |
|---|---|---|
| **§ 4.1.1** Measured drawings | O | |
| **§ 4.1.2** Architectural interior design (B252™–2007) | O/CM | |
| **§ 4.1.3** Tenant-related services | O | |
| **§ 4.1.4** Commissioning (B211™–2007) | CM | |

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| | | |
|---|---|---|
| § 4.1.5 LEED® certification ~~(B214™–2012)~~(B214™–2007) | CM | |
| § 4.1.6 Furniture, furnishings, and equipment design (B253™–2007) | CM | |

**PAGE 13**

§ 5.9 ~~The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

**PAGE 14**

§ 5.11 ~~The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.~~

...

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's ~~judgment as a person or entity familiar with the construction industry.~~ judgment. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

**PAGE 16**

[ X ] Litigation in a court of competent jurisdiction

...

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

**PAGE 18**

0% all cost to be reimbursed at cost or rate as specified in this agreement

...

5% of all construction and design costs

...

| | |
|---|---|
| President | $ 0.00 |
| Vice President | $ 150.00 |
| Project Manager | $ 125.00 |
| Superintendent | $ 95.00 |
| Field Engineer | $ 75.00 |
| Administrative Assistant | $ 45.00 |

**PAGE 19**

**§ 11.6.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent ( 0 %) of the expenses incurred.

...

N/A

...

N/A

**PAGE 20**

This Agreement is entered into as of the day and year first written above.

**OWNER:** **CONSTRUCTION MANAGER: WILMORITE CONSTRUCTION, LLC**

...

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(14)

James E. McKenna, Vice President

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# Certification of Document's Authenticity

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:28:33 on 05/29/2015 under Order No. 4036448619_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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**User Notes:** (1632727383)

This Agreement is entered into as of the day and year first written above.

| OWNER: | CONSTRUCTION MANAGER: WILMORITE CONSTRUCTION, LLC |
|---|---|
| OWNER *(Signature)* | CONSTRUCTION MANAGER *(Signature)* |
| Kurt Odenbach, President<br>*(Printed name and title)* | James E. McKenna, Vice President<br>*(Printed name and title)* |

Init. /

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(Signed) Jon E Mike.

VICE PRESIDENT OF CONSTRUCTION
(Title)

5-28-15
(Dated)

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GREAT LAKES

MEDICINALS

# ATTACHMENT H

Security Plan

# Contents


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Primary Security System Vendor ..... 2

Security 101 ..... 2

Secondary Security System Vendor ..... 4

Doyle Security Systems ..... 4

Security 101 Security Plan ..... 12

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Cultivation/Manufacturing Facility First Floor ..... 25

Cultivation/Manufacturing Facility Second Floor ..... 26

Cultivation/Manufacturing Facility Mezzanine ..... 27

Rochester Dispensary Security Floorplan Overlay ..... 28

Syracuse Dispensary Security Floorplan Overlay ..... 29

Binghamton Dispensary Security Floorplan Overlay ..... 30

Yonkers Dispensary Security Floorplan Overlay ..... 31

# ATTACHMENT H—SECURITY PLAN

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

## Security 101 Security Plan

Below is a security plan that has been developed for Great Lakes Medicinals facilities. The security plan was developed by Security 101, and is intended to meet all requirements per the State of New York regulations.

---

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

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

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

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

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

GREAT LAKES

MEDICINALS

# ATTACHMENT I

Financial Statement

# Contents

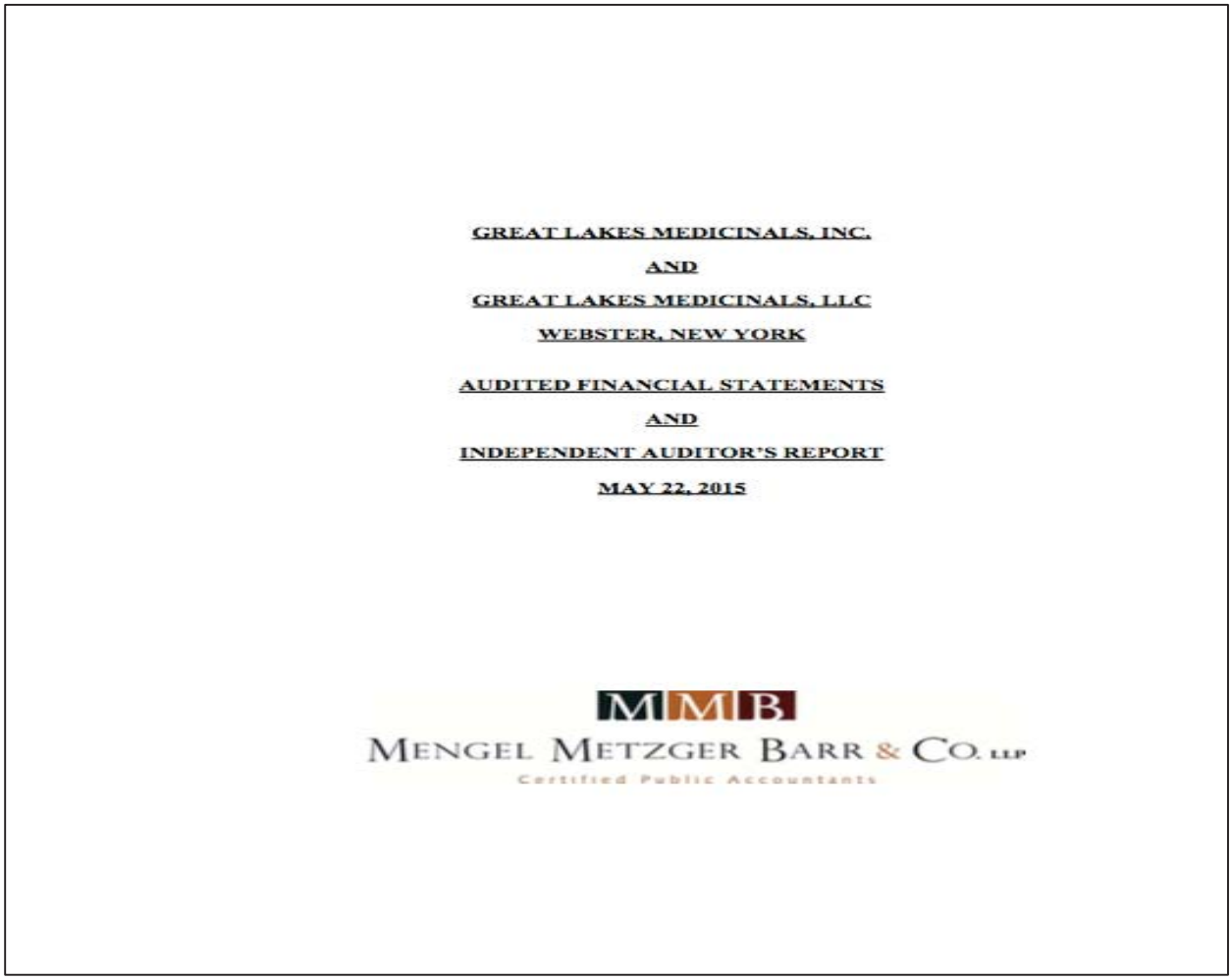
Financial Statement Prepared by Independent CPA .....2

# ATTACHMENT I—FINANCIAL STATEMENT

Below is the most recent financial statement for Great Lakes Medicinals in accordance with generally accepted accounting principles (GAAP). The financial statement has been certified by an independent certified public account (CPA). Included in the financial statement is a balance sheet as of the end of the applicant's last fiscal year and income statement for the past two fiscal years, or such shorter period of time as the applicant has been in operation.

The financial statement was prepared by Mengel, Metzger Barr & Co. LLP

## Financial Statement Prepared by Independent CPA



GREAT LAKES MEDICINALS, INC.

AND

GREAT LAKES MEDICINALS, LLC

WEBSTER, NEW YORK

AUDITED FINANCIAL STATEMENTS

AND

INDEPENDENT AUDITOR'S REPORT

MAY 22, 2015

MMB

MENGEL METZGER BARR & CO. LLP

Certified Public Accountants

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| Statement of Changes in Shareholders' Equity and Members' Deficit | 7 |
| Statement of Cash Flows | 8 |
| Notes to Financial Statements | 9 |

MENGEL METZGER BARR & CO. LLP

Certified Public Accountants

# INDEPENDENT AUDITOR'S REPORT

To the Members
Great Lakes Medicinals, LLC

**Report on the Financial Statements**

We have audited the accompanying financial statements of Great Lakes Medicinals, Inc. and of Great Lakes Medicinals, LLC, which comprise the balance sheet as of May 22, 2015, and the related statements of operations, changes in shareholders' equity/members' deficit, and cash flows for the period from June 30, 2014 (date of inception) to May 22, 2015 and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



100 Chestnut Street | Suite 1200 | Rochester, NY 14604 | P 585.423.1860 | F 585.423.5966 | mengelmetzgerbarr.com
Additional Offices: Elmira, NY - Canandaigua, NY - Hornell, NY - An Independent Member of the BDO Seidman Alliance

WE VALUE YOUR FUTURE

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Great Lakes Medicinals, LLC as of May 22, 2015, and the results of its operations and the operations of Great Lakes Medicinals, Inc. and their cash flows for the period from June 30, 2014 (date of inception) to May 22, 2015 in accordance with accounting principles generally accepted in the United States of America.

Mengel, Metzger, Barr & Co. LLP

Rochester, New York
June 2, 2015

GREAT LAKES MEDICINALS, LLC

BALANCE SHEET

MAY 22, 2015

ASSETS

| | | |
|---|---|---|
| CURRENT ASSETS | | |
| Cash | | $ 8,269 |
| | TOTAL CURRENT ASSETS | 8,269 |
| PROPERTY, MACHINERY AND EQUIPMENT | | |
| Construction in progress | | 48,000 |
| OTHER ASSETS | | |
| Security deposit | | 1,611 |
| | | $ 57,880 |

LIABILITIES AND MEMBERS' DEFICIT

| | | |
|---|---|---|
| CURRENT LIABILITIES | | |
| Accrued expenses | | $ 156,559 |
| Short-term note payable to members | | 93,000 |
| | TOTAL CURRENT LIABILITIES | 249,559 |
| MEMBERS' DEFICIT | | |
| Members' deficit | | (191,679) |
| | | $ 57,880 |

The accompanying notes are an integral part of the financial statements.

GREAT LAKES MEDICINALS, INC. AND
GREAT LAKES MEDICINALS, LLC

STATEMENT OF OPERATIONS

FOR THE PERIOD FROM JUNE 30, 2014 (DATE OF INCEPTION) TO MAY 22, 2015

| | | |
|---|---|---|
| General and administrative expenses: | | |
| Consulting fees | $ | 171,500 |
| Dues and subscriptions | | 12,800 |
| Event fees | | 2,647 |
| Professional fees | | 112,341 |
| Rent | | 1,611 |
| Marketing | | 1,000 |
| Meals and entertainment | | 204 |
| Office expenses | | 445 |
| Travel | | 1,131 |
| | | 303,679 |
| LOSS FROM OPERATIONS | | 303,679 |
| NET LOSS | $ | (303,679) |

The accompanying notes are an integral part of the financial statements.

GREAT LAKES MEDICINALS, INC. AND
GREAT LAKES MEDICINALS, LLC

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY AND MEMBERS' DEFICIT

FOR THE PERIOD FROM JUNE 30, 2014 (DATE OF INCEPTION) TO MAY 22, 2015

| | Common Stock | | Additional | Accumulated | Members' | |
|---|---|---|---|---|---|---|
| | Shares | Amount | Paid-in Capital | deficit | equity (deficit) | Total |
| Balance at June 30, 2014 | | $ - | $ - | $ - | $ - | $ - |
| Contributions | 100 | 3,000 | 107,000 | - | - | 110,000 |
| Great Lakes Medicinals, Inc. net loss from from June 30, 2014 (date of inception) to April 6, 2015 | - | - | - | (99,573) | - | (99,573) |
| BALANCE AT APRIL 5, 2015 | 100 | $ 3,000 | $ 107,000 | $ (99,573) | $ - | 10,427 |
| Merger into Great Lakes Medicinals, LLC | (100) | (3,000) | (107,000) | 99,573 | 10,427 | - |
| Capital contribution | - | - | - | - | 2,000 | 2,000 |
| Great Lakes Medicinals, LLC net loss from February 25, 2015 (date of inception) to May 22, 2015 | - | - | - | - | (204,106) | (204,106) |
| BALANCE AT MAY 22, 2015 | - | $ - | $ - | $ - | $ (191,679) | $ (191,679) |

The accompanying notes are an integral part of the financial statements.

GREAT LAKES MEDICINALS, INC. AND
GREAT LAKES MEDICINALS, LLC

STATEMENT OF CASH FLOWS

FOR THE PERIOD FROM JUNE 30, 2014 (DATE OF INCEPTION) TO MAY 22, 2015

| | | |
|---|---|---|
| CASH FLOWS - OPERATING ACTIVITIES | | |
| Net loss | | $ (303,679) |
| Adjustments to reconcile net loss to net cash used for operating activities: | | |
| Security deposit | | (1,611) |
| Accrued expenses | | 108,559 |
| | NET CASH USED FOR OPERATING ACTIVITIES | (196,731) |
| CASH FLOWS - FINANCING ACTIVITIES | | |
| Proceeds from short term note payable to members | | 93,000 |
| Capital contributions | | 112,000 |
| | NET CASH PROVIDED FROM FINANCING ACTIVITIES | 205,000 |
| | NET CHANGE IN CASH | 8,269 |
| Cash at beginning of period | | - |
| | CASH AT END OF PERIOD | $ 8,269 |
| NON-CASH INVESTING ACTIVITIES | | |
| Accrual of fees which are in construction in progress | | $ 48,000 |

The accompanying notes are an integral part of the financial statements.

GREAT LAKES MEDICINALS, INC. AND
GREAT LAKES MEDICINALS, LLC

NOTES TO FINANCIAL STATEMENTS

FOR THE PERIOD FROM JUNE 30, 2014 (DATE OF INCEPTION) TO MAY 22, 2015

## NOTE A: THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### The Company

Great Lakes Medicinals, Inc., a New York corporation, commenced operations on June 30, 2014, and effective April 6, 2015, the Corporation was merged into Finger Lakes Medicinals LLC. Effective April 9, 2015, the name of the Company was changed to Great Lakes Medicinals, LLC (the "Company" or "GLM") The Company is in the process of applying for a medical marijuana license pursuant to the New York State ("NYS") Public Health Law. If the license is obtained, the Company will produce and distribute medical marijuana to qualifying residents of the state of New York. These financial statements include the results of operations of all of these Companies during the reporting period.

### Cash

Cash balances are maintained at financial institutions located in New York State and are insured by the FDIC up to $250,000 at each institution. In the normal course of business, the cash account balances at any given time may exceed insured limits. However, the Company has not experienced any losses in such accounts and does not believe it is exposed to significant risk in cash.

### Construction in progress

Construction in progress is stated at cost. No provision for depreciation is made on construction in progress until such time as the relevant assets are completed and put into use. Construction in progress at May 22, 2015 represents architectural plans for future buildings.

### Income taxes

The Company has not filed a tax return in the U.S. federal jurisdiction nor New York State. Management of the Company believes it has no material uncertain tax positions and, accordingly it will not recognize any liability for unrecognized tax benefits.

### New Accounting Pronouncement

FASB Accounting Standards Update No. 2014-10; Development Stage Entities, eliminates the requirements for development stage entities to (1) present inception-to-date information in the statements of operations, cash flows, and members deficit, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage. Although the update is effective for years beginning after December 15, 2014, early adoption is permitted including application to any period for which the entity's annual or interim financial statements have not yet been made available for issuance. Effective June 30, 2014, the Company has elected to adopt this generally accepted accounting principles alternative under ASU 2014-10.

### Subsequent events

The Company has conducted an evaluation of potential subsequent events occurring after the balance sheet date through June 2, 2015, which is the date the financial statements are available to be issued. With the exception of the matter discussed in Note D, there were no subsequent events requiring additional disclosure.

GREAT LAKES MEDICINALS, INC. AND
GREAT LAKES MEDICINALS, LLC

NOTES TO FINANCIAL STATEMENTS, Cont'd

FOR THE PERIOD FROM JUNE 30, 2014 (DATE OF INCEPTION) TO MAY 22, 2015

## NOTE B: SHORT-TERM NOTE PAYABLE TO MEMBERS

Members of the company provided money to the Company to cover short term expenses with an interest free short-term note payable. Upon investment and capitalization from other members the note payable is expected to be repaid.

## NOTE C: COMMITMENTS

### Labor Peace Agreement

As required by subdivision one of §3365 of the NYS Public Health Law, GLM entered into a labor peace agreement on April 30, 2015 with a bona fide labor organization that is actively engaged in representing or attempting to represent the applicant's future employees, the Local 338, Retail, Wholesale, and Department Store Union ('RWDSU') and United Food and Commercial Workers ("UFCW") labor organization ("Local 338"). Under the terms of this agreement, GLM will take a neutral approach to employee unionization, refraining from either helping or hindering unionization on a direct or indirect basis. Additionally, GLM will allow Local 338 access to its facilities for employee-organization purposes, and upon being furnished with evidence that a majority of employees have designated Local 338 as their collective bargaining representative, will recognize Local 338 as the Union representing its employees and negotiate accordingly. As of the date of this report, GLM has not negotiated an agreement or terms with the union or any potential union employees.

### Primary Security System Agreement

As required by §1004.13 of the NYS Public Health Law, GLM entered into an agreement on May 8, 2015 with Rochester, NY based Security 101 to provide its primary security system, including (1) delivery of a Security Plan that includes security policies and procedures consistent with state regulatory requirements and one document each for the four dispensaries and the cultivation facility, (2) an Electronic Security Integration System design and (3) Security Diagrams reflecting the security engineering and design and including a depiction of all the locations and configuration of all security equipment. Additionally, subject to the approval of the License, Security 101 will be retained for implementation and installation of the Electronic Security Design. The fee for the specific site plan is a fixed fee of $5,000 and security diagrams will be calculated at an hourly consulting rate of $200, which have both been included in the application. Upon commencement of the license being awarded the cost of equipment and installation will be negotiated.

NOTE C: COMMITMENTS, Cont'd

Consulting Agreement with Industry Consultancy Firm

GLM entered into a consulting services agreement with Hollister & Blacksmith, Inc., d/b/a American Cannabis Consulting ("Hollister & Blacksmith") a Colorado Corporation, on September 15, 2014. Under the terms of the agreement, Hollister & Blacksmith will perform a variety of consulting tasks, as divided into five phases: (1) Pre-planning, including business start-up, competitive strategy, organizational development, opportunity evaluation and application pre-planning for a fixed fee of $35,000 with 50% due upon commencement and the remainder due upon completion; (2) Application Submission, including application writing, creation of a cultivation plan, writing of a cultivation operations manual, writing of an employee handbook, performance of various human resources and training functions, selection of accounting and seed-to-sale tracking systems, and development and review of Key Performance Indicators planning for a fixed fee of $125,000 with 50% due upon commencement and the remainder due upon completion and additionally a $75,000 contingency bonus payable upon being awarded a license; (3) Design (upon awarding of license), this phase includes conceptual designs for cultivation center locations and schematic designs for a fixed fee of $25,000 due upon commencement of services; (4) Deployment of cultivation (upon awarding of license), including equipment procurement, regulatory compliance, forecasting, inventory management process development, staff recruitment and training, standard operating procedures (SOPs) for an 18 month period beginning with a $150,000 lump sum payment due upon execution and $350,000 due equally over 18 months; (5) Cultivation Production Management (upon awarding of license), upon commencement a $50,000 fee will become payable and for a 5 year period (with one year automatic renewal options assuming baseline productions bonuses are at least 80% met) GLM will pay 5% of gross yields from cultivation facility.

Consulting Agreement for Scientific & Medical

GLM entered into a consulting services agreement with Dr. Harold C. Smith for a 6 month period, a recognized leader in the discovery and development of pharmaceuticals and in the analytical processes necessary to assure the quality and consistency of healthcare products for commercial markets. Under the terms of the agreement (1) Dr. Smith will assist GLM with the establishment and serve as Director of its Scientific Advisory Board, which will provide advice and guidance to GLM's management team and board on scientific, medical and quality matters relating to the GLM business and its products; (2) Dr. Smith in collaboration with Dr. George Abraham will prepare and deliver a comprehensive research plan for inclusion into GLM's application and on-going business operations; (3) GLM will use Dr. Smith's name within its application; and (4) Dr. Smith will work with management and other GLM representatives to obtain University of Rochester Medical Center's support of GLM and its application for registration. The fee and compensation associated with the arrangements related to pre-application services performed is $7,500, and an additional $7,500 for services after a license has been awarded. Additionally, the agreement calls for GLM and Dr. Smith to fairly negotiate a long-term compensation structure upon GLM's registration as a Medical Marijuana cultivator and distributor in the State of New York.

Tax Services Agreement

GLM entered into an agreement with Mengel, Metzger, Barr & Co., LLP on May 28, 2015 to prepare its tax returns and to perform additional services during the year ended December 31, 2015, as may be requested by GLM in connection with tax planning and consultation.

GREAT LAKES MEDICINALS, INC. AND
GREAT LAKES MEDICINALS, LLC

NOTES TO FINANCIAL STATEMENTS, Cont'd

FOR THE PERIOD FROM JUNE 30, 2014 (DATE OF INCEPTION) TO MAY 22, 2015

NOTE C: COMMITMENTS, Cont'd

Independent Certified Public Accountant Certification Agreements
GLM engaged Mengel, Metzger, Barr & Co., LLP ("MMB"), a public accounting firm, on May 21, 2015 to perform an independent audit of its financial statements to certify and ensure they have been prepared with Generally Accepted Accounting Principles (GAAP) as required by §1004.5(16) of the NYS Public Health Law. The public accountant performed an audit of the preceding financial statements. The fee for these services were $7,500.

GLM also engaged MMB on May 29, 2015 to perform certain agreed upon procedures desired by GLM in relation to verifying the availability of the required investment amounts associated with the Company's application. The fee for these services was $6,000.

Construction Management Services
GLM entered into a construction management agreement with Wilmorite Construction, LLC, a Rochester, New York based construction management Company on May 28, 2015 to provide construction management services for the retrofitting project of the facility that GLM will be occupying if they obtain a license. The agreement calls for a fee procurement process of a negotiated or open book fee structure. The agreement further states that there is a fee of 5% of all construction and design costs, and if construction manager or any of their consultants are required to provide services their hourly rates range from $45.00 to $150.00 per hour. Wilmorite Construction, LLC is a related party of GLM, as a member of GLM contains common members of Wilmorite Construction, LLC. As of the date of this report this is the only transaction or contract that GLM and Wilmorite Construction, LLC have entered into.

Architectural Contract
GLM has entered into an agreement with Bergmann Associates to provide concept design work including infrastructure capacity verification, floor plans, mechanical and electrical drawings, major equipment selections, cultivation/grow facility expanded floor plans, dispensary floor plans, moderate level 3D model and fly through animation and other services at a total cost of $98,000.

Legislative Representation Agreement
GLM entered into an agreement with the law firm Harter Secrest & Emery LLP ("HSE") for professional services as the legislative representative of GLM in the State of New York on July 17, 2014 effective through December 31, 2015. Under the terms of the agreement, HSE's services will include (1) engaging in lobbying activities regarding the legalization of medical marijuana in the state of New York; (2) Working with the New York State Department of Health, the New York State Department of Environmental Conservation, and other regulatory agencies regarding regulatory issues related to medical marijuana; (3) lobbying on behalf of GLM regarding its attempt to receive whatever designation or license from the State is necessary to allow GLM to legally grow, manufacture, and dispense medical marijuana in New York under New York law; (4) advising GLM regarding lobbying and other compliance rules; (5) providing a medium of general visibility for GLM in Albany by maintaining contact with all appropriate State Legislators and their staffs, the Governor's Office and all appropriate State agencies; (6) Assisting GLM officers or other members, as requested, to coordinate and assist GLM's efforts to contact legislators, legislative staff members, members of the Governor's staff, or appropriate state agency representatives; and (7) Provide information and guidance to assist GLM in completing reports required to be filed with the Joint

NOTE C: COMMITMENTS, Cont'd

Commission on Public Ethics by GLM such as client semi-annual reports. The agreement calls for monthly payments for services of $8,000 and is cancellable at any time with 30 days written notice.

In addition to its agreement with HSE described above, GLM has entered into an agreement with Niagara Frontier Business Solutions to provide GLM with legislative and regulatory representation and interaction with state and local governments for a period of 1 year beginning on March 16, 2015. The agreement calls for a monthly fee of $8,000 per month and is cancellable at any time after 90 days.

General Legal Counsel

GLM engaged Kaman, Berlove, Marafioti, Jacobstein & Goldstein, LLP ('KBMJP') Attorneys and Counselors at Law on August 27, 2014. KBMJP has been engaged to represent GLM with regard to general corporate matters, including but not limited to corporate governance, counsel through the investment process, and assisting with legal services related to the regulatory or legal environment of GLM's business. KBMJP required submission of a $3,000 retainer upon execution of this agreement and services will be billed at KBMJP's standard billing rates of $150 to $350 per hour.

NOTE D: SUBSEQUENT EVENT

Submission of the application for the license is expected to occur on or around the date of this report. NYS requires a fee of $210,000 to be paid at the time of submission. $10,000 of the fine is non-refundable, the remaining $200,000 is refundable if the license application is not accepted.

GREAT LAKES
MEDICINALS

# ATTACHMENT J

Staffing Plan

# ATTACHMENT J—STAFFING PLAN

## Introduction

Great Lakes Medicinals LLC ("Great Lakes Medicinals" or "GLM") will ensure that all facilities are properly staffed to ensure compliant operations that operate as effectively and efficiently as possible. All employees will be required to review, agree to and comply with policies, procedures and protocols set forth by GLM as well as meet all pertinent state regulatory requirements.

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# Organizational Hierarchy

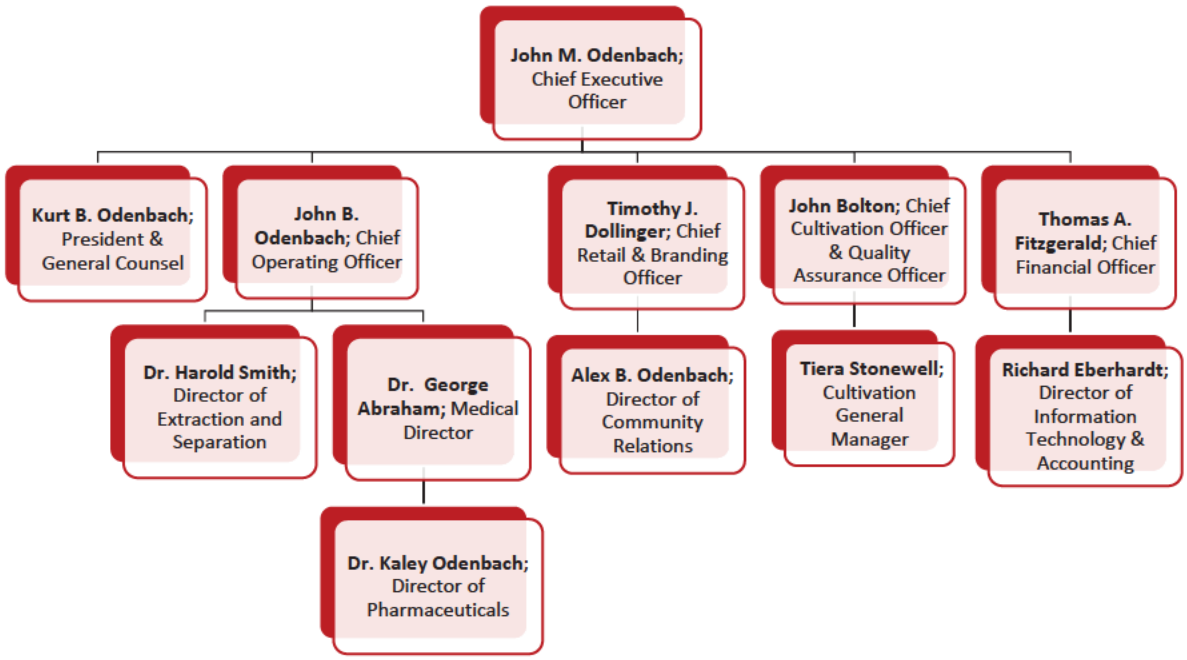
GREAT LAKES MEDICINALS

## Organizational Hyrierachy

Below are organizational charts for GLM. One chart breaks down the executive team and directors of the company, whereas the second chart displays the entire organizational structure of GLM.

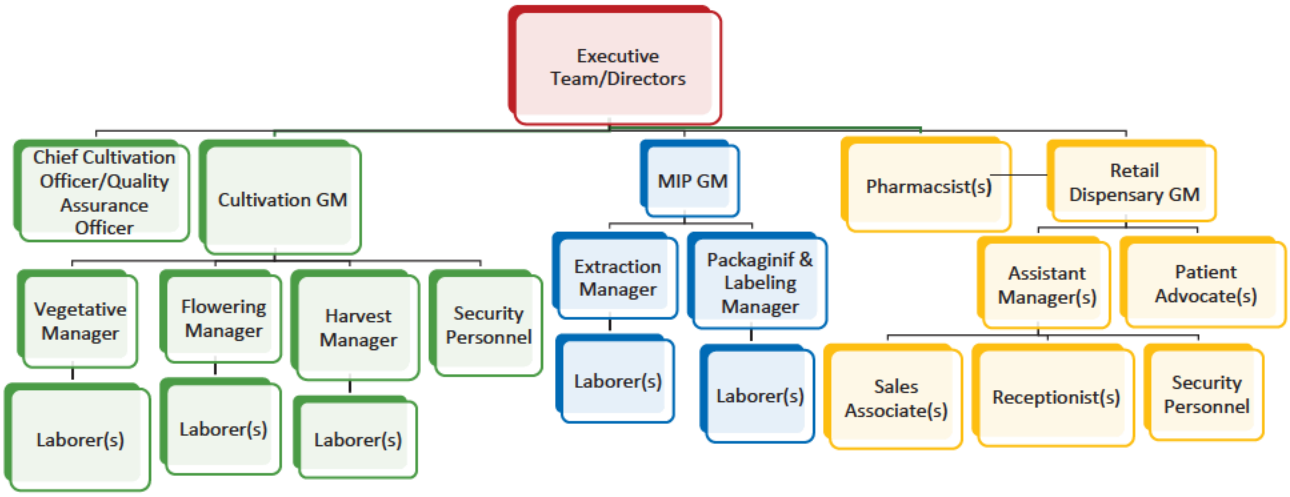
### Executive Team/Directors

The executive team and directors for Great Lakes Medicinals are as follows:



## Great Lakes Medicinals Organization Hierarchy

GLM's overall organization hierarchy chart is displayed below. The organizational hierarchy is broken down into component operational departments further below within this document.



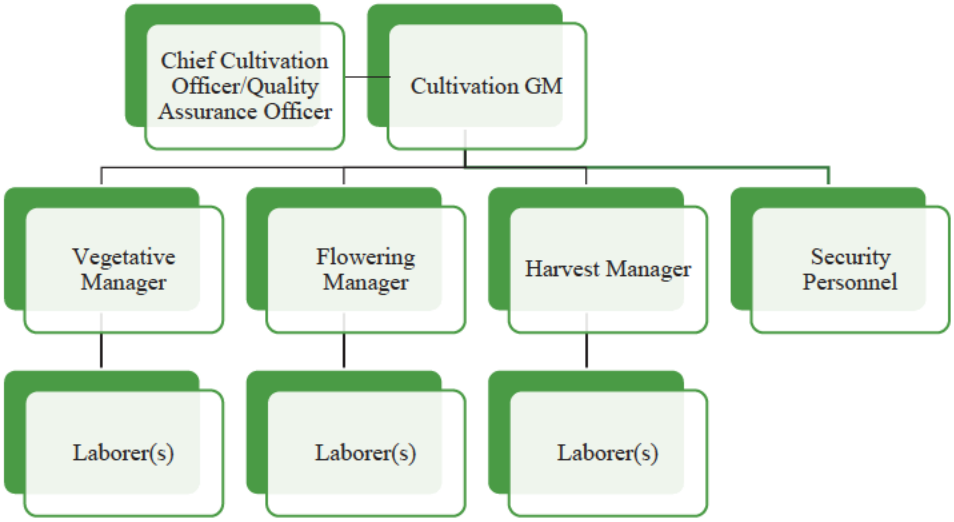

Great Lakes Medicinals will add numerous jobs to the workforce within the communities in which its operations are located. Staffing plans for the different GLM operations of cultivation, MIP, and retail dispensing are included below. Currently, the staffing plans call for an initial workforce of an estimated 74 full-time and part-time employees.

# Cultivation Facility Staffing Plan

GREAT LAKES
MEDICINALS

## Cultivation Operations

GLM's cultivation staff will receive extensive training prior to undertaking duties within the cultivation facility. Employees will receive extensive hands-on training from our retained industry consultants, American Cannabis Company Inc., as outlined in the below section entitled "Training". All employees will be trained on all cultivation techniques, methods, procedures and protocols and will be provided with supporting operating procedures for reference. Below is the organizational hierarchy with job descriptions for the various positions within GLM's cultivation operations.




### Cultivation Job Descriptions

- **Chief Cultivation Officer/Quality Assurance Officer:** Responsible for supervision of overall operation of entire facility. Responsible for the organization's practices and procedures to ensure quality and consistency of product(s). Cultivation GM will report directly to the Chief Cultivation Officer.
    - **Security Clearance:** Full Access
    - **Employees at Full Capacity:** 1

- **Cultivation Facility General Manager (GM):** Responsible for overall operation of entire facility. Responsible for the daily cultivation activities and operations. All department managers will report directly to the Cultivation GM. Cultivation GM reports directly to the Chief Cultivation Officer.
    - **Security Clearance:** Full Access
    - **Employees at Full Capacity:** 1

- **Vegetative Manager:** Responsible for oversight of all vegetative areas. Responsible for proper record keeping and documentation. Reports directly to facility GM.
    - **Security Clearance:** Restricted Area Access

- **Employees at Full Capacity:** 1

- **Vegetative Laborer(s):** Laborers are responsible for daily cultivation activities within the vegetative areas. Reports directly to the vegetative manager.
  - **Security Clearance:** Limited Area Access
  - **Employees at Full Capacity:** 7

- **Flowering Manager:** Responsible for oversight of all flowering areas, proper record keeping and documentation. Reports directly to the facility GM.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 1

- **Flowering Laborer(s):** Responsible for daily cultivation activities within the flowering area. Reports to the flowering assistant manager.
  - **Security Clearance:** Limited Area Access
  - **Employees at Full Capacity:** 7

- **Harvest Manager:** Responsible for oversight of all harvesting processes. Direct supervision of all managers in the harvest process. Reports directly to the facility GM.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 1

- **Harvest Laborer(s):** Responsible for daily trimming activities and duties, responsible for daily curing activities. Reports to the harvest manager.
  - **Security Clearance:** Limited Area Access
  - **Employees at Full Capacity:** 7

- **Cleaning and Sanitation Laborer(s):** Responsible for daily cleaning and sanitation of facility. Reports directly to the Cultivation GM.
  - **Security Clearance:** Limited Area Access
  - **Employees at Full Capacity:** 3

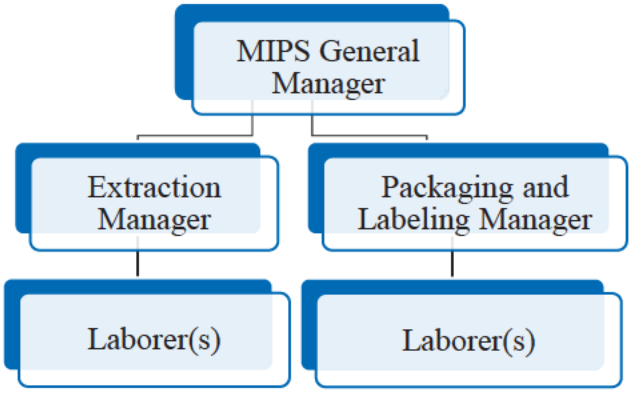
- **Security Personnel:** Responsible for ensuring a safe working environment, prevent unauthorized entry to facility, etc.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 3

# Manufacturing Infused Products (MIPs) Staffing Plan

GREAT LAKES
MEDICINALS

## Manufacturing Infused Products (MIP) Operations

GLM's Manufacturing Infused Products ("MIP") operations will be staffed properly to ensure efficient operations. All staff within the MIP operations will be extensively trained on all processes and techniques prior to commencing work within the facility. All employees will also receive extensive training on health and safety requirements, cleaning and sanitation requirements and any other necessary training or requirements for MIP operations. Employees will also be required to complete ServSafe Safe Food Handlers training prior to commencing any MIP operations. ServSafe training will help employees gain an understanding of food safety and proper procedures to prevent cross-contamination and other risks related to food-borne illness. Below is the MIP operations hierarchy and job descriptions for the various positions within Great Lakes Medicinal's MIP operations.




### Manufacturing Infused Products Job Descriptions

- **Infused Products Manager:** Responsible for oversight of entire infused products area and processes. Direct supervision of all department managers within the infused products area. Reports directly to the facility GM.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1

- **Extraction Manager:** Responsible for oversight of daily extraction processes, laborers and proper record keeping and documentation. Reports to the infused products manager.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1

- **Extraction Laborer(s):** Responsible for daily extraction processes and activities. Reports to the extraction manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7

- **Packaging and Labeling Manager:** Responsible for oversight of packaging and labeling activities, laborers and proper record keeping and documentation.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1

- **Packaging and Labeling Laborer(s):** responsible for daily packaging and labeling activities. Reports to packaging and labeling manager.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 7

- **Cleaning and Sanitation Laborer(s):** Responsible for daily cleaning and sanitation of facility. Reports directly to the Cultivation GM.
    - **Security Clearance:** Limited Area Access
    - **Employees at Full Capacity:** 3

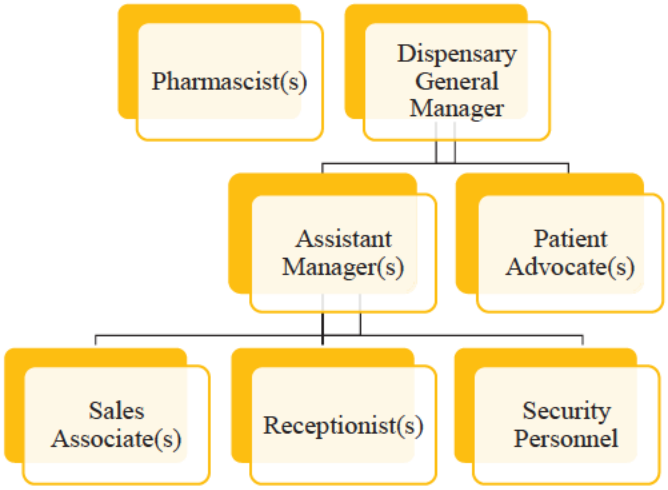
# Retail Dispensary(s) Staffing Plan

GREAT LAKES

MEDICINALS

## Retail Dispensary Operations

Great Lakes Medicinals will ensure adequate staffing at all retail dispensary locations to properly handle market demand, safe patient access and in order to operate efficiently and effectively. Great Lakes will employ a dispensary general manager, assistant manager(s), patient advocate(s), sales associate(s), receptionist(s) and security personnel at all retail dispensary locations. The specific number of employees at each retail dispensary operation has not been determined to date. Below is the dispensary operations hierarchy chart and job descriptions for the various positions that will be employed at retail operations.




### Retail Dispensary Job Descriptions

- **Pharmacist(s):** Responsible for direct supervision of employees dispensing medical marijuana products.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 4

- **Dispensary General Manager**: Responsible for entire facility operations, ensuring full compliance with state laws, organizational goals and objectives, etc.
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full Capacity:** 1

- **Assistant Manager(s)**: Oversees daily retail operations, reports directly to GM
    - **Security Clearance:** Restricted Area Access
    - **Employees at Full capacity:** 2

- **Patient Advocate**: Responsible for educating patients with information regarding the use of medical marijuana, etc. Reports to the assistant manager.
    - **Security Clearance:** Limited Area Access

- **Employees at Full Capacity:** 2

- **Sales Associate(s)**: Responsible for daily sales procedures, customer service, patient education, etc. Reports directly to assistant manager.
  - **Security Clearance:** Limited Area Access
  - **Employees at Full Capacity:** 8

- **Receptionist(s)**: Responsible for patient check-ins, reports to the assistant manager.
  - **Security Clearance:** Limited Area Access
  - **Employees at Full Capacity:** 2

- **Security Personnel**: Responsible for ensuring the safety and security of all facility employees and patrons. Including patients and/or caregivers, visitors, suppliers and/or vendors, etc.
  - **Security Clearance:** Restricted Area Access
  - **Employees at Full Capacity:** 3

## Current Great Lakes Medicinals Staff

## Great Lakes Medicinals Senior Staff

Great Lakes Medicinals LLC has retained highly qualified individuals to become part of the GLM team. These individuals have previous experience with various professional backgrounds that will help to achieve organizational goals. Below you will find some various positions that have been filled by GLM with highly qualified individuals.

### Chief Cultivation Officer and Quality Assurance Officer

Great Lakes Medicinals is structured with a full-time Chief Cultivation Officer also functioning as the quality assurance officer on staff who will exercise oversight over the organization's practices and procedures. GLM has retained Mr. John Bolton to fill this position as GLM's Chief Cultivation Officer and Quality Assurance Officer. In this role, Mr. Bolton will have overall operational responsibility of the cultivation/manufacturing facility.

Mr. Bolton's qualifications include over seven years of experience in the horticulture industry [redacted] Mr. Bolton has been performing quality assurance and quality control measures and protocols at this commercial greenhouse and is fully qualified to ensure that all of GLM cultivation techniques and methodologies meet established guidelines for quality assurance and quality control.

Mr. Bolton holds a Bachelor of Science in Industrial Management and Marketing from Clarkson University and a Masters in Manufacturing Leadership from the Rochester Institute of Technology. From June 2008 to present, Mr. Bolton has acted as President of Bolton Family Farms in Hilton, New York. At Bolton Family Farms, Mr. Bolton has been responsible for the start-up and operation of the business. He has also assisted in establishing the University of Rochester Hospital Farmers Market. In June 2008, Mr. Bolton received accreditation as an APICS 'Certified Supply Chain Professional'.

From [redacted]

Mr. Bolton, with the support of a 2,000 member union bargaining workforce, led a 40% improvement in operating performance for a large manufacturing operation. He displayed strong safety performance, with no lost work days

due to injury for three consecutive years at a 1,200 person site. Workmen's compensation costs were reduced significantly over this same period.

At Great Lakes Medicinals, Mr. Bolton will utilize his past experiences and Harmonized GAP certification in all aspects of the medicinal marijuana cultivation. His experience founding a successful greenhouse in upstate New York and his extensive manufacturing and managerial experience will be utilized in his oversight of all growing operations. Mr. Bolton will apply his experience with quality control to the cultivation process to ensure GLM's medicines are consistently of the highest quality.

Mr. Bolton's resume can be viewed below.

# JOHN D. BOLTON

[redacted]

## PERFORMANCE HIGHLIGHTS

- With the support of a 2,000 person union bargaining workforce, led a 40% improvement in operating performance for a large manufacturing operation.
- Helped establish in 2014 the UR Hospital Farmers Market.
- Strong safety performance with no lost work days, due to an injury, for three straight years for a 1,200 person site. Workmen's compensation costs were reduced significantly over this same period.
- Drove **five straight years of favorable financial results** for a large manufacturing organization.
- Best in class quality and reliability achievements for manufacturer.
- Graduated in 2008 with a Masters of Science, Manufacturing Leadership Program, at the Rochester Institute of Technology, **School of Engineering.**
- APICS 'Certified Supply Chain Professional' accreditation, June 2008

## Professional Experience

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

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

## EDUCATION

Bachelor of Science, Industrial Management and Marketing, Clarkson University, Potsdam, New York
Masters in Manufacturing Leadership, Rochester Institute of Technology, Rochester, New York (currently completing)

## Cultivation Facility General Manager

Great Lakes Medicinals will employ a full-time senior staff member exceeding the minimum of one (1) year experience in Good Agricultural Practices ("GAP"). Great Lakes has retained Ms. Tiera Stonewell for this position. Ms. Stonewell meets the GAP requirement through her current work as [redacted] and has been GAP certified and will ensure that GLM's cultivation facility utilizes good agricultural practices. Ms. Stonewell will act as Great Lakes Medicinals Cultivation Facility General Manager with the responsibility of overseeing daily operations. Ms. Stonewell's resume can be viewed as an additional document attachment to this application.

Ms. Stonewell will be able to leverage her current experience as the [redacted] to the commercial marijuana business. Utilizing her GAP certification, Ms. Stonewell will bring years of knowledge of organic commercial growing. She has vast experience with organic plant quality controls, USDA organic farm audits and qualifications. Tiera will bring her knowledge of day-to-day operations of an eleven-acre commercial organic farm with experience in best practices for organic growing techniques, crop yield maximization, crop rotation, soil composition, quality assurance, and plant and harvest scheduling.

She will be responsible for:

- Quality control on all products from harvest to delivery,
- Cultivation activities including but not limited to, transplanting, IPM management, nurturing, and harvesting all medical marijuana plants through organic practices.
- Responsible for daily operations at the cultivation/manufacturing facility.
- Responsible for oversight of all employees

Ms. Stonewell's resume can be viewed below.

**Tiera L. Stonewell**
Great Lakes Medicinals LLC
Director of Cultivation and Quality Assurance
[redacted]
tStonewell@greatlakesmeds.com

**Role:** Director of Cultivation and Quality Assurance of Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

At Great Lakes Medicinals, Tiera will directly oversee the entire cultivation process from clone to harvest. Tiera's responsibilities will include utilizing her GAP certification to ensure cultivation best practices and standard operating procedures are followed throughout the life cycle of the plant. Tiera will be responsible for all cultivation quality control ensuring plant health, maximum yield and genetic consistency. Tiera will oversee a team responsible for daily cultivation room controls ensuring watering, room temperatures, humidity levels and lighting are all optimizing the yield of the plant. Tiera's team will be responsible for all trimming, harvesting and drying of the marijuana

**Education**
Bachelors of Business Administration and Psychology
Management Concentration
August 2000-May 2004
State University of Brockport
350 New Campus Dr.
Brockport, NY 14420

**Certifications**
GAP Certification
Cornel University- numerous courses on farming techniques
Managing Labor Effectively

**Work Experience**

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

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

Medical Director

Dr. George Abraham has nearly 50 years of medical experience and will serve as the medical director at Great Lakes Medicinals. [redacted].

Dr. Abraham's extensive background in medicine and medical research will be utilized to create a patient-centric environment at Great Lakes Medicinals. His expertise in not only oncology, but all areas of medical research will help the company better serve patients and create the best marijuana-based medicine in New York and the United States.

Dr. George Abraham's resume can be viewed below.

**CURRICULUM VITAE**
**George N. Abraham**

**EDUCATION:**

| | | | |
|---|---|---|---|
| 1959 | B.S. | Hobart College, Geneva, New York | Major: Mathematics/Chemistry |
| 1961 | M.S. | University of Buffalo | Major: Engineering/Mathematics |
| 1963 | M.D. | State University of New York at Buffalo | |

**HONORS:** **(Selected Post-doctoral only)**

Arthritis Foundation Post-doctoral research fellowship (1971-1974)

| | |
|---|---|
| USPHS Allergic Diseases Academic Award (AI-70834) | (1973-1978) |
| Member: Experimental Immunology Study Section – NIH | (1980-1986) |
| Director, Wilmot Cancer Research Fellowship Program | (1982 – 2006) |
| Buswell Faculty Award | (1982 – 1983) |
| Chairman, Experimental Immunology Study Section NIH | (1986 – 1988) |
| University Mentor, University of Rochester | (1987) |
| Chair, Steering Committee, National Advisory Council on Aging, NIA/NIH | (1992 - 1993) |
| Member, National Advisory Council on Aging, National Institute on Aging, NIH | (1989 – 1993) |
| Advisory Committee to the Director (National Institute of Health (NIA Council Representative) (NIA Board of Trustees) | (1989 – 1993) |
| Executive Secretary NIAID/NIH Task Force on Allergy and Immunology | (1989) |
| Council Representative to NIH Director's Advisory Committee | (1989 – 1993) |
| Executive Secretary NIAID/NIH Task Force on Immunology Aging | (1994) |
| Chair, Board of Scientific Counselors, NIA/NIH | (1994 – 1999) |

**RESEARCH AND PROFESSIONAL EXPERIENCE**

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

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

| | |
|---|---|
| 1969 – 70 | UPSPH trainee and postdoctoral fellow in Immunochemistry. Department of Microbiology and Immunology, University of Illinois College of Medicine, Laboratory of Dr. Alfred Nisonoff. |
| 1967 – 69 | Assistant Resident in Internal Medicine, University of California Medical Center, San Francisco, CCA |
| 1964 – 66 | Medical Officer, U.S. Navy (USS Jamestown AGRT – 3) and Internal Medicine Clinic, Main Navy Dispensary, Washington, D.C. |
| 1963 – 64 | Internship, University of Vermont Medical Center (The Mary Fletcher Hospital), Burlington, VT |

**EDUCATIONAL CONTRIBUTIONS:**

1. Medical Students: Participated yearly up to 1979 in teaching portions of the following courses:
   a. Biochemistry
   b. Microbiology and Immunology
   c. Immunology
   d. Clinical Clerkship
      (1) General Clerkship, Part I and Part II
      (2) Internal Medicine Clerkship
   e. Summer Fellowship in Research: One or two medical students yearly, since 1970.

2. Graduate Education:
   a. Ph.D. Thesis Committees – 15 students
   b. Primary Thesis Advisor – 9 students (Ph.D. 6, M.S. 3)
   c. Graduate Course Teaching: Graduate seminar reading course on selected topics in molecular immunology and protein synthesis.

3. Postdoctoral Fellows: M.D., Ph.D., or M.D./Ph.D.: 14 trained

**Previous RESEARCH SUPPORT:**

**2P60 AG 10463** 7/01/96 – 6/30/02

NIH/NIA $550,000 (2000 – 2001)

Rochester Area Pepper Center $4,479,000 (1996 – 2002)

A Caude D. Pepper Older Americans Independence Center, to conduct basic and clinical research on ways for elderly Americans to lead more independent lives for as long as possible. Provided funding for wellness intervention in older persons.

**Atlantic Philanthropic Services, Inc.** 7/01/95 – 12/31/01

$1,357,000 RO1 funding through the NIH for 43 consecutive years: from National Institute of Allergy/Infectious Diseases, National Institute on Aging, National Institute of General Medical Sciences. 1971-2004
NCI Cancer Center core grant funding: Approximate Total of grants during period from 1971-2002: $60 million

**STUDENTS OR TRAINEES TOTALLY OR PARTIALLY SUPERVISED BY DR. ABRAHAM**

**Past Postdoctoral Fellows or Trustees:**

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

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

**Professional and Administrative Assignments: (selected)**

1973 – 75 Director, Division of Immunology, University of Rochester

1976 – 77 Fenn Committee for selection of outstanding Ph.D. research theses, University of Rochester

1975 – 77 University of Rochester Faculty Senate

1979 Department of Medicine Committee for Hospital Information Service, Subcommittee on Utilization for Clinical Research, University of Rochester

1979 Ad hoc review study section of the Research Advisory Committee for NIH, National Institute of Allergy and Infectious Disease

1979 – present BRSG Committee, University of Rochester Medical Center

1979 – 81 Search Committee for the Dean's professorship/chair in Immunology, University of Rochester

1980 – 81 Research Policy Committee, University of Rochester

1982 – present Director, Wilmot Cancer Research Fellowship Program

1982 – present Numerous site visits for NIH, NCI, NIAMSD, NIAID, NIA

1985 – 87 Chairman, Experimental Immunology Study Section, National Institute of Health

1983 – present Dean's Research Advisory Committee

1985 – 87 Ad hoc member, Biochemistry 2 Study Section, National Institute of Health

1987 Member, Special Review Commission for National Institute of Arthritis and Musculoskeltal Disease Arthritis Centers

1988 Chairman, Nephrology Unit Chief's Search Committee, Department of Medicine, University of Rochester

1988 Member, Search Committee for Dean's Professor of Immunology, University of Rochester Cancer Center

1988 – 89 Special Assistant to the Director, Division of Allergy, Immunology and Transplantation, NIAID (Sabbatical)

1988 – 89 Visiting Professor and Investigator, Metabolism Branch, National Cancer Institute

1990 – 92 Associate Dean for Research, University of Rochester School of Medicine & Dentistry

1991 – 1998 Director, Medical Scientist Training Program

1992 – 2002 Director, University of Rochester Pepper Center

1993 – 2001 Member, Public Affairs Advisory Committee, F.A.S.E.B. and American Association of Immunologists

1993 – 1999 Director, Center on Aging

1994 – 1999 Member and Chair, Special Review Group for Claude D. Pepper Center's National Institute on Aging/NIH

1995 Chairman, Special Review Commission for Nathan Schock Research Centers of National Institute on Aging/NIH

1995 – 1997 Chairman, NIH Committee for FASEB Consensus Conference on Federal Funding for Research

1996 – 2011 Chair or Member, Grant Review Panel, Breast Cancer Research Program, Department of Defense, Congressionally Directed Medical Research Program

1997 – 2011 Chair or Member, Review Panel, Prostate Cancer Research, Department of Defense; Congressionally Directed Medical Research Program

1998-2003 Member, NIH Committee for FASEB Consensus Conference on Federal Funding for Research, Testified before Appropriations Committee, U.S. House of Representative

1999 – 2009 Member, NIH, National Center for Research Rexsources Shared Instrument Review Group, Chairman of panel 2009, 20072000 Chairman, Department of Defense, Immunological Sciences Review Group for Breast Cancer Program

2000 – 2009 Minority Partners Grant review Group of the national Cancer Institute

2001 Chairman, NIH, NCRR Genetic Sciences/Shared Instrument Review Group

2001 Chairman, Department of Defense, Clinical Translational Research for Breast Cancer Program

2003- present) Member, grant review panel National Cancer Institute: Loan repayment program

2013-2014 Member, Provocative Questions Grant Review Panel, Nat. Cancer Institute

**Editorial Assignments: (selected only)**

Frequent Reviewer (at least 3-6 manuscripts/yr.) for the following journals: *Arthritis and Rheumatism*, *Journal of Immunology*, *Science*. Occasional Reviewer (1-3 manuscripts/yr.) for *P.N.A.S.*, *Biochemistry*, *Analytical Biochemistry*, *Journal Lab and Clinical Medicine*, and *Annals of Internal Medicine*.

**Presentations at National Meetings: (selected)**

International Symposium on the Immunoglobulin A System. Birmingham, AL (1974)

Presentation at the national meetings of the American Rheumatism Association and the American Academy of Allergy. (1974-77, 85, 87)

Invited Participant at Allergic Diseases Center Workshop, National Institute of Health (1976)

Presentations at the Federation of American Societies for Experimental Biology (FASEB), AAI: (1973 – 1978, 1980, 1984, 1986, 1987, 1989, 1991, 1993, 1998, 1999 ASMB/ASBC: 1985/1987

Mini Symposium Speaker: Federation of American Societies for Experimental Biology (FASEB), Anaheim, CA (1979)

Invited Speaker: VII International Complement Workship, Key Biscayne, FL (1979). "Procession and the Amino Terminal Structure of Pro-C4, the Precursor of the Fourth Component of Complement."

Invited Speaker: IX International Complement Workshop, Key Biscayne, FL (1981) "Synthesis, Processing and Primary Structure of Guinea Pig C3."

Mini Symposium speaker: Federation of American Societies for Experimental Biology, FASEB, AAI, New Orleans, LA (1982). "Characterizations of a New Human Macrophage Fc-gamma Receptor."

Invited Symposium Chiarman, Pan American Congress for Rheumatology, Washington, DC (1983)

Invited Speaker and Plenary Session Chairman, 2nd International Nephrology Meeting on Immune-complex Mediated Renal Disease, Milan, Italy (1985). "Cryoglobulins as a Consequence of Globulin Anit-globulin Interactions."

Plenary Session Speaker: American Federation of Aging Research, New Orleans, LA (1987) "Molecular Genetics Abnormalities in Idiopathic Cryoglobulinemia and Other Monoclonal Gammopathies of Aging."

Plenary Session Speaker: George Washington International Symposium, Washington, DC (1988). "Molecular Genetic Abnormalities in Human Monoclonal Gammopathies."

Invited Speaker: National Institute on Aging Summer Conference, Airlie, VA (1988). "Recent Advances in Research on the Immunology of Aging."

Invited Speaker: Medical College of Pennsylvania Convocation for New Educational Building (1994). "Gene Therapy Approaches for Treatment of Cancer."

Chairman, Annual Meeting of Claude D. Pepper Older American's Independence Centers, National Institute on Aging/NIH (1995)

Current Invitations: Invited Speaker: virology International: Atlanta, Georgia; Dec 2015

Invited Speaker and Organizing Committee: International conference on current

Concepts in Virology: London, England August 2015

**Publications: (*Indicates student and fellow publications)**

**Abraham, GN**, Petz, LD, and Fudenberg, HH. Cephalothin hypersensitivity associated with anticephalothin antibodies. Int. Arch. All. Appl. Immunol. 34:65, 1968

**Abraham, GN**, Petz, LD, and Fudenberg, HH. Immunohaematologic cross-allergenicity between penicillin and cephalothin in humans. Clin. Exp. Immunol. 3:343, 1968

*Vaughan, JH, Jacox, RA, **Abraham, GN**, and Clarke, RA. Relationship between rheumatoid factor and intracytoplasmic inclusions. Ann. NY acad. Sci. 168:111, 1969

***Abraham, GN**, Leddy, JP, Grossman, J, and Condemi, JJ. Properties of crystalline IgG3-globulin. Biochem. Biophys. Res. Comm. 46:162, 1972

***Abraham, GN**, Clarke, RA and Vaughan, JH, and Condemi, JJ. Characterization of an IgA rheumatoid factor: Binding properties and reactivity with subclass of Human gamma-G globulin. Immunochemistry 9:301, 1972

*Grossman, J, **Abraham, GN**, Leddy, JP and Condemi, JJ. Crystalglobulinumia. Ann. Int. Med. 77:395, 1972

***Abraham, GN**, Scalleta, C, and Vaughan, JH. Modified diphenylamine reaction for increased sensitivity. Analytical Biochem. 49:547, 1972

*Taylor, H, and **Abraham, GN**. Characterization of a monoclonal IgA rheumatoid factor. II. Evidence for reactivity with specific IgG Fc-fragment determinant. Clin. Exp. Immunol. 13:529, 1973

Waterhouse, C, **Abraham, GN**, and Vaughan, JH. The relationship between L chain synthesis and gamma-G globulin production. J. Clin. Invest. 62:1067, 1973

*Brown, DB, and **Abraham, GN**. Plasma dioxin levels in normal volunteers following chronic oral and intramuscular administration. J. Lab. Clin. Med. 82:201, 1973

*Taft, EG, Grossman, J, **Abraham, GN**, Leddy, JP and Lichtman, MA. Pseudoleukocytosis due to cryoprotien crystals. Am. J. Clin. Pathol. 60:669, 1973

*Wagner, T, **Abraham, GN**, and Baum, J. The roles of IgG, IgM rheumatoid factor and their complexes in the induction of polymorphonuclear leukocyte chemotactic factor from complement. J. Clin. Invest. 53:1503, 1974

*Clarke, RA, **Abraham, GN** and Vaughan, JH. Gammaglobulin complexes in rheumatoid arthritis and hypergammaglobulinemic purpura. J. Rhematol. 1:54, 1974

**Abraham, GN**, and Waterhouse, C. Evidence for defective immunoglobulin metabolism in severe renal insufficiency. Am. J. Med. Science. 258227, 1974

***Abraham, GN**, Santucci, EA and Jacox, RA. Evidence for common synthetic origin for secretory and serium IgA IN: The Immunoglobulin A System. Plenum Press, 1974

*Trieshmann, HW, **Abraham, GN** and Santucci, EA. Characterization of human anti-IgG antibodies by liquid isolectric focusing. J. Immunol. 114:176, 1975

*Yocum, MW, Grossman, J, Waterhouse, C, **Abraham, GN**, May, AG, and Condemi, JJ. A pair of monozygotic twins discordant for systemic lupus erythematosus. Comparison of their immune response. Arth. Rheum. 18:193, 1975

*Johnston, SL, **Abraham GN**, Welch EH. Structure studies of monoclonal human cryoprecipitable immunoglobulins. Biochem. Biophys. Res. Comm. 66:842, 1975

*Ristow SC, Griner PF, **Abraham GN** and Shoulson I. Reversal of systemic manifestations of cryogloblinemia with melphalan and prednisone. Arch. Int. Med. 136:467, 1976

*Brown, D.D., Dormoise, J.C., **Abraham, GN**. Effect of Furosenide on the renal excretion of digoxin. Clin Pharmacol. Therapeutics 20:395, 1975.

Carson, D.A., Lawrence, S. Catalano, M.A., Vaughan, JH and **Abraham, GN**. Radioimmunoassay of IgG and IgM rheumatoid factors reacting with human IgG. J. Immunol. 9:295, 1977.

**Abraham, GN**. Human triclonal anti-IgG gammopathy. I. Isoelectric focusing characteristics of the IgG, IgA and IgM anti-IgG autoantibodies and their light and heavy chains. Immunol. 35:429, 1978.

***Abraham, GN**, Welch, EH and Trieshman, H.W. Human triclonal anti-IgG gammopathy. II. Determination of the antigenic specificity patterns of the IgG, IgA and IgM rhuemotoid factors for the subclasses of human IgG. Immunol 35:437, 1978.

*__Abraham, GN__, Brown, P, Johnson SL, Nellis L, Mark S and Welch EH. Human triclonal anit-IgG gammopathy. III. Determination of the clonal persistence of the IgM autoantibody for a 4 and ½ year period. Immunol 35:447, 1978.

*Podel, DN and __Abraham, GN__. A technique for the removal of pyroglutamic acid from the amino terminus of proteins and peptides with calf-liver pyroglutamate amino peptidase. Biochem. Biophys. Res. Comm. 81:176, 1979.

Contributor to the 1978 edition of the Merck Manual of Medical Therapeutics.

*Johnston SL, Jorizzo J, Liberman D and __Abraham GN__. Studies of human IgM anti-IgG cryglobulins. II. Isoelectric focusing characteristics of the reactive antigen and residual serum IgG pools. Immunol 36:707, 1979.

*__Abraham, GN__, Podell, DN, Wistar, R., Johnston, SL and Welch, EH. Immunological and structural properties of the human monoclonal IgG cryoglobulins. Clin Exp Immunol 36:63, 1979.

Horan, P.K., Schenk, EA, __Abraham, GN__ and Kloszewski, ED. Fluid phase particle fluorescence analysis: Rheumatoid factor specificity evaluated by laser flow cytophotometry. IN: Laboratory and Research methods in Biology and Medicine. Vol. 3, 185-198. Immunoassays in the clinical laboratory: R.M. Nakamura, WR Dito, and ES Tucker, III (editors). New York: A.R. Liss Inc., 1979.

*Scoville, CD, __Abraham, GN__ and Tucker DH. Spectroscopic and kinetic analysis of a monoclonal IgG cryoglobulin. Effect of mild reduction on cryoprecipitation. Biochem. 12:2610, 1979.

Allis, CD, Bowen, J.K., __Abraham, GN__, Glover, CVC and Gorovsky, MA. Proteloytic processing of histone H3 in Chromatin: Aphysiologically regulated event in tetrahymena micronuclei. Cell 20:55, 1980.

*Goldberger, GG, __Abraham, GN__, Williams, JM and Colten, HR. Amino terminal sequence analysis of Pro-C4, the precursor of the fourth component of guinea pig complement. J. Biol. Chem. 255:7071, 1980.

Anderson, CL and __Abraham, GN__. Characteristics of the Fc receptor for IgG on a human macrophage cell line, U937. J. Immunol. 125:2735, 1980.

Goldberger G, Thomas ML, Tack BF, Williams J, Colten HR, __Abraham GN__. NH2-terminal structure and cleavage of guinea pig pro-C3, the precursor of the third complement component. J Biol Chem. 256(24):12617-9, 1981.

__Abraham GN__, Podell DN. Pyroglutamic acid: Non-metabolic formation, function in proteins and peptides, and characteristics of the enzymes effecting its removal. Mol Cell Biochem 38:181-90, 1981.

*__Abraham, GN__ and Podell, DN. Pyroglutamatic acid: In: Development in Molecular and Cellular Biochemistry. I. The Biological Effects of Glutamic Acid and its Derivatives. V.A. Najjar (editor). Holland: Martinus Nijhoff, 1981.

__Abraham GN__, Podell DN, Welch EH, Johnston SL. Idiotypic relatedness of human monoclonal IgG cryoglobulins. Immunology 48(2):315-21, 1983.

Greenstein JL, Solomon A, __Abraham GN__. Monoclonal antibodies reactive with idiotypic and variable-region specific determinants on human immunoglobulins. Immunology 51(1):17-25, 1984.

Greenstein JL, __Abraham GN__. VK IIIb expression is altered in acquired and drug-induced hypogammaglobulinaemia. Immunology. 53(4):779-82, 1984.

Hall CG, **Abraham GN**. Size, shape, and hydration of a self-associating human IgG myeloma protein: axial asymmetry as a contributing factor in serum hyperviscosity. Arch Biochem Biophys 233(2):330-7, 1984.

Looney RJ, **Abraham GN**. The Fc portion of intact IgG blocks stimulation of human PBMC by anti-T3.

J Immunol 133(1):154-6, 1984.

Hall CG, **Abraham GN**. Reversible self-association of a human myeloma protein. Thermodynamics and relevance to viscosity effects and solubility. Biochemistry 23(22):5123-9, 1984.

Moynihan JA, Looney RJ, **Abraham GN**. The V kappa IIIb light chain sub-subgroup. II. Isotype expression in acquired hypogammaglobulinaemia and as a function of age. Immunology. 57(2):325-7, 1985.

Rosenfeld SI, Looney RJ, Leddy JP, Phipps DC, **Abraham GN**, Anderson CL. Human platelet Fc receptor for immunoglobulin G. Identification as a 40,000-molecular-weight membrane protein shared by monocytes. J Clin Invest 76(6):2317-22, 1985.

Moynihan JA, Looney RJ, **Abraham GN**. The V kappa IIIb light chain sub-subgroup. II. Isotype expression in acquired hypogammaglobulinaemia and as a function of age. Immunology 57(2):325-7, 1986.

Looney RJ, **Abraham GN**, Anderson CL. Human monocytes and U937 cells bear two distinct Fc receptors for IgG. J Immunol 136(5):1641-7, 1986.

Looney RJ, Ryan DH, Takahashi K, Fleit HB, Cohen HJ, **Abraham GN**, Anderson CL. Identification of a second class of IgG Fc receptors on human neutrophils. A 40 kilodalton molecule also found on eosinophils. J Exp Med 163(4):826-36, 1986.

Fay PJ, Kawai Y, Wagner DD, Ginsburg D, Bonthron D, Ohlsson-Wilhelm BM, Chavin SI, **Abraham GN**, Handin RI, Orkin SH, et al. Propolypeptide of von Willebrand factor circulates in blood and is identical to von Willebrand antigen II. Science 232(4753):995-8, 1986.

Perl A, Looney RJ, Ryan DH, **Abraham GN**. The low affinity 40,000 Fc gamma receptor and the transferrin receptor can be alternative or simultaneous target structures on cells sensitive for natural killing.

J Immunol 136(12):4714-20, 1986.

***Abraham, GN**, Johnston, SL, Hall, CG, Scoville, CD and Podell, DN. Cyroprecipitation as a consequence of globulin-antiglobulin interactions. In: Renal Disease and Immune Complexes. Editors: C. Ponticelli, A. Taranta, and G. D'Amico. Pub: Martinus Nijoff/Dr. W. Junk, 1987.

Podell DN, Packman CH, Maniloff J, **Abraham GN**. Characterization of monoclonal IgG cryoglobulins: fine-structural and morphological analysis. Blood 69(2):677-81, 1987.

Rosenfeld SI, Ryan DH, Looney RJ, Anderson CL, **Abraham GN**, Leddy JP. Human Fc gamma receptors: stable inter-donor variation in quantitative expression on platelets correlates with functional responses. J Immunol 138(9):2869-73, 1987.

Williams JM, Gorevic PD, Looney RJ, **Abraham GN**. Isoelectric focusing characterization of IgM-VKiiib immunoglobulin light chains and their association with anti-IgG autoantibodies in essential mixed cryoglobulinaemia, Sjogren's syndrome and rheumatoid arthritis. Immunology 62(4):529-36, 1987.

Perl A, Wang N, Williams JM, Hunt MJ, Rosenfeld SI, Condemi JJ, Packman CH, **Abraham GN**. Aberrant immunoglobulin and c-myc gene rearrangements in patients with nonmalignant monoclonal cryoglobulinemia. J Immunol 139(10):3512-20, 1987.

*__Abraham, GN__., Perl, A., Gorevic, PD, Williams, JM, Jones, G and Kyle, RA. Molecular genetic analysis of human monoglonal gammopathies. In: Biomedical Advances in Aging. A. Goldstein, editor. Raven Press 355-362, 1989.

*Perl, A, Gorevic, PD, Ryan, DH, Condemi, JJ, Ruszkowski, RJ and **Abraham, GN**. Clonal B-cell expansions in patients with essential mixed cryoglobullinemia. Clin. Exp. Immun. 76:54-60, 1989.

Perl A, Divincenzo JP, Gergely P, Condemi JJ, **Abraham GN**. Detection and mapping of polymorphic KpnI alleles in the human T-cell receptor constant beta-2 locus. Immunology 67(1):135-8, 1989.

Perl A, Rosenblatt JD, Chen, ISY, DiVincenzo JP, Bever R, Pioesz BJ**, Abraham GN**: Detection and cloning of a new HTLV-related endogenous sequence in man. Nucleic Acids Research 17:6841-6854, 1989.

Segre D, Miller RA, **Abraham GN**, Weigle WO, Warner HR. Aging and the immune system. Aging: Immunology and Infectious Disease 1:255-263, 1989.

Perl, A. Rosenblatt, JD, Chen, ISY, DiVincenzo JP, Bever R, Pioesz BJ, **Abraham GN**. Detection and cloining of a new HTLV-related endogenous sequence in man. Nucleic Acid Research 17:6841-6854, 1989.

Perl A, DiVincenzo JP, Ryan DH, Gergely P, Szigeti A, Feher J, **Abraham GN**. Rearrangement of the T-cell receptor alpha, beta and gamma chain genes in chronic lymphocytic leukemia. Experimental Leuk Res 14(2):131-7, 1990.

**Abraham GN** and Khan A. Human endogenous retroviruses and autoimmune disease. Mini review, Clin. Immunology and Immunopathology 56:1-9, 1990.

Perl A, Gorevic PD, Condemi JJ, Papsidero J, Poiesz BJ and **Abraham GN**: Antibodies to retroviral proteins and reverse transcriptase activity in patients with essential cryoglobulinemia. Arthritis & Rheum. 34:1313-1317, 1991.

Freeman SM, McCune C, Abboud CN, Angel C, **Abraham GN**, Robinson W, O'Quinn A, and Marrogi, AJ. Treatment of ovarian cancer using a gene-modified vaccine. Human Gene Therapy 6:927-939, 1992.

Freeman SM, Whartenby, KA, **Abraham, GN**. Gene Therapy: Application to diseases associated with aging. Generations 16(4):45-48, 1992.

Freeman, SM, Whartenby KA, Abboud, CN and **Abraham GN**. Clinical trials in cancer gene therapy. Advances in Drug Delivery 12:169-183, 1993.

Freeman, SM, Koeplin D, Abboud CN, Whartenby, KA, Packman, CH, Moolten, F, Muenchau, DD and **Abraham GN**. The Bystander effect: Tumor regression when a fraction of the tumor mass is genetically modified. Cancer Research 53:5274-84, 1993.

Whartenby KA, Freeman SM, Insel RA and **Abraham GN**: Oncogene elements within an endogenous retrovirus. Acta Virologica 37 (2-3): 1113-1122, 1993.

Freeman SM, McCune C, Robinson W, Abboud CN, **Abraham GN**, Angel C, Marrogi A. The treatment of ovarian cancer with a gene modified cancer vaccine: a phase I study. Hum Gene Ther. 6(7):927-39, 1995.

Whartenby KA, **Abraham GN**, Calabresi PA, Abboud CN, Calabresi P, Marrogi A, Freeman SM. Gene-modified cells for the treatment of cancer. Pharmacol Ther. 66(1):175-90, 1995.

Thornton CA, Welle S, Griggs RC, **Abraham GN**. Human IgG production in vivo: determination of synthetic rate by nonradioactive tracer incorporation. J Immunol 157(2):950-5, 1996.

Potter KN, Li YC, **Abraham GN**, Capra JD. The MoAb-V kappa IIIb cross-reactive idiotope on A27a (Humkv325) encoded kappa chains maps to framework region 3. Scand J Immunol 44(4):305-13, 1996.

Charkrvarti B, Charkrvarti DN, Devecis J. and **Abraham GN**: Effect of age on mitogen-induced protein tyrosine phosphorylation in human T-cell and its subsets: Down Regulation of Tyrosine Phosphorylation of Zap-70. Mechanisms of Ageing and Development 104:41-58, 1998.

Looney RJ, Falsey A, Shepps D, Torres A, Kolassa J, Brower C, McCann R, Menegus M, **Abraham GN** and Hall W. Effect of prior cytomegalovirus infection on T-cells in the elderly. Clin. Immunol. 90:213-219, 1999.

Charkravarti B, and **Abraham GN**: Aging and T-cell mediated immunity. Mechanisms of Ageing and Development 108:183-206, 1999.

Falsey A, Walsh E, Francis C, Looney R, Kolassa J, Hall W, **Abraham GN**. Response of C-Reactive Protein (CRP) and Serum Amyloid A (SAA) to Influenza A Infection in Older Adults. J. Infectious Diseases (in press)

**Abstracts totaling 100+ from 1970-2014, not included.**

**Patents: Not Included.**

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Director of Extraction and Separation

With over 36 years of scientific research, Dr. Harold Smith brings his experience in research, planning and experimental data analysis to the GLM team. [redacted]

[redacted]

At Great Lakes Medicinals, Dr. Smith will consult and direct product validation and quality control based on scientific testing for dose-dependent alterations in metabolism, genetic readout and toxicity. Dr. Smith will serve as the director of the company's research department, which will test marijuana extracts scientifically and attempt to determine how cannabinoids relate to each qualified condition.

Dr. Smith's extensive background in scientific research and drug development will be utilized to create high quality, consistent, and effective medicine for all of Great Lakes Medicinals' patients. Dr. Smith will use his experience founding a successful drug development company to form Great Lakes Medicinals' research department, with the goal of developing new, more effective medicines.

Dr. Harold Smith's resume can be viewed below.

**CURRICULUM VITAE**
**Harold C. Smith, Jr**

[redacted]

**CURRENT PROFESSIONAL POSITION**

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**EDUCATIONAL and TRAINING HISTORY**

*Brief summary*: Obtained a BS in biology with a minor in chemistry and an MS in physiology and pharmacology both from Purdue University. Obtained an MA and PhD in cell and molecular biology from SUNY at Buffalo. Completed four postdoctoral training positions: Dr. David Rekosh, Dept Biochemistry, SUNYAB (adenovirus DNA replication); Dr. Harris Busch, chairman of Pharmacology, Baylor College of Medicine (leader in research on ribosomal RNA biogenesis and small RNA splicing factors); Dr. Craig Chinault, HHMI, Baylor College of

Medicine (X chromosome inactivation) and Dr. Susan Berget, Dept. Biochemistry, Baylor College of Medicine (leader in spliceosome research and first postdoc with Dr. Philip Sharp, MIT who shared the 1993 Nobel prize for the discovery of messenger RNA splicing).

1972-'76 Bachelor of Science, Purdue University, Department of Animal Sciences, major Animal Sciences, minor Biochemistry

1976-'79 Master of Science, Purdue University School of Veterinary Medicine, Department of Physiology and Pharmacology. Thesis work with Dr. Gerald Bottoms. Glucocorticoid regulation of nonhistone and histone protein phosphorylation.

1979-'82 Master of Arts & Doctorate of Philosophy, S.U.N.Y., Buffalo, NY, Department of Biology, Division of Cell & Molecular Biology, Ph.D. Thesis with Dr. Ronald Berezney. Cell cycle regulation of DNA polymerases alpha & beta and their nuclear distributions. Construction of the first *in vitro* system for studying DNA synthesis in the nuclear matrix.

1982-'83 Postdoctoral position with Dr. David Rekosh, S.U.N.Y. at Buffalo, NY, Department of Biochemistry. Replication of Adenovirus DNA. Genomic packaging and viral DNA sequences associated with the nuclear matrix.

1983-'85 Postdoctoral position with Dr. Harris Busch, Baylor College of Medicine, Houston, TX, Department of Pharmacology. U-snRNP nuclear distribution, cell cycle regulation and nuclear matrix RNA interactions.

1985-'86 Postdoctoral position with Dr. Craig Chinault, Baylor College of Medicine, Houston, TX, Howard Hughes Medical Institute, Department of Medical Genetics. Molecular cloning of origins of replication from the active and inactive X chromosome HPRT genes, cell cycle and cell sorting analyses of origin of replication utilization.

1986 Postdoctoral position with Dr. Susan Berget, Baylor College of Medicine, Houston, TX, Department of Biochemistry. First demonstration that a nuclear matrix protein was involved in the early stages of spliceosome assembly.

**ACADEMIC PROGRESSION**

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**HONORS, LEADERSHIP, BOARD SEATS and SOCIETY MEMBERSHIPS**

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|---|---|
| 1982 | Willard B Elliot Sigma Xi Award for Excellence in Graduate Research |
| 1991-2010 | American Heart Association, Council on Atherosclerosis and Thrombosis |
| 1993-present | Sigma Xi (University of Rochester Chapter) |
| 1993-1999 | The New York Academy of Science |
| 1994-present | The RNA Society |
| 1995-present | American Association for the Advancement Science |
| 1996 | Marques Who's Who in Science and Engineering |
| 1990 | Sterling Who's Who |
| 1997 | Gordon Research Conference Board, Organizer and Chair of the first GRC on RNA Editing |
| 1997 | Mentor of Junior Faculty Award from Women in Science, Dentistry and Medicine (WISDM) |
| 1998-2002 | National Round Table Scholar Consultant |
| 2001-2003 | George W. Merck Dean's Teaching Scholar, a titled 3 year position |
| 2002 | SUNY at Buffalo Distinguished Alumni Award |
| 2003 | Advisor Board and Scientific Advisor Board of OyaGen, Inc Rochester NY |
| 2004 | Dr. Smith's life and career highlighted in University of Rochester, Medical School Dean David Guzick's monthly newsletter to the University |
| 2002-present | ASBMB regular membership |
| 2010 | University Dean's Award for Meritorious Service in Ph.D. Defenses |
| 2011 | OMICS Virology 2011, 1st International Congress (Baltimore, MD) Keynote Speaker and Session Chair for Drug-target discovery |
| 2011 | University of Rochester High Throughput Screening Symposium, Keynote speaker |
| 2012 | OMICS Virology 2012, 2nd International Congress (LasVegas, NV) Program organizer, program developer and high throughput screening workshop leader. |
| 2012 | Rochester BioVenture Center T.E.C. award for entrepreneurial contribution to the community |
| 2012 | Screening committee member for the University of Rochester Drug Discovery Cluster |
| 2012 | Nominated for the University of Rochester Presidential Diversity Award |
| 2012 | Science Direct designated director of outsource lab testing and validation |
| 2013 | Scientific Advisor Board for Cannabis Science, Colorado Springs CO |
| 2014 | Scientific advisor board member of IgxBio, Inc, Lenexa, KS 66214 |
| 2014 | Scientific advisor board member of Conagen, Inc. Saint Louis, MO 63132 |
| 2014 | Editorial Board member International J. Virology and AIDS |
| 2015 | President of scientific advisor board for Great Lakes Medicinal, Rochester, NY |
| 2015 | Science editorial board ViroStream |

**MAJOR ACADEMIC RESEARCH ACCOMPLISHMENTS**

Recognized specifically for innovative research four times by NIH through R21 research grants (2003, 2004, 2009 and 2011) and by the Bill and Melinda Gates foundation (2008) through a Grand Challenges in Exploration research grant.

Unified an international body of research labs working on RNA editing and modification through the organization of an Albany Conference, entitled 'RNA Editing, An Evolving Mechanism for Gene Regulation' in 1994 and subsequently in 1997 organized and chaired the first Gordon Research Conference on RNA Editing and Modification. The Gordon Conference has become the ongoing international focal point of data sharing and discussion in the field that now includes RNA and DNA Editing and Modification.

Discovered the molecular mechanism by which proteins recognize messenger RNA and participate in site-specific assembly of enzyme complexes to orchestrate the modification of select cytidines to uridines in a process known as C to U RNA Editing (1991-1994). The work has served as the foundation for numerous novel findings concerning RNA sequence modifying mechanisms and DNA mutating mechanisms that determine cell and protein diversification.

Introduced critical terms such as 'editosome' and 'mooring sequence' and critical hypotheses such as 'mooring sequence hypothesis' and 'gating hypothesis' that led to the research and the discovery of the cellular and metabolic mechanisms for regulating C to U editing as well as the discovery of messenger RNAs that serve as editing substrates (1995-1997). Was the first to appreciate the significance of intracellular compartmentalization and shuttling of editing factors (1997) as well as protein phosphorylation as a regulatory mechanism for editing activity in liver in response to insulin and ethanol (2006). Demonstrated how these concepts were thematic to other members of the APOBEC family of C to U editing enzymes, particularly those involved in antibody diversification and anti-viral host defense (2006-2008).

First to identify editing of the mRNA encoding the tumor suppression NF1 and to demonstrate promiscuous editing activity due to overexpressing editing enzymes versus the potential of a safe therapeutic delivery of editing enzymes by protein transduction (1995 and 1997).

Identified a yeast homolog to mammalian editing enzymes and collaborated to obtained the first crystal structure of an editing enzyme capable of using RNA, single stranded DNA or free nucleotides as a substrate for deamination (2001-2002 and 2004).

Discovered alternative splicing of APOBEC1 complementation factor, (ACF) mooring sequence RNA binding protein as a regulatory mechanism controlling *apoB* mRNA editing (2002 and 2004).
Collaboratively obtained the first solution structure of a catalytically active and full length mammalian editing enzyme (APOBEC3G), showing that these enzymes are elongated homodimers and therefore structurally distinct from other deaminase structures previously characterized (2006).

Contributed numerous primary scientific publications, chapters, reviews and a textbook on the subject of RNA and DNA Editing and Modification.

Received multiple Federal and Foundation research grants totaling in excess of $10 M.

**ENTREPRENEURAL ACCOMPLISHMENTS**

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Established 12 novel assays for high throughput screening of chemical libraries leading to the discovery of anti-viral compounds currently in medicinal chemistry.

The early phase of OyaGen's work was published in Retrovirology in 2007 and a summary of the company's approach to stem the emergence of drug resistant viruses was published in TiBS in 2011.

Participated in three rounds of investment for OyaGen and responsible for bringing in over $6.5 M in Angel investment and over $6 M in Federal grant support for OyaGen alone.

Designed and maintain company website, public press statements and commentary and animation for a lay depiction of OyaGen's drug targeting.

Recognized as a business leader in the 'start-up' area through a BluePrint grant from NY Empire State Economic

Development Council and as an entrepreneur through an award from High Tech Rochester along with write up in the local papers and business journal.

In excess of $6M have been raised from venture and angle investor sources. Received two federal grants for assay development.

**MAJOR CONTRIBUTIONS to EDUCATION**

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**RESEARCH GRANTS**

Funding in excess of 10 million total cost since 1987 for research on Protein and RNA interactions that affect health and disease from the Office of Naval Research, Air Force, National Institutes of Health, Alcoholic Beverage Medical Research Foundation, Council for Tobacco Research and the Bill and Melinda Gates fndt.

## ONGOING RESEARCH SUPPORT

**NIH/NIAID R01AI118507-01 bridge** (Smith, PI)
*Binding Interface of HIV Vif and APOBEC3G as a Therapeutic Target* 07/01/2015-06/30/2016 A one year bridge to explore small molecule antagonists of protein-protein interactions at the Vif interface for binding to APOBEC3G in the absence of Vif-dependent degradation of APOBEC3G.

**NIH/NIGMS R01GM110038-01A1** (Smith, PI)
*High Throughput Screening for Activators of the APOBEC3G Cytidine Deaminase* 09/01/2014-08/31/2017
Analysis of RNA and ssDNA binding to APOBEC3G and the identification of small molecule antagonists of RNA inactivation of APOBEC3G ssDNA deaminase.

**NIH/NIGMS R01GM110568-01** (Smith, PI) 09/15/2013-09/14/2017

*Identification of Antagonists of the Molecular Chaperone Function of CBF beta*
High throughput screening for small molecules that bind to HIV Vif and prevent Vif binding to CBF beta.

**NIH/NIGM R01100788-01** (Miller, B. PI/Smith, co-Investigator) 09/30/2012 - 8/31/2016

*RNA-Targeted Small Molecules: Connecting Binding Kinetics to Sequence Selectivity*
Use Arrayed Imaging Reflectometry for high-throughput assessment of small molecule - RNA binding kinetics.

**NIH/NIAID CFAR P30 AI078498** (PI, S. Dewhurst & M. Keefer; Smith, investigator) 05/01/2013-04/30/2018
*Center for AIDS Research grant*.

CFAR provides support for the University of Rochester infrastructure that supports AIDS-related research and programs. Dr. Smith is listed as a CFAR participant and benefits from discounted fees on core facilities.

**Contract Research from OyaGen, Inc** Smith, PI 10/01/10-03/31/16 *Structural Analysis of APOBEC3G Interaction with Nucleic Acids*
The goal of these studies is to provide a physical map for where RNA and single stranded DNA bind to APOBEC3G using kinetic analysis, site directed mutagenesis and X-ray crystallography.

*One NIAID R21 has been submitted for May7 th and an R01 will be submitted for September 7th .*

## COMPLETED RESEARCH SUPPORT

**NIH/NIAID R21AI095007-01A1** (Smith, PI through OyaGen) 04/01/2012- 03/31/2014

*Development of a Novel HIV/AIDS Therapeutic Activating the APOBEC3G Host Defense*
The goal of this proposal was to conduct high throughput screening and medicinal chemistry for compounds that disrupt RNA binding to APOBEC3G and thereby activate its single stranded DNA deaminase activity.

**NIH/NIAID R21/R33 AI076085-03** (submitted from the UR)(Wedekind, JE, PI/Smith, HC, co-I

*The Investigation of APOBEC3G/Vif Interaction by SAXS and X-ray Crystallography* 04/01/10-03/31/13
Biochemical and molecular methods has been employed to expressed APOBEC3G and HIV-1 Vif and complexes thereof for structural analysis by small angle X-ray scattering and X-ray crystallography.

**Bill and Melinda Gates Fndt. Grand Challenges Exploration Grant** (Smith, PI) 09/01/08-08/31/09

*RNA binding Antagonist as a Means of Activating APOBEC3G Host Defense Against Viral Resistance* The goal of the proposal was to establish a FRET based high throughput system for screening libraries of drug-like small molecules for compounds that dissociated RNA from APOBEC3G and thereby activate this host defense anti-viral activity.

**NIH/NINDS R21 NS067671-02 (**Smith, PI) 09/01/09-08/31/11

*Development of a High Throughput Screen for Antagonists of Vif Dimerization*
Vif dimerization antagonists were being pursued through HTS of small molecule libraries. The HTS assay selected for hits that disrupt Vif dimers and functional endpoint assays validate that these have anti viral activity.

Once optimized, the assay will be transferred to the Broad Inst. (Harvard/MIT) for a larger library screen. There is no overlap with the proposed research.

**STTR** (J. Dias, PI/Smith, co-PI Firstwave Technologies as corporate partner 06/01/08-12/31/10

*Coupled Gene Delivery and Protein Transduction for the Reduction of Atherosclerosis*
The goal of the proposed research was the development of a novel therapeutic for the reduction of atherogenic risk due to high levels of serum LDL that involves adeno-associated virus delivery of APOBEC1 that is secreted by the infected liver cells and transduces into neighboring liver cells to induce a moderate level of ApoB mRNA editing.

**R01 DK43739-12** (Smith, PI) 07/01/00-12/31/05

**NIH/NIDDK**
*Metabolic Regulation of ApoB mRNA Editing*
Identification and molecular cloning of auxiliary proteins involved in apoB mRNA editing, determine tissuespecific expression and demonstrate their interactions leading to editosome assembly in the cell nucleus and the regulation of its editing activity.

**F49620-01-1-0571** (Smith, PI) 09/30/01-02/28/05 **Air Force**

*Altering Gene Expression and the Proteome through the Induction of mRNA Editing*
Used protein transduction techniques to deliver editing enzymes into cells and tissue to affect changes in the proteome. Identify auxiliary proteins for the editing enzymes known as the Phorbolins and use RNA binding protein affinity chromatography to isolate and characterize candidate edited mRNAs.

**R21 AI058789-02** (Smith, PI) 09/30/04-08/31/07

**NIH/NIAID**
*Base Deamination by CEM15 Suppresses HIV-1 Infectivity*
Identification of viral and/or host cell proteins that interact with CEM15 and determine the effect of these interactions on substrate specificity of cytidine deaminase activity.

**R21 AI54369-02** (Smith, PI) 03/01/03-02/28/06

**NIH/NIAID**
*The Role of mRNA Editing in B Cell Development*

The experimental design proposed two complementary but distinct biological selection systems to identify and confirm nucleotide polymorphisms in DNA and mRNA arising from AID editing. Experimental cell systems and activated human B lymphocytes will be used to validate that editing of these sequences occurs *in vivo* and to demonstrate the role of edited sequences in CSR and SHM.

**University of Rochester, Pilot Project Program** (Smith, PI ) 08/02-08/03
*The Role of Activation Induced Deaminase (AID) as an RNA Editing Enzyme in Human B-cell Function*.

**Alcoholic Beverage Medical Research Foundation** (Smith, PI) 01/98-12/01 *Ethanol Regulation of Cell Signaling Leading to Altered Nuclear RNA Processing.*

**NIH K07 HL03943-02 Nutritional Academic Award** (Pearson T, PI, Smith co-I) 07/1/97-06/31/01

**The Council for Tobacco Research-USA** (Smith, PI ) 01/93-12/99
*Occurrence of ApoB mRNA Editing Factors in Human Liver*

**NIH AND NSF Meeting Support Grant** for the 1997 First Gordon Conference on RNA Editing. (Smith, PI) and meeting's organizer.

**The Rochester Area Pepper Foundation Grant** (Smith, PI ) 1996-1997
*Biomedical Significance of NF-1 mRNA Editing*

Independent Fund Raising by HCS (meeting organizer) for the First International *Meeting on RNA Editing:*

*An Evolving Mechanism for Gene Regulation* 06/6/94-06/9/94

**The Office for Naval Research** 441q910 (Smith, PI) (07/89-06/92)

*Smooth Muscle Model System for the Induction of Oxygen Regulated Proteins During Ischemia*

**NIH R01 HL20601** (Leary, J PI/Smith co-I ) (07/88-06/93)

**NIH R01 CA33148** (Wheeless, L, PI/Smith, co-I) (07/91-08/94)

Have obtained two Basic Research Startup Grants ('87 & '90) and an ACS institutional award ('88).

## PATENTS

The University lists the following 10 Patents and Provisional 0929, 0929A, 1174, 1202, 1244, 1245, 1373,1483, 1501, 1557. Six additional patents and a divisional patent have been filed through OyaGen. OyaGen has licensed 7 patents on Vif and A3G from Thomas Jefferson University and Oregon Health Sciences Univ.

## CURRENT and PAST COLLABORATIONS

Harvard/MIT Broad Institute for high throughput screen and lead optimization for Vif dimerization antagonists

Dr. Thomas Chung, Sanford-Burnham Institute for lead optimization of APOBEC3G activators

Dr. Peter Jahrling, NIAID Fort Detrick, Fredrick, MD for APOBEC3G activator as an antiviral against filoviruses such as Hanta and Ebola

Dr. Fatah Kashanchi, BioDefense Inst and Dept Microbiology George Mason University, VA for APOBEC3G activator as an antiviral against Rift Valley virus

Dr. J. Victor Garcia Matinez, Center for Infectious Diseases, University of North Carolina at Chapel Hill, NC for live HIV efficacy testing of Vif dimerization antagonist and APOBEC3G activators

Dr. Robert Buckheit, ImQuest BioSciences, Fredrick, MD for HIV clade and MDR HIV for efficacy testing of Vif dimerization antagonist and APOBEC3G activators

Dr. Joseph Wedekind, Dept Biochemistry and Biophysics, University of Rochester, Rochester, NY for structural determination of Vif and APOBEC3G

Dr. Joel Berniac, AsisChem Inc, Waltham, MA for medicinal chemistry and custom chemical syntheses Dr. George Bondar, Life Chemicals, Ontario Canada for custom small compound library production

**PUBLICATIONS**

{Names in italics are the P.I.'s students, fellows, technicians or visiting faculty}

***Original Peer-Reviewed Manuscripts***

**(*Hirsch Index as of 2011 = 48 with 9,973 citations*)**

**SMITH, H.C.** & BEREZNEY, R. DNA polymerase a is tightly bound to the nuclear matrix of actively replicating livers. *Biochem. Biophys Res. Commun*. 97:1541-1547 (1980).

BEREZNEY, R., BASLER, J., BUCHHOLTZ, L.A., **SMITH, H.C.** & SIEGEL, A. Nuclear organization and DNA replication. *The Nuclear Envelope and Nuclear Matrix*. (Maul, G.G., ed.) A.R. Liss Pub. Co., pp. 183-197 (1982).

**SMITH, H.C.** & BEREZNEY R., Nuclear matrix bound DNA synthesis: an in vitro system. *Biochemistry* 21:6751-6761 (1982).

**SMITH, H.C.** & BEREZNEY, R. Dynamic domains of DNA polymerase a in regenerating rat liver. *Biochemistry* 22:3042-3046 (1983).

**SMITH, H.C.**, PUVION, E., BUCHHOLTZ, L.A. & BEREZNEY, R. Localization of DNA attachment and replication sites. *J. Cell Biol*. 99:1794-1802 (1984).

BUSCH, H., OCHS, R.L., **SMITH, H.C.** & SPECTOR, D.L. Nuclear antigenic structures. *Scan. J. Rheum*. 56:10-21 (1985).

GUPTA, R.C., DIGHE, N.R., RANDERATH, K. & **SMITH, H.C.** Distribution of initial and persistent 2acetylamino-flourene induced DNA adducts within DNA loops. *P.N.A.S.* USA 82:6605-6608 (1985).

TUBO, R.A., **SMITH, H.C.** & BEREZNEY, R. The nuclear matrix continues DNA synthesis at in vivo replication forks. *Biochim. Biophys. Acta* 825:326-334 (1985).

**SMITH, H.C.**, BREWSTER, J., REKOSH, D. & BEREZNEY, R. Adenovirus association and replication on the HeLa nuclear matrix. *Biochemistry* 24:1197-1202 (1985).

**SMITH, H.C.**, SPECTOR, D.L., WOODCOCK, C.L.F., OCHS, R.L. & BHORJEE, J. Alterations in chromatin Condensation state are accompanied by reorganization of nonchromatin domains that contain U-snRNP proteins and nuclear protein p107. *J. Cell Biol*. 101:560-567 (1986).

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**SMITH, H.C.**, OCHS, R.L., FERANDEZ, E.A. & SPECTOR, D.L. Macromolecular domains containing nuclear protein p107 and U-snRNP: evidence for an in situ nuclear matrix. *Molec. Cell. Biochem*. 70:151168 (1986).

**SMITH, H.C**. & ROTHBLUM, R.I. rDNA sequences attached to the nuclear matrix. *Biochem. Genet*. 25:863879 (1987).

**SMITH, H.C.**, LIN, D. & CHINAULT, A.C. Ultrastructural and biochemical comparisons of nuclear matrices prepared by high salt or LIS extraction. *Molec. Cell. Biochem*. 77:49-61 (1987).

*HARRIS, S.G.* & **SMITH, H.C**. SnRNP core protein enrichment in the nuclear matrix. *Biochem. Biophys. Res. Commun*. 152:1383-1387 (1988).

*HARRIS, S.G.*, HOCH, S.O. & **SMITH, H.C.** Chemical cross-linking of Sm and RNP antigenic proteins. *Biochemistry* 27:4595-4600 (1988).

*HARRIS, S.G.*, MARTIN, T.E. & **SMITH, H.C.** Reversible chemical cross-linking and ribonuclease digestion analysis of the organization of proteins in ribonucleoprotein particles. *Mol. Cell Biochem*. 84:17-28 (1988).

**SMITH, H.C.**, *HARRIS, S.G.*, ZILLMANN, M. & BERGET, S.M. Evidence that a nuclear matrix protein participates in pre-messenger RNA splicing. *Exp. Cell Res*. 182: 521-531 (1989).

LIEW, C.C. & **SMITH, H.C**. Immunological evidence for the role of phosphoprotein p68/pI=7.3 in premessenger RNA splicing. *FEBS Lett*. 248:101-104 (1989).

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**SMITH, H.C.**, *HARRIS, S.G.*, *KUO, S.R.*, *BACKUS, J.W.*, SPARKS, C.E. & SPARKS, J.D**.** In vitro apoB mRNA editing: identification of a 27S editing complex. *P. N. A. S.* USA 88:1489-1493 (1991).

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*HARRIS, S.G., SABIO, I., MAYER, E., STEINBERG, M.F., BACKUS, J.W.*, SPARKS, J.D., SPARKS, C.E. & **SMITH, H.C.** Extract specific heterogeneity in high-order complexes containing apolipoprotein B mRNA editing activity and RNA binding proteins. *J. Biol. Chem*. 256:7382-7392 (1993).

*BACKUS, J.W.* & **SMITH, H.C.** Specific 3' sequences flanking a minimal apolipoprotein B (apo B) mRNA editing "cassette" are critical for efficient Editing in vitro. *Biochem. Biophys. Acta* 1217:65-73 (1993).

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*YANG, Y, YANG, Y, KOVALSKI, K.* & **SMITH, H.C.** Partial characterization of the auxiliary factors involved in apoB mRNA editing through APOBEC-1 affinity chromatography. *J. Biol. Chem.* 272:27700-27706 (1997).

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**PUBLISHED REVIEWS, CHAPTERS and COMMENTARIES**

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**SMITH. H.C.** Measuring editing activity and identifying C to U mRNA editing factors in cells and biochemical isolates. In Methods in Enzymology, RNA Editing & Modification (Gott, J., eds) Academic Press, NY. 424:389-416 (2007).

**SMITH, H.C.** editor of RNA and DNA Editing: Molecular Mechanisms and Their Integration into Biological Systems 16 chapters, Wiley Press, NY, 2008.

**SMITH, H.C.** The APOBEC1 Paradigm for Mammalian Cytidine Deaminases that Edit DNA and RNA, in DNA and RNA Modifications Enzymes (Grosjean, H. ed), Landes BioSciences, Invited Chapter 15 pp. 181-202 (2009).

**SMITH, H.C.** APOBEC3G: A Double Agent in Host Defense. Trends Biochem Sci. 36:239-44 (2011).

**SMITH, H.C.**, *BENNETT, R.P., KIZILYER, A., MCDOUGALL, W.M., PROHASKA, K.M.* 'The Interaction of APOBEC Family Members with RNA as a Regulator of Cytidine Deaminase Activity on DNA', in Seminars in Cell and Developmental Biology (Maas, S., ed) Elsivier Press, (2012) 23: 258-268.

**SMITH, H.C.** 'Deaminase-Dependent and Deaminase-Independent Functions of APOBEC1 and APOBEC1 Complementation Factor', Chapter 7 in RNA Editing: Current Research and Future Trends (Maas, S. ed) Horizon Scientific Press (2013).

**SMITH, H.C.** Curing Academic/Industrial Ills. Point of View, Genetic and Engineering News 33:6-8 (2013).

*PROHASKA, K.M., BENNETT, R.P., SALTER, J.D.,* **SMITH, H.C.** The Multifaceted Roles of RNA Binding in APOBEC Cytidine Deaminase Functions. In Press WIREs RNA (Wiley Interdisciplinary Reviews) (2014).

*SALTER, J.D.*, MORALES, G.A. **SMITH, H.C.** (2014) Structural Insights for HIV-1 Therapeutic Strategies Targeting Vif. *Trends Biochem Sci*. 39:373-80.

**GENBANK SEQUENCE SUBMISSION**

*SOWDEN M.P.* & **SMITH H.C.** (11/97) Complete cDNA sequence for betaine homocysteine methyltransferase (BHMT) from mouse. Accession # AF033381.

*SOWDEN M.P.* SPARKS, J.D., SPARKS, C.E. & **SMITH H.C.** (12/97) Complete cDNA sequence for betaine homocysteine methyl-transferase (BHMT) from rat. Accession # AF038870.

*SOWDEN M.P.* & **SMITH H.C.** (6/99) Mus. musculus strains 129/ola and several betaine homocysteine methyltransferase pseudogenes, complete sequence Genbank Accession # AF157684 and AF157685.

*SOWDEN M.P.* & **SMITH H.C.** (6/00) Human APOBEC-1 complementation factor related protein Accession # AF271790.

*SOWDEN M.P.* & **SMITH H.C.** (6/00) A polymorphism in Human APOBEC-1 complementation factor. Accession # AF271789

*SOWDEN M.P.* & **SMITH H.C.** (8/00) Rattus norvegicus APOBEC-1 Complementation Factor mRNA p66/ACF. Accession # AF290984

*SOWDEN M.P.* & **SMITH H.C.** (03.01) Rattus norvegicus Isoform of APOBEC-1 Complementation Factor mRNA p66/ASP. Accession # AY028945

**Published Commentaries Quoting or Written about Dr. Smith's Research**

L. Chan & P. Seeburg, 'RNA Editing' in *Scientific American Science and Medicine* volume 2, #2 pp. 68-77. The article credits HCS for several vital discoveries in the field while at the University of Rochester (1995).

Promega *Bench Press*, 'Customer Corner' Background and Perspectives on HC Smith as a Promega Express Freezer Program manager (December, 1999).

K.A. Thiel, 'RNA Editing: Reading our Genetic Diversity, Through a Glass, Darkly' in *Doubletwist Inc*, Extensive quotations from interviews with HCS and other leaders in the field exclaiming the urgency to understand RNA editing in the context of the proteinome initiative (2000).

S. Jacob, 'Biotech Researcher Works to Crack Secrets of Editing' in *Rochester Business Journal*. The article describes discoveries by HCS and others in the field of RNA editing and underscores biotech investment opportunities (July 19, 2002).

American Society for Biochemistry and Molecular Biology, News Letter Published letter to the editor from HCS on undergraduate and premed curricula for science education (January, 2003).

Democrat and Chronicle, Business section 10D 'UR fund invests in HIV fighter'. The article describes OyaGen, Inc as a start-up focusing on HIV therapeutics (January 13, 2004).

Dr. Smith's life and career highlighted in Dean David Guzick's monthly newsletter in 2004.

Letters received from Congresswomen Louis Slaughter acknowledging Dr. Smith receipt of NIH funding

Career and Life Profile: http://notableandnewsworthy.blogspot.com/2007/03/harold-c-smith html

Democrat and Chronicle, Business section 10D OyaGen blazing path toward anti-AIDS drug. The article describes the discovery that patients that are more resistant to HIV known as long term nonprogressors express high levels of APOBEC3G (September, 1, 2005). The D&C also published a articles on H.C. Smith and OyaGen on January 12, 2004 and September 25, 2010. The Rochester Business Journal also published an article on January 8, 2010 and September 24, 2010.

Personal Television interviews for channel 9 and 13 news 01/2004 and 09/24/2010.

Editorials in Rochester Business Journal on Dr. Smith's company OyaGen, Inc's effort to work through the economic downturn.

HIV Haven blog on Vif , A3G and the leadership position OyaGen, Inc has established in drug discovery on these targets (www.hivhaven.com/2012-04-13-23-40-58/noteworthy/5002-getting-to-the-haart-of-the-matter-whywe-need-new-treatment-options )

Genetic & Engineering News Wall Street BioBeat (http://www.genengnews.com/gen-articles/hiv-researchersseek-a-potential-cure/4997/ )

A&U America's AIDS Magazine, *Deeper End of the Ocean* an article describing host restriction factors. Issue 232 (February 2104) p52 http://aumag.org/wordpress/digital-issue/

Wikipedia:

http://en.wikipedia.org/wiki/Harold_Smith_%28scientist%29
http://en.wikipedia.org/wiki/OyaGen

**Animated Feature Production**

OyaGen, Path to a Functional Cure for HIV/AIDS http://youtube/P1ODXikMmHk

https://www.youtube.com/watch?v=6uyRyhzaoNQ

**MEETINGS and PRESENTATIONS**

(only extramural presentations are listed/1-2 local seminars were presented each year that are not listed)

| | |
|---|---|
| 01/93 | Invited Speaker at Gordon Conference on Enzyme Organization and Cell Function, Oxnard, CA |
| 05/93 | Poster presentation at the annual RNA Processing Mtg, Cold Spring Harbor Laboratories, NY |
| 06/93 | Invited Speaker at Workshop on the Cell Biology of Trauma, Chapel Hill, NC |
| 10/93 | Invited Heritage Lecturer at the University of Alberta, Canada |
| 10/93 | Invited Seminar, Genetics and Development Series, Cornell University, Ithaca, NY |
| 02/94 | Invited Speaker at Keystone Symposia on Nucleic Acid-Protein Interactions, Tamarron, CO |
| 03/94 | Invited Seminar, Dept. Biological Sciences, S.U.N.Y at Albany, NY |
| 05/94 | Invited Speaker and poster presentation, RNA Processing Mtg, Madison WI |
| 06/94 | Invited Speaker at Gordon Conference on Nucleic Acids, Newhampton, NH |
| 10/94 | Invited Seminar, Dept. Biological Sciences, Rutgers University, NJ |
| 10/94 | Organizer of and Speaker and Workshop Coordinator in the First International Mtg on *RNA Editing: An Evolving Mechanism for Gene Regulation,* Albany, NY |
| 02/95 | Invited Seminar, Dept. Biological Sciences, Syracuse University, Syracuse, NY |
| 02/95 | Invited Seminar, Dept. Biochemistry, Columbia University, NY, NY |
| 03/95 | Invited Seminar, Medical College of Pennsylvania, Philadelphia, PA |
| 09/95 | Invited Seminar, Univ. of Pittsburgh & The Carnegie-Mellon University, Pittsburgh, PA |
| 10/95 | Invited Seminar for the Undergraduate Research Program in the Dept. Biol. Chem., Roberts Wesleyan College, Rochester, NY |
| 01/96 | Distinguished Alumini & Keynote Speaker, Dept Biology Retreat, S.U.N.Y. at Buffalo, NY |
| 03/96 | Invited Speaker for the Graduate Program in the Dept. Microbiology, Med College of Wisconsin, WI |
| 03/96 | Invited Speaker, National Center of Biotechnology (NCBI/NIH) and visiting Scientist for a four day workshop at the National Library of Medicine, Bethesda MD |
| 1/97 | Organizer and Chair of the first Gordon Research Conference on RNA Editing, Ventura, CA |
| 4/97 | Invited Seminar for the Graduate Molecular Biology Program Dept. Biochem./Mol. Biol. Univ. Miami School of Med., Miami, FL |
| 3/98 | Invited Seminar, Dept. Microbiology, University of Vermont, Burlington, VT |
| 5/98 | Speaker, American Soc. Microbiol. Annual mtg, Colloquium session on 'RNA Editing and Modification', Atlanta, GA |
| 5/98 | Speaker and poster presentation, RNA Society meeting, Madison, WI |
| 6/98 | Invited Seminar of the Graduate Program for the Dept. Microbiology, Michigan State University |
| 1/99 | Invited Speaker, Gordon Research conference on RNA Editing, Ventura, CA |
| 3/99 | Invited workshop participant: Orientation to the Tutorial Process, Southern Illinois University, Springfield, IL |
| 5/99 | Invited Seminar, Department of Biochemistry & Molec. Biol., Chicago Med. School Chicago, IL |

5/99 Two poster presentations, RNA Society Meeting, Madison WI
10/00 Poster on the Molecules to Cells course at the AAMC meeting, Chicago , IL
01/01 Session Chair and Speaker, Gordon Research Conference on RNA Editing, Ventura, CA
01/01 Leader, PBL case writer and organizer of the academic activities for the University of Rochester's first 'Day of Multicultural Learning' in honor of the life and teachings of Dr. Martin Luther King Jr. for first and second year medical students
6/01 Conference on 'Teaching Genetics to Medical Students', Medical Education Center of Harvard Medical School, Rochester, NY
10/01 Invited Seminar in the Graduate Program of the Max-Planck-Institut für Evolutionäre Anthropologie, Leipzif, Germany
04/02 Speaker in Review of Bio-Inspired Concepts with RNA, AFOSR, Annapolis, MD
05/02 Speaker and Poster presentations RNA Society meeting, Madison, WI
10/02 Distinguished Alumnus, invited speaker for the Cell and Molecular Biology Graduate Program for the Department of Biology, S.U.N.Y. at Buffalo, NY
10/02 Invited presentation on ACS atherosclerosis Protein Transduction Therapy (by Claudia Stewart from the U of R Tech Transfer Office), Biotech Forum 2002, Roswell Park Cancer Institute, Buffalo, NY
01/03 Invited Speaker, Gordon Research Conference on RNA Editing, Ventura, CA
03/03 Invited Speaker, BioInformatic Program at the NIH/NCBI/NML, Bethesda, MD
11/03 Invited Seminar Speaker and Graduate Program Lecturer, Academy Sinica, Institute for Molecular Biology Taipai, Taiwan, ROC
03/04 Served as a member of a panel of Rochester academics, technology and business leaders in a teleconference with similar professionals from the American College of Kosovo
05/04 Speaker Annual RNA Society Meeting, Madison, WI
01/05 Speaker and Session Chair Gordon Research Conference on RNA Editing
10/05 Invited Speaker for the Biology Graduate Program At Brock University Hamilton, Canada
01/07 Invited Speaker, Gordon Research Conference on RNA Editing, Ventura, CA
03/07 Invited Speaker, Keystone Meeting on HIV Vaccines: From Basic Research to Clinical Trials, British Columbia, Canada
09/07 Invited Speaker, FEBS-Workshop on 'DNA and RNA modification enzymes: Structure, Mechanism, Function and Evolution, Aussois France
11/07 Invited Speaker for the Molecular Biology Graduate Program for the Dept. Molecular Biology, University of Illinois, Chicago IL
10/08 Invited Speaker, Life Sciences & Healthcare Venture Summit, NY, NY
11/08 Invited Speaker for the Graduate Program SUNY AB
01/09 Invited Speaker, Gordon Research Conference on RNA Editing, Galveston, TX
01/11 Invited Speaker, Gordon Research Conference on RNA Editing, Galveston, TX
09/11 Keynote speaker, Session Chair for Virology 2011 Intl conference held in Baltimore, MD
08/12 Organizer and Drug Discovery Workshop leader of Virology 2012, 2nd Intl conf in Las Vega, NV
11/12 Invited Seminar, NIAID Fort Detrick, MD
01/13 Invited Speaker, Gordon Research Conference on RNA Editing, Galveston, TX
01/13 Invited seminar, George Mason University, MD
01/13 Invited Speaker, GlaxsoSmithKlein/ViiV Research Triangle Park, NC
01/13 Invited Presentation, Merck & Co, Philadelphia, PA
02/13 Invited Speaker, Military HIV Research Program and NIAID at NIH Bethesda. MD
05/13 Invited Speaker, International Conference on AIDS Research (ICAR), plus 2 posters
06/13 Invited Speaker, LeftForum, NY,NY panel on AIDS drug Discovery and Funding the Path Forward
06/13 Invited Speaker, Johannes Gutenberg-Universität Mainz Institute for Pharmacy and Biochemistry, Mainz, Germany

11/13 Cell/The Lancet What will it take to achieve and AIDS-free World invited poster
03/14 CROI, Boston, MA, invited poster
07/14 International AIDS Conf, invited poster and hot topic poster, Melbourne, Australia
03/15 Invited Speaker, Gordon Research Conference, Luca, Italy
03/15 Invited Speaker, ASBMB annual meeting Boston, MA
06/15 Invited Speaker, OMICS Retrovirology, Chicago, IL

**TEACHING**

**CURRENT COURSE DIRECTORSHIPS and TEACHING**

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

**GRADUATE STUDENTS IN TRAINING**

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

**Past**

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

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**CURRENT and PAST COMMITTEE RESPONSIBILITIES**

University of Rochester Steering Committee for the Drug Discovery Cluster (2011-present)
University Intellectual Property Advisor Committee (2003-present)
Admission's Committee for the Biochemistry, Cell and Molecular Biology Graduate Program (2001-2011) Regularly participate in the graduate student interview process for Biochemistry/Biophysics, Pathology, Toxicology, the former Program in Biology and Medicine and the M.D./Ph.D. student interview process since 1987.
Served as thesis committee member for 26 graduate students since 1990.
Served as chair for Ph.D. thesis defense committees 20 times since 1992.
Presented diplomas and gave the opening or closing address at the undergraduate biochemistry majors' graduation ceremony 1992, 1994, 1998, 2000, 2002, 2005, 2006
Co-organizer of the 3rd Annual Biochemistry, Cell and Molecular Biology Graduate Program (Retreat 10/2004)
Served on the first and second year medical school course directors committee (1997-01).
Served on the Double Helix first and second year course directors committee (2000-01).
Served on the Double Helix 'End of Second Year Comprehensive Examination' committee (2001).
Co-chaired the science planning mission of the Center for Biomedical Learning Conference facility for 1999-2000 and now serve as basic science advisor to the CBL.
Served as the Director of the Pathology Graduate Program (1992-1997). Had a major role in redesigning and restructuring the program that resulted in the Pathology Graduate Program being removed from New York State probational status (a status that existed prior to HCS joining the University).
Admissions review committee for the Program in Biology and Medicine Graduate Program, 1996, 1997
Graduate student merit award review committee, 1997
Served on the ad hoc Committee for Isotope Surcharges 1992, 1993.
Served on the Committee on New Technologies in Pathology, 1994.
Served on the Curriculum Review for Pathology, 1994.
Interviewed of incoming residents for the match in Pathology 1990-1996.

Served on the Whipple Chair/Basic Science Director Recruitment Search Committee.
Served on the Department of Pathology's Research Advisory Committee
Served annually 1994-1998 served as an evaluator of Scientific presentations at the American Association for Dental Research Annual Winter Mtg for the Basil G. Bibby and Michael G. Buonocore Graduate Student Awards Competition.
Serve on the Biochemistry and Molecular Biology Graduate Program Admissions Committee since 1997 present.

**GRANT REVIEWS and EDITORIAL ASSIGNMENTS**

03'-07' served as study section member of Ruth Kirschstein National Research Service Awards

1991-1996 served on the editorial board of Molecular and Cellular Biochemistry

1994 served on a reverse site visit team for the NIH Institute of Aging as primary reviewer for three sections of a P01

From 1992-present, ad hoc reviewer for NSF for the Gene Expression panel, within the Genes and Genome Systems Cluster (for a total of 2-5 grants per year)

Selected five times since 1994 as reviewer for a program project grant on editing submitted to the Human Health Resource Award, international funding agency

Invited as standing reviewer for the Italian Ministry of Research to review proposals from the newly organized Italian University Grants System Program (1998)

Served four times for the Binational Scientific Foundation (an Israel-USA scientific collaborative venture) 02/00-07/10

Serve annually since 1996 as Pilot Project Reviewer for the EHS center, U of R.

2000 Welcome Trust Grant reviewer

Served since 2002 on the Biophysical and Biochemical Sciences National Institutes of Health Special Emphasis Fellowship Review Panel

2003 Served as Teleconference Special Reviewer for NIH CDF-1
2004 Served as Teleconference Special Reviewer for NIH AID
2004 Served as study section member for The American Institute of Biological Sciences (AIBS)/US Army Medical Research and Materiel Command (USAMRMC)

2004 NIH Conference and Meetings Grant write-in reviewer

2000-present Adhoc reviewer for GM, NIAID and NIDDK study section and special emphasis panels

1997-present Adhoc reviewer for NSF Biochemistry and Molecular Biology grant review panels

2007-present serve on the study section member of the Roadmap HTS Assay for Molecular Libraries Probe Centers Network

2011 NIH Special Emphasis Teleconference reviewer

2012- Study section member of Ruth Kirschstein National Research Service Awards

2012 Served as reviewer for the MRC, UK program grants

2013 Study section chair and primary reviewer for Special Emphasis Panel ZAI-DR-A-C1 for core service providers on 'In vitro Testing Resource for HIV Therapeutics and Topical Microbicides'

Regularly review an average of 4-6 manuscripts annually for varying journals including: Atherosclerosis, Biochemical J. Cancer Research, International J. Radiation Oncology, J. Biological Chemistry, J. Histochemistry & Cytochemistry, J. Cellular Physiology, J. Lipid Research, J. Molecular Medicine, Leukemia Research, Metabolism, Molecular Cell, Molecular and Cell Biology, Molecular & Cellular Biochemistry, Molecular Medicine, Nature, Nature Structural and Molecular Biology, Plos, Proceedings from the National Academy of Science, RNA, Retrovirology, Trends in Biochemical Sciences, Trends in Genetics and Virology

**ENTREPRENERIARL ACTIVITY**

**EXECUTIVE SUMMARY**

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

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Pharmacist

Great Lakes Medicinals has retained Dr. Kaley Odenbach as the Director of Pharmaceuticals for its operations. Dr. Odenbach currently holds an active State of New York pharmacist license. At the onset of retail dispensary operations, GLM will ensure that all dispensing facilities are only open and operational when Dr. Kaley Odenbach is on site at the location and is directly supervising the activity within the facility, as she is currently the only licensed pharmacist employed at GLM. At times that a State of New York licensed pharmacist, currently Dr. Odenbach, is not present the dispensing facilities will remain closed and be properly secured. GLM intends on hiring additional State of New York licensed pharmacists from the local communities of Rochester, Syracuse, Yonkers and Binghamton for the retail dispensaries located in these areas. GLM will ensure that all of its licensed retail dispensaries will only be open and operational during the hours allowed per regulations and only remain open if there is a State of New York

licensed pharmacist with an active license on the premises to directly supervise facility activities. The dispensaries will remain closed and properly secured at all other times.

Dr. Kaley Odenbach's resume can be viewed below.

**Kaley A. Odenbach**
Great Lakes Medicinals LLC
Director of Pharmaceuticals
[redacted]
kmoonan@greatlakesmeds.com

**Role:** Director of Pharmaceuticals at Great Lakes Medicinals LLC

Great Lakes Medicinals mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we serve.

At Great Lakes, Kaley will be the Director of Pharmaceuticals. She will use her past experience as a pharmacy manager to help establish all four of GLM's dispensaries and oversee the pharmacists. Kaley will ensure that the pharmacists are trained and able to provide excellent patient care and counseling, including routine follow up appointments to discuss efficacy and any adverse drug events. Kaley will be required to maintain constant communication with GLM's research partners, and local medical institutions so that she can provide GLM's patients with complete and accurate information about all of GLM's products.

**Education**
Doctor of Pharmacy
August 2005 – May 2011
Northeastern University – Bouvé College of Health Sciences
Boston, MA 02115

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

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

# Staff Requirements

GREAT LAKES MEDICINALS

## Great Lakes Medicinals Staff Requirements

Great Lakes Medicinals believes that all staff employed at any facility should share its same vision, mission and core values. GLM will employ individuals who are committed to the medicinal value of the marijuana plant and the creation of safe access for the patients of New York. GLM's goal will be to attract qualified job applicants that share its passion for the medicinal properties of the marijuana plant, for helping people and creating a better quality of life. GLM will develop a team consisting of skilled professionals capable of successfully operating in a highly regulated, compliance-driven environment. Prospective employees will undergo required background checks as well as extensive interviewing to ensure they can meet the duties and requirements of the job function. Great Lakes Medicinals will recruit from its local community as well as industry sectors such as agriculture, pharmaceutical and manufacturing, placing an emphasis on subject matter expertise from relevant established markets. GLM will also hire skilled labor through is agreement with the Local 338 of the Retail, Wholesale, Department Store Union ("RWDSU"), United Food and Commercial Workers ("UFCW")

### Staff Age Requirements

All GLM employees involved with any operations occurring at the cultivation facility and/or the retail dispensaries will be of twenty-one (21) years of age or older. Every potential employee's age will be verified prior to an employment offer or before hiring of an employee, and GLM will ensure that age verification is documented through the completion and retention of an I9 employment form, as available from the United States Citizenship and Immigration Services website (http://www.uscis.gov/sites/default/files/files/form/i-9.pdf). In compliance with the requirements of form I9, management will verify and validate two forms of identification for all employees. Forms of acceptable identification include certificates of birth, state-issued and valid ID cards, passports, social security cards, and/or valid military IDs.

GLM will also require every potential employee to submit to a background check that will include verification of said potential employee's age. Background checks are explained in more detail further below in this document.

### Diversity and Hiring Plan

Great Lakes Medicinals values diversity highly and is committed to promoting it in its company and workforce. GLM's goal is to hire, develop and retain a team of people that reflects the patients and communities' in which we serve. GLM values diversity of experiences, backgrounds and ideas and understands that the only way to improve the patient experience and products is to encourage innovation in care. Valuing diversity will be a core part of GLM's culture, enabling developmental and advancement opportunities for all. Regardless of race, sex, ethnicity or socioeconomic status, GLM will seek motivated individuals who share its desire to provide exceptional patient experiences and care with medicinal grade marijuana products. With the goal of making the company as diverse as possible, GLM pledges to hire at least 20% of its employees from minority backgrounds.

To initiate cultivation operations, GLM will initially focus on the city of Rochester to employ individuals from the local community. GLM's strategy will be to partner with inner-city organizations, offering job placement and career development programs for inner city residents. GLM will work with these organizations to find candidates that share its values, understand its goals and embrace its culture. GLM will be offering on-the-job training for entry-level positions at above average annual wage rates ($40,000-$60,000), which will present the opportunity to improve its employees' lives as well as their families. Additionally, GLM will improve the communities in which it serves by providing entry level employees with above average benefits, retirement plans and tuition assistance in addition to base pay.

### Background Checks

Great Lakes Medicinals will require every potential employee to submit to a third party background check prior to being furnished with an offer for employment. GLM will ensure that it never employs any person who has been convicted of a felony for the sale or possession of drugs, narcotics or controlled substances in accordance with the requirements of §3364 of the public health law.

GLM will not employ or offer employment to any person who does not meet the pre-employment requirements set forth in State regulations and/or policies set forth in the Employee Handbook.

GLM intends to employ responsible people with good moral character who share its core values.

### Employee Handbook

GLM will utilize an Employee Handbook as a guide and resource for all of its employees. The Employee Handbook will include all company policies and procedures. All employees will be required to review the Employee Handbook and agree to the terms and conditions therein prior to being hired by GLM. The Employee Handbook will explain company policies and procedures that all employees must comply with. Policies covered in the Employee Handbook will include, but not be limited to:

- Company Profile
- Employment Categories
- Guidelines to Company Policies
- Work Hours and Compensation
- Holidays
- Vacation and Leaves
- Benefits
- Equal Opportunity Policy
- Sexual Harassment
- Disciplinary Action

- Drug and Alcohol Policy

GLM's Employee Handbook can be seen below.

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## GREETINGS AND WELCOME!

The employees of Great Lakes Medicinals LLC constitute our most valued resource. If you are a new member of the staff, we extend to you a welcome and the support of the entire Company.

This handbook is provided to acquaint all our employees with our policies, rules and regulations, and with the benefits available to you. You will also find some guidelines for your behavior on the job. As we mentioned above, our success depends in a large part upon you - your attitude, cooperation, courtesy and public appearance. What you say and how you say it will reflect not only you personally, but will also create an image of our entire organization.

This guide also provides summary information about the terms and conditions of employment. It should not be regarded as a fully detailed, official description of all employment policies and practices. When information beyond that provided in the guide is needed, please confer with your manager. We hope that you will find the information presented herein useful. Your comments or suggestions are welcome.

The policies in this guide have been prepared as a reference for GLM employees. The Company reserves the right to change any terms or conditions of employment, whether these are stated in the guides established throughout employment practices. However, these terms and conditions may be altered only in writing and signed by Company Officers.

This guide should not be construed and does not constitute a contract guaranteeing employment for any specific duration. The employee, or the Company, may terminate the "at-will" employment relationship at any time, with or without cause, as allowed by law.

Employees must adhere to these policies and procedures or be subject to disciplinary action up to and including discharge from the Company. Disciplinary procedures stated in this guide are advisory and not binding. These procedures may be modified at the discretion of the Company.

Employee: _____

Date: _____

## 2.0 Company Profile

### MISSION

Great Lakes Medicinals' mission is to be the leading provider of pharmaceutical grade medicine to those in need of high quality, safe and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we service.

### CORE VALUES

GLM philosophy is to cultivate, manufacture and dispense medical cannabis and medical cannabis-infused products of the highest quality and with the highest regard for health, safety, security and efficacy for employees, business partners and end users. GLM will always operate our organization and business with our employees and patients as the sole purpose of being in business. We believe that if we care, respect, listen to and empower our employees every

day, they will, in turn, offer our patients and customers the best possible service and dispensary experience in the state. We want to be active members of the communities that we serve and are enthusiastic about being involved with local municipalities and governments. GLM will always operate their business in a transparent and honest way in order to minimize any changes that could impact their patients, employees and communities in which they serve.

**ABOUT THE COMPANY**

Great Lakes Medicinals LLC ("Great Lakes" or "GLM") is a patient focused Cannabis based health care organization and member of the National Cannabis Industry Association (NCIA) located in Western New York. GLM's sole purpose is to provide high quality, safe and natural relief to patients and families who are looking for alternative medicines. GLM's mission is to be the leading provider of Cannabis based alternative medicines in New York State. Every product will be scrutinized to the highest safety standards in order to protect patients through strict processes, research and quality controls.

GLM will sell oil-based medical cannabis products to all patients certified by New York State. The organization is owned and operated by residents of the state of NY, but has partnered with a Denver, CO based consultant to provide the cannabis business startup expertise. The marijuana industry is one of the nation's fastest growing billion-dollar industries and Great Lakes intends to be a key player and pioneer of the market. GLM will not only be creating a new company, but it will also be a key player in creating America's newest market in New York State.

## 3.0 EMPLOYMENT CATEGORIES

Under federal law, employee classifications are divided into two general categories: exempt employees and nonexempt employees. These terms are used in this guide.

The exempt employee classification or group, as defined by the Federal Fair Labor Standards Act (FLSA), consists of employees whose responsibilities include a predominant amount of executive, managerial or administrative duties or whose positions require either an advanced educational degree of knowledge and experience in a specific field that is considered professional within the framework of the Company. These positions are called exempt because they are exempt from provisions of the FLSA that specify overtime premium pay for time worked in excess of 40 hours per week. The nonexempt group consists of employees who perform support functions other than those described above.

Employment status is defined in terms of work week hours or expected length of employment. Although regular employment status includes an expectation of continued employment such status does not guarantee continued employment at any time or for any specific period.

- Regular full-time employment status means that an employee works a regular schedule of at least 40 hours per week or 80 hours in a biweekly period, and the term of employment either has no defined limit or is expected to continue for at least one year. This type of employee is entitled to all benefits.

- Regular part-time employment status means that an employee works a regular schedule of at least 30 hours per week or 60 hours in a biweekly period, and the term of employment will be on a prorated basis or as limited by a particular benefit program.

- Irregular employment status means that an employee with a regular or irregular schedule of hours that normally totals less than 20 hours a week or less than 40 hours in a biweekly period. This status may be used to staff a particular project. The employment term is expected to continue for a limited period as determined by the project's contract but is generally less than a year. This type of employee will not be paid for holidays, vacation or sick leave and is not entitled to Company benefits.

- Special Services status means that an employee has a specific work schedule based on prior agreement between the employee and the Company. Paid holidays, vacation, sick leave, medical and dental benefits and retirement plan participation are also decided prior to employment or status change.

- Temporary employment status means that the employment term is scheduled to last less than a year; such as employment for the summer month, or the employment is for the duration of a specific job. This type of employment may require overtime, which will be paid in accordance with the provisions of the employee classification. Temporary employees will not be paid for holidays, vacation or sick leave and is not entitled to Company benefits.

## 4.0 GUIDELINES TO COMPANY POLICIES

### 4.1 Immigration Law Compliance

The United States Immigration Reform and Control Act of 1986 preserve the tradition of legal immigration. All new employees must fill out the U.S. Government Form I-9 when they start to work and also must have the necessary document (such as birth certificate, driver's license, social security card or green card) to establish identity and eligibility to work in the United States.

### 4.3 New Employees Eligibility Period

For the first thirty days of service after initial employment or after a promotion the employee has the opportunity to learn to perform the duties of the position in a satisfactory manner. For the first ninety days of employment the employee will NOT be eligible to be paid for holidays, vacation or sick leave and is entitled to company benefits. Eligibility criteria for other benefits are further described in Section 6.0 and 7.0 of this guide.

### 4.4 Personal Appearance, Dress and Hygiene

When working, employees must be neat and clean and wear clothing appropriate to their tasks and responsibilities in the Company. The general policy for personal appearance/attire is business casual or business formal depending on activities occurring such as client meetings. We do not allow ripped jeans, shorts, sleeveless shirts, or obscenities on T-Shirts. Division Managers have the authority to require reasonable and appropriate standards of dress, appearance and personal hygiene. All field employees with hair longer than neck length are required to have it tied back, clean shaved face is recommended; if an employee has a beard or facial hair it must be neatly groomed.

### 4.5 Personal Mail and Phone Calls

GLM stationery is for official business use only. It should not be used for personal correspondence or for business or political correspondence when the employee is not representing the Company in an official capacity.

The telephones in the office including cellular phones are intended for business use only, and therefore, during working hours either the placing or receiving of personal phone calls must be limited in both duration and the number.

GLM e-mail system is for company use only and should not contain material not related to the job tasks assigned to you (i.e. graphic or explicit material).

### 4.6 Smoking Policy

The office is in a smoke-free building. All employees and guests will be required to abide by this ordinance. In some situations, designated smoking areas may be established, but when that is not feasible, smokers will have to forego smoking until they are away from the work area. If this becomes a problem, repercussions will be taken.

### 4.7 Alcohol and Drug Free Workplace Policy

GLM is committed to maintaining an alcohol and drug free workplace and is obligated to the rigorous enforcement of applicable laws and policies. GLM premises and work sites prohibit the unlawful possession, use, distribution, sale or manufacture of controlled substances including alcohol. Random drug screening tests will be performed periodically.

Additionally, reporting to work under the influence of alcohol or drugs is prohibited. GLM observes a zero tolerance. It has been established that alcohol and drugs can effect a person's coordination and motor skills. Any employee under the influence of alcohol or drugs during working hours will receive a written reprimand. Upon the second incident of reporting to work under the influence of drugs or alcohol the employee will be temporarily suspended without pay to receive necessary treatment.

Employees who are approached by anyone on Company premises or work sites with regard to the purchase of controlled substances must report this fact to their managers.

### 4.8 Home Address, Telephone and Other Required Information

Employees are required to notify the Payroll Department of any change in name, address, telephone number or emergency contact. Also, it is important to notify the Payroll Department whenever there is a change in family circumstances that will affect those who are covered by or who are beneficiaries of employee insurance. Failure to keep this information current may result in the interruption or termination of benefits.

### 4.9 Security of Confidential Information

Information contained in Company files and records is to be used for its intended purpose only. This includes but is not limited to hard copy, electronic files (and transfer thereof) and software programs. Furthermore, inappropriate communication of confidential information may subject an employee to direct legal action by the injured party under the Uniform Trade Secret Act.

### 4.10 Policy on Sexual Harassment

GLM is committed to the maintenance of an environment free of discrimination and all forms of coercion that impede the freedom or diminish the dignity of any employee. The Company reaffirms this policy specifically as it pertains to the prevention of sexual harassment.

It is the Company's policy that no employee may sexually harass any other employee of the Company. Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made or threatened to be made, either explicitly or implicitly, a term or condition of an individual's employment

2. Submission to or rejection of such conduct by an individual is used or threatened to be used as the basis for employment decisions affecting that individual; and/or

3. Such conduct has the purpose or effect of substantially interfering with an individual's professional performance by creating an intimidating, hostile or offensive employment environment.

Any employee who believes that he or she has been the victim of sexual harassment or who becomes aware of an incident of sexual harassment as defined above should bring any such matter to the attention of his/her Division Manager.

A fellow employee may accompany any individual who wishes to make a complaint if the complainant desires. The person receiving the complaint will immediately seek to resolve the matter by informal discussions with the person(s) involved. If the complainant or the alleged offender is not satisfied with the proposed resolution, he or she may secure review of the matter by the President of GLM

The Company will ensure that a person who, in good faith, brings forth a complaint of sexual harassment will not be subjected to retaliation. The Company will also take appropriate steps to ensure that a person against whom such a complaint is brought is treated fairly, has adequate opportunity to respond to such accusations and that findings, if any, are supported by clear and persuasive evidence. Complaints of sexual harassment will be handled in a confidential manner. Both parties will be notified of the final disposition of the complaint.

### 4.11 Discrimination

Discrimination of any kind is strictly prohibited. Discrimination will not be tolerated at GLM, failure to comply with this policy could result in disciplinary action including and up to job termination.

If you witness or are a party to discrimination of any kind you should report such action to a supervisor or the HR manager.

A fellow employee may accompany any individual who wishes to make a complaint if the complainant desires. The person receiving the complaint will immediately seek to resolve the matter by informal discussions with the person(s) involved. If the complainant or the alleged offender is not satisfied with the proposed resolution, he or she may secure review of the matter by the President of GLM.

The Company will ensure that a person who, in good faith, brings forth a complaint of discrimination will not be subjected to retaliation. The Company will also take appropriate steps to ensure that a person against whom such a complaint is brought is treated fairly, has adequate opportunity to respond to such accusations and that findings, if any, are supported by clear and persuasive evidence. Complaints of discrimination will be handled in a confidential manner.

### 4.12 Retaliation

Retaliation of any kind is strictly prohibited. Retaliation will not be tolerated at GLM, failure to comply with this policy could result in disciplinary action including and up to termination.

If you witness or are a party to retaliation of any kind you should report such action to a supervisor or the HR manager.

The Company will ensure that a person who, in good faith, brings forth a complaint of discrimination will not be subjected to retaliation. The Company will also take appropriate steps to ensure that a person against whom such a complaint is brought is treated fairly, has adequate opportunity to respond to such accusations and that findings, if any, are supported by clear and persuasive evidence. Complaints of discrimination will be handled in a confidential manner.

### 4.13 Personal and Company Possessions in the Workplace

To avoid theft, employees should be careful not to leave personal possessions and Company property unattended during absence, however brief, from their work sites. The Company is not responsible for loss of or damage to an employee's personal property.

Items that are the property of GLM are your responsibility. If lost, stolen, or damaged due to your negligence it will be the employee's responsibility to pay for it (Garnishment of wages may apply). All items that are owned by GLM must be signed out.

The office(s) are everyone's responsibility, we must keep it clean and neat and organized.

### 4.14 Intellectual Property

As a part of his/her duties, an employee may develop or invent new products, equipment or processes. This type of "intellectual property" belongs to the Company if the development was during the individual's employment. These items may hold reference to the employee, but must be assigned to GLM All IP developed by an employee of GLM during the time of employment shall become and remain solely the property of GLM upon job termination, whether the job is terminated by GLM or the employee, all IP, data files and copies of IP developed by the employee shall be turned over to GLM.

### 4.15 Safety

In the interest of safety, employees must develop and maintain awareness of safe practices on the job. It is important that any unsafe conditions be reported promptly to the employee's manager.

According to the Occupational Safety and Health Act, employers are required to adhere these standards and regulations provide a means of reducing the ongoing incidence of illnesses and injuries caused by substandard safety and health conditions.

Proper attire must be worn at all times. Persons not wearing suitable attire will be sent home.

### 4.16 Termination of Employment

Terminations are an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are the circumstances under which employment is terminated.

**Resignation:** Voluntary employment termination initiated by an employee who chooses to leave the Company.

**Retirement:** Voluntary retirement from active employment status initiated by the employee.

**Discharge:** Involuntary employment termination initiated by the Company for non-disciplinary reasons.

**Layoff:** Involuntary employment termination initiated by the Company for non-disciplinary reasons.

Your Immediate Supervisor will meet with the terminating employee to provide an opportunity to discuss such issues as continuation of benefits, maintenance or distribution of retirement plans, repayment of outstanding debts to the Company and any other concerns. Suggestions, complaints and/or questions can also be voiced at this time. Also, the terminating employee will meet with the office manager to return office property such as keys, credit cards, cellular phones, radios, computers, digital cameras, name badges, uniforms, tools, or any other property of GLM. Vacation or sick time that has been used prior to accrual will be deducted from the employee's last pay check(s). Any excess flexible benefit claims will also be deducted. Unused accrued vacation will not be paid. A separation form will be signed on the day of your termination.

#### 4.16.1 Voluntary Termination (resignation or retirement)

If an employee decides to leave the Company, the employee is expected to provide minimum notice of 10 work days by writing a letter of resignation to his/her manager so that plans can be made for handling the work and obtaining a replacement. Failure to provide such notice means that the employee will not leave Company employment in good standing and may not be eligible for future rehire.

Employees who voluntarily terminate their employment are not entitled to severance pay.

#### 4.16.2 Involuntary Termination (discharge or layoff)

Employees terminated by discharge or layoff are not entitled to severance pay.

### 4.17 Personal Conduct

Your personal conduct is a very important part of being successful. GLM employees' must be on their best behavior at all times. Remember that as an employee of GLM you are also a representative of the Company and therefore should be mindful of your personal conduct even while not at work. Company time should be used to its' fullest potential.

No employee is to communicate with reporters, union members, building tenants and/or representatives of municipal employees. All questions and comments should be diverted to upper level management.

## 5.0 WORK HOURS AND COMPENSATION

### 5.1 The Work Day

All full-time employees are to schedule their hours, with the approval of their manager, in such a way that they work a forty-hour week and maintain a relatively consistent pattern of work hours for day to day. There is to be no overtime, unless it is approved by your supervisor (40 hours is a regular work week). Time on the job will vary among locations and individuals. Typically, unless approved by their manager, an employee's work hours should be based on the division's guidelines. Employees are required to get written permission from the Division Manager or a designated person for each specific assignment to be performed out of the office, this does not include field work or full-time marketing.

#### 5.1.1 Recording of Work Hours

All non-exempt (hourly) employees are required to report accurately on their weekly time cards the use of work hours, including time off and submit to the Payroll Department. It is essential that the proper project name be identified for all of the work hours reported. Time cards are available in the Payroll Department. Failure to submit a time card accurately labeled with job location and hours worked will result in a paycheck not being issued until time card is corrected and approved by your Supervisor. The shortest interval of time that is acceptable is fifteen minutes.

Time starts when you arrive at the job or office and ends when you leave the job or office. You are expected to work a minimum of 8 hours. Typical work shift is from 9am to 5 pm, you may arrive early or work later but are expected to put in a full 8 work hour day.

#### 5.1.2 Lunch/Break Periods

All full time employees receive a 30 minute unpaid lunch break. Colorado wage and hour regulations explain the break requirement as follows:

- Employees shall be entitled to an uninterrupted and 'duty free' meal period of at least 30 minute duration when the scheduled work shift exceeds five consecutive hours of work. The employees

must be completely relieved of all duties and permitted to pursue personal activities to qualify as a non-work, uncompensated period of time. When the nature of the business activity or other circumstances exist that makes an uninterrupted meal period impractical, the employee shall be permitted to consume an "on-duty" meal while performing duties. Employees shall be permitted to fully consume a meal of choice "on the job" and be fully compensated for the "on-duty" meal period without any loss of time or compensation.

- Every employer shall authorize and permit rest periods, which, insofar as practicable, shall be in the middle of each four-hour work period. A compensated 10-minute rest period for each 4 hours or major functions thereof shall be permitted for all employees. Such rest periods shall not be deducted from the employee's wages. It is not necessary that the employee leave the premises for said rest period.

#### 5.1.3 Unanticipated Absence

If for any reason, business or personal, you must leave the office during your regular working hours, you should notify your manager of your departure and anticipated time of return.

In the event of a personal illness or if you encounter an emergency situation that will prevent your reporting to work on a normal working day, you must phone the office within 30 minutes of your usual starting time to report the circumstance to your manager. You should advise your manager of the anticipated duration of the absence. In addition, you should keep your manager advised of any revisions or modifications of the anticipated date for returning to work.

With the exception of sick leave, pre-approved vacation or special leave, you will not be paid for an unanticipated absence from work.

#### 5.1.4 Make-Up Time

Although it is expected that each employee will work a full standard working day, it is recognized that circumstances may, on occasion, prevent this (e.g. medical appointments, etc.). If you work less than standard working hours on a particular day, you will be permitted to make up the difference by working more that your standard working hours on another day or the Saturday within that week, provided that the time made up is four hours or less. Make-up time of more than four hours must be authorized by the employee's manager.

#### 5.1.5 Overtime

Overtime is regarded as a temporary measure employed only to meet product demands and/or satisfy shortage of labor supply.

The manager in charge will recommend and schedule overtime work as required for approval by the Division Manager.

Payment of overtime will be made for authorized time worked in the excess of the 40 hours per week. The basic 40 hours includes the actual hours worked, plus the hours of paid vacation and holidays; however, personal time cannot be included in establishing the basic 40 hours. Fairly charging for overtime is a matter of ethics and personal integrity.

If a paid holiday falls during a week where overtime is earned, those paid holiday hours will be deducted prior to establishing overtime hours.

### 5.2 COMPENSATION

### 5.2.1 Salaries and Merit Adjustment

It is the Company's goal to pay salaries that are equitable and commensurate with salaries paid for similar work within the labor market. Accordingly, most positions are classified and then assigned salary ranges that define the minimum and maximum pay. An employee's salary may advance within the salary range as the result of performance reviews. Such adjustments in pay are considered merit adjustments. Merit adjustments may vary in amount according to manager's appraisals of the employee's work. The employee's manager conducts all reviews periodically. New employees' performance will be reviewed at three month and 1st year anniversary. Each employee's salary must be kept confidential and not be discussed.

### 5.2.2 Pay Periods

Paydays are biweekly. All employees are required to have State & Federal tax forms completed and turned into the payroll department before the paycheck can be issued. If tax forms are not turned into the Payroll Department you will not receive a paycheck. Paydays are on Fridays. The pay period covers the two weeks prior to the paycheck date.

### 5.2.3 General Expense Reimbursement

All employees are responsible for traveling from home to work and work to home. In the event that GLM may request you to travel to another destination you will be reimbursed for mileage to that destination, if you are traveling with your own personal car. All expenses must be approved by the head of each department and must be accompanied by receipts, denoting the job number, names of customers and the purpose of the expenditures. Expenses not justified will be deducted from salary.

## 6.0 HOLIDAYS, VACATIONS AND LEAVES

Paid time benefits refer to scheduled work hours that employees do not work but for which they are paid. Included in these benefits are holidays, vacations, sick leave, funeral leave, and jury duty leave.

Employees are eligible for paid-time benefits if they are regular full-time, regular part-time or in some cases, special part-time employees. Vacation, personal floating holidays and sick time begin accruing on the first day of employment, but without exception, cannot be taken until after the completion of 3 months of service.

Irregular, summer and temporary employees are not eligible for holiday, vacation or sick pay.

### 6.1 Holidays

The Company provides two forms of holidays: regular holidays and personal floating holidays.

### 6.1.1 Regular Holidays

In order to achieve year round operation the company will require a reduced amount of employees on schedule for the following holidays:

- New Year's Day (January 1)
- Independence Day (July 4)
- Thanksgiving (fourth Thursday of November) Christmas Eve off 1:00 PM
- Christmas Day (December 25)

***Every employee must work a minimum of one of the aforementioned holidays per calendar year.*

### 6.1.2 Personal Floating Holiday (PFH)

Regular full-time employees accrue 2 Personal Floating Holidays (PFH) per year. Regular part-time employees accrue 1 Personal Floating Holiday. Employees must schedule and use their accrued PFH time before their anniversary start date each year and may not be rolled over.

An accrued PFH may be scheduled for use any time an employee chooses subject to the approval of the employee's manager. Normally, at least two weeks' notice is required. A PFH may be used for any recreational or personal purpose or to take a religious or other holiday not observed by the Company.

An employee with a personal or family emergency that requires his/her attention may request the emergency use of a PFH for that purpose with less notice that would otherwise be required. However, employees must give their manager and the payroll department as much notice as possible. The manager has the right to know the reason for the request and approve or not approve such use of the day.

Other rules for the use of PFH are:

- PFH must be used in increments of one-half workday or one full workday.
- Upon termination of employment, an employee will not be paid for accrued but unused PFH.
- The number of hours credited for each PFH shall be the eight hours in a scheduled workday. For those with part time or irregular schedules, the time credited is pro-rated on a flat 30 hours per week basis.
- Vacation and sick leave will continue to accrue during approved PFH.

### 6.2 Vacations

Regular full-time and regular part-time employees are eligible for paid vacations. The amount of vacation time credited to an employee's vacation account is based on the employee's accrual base hours which consists of all the regular scheduled work hours the employee works or is paid for as vacation time, holiday time, jury duty leave or funeral leave. Vacation time is not accrued when the employee is absent without pay, laid off or on leave of absence status.

An employee is allowed approximately two weeks of vacation time.

Following the first year of employment, an employee accrues vacation time at the end of each pay period in which he/she works or are otherwise credited for accrual base hours. Accumulated vacation time is monitored by the Payroll Department.

### 6.2.1 Accumulation of Vacation Time

Per employee handbook, each full-time regular employee is eligible for 10 working days paid vacation each year. This year is calculated from employee's date of hire. On the anniversary date of hire, the employee has accrued 10 days of vacation, which must be taken before their next anniversary date or one (1) year later.

After a regular full-time employee's fifth full year of employment, the number of vacation days earned is increased to 15 days (i.e. 3 weeks). This starts on the next calendar year after his/her fifth anniversary. After 10 years of employment, the number of vacation days earned is 20 days (i.e. 4 weeks).

### 6.2.2 General Rules for Use of Vacation Time:

- Use of vacation time must be scheduled in advance.
- Vacation time may be scheduled for use whenever it is mutually convenient for the employee and the Company. Managers may limit the amount of vacation entitlement of other employees. When necessary, manager may also specify certain periods, which no vacations shall be taken.
- The Company may require an employee to take vacation in certain situations, such as during a slowdown.
- After the first year of employment, an employee may take the full annual allotment of vacation time during a particular calendar year prior to having accrued all of it. However, if an employee utilizes this type of advance, it must be understood that if termination occurs prior to the employee's accruing the vacation time that was advance, the un-accrued vacation time will be deducted on the last paycheck(s).
    - Vacation time cannot be "advanced" from the next calendar year.
    - Vacation time must be taken in the calendar year it is earned.
    - With the exception of an extreme condition as approved by the CEO, no employee may receive payment in lieu of taking vacation time.
    - Upon termination of employment, an employee who has been employed for 1 year or more will be paid for credited but unused vacation time.

## 6.3 Leave of Absence

### 6.3.1 Family Medical Leave Act

Under the Family Medical Act, an employee has the right to take up to 12 weeks unpaid leave of absence in a 12-month period for any of the following reasons:

- Birth of a child or the placement of a child with an employee for adoption or foster care.
- Serious health condition that renders an employee unable to perform essential job functions.
- Serious health condition affecting an employee's spouse, child or parent for which the employee is needed to provide care.

It is the employee's responsibility to make arrangements to maintain payment of the employee's portion of health benefits during any period of unpaid leave under the same conditions as if the employee continued to work.

### 6.3.2 Sick Leave

Paid sick leave is provided as an important form of income protection for employees who are unable to work due to their own temporary illness.

Each full-time employee shall be allowed 2 sick days per year. Part time employees are eligible for sick days on a pro-rated basis. Sick and personal days are not cumulative. Unused days will not be compensated at the end of the year.

Sick leave should be thought of as an insurance type of benefit because it is applicable only to absence required by bona fide disability or for necessary professional medical care.

**General rules for the use of sick leave:**

- After the initial six months of employment, sick leave may be granted in advance of accrual. However, if an employee utilizes this type of advance, it must be understood that if termination occurs prior to the employee's accruing the sick time that was, advanced, the un-accrued sick time will be deducted on the last paycheck(s).

- Sick leave time can be used to assist with an illness effecting an immediate dependent of your family.

- Sick leave time cannot be "advanced" from the next calendar year.

- Visits to physicians or dentists for treatment of checkups qualify for sick leave. However, such use of sick leave time must be scheduled at a time least disruptive to the operations and requires prior approval. For annual checkups or regular office visits that require an absence from work of only a few hours duration, the employee may elect to utilize the make-up time option, thereby, conserve the employee sick leave time.

    - Absence due to an occupational injury or disease is not charged to sick leave, but rather is compensated under the Worker's Compensation Act.

    - Transfers from one operation to another do not affect an employee's sick leave accumulation or eligibility.

- Sick leave is not applicable to absences due to the illness of relatives or friends. Personal floating holiday time or vacation time may be used for this purpose.

- The Company reserves the right to require satisfactory evidence of the legitimacy of any claim for paid sick leave.

- Claiming sick leave pay for other than the intended purpose is a basis for disapproval of sick leave pay and for further disciplinary action up to and including discharge.

    - A sick leave occurrence is defined as a day of leave (i.e. two or more hours) taken on the day before or following a vacation, weekend or Company holiday. Any employee who accumulates three sick leave occurrences during the calendar year will not be permitted to charge any additional occurrences as sick leave for the remainder of the year without submitting a valid medical excuse for each subsequent occurrence.

- Employees are not paid for unused sick leave upon termination of employment.

- An employee who continues to be disabled after using all accumulated sick leave time may request to use credited vacation time of PFH time.

### 6.3.3 Pregnancy

Pregnancy is treated in the same manner as any disability that prevents an employee from working. For example, sick leave is applicable to an absence connected with pregnancy when the employee must leave work because of the pregnancy.

- A complication of pregnancy may cause an employee to be absent. Sick leave is applicable as long as the disability continues and the accumulated sick leave time lasts.

- A pregnant employee may cease work because of the onset of normal delivery or a temporarily disabling condition that qualifies automatically for sick leave use. As with other forms of disability, managers may require medical documentation of the period of disability.

- If an employee who has completed a year or more of continuous service wants time off to prepare for and/or care for a new child, he or she may request a leave of absence. (See section 6.3.9)

### 6.3.4 Bereavement

In the event of the death of an immediate family member, each fulltime employee may have up to two days paid leave. Immediate family is defined as: father, mother, brother, sister, spouse, child, grandparents, and grandchildren. One day paid leave will be allowed in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent-in-law.

With prior approval from the employee's manager, additional time for travel to make arrangements may be taken as absence without pay, vacation time or PFH time if the employee is eligible for these benefits.

The employee may be required to produce evidence of death, relationship, and personal involvement when claiming funeral leave pay.

### 6.3.5 Election Leave

GLM encourages its employees to vote and will allow two unpaid hours off on Election Day for this purpose. Employees should notify their supervisor of the time they intend to take off one day in advance.

### 6.3.6 Military Reserve Training Leave

The Company grants unpaid time off for short periods of mandatory training to regular full-time employees who are members of the military reserve or National Guard. Full-time employees who have completed one year or more of service may elect to use paid vacation, PFH time to take a leave of absence without pay. Military training leave is limited to a maximum of two work weeks per year.

### 6.3.7 Jury Duty Leave

Full-time employees will not be paid straight time pay for the time spent on Jury Duty. Employees must endorse the jury duty check over to GLM if GLM agrees to pay for you to be at Jury Duty. The CFO and the Payroll Department will evaluate each individual's circumstance.

### 6.3.8 Leave of Absence

Subject to Company approval, an employee with a year or more of continuous regular service is eligible for an unpaid leave of absence of up to a maximum of six (6) months.

- A "leave of absence" enables an employee to retain employment status with the Company and to return to active employment in the same or similar position after the leave without loss of seniority or benefits accrued prior to the leave.

- A "leave of absence at large" provides the same advantages, with the exception that the position occupied by the employee at the time of leave is not retained for the employee, and there is no guarantee that a position will be available to the employee at the end of the leave. However, the Company will attempt to place the employee in a comparable position at the time of their return.

Whether or not leave will be provided is determined by the following factors: the reason leave is requested, the length of the leave, the effect of the employee's absence on the office, and the employee's length of service. While on leave of absence, an employee may retain coverage under Company insurance plans by paying the full monthly premiums for them in advance.

Employees do not accrue vacation or sick leave time, nor are they paid for holidays, while on leave of absence. Furthermore, an employee who is considering dropping insurance coverage while on leave should consult the HR. Some insurance cannot be renewed upon return from leave without going through special procedures to determine if the employee is still insurable.

An employee must request a leave of absence in writing, giving the reason(s) for the leave, the anticipated last day of work, and the period of leave. The request should be submitted to the employee's manager for comments or endorsement and then forwarded to the Vice President for final review and appropriate action.

## 7.0 BENEFITS

GLM offers a comprehensive package of group insurance along with other benefit programs for its employees. Complete explanation of our group insurance is available through the Accounting Department. Some of the plans will be summarized here to provide highlights and to make you aware of their availability. Summary Plan Description (SPDs) are given to employees when they are enrolled in a plan.

## 8.0 EQUAL OPPORTUNITY POLICY

GLM will recruit, hire, train, and promote persons in all job classifications, without regard to race, color, national origin, sex, age, handicap, marital, or veteran status or sexual orientation. GLM does not discriminate against any employee or make any employment distinction based on marital status, employment opportunities, and wages of work, employment benefits, employment condition, or maternity leave. We will make reasonable accommodations to the religious observances and practices of all employees and prospective employees.

Additionally, we shall insure that all personnel actions such as compensation, benefits, employment upgrading, demotion, transfers, recruitment and recruitment advertising, lay off or termination and selection of training will be administered without regard to race, religion, color, national origin, sex, age, handicapped, marital or veteran status or sexual orientation except where sex or occupational qualification (BFOQ). Our seniority system is not based on sex or wage schedules related to or based on the sex of the employee.

GLM's Affirmative Action Program provides procedures for reporting and monitoring our equal employment opportunity activities.

***By signing this form below, you acknowledge that you have received and thoroughly read a copy of the GLM's Employee Handbook. By signing this form, you acknowledge, agree to, and will comply with all the terms and conditions set forth within the Employee Handbook. GLM reserves the right to add, remove, change, or adjust any and all of the policies set forth within the Employee Handbook.***

**Employee Name: _____**

**Employee Signature: _____**

**Date: _____**

**GLM Representative: _____**

**GLM Rep. Signature: _____**

**Date: _____**

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## Code of Conduct

All potential employees will be required to read and sign Great Lakes Medicinals Code of Conduct prior to beginning work within any of GLM facilities. The Code of Conduct will explain and detail the standards of behavior that are expected and required of all employees within and outside of the workplace. It is essential that GLM ensures that all employees maintain the highest standards of personal and organizational professionalism. A failure to adhere to the expectations set forth in the Code of Conduct can significantly impact GLM's organizational performance and patient service.

GLM's Code of Conduct and employee handbook are not all-inclusive, meaning that not all acceptable and unacceptable actions or behavior are covered or explained. In some cases, it is up to the employee to determine if they are indeed acting professionally, and it will be at the discretion of the supervisor to determine if a given occurrence warrants corrective or disciplinary action. GLM's Code of Conduct can be seen below.

## Code of Conduct

It is essential that the company ensures that all persons employed maintain the highest standards of personal and organizational professionalism Our clients and business partners are entitled, and increasingly expect, to receive high quality work and assistance from highly qualified and professional personnel A failure to adhere to these expectations can significantly impact our organizations performance It is therefore paramount for our employees to conduct themselves professionally and ethically at all times

A code of conduct is, at its simplest, is a description of minimum acceptable standards of behavior that are expected and required within and out of the workplace A code of conduct serves two primary purposes To protect the reputation of the organization and the people who work within the organization Losing a reputation for integrity and/or quality will make it extremely difficult to obtain new clients and contracts or to adequately connect to the local community Preserving this primary asset must be a key strategy of our organization These codes form part of the terms and conditions of employment Some of these codes are relatively complex, yet the core elements of a code remain relatively simple

This Code of Conduct is NOT all-inclusive, meaning that not all acceptable and unacceptable actions or behavior is covered or explained It is up to the employee to determine if they are indeed acting professionally, and it will be at the discretion of the supervisor to warrant disciplinary action

**The Following Will NOT be tolerated at Great Lakes Medicinals:**

- Conduct that is likely to cause another employee, customer or vendor of Great Lakes embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment
- Engaging in any illegal activities
- Committing any act, on or off GREAT LAKES premises, which threatens or is potentially threatening to the reputation of GREAT LAKES or any of its employees, customers, or vendors
- Breaking company or client confidentiality
- Arriving to work a scheduled shift while intoxicated
- No-Call, No-Show to a scheduled work shift
- Excessive absenteeism or unacceptable patterns of absenteeism
- All cases of tardiness will be documented and could result in disciplinary action, including job termination with the forfeiture of all benefits incurred
- Repeatedly failing to use timekeeping/client tracking methods as directed
- Engaging in unauthorized employment elsewhere while on paid benefits related to illness, or while on a leave of absence

I acknowledge that I have received a copy of GREAT LAKES code of conduct dated: _____ I understand that this Code of Conduct is in addition to any and all prior verbal and written communications regarding GREAT LAKES working conditions, policies, procedures, appeal processes, and benefits

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of GREAT LAKES

I have read and understand the contents of this Code of Conduct and will act in accord with these policies and procedures as a condition of my employment with GREAT LAKES

I have read and understand the Codes of Conduct expected by GREAT LAKES and I agree to act in accord with the Codes of Conduct as a condition of my employment by GREAT LAKES

I understand that if I have questions or concerns at any time about the Codes of Conduct, I will consult my immediate supervisor, my supervisor's manager, or the Owner of the business

I also acknowledge that the Code of Conduct contains an employment-at-will provision that states:

- Either GREAT LAKES or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in the Employee Handbook, in any other GREAT LAKES documents, or in any verbal statements to the contrary

Finally, I understand that the contents of the employee Codes of Conduct are simply policies and guidelines, not a contract or implied contract with employees The contents of the employee Codes of Conduct may change at any time Please read these Codes of Conduct carefully to understand these conditions of employment before you sign this document

_____ _____

(Employee Signature) (Date)

_____ _____

(GREAT LAKES Representative Signature) (Date)

# Training Requirements

GREAT LAKES MEDICINALS

## Employee Training Requirements

All employees will receive extensive training prior to commencing work in any Great Lakes Medicinal facilities. Employees will be required to read the relevant State of New York laws and regulations pertaining to medical marijuana in order to have a general understanding of the laws and regulation which need to be complied with. Training will be provided from our retained marijuana-industry consultants, American Cannabis Company Inc., selected 3rd party security vendors, POS vendors, CO2 extraction machine vendors, and other subject matter experts. Training will include an extensive hands-on approach and the use of Standard Operating Procedures (SOP's), training manuals and various other materials and methods as deemed appropriate. Great Lakes will utilize targeted training materials and programs for different operations occurring at Great Lakes Medicinal facilities. There will be specific training for employees involved within cultivation operations, manufacturing operations and retail dispensing operations. Ongoing and cross-functional training will be continued as operations commence.

All employees will also be required to receive training on general sanitary requirements. Employees will be required to read and agree to the company Personal Hygiene Policy prior to commencing work in any Great Lakes Medicinal facilities.

**Personal Hygiene Policy**

This policy has been set forth in order to ensure that all employees of GREAT LAKES MEDICINALS are practicing good personal hygiene to ensure that all products are produced in safest and most sanitary means possible. The personal hygiene policy of GREAT LAKES MEDICINALS includes but is not limited to the following:

A. Maintaining adequate personal hygiene
   a. Arrive to work clean in appearance/clean clothes.
   b. Showering every day is essential
   c. Deodorant and a clean personal smell is required

B. Men must be neatly groomed/shaven
   a. Mustaches or beards allowed if maintained
   b. We reserve the right to ask you to wear a beard cover if we deem it necessary

C. Long hair must be constrained in a neat manner to avoid hair coming into contact with food items a. A hat or haimet is preferred
   b. Jewelry of any kind is not permitted
      i. This includes earrings, rings, bracelets, watches, etc.

D. Washing hands thoroughly in an adequate hand-washing area(s) before starting work, prior to engaging in the production of a Medical Marijuana Concentrate or manufacture of a Medical Marijuana-Infused Product and at any other time when the hands may have become soiled or contaminated; and

E. Refraining from having direct contact with preparation of Medical Marijuana or Medical Marijuana-Infused Product if the person has or may have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination, until such condition is corrected.

_____ _____

(Employee Signature) (Date)

## Industry Consultants

Great Lakes Medicinals has hired and retained American Cannabis Company, Inc. ("ACC"), a marijuana-industry consulting firm that offers advisory and consultation services related to establishing operations, the implementation and execution of the operating plan, staff training, compliance and other critical operational needs.

ACC collectively brings over twenty years of knowledge and practice operating within the regulated, legal medical marijuana industry. Prior to establishing ACC, its founders co-owned and operated a vertically integrated medical marijuana operation in Colorado from 2010-2013. ACC currently serves medical marijuana businesses throughout the United States and Canada and is a fully reporting, publicly-traded company. ACC focuses on development of emerging markets and has established operators in CT, MA, NV, MN, IL, WA and CO, where its operations are based. The company has particular expertise in organic cultivation methods on a commercial scale and manufactures multiple industry-specific cultivation and retail solutions. ACC's role as an industry leader and innovator with a focus on organic cultivation practices was a key consideration in GLM's selection process. Producing medicinal grade, contaminant-free medical marijuana is the foundation for GLM's success. As GLM's consulting partner, ACC will help ensure that GLM has the knowledge and expertise necessary to establish compliant operations rapidly while achieving its quality goals for the brands it produces for patients in the State of New York.

ACC will fully prepare facility staff on all aspects of the business before operations are commenced. Training and education will be all-encompassing, covering regulatory compliance, seed-to-sale tracking, patient service and advocacy, point-of-sale training, dispensing, security and diversion prevention, health and safety protocols, sanitation, transportation, also including all cultivation, extraction and manufacturing processes, and organizational functioning within a vertically-integrated operation.

ACC provides a wide range of training and educational materials that will be utilized by GLM:

- Standard Operating Procedures
    - Security
    - Diversion and Loss prevention
    - Transportation procedures
    - Storage
    - Cloning
    - Transplanting
    - Pruning and training
    - Nutrient management
    - Specific requirements for strains within portfolio
    - Curing
    - Integrated pest management and identification
    - Clean room and containment protocols
    - Quality control
    - Closed loop recycling for soil and composting operations
    - Extracting and infused products

    - Packaging and storage
    - Testing
    - Research
- Training Manuals
- Responsible Vendor Program
- Log Sheets and Templates
- On-Site Training
- Educational Information
- Initial Job Training
- Job Shadowing
- Video Conferencing
- Phone Support

### Laws and Regulations/Compliance Training

Adhering to all state, local, and company-specific regulations is of utmost importance to create an end product with the highest efficacy for patients. All cultivation facility team members will be required to have a general knowledge of all applicable laws and regulations dealing with the regulated cultivation of medical marijuana.

**Policies Regarding Regulations**: It is cultivation facility management's duty to ensure regulatory requirements are followed at all times. Cultivation facility management shall maintain a zero tolerance policy for any infractions that would violate state, local, or company-level regulatory measures.

**Current Regulations**: The entire staff must be trained in all current regulations. A test shall be administered to all team members by the team supervisor and cover any regulations that pertain directly to team members' duties. All regulatory test scores must be 100% before a team member can work within the facility.

**New Regulations**: All new regulations shall be implemented in coordination with the exact date they become effective. Training and testing of new regulatory measures shall take place before the effective date in order to ensure that all team members attain a complete understanding of such measures and can fully and accurately implement new regulations on the effective date.

### ServSafe Training

GLM will require all employees of the cultivation/manufacturing facility to complete ServSafe Safe Food Handlers training.

### Management ServSafe Training

Great Lakes Medicinals will require management team members involved in the day-to-day operations and activities at the cultivation/manufacturing facility to complete ServSafe Food Safety for Managers. This program will provide management training and education in food safety, health and safety, sanitation and cleanliness.

### Staff ServSafe Training

Employees will be required to complete the ServSafe training course and successfully pass the competency test to become ServSafe certified prior to commencing work within the facility. ServSafe will help educate and train employees on personal hygiene, food safety, sanitation and cleaning procedures and protocols.

Employees will be required to pass the ServSafe exam with at least a 75% passing score in order to be certified. Upon completion of the ServSafe course and successfully passing the exam, employees will receive a ServSafe certification which will be valid for three (3) to five (5) years and will be transferrable with the employee should she terminate employment with GLM. ServSafe certification will be a requirement for employment at GLM cultivation/manufacturing facility.

### Responsible Vendor Program

GLM will utilize a training program developed by ACC entitled "The Responsible Vendor Program". This program is intended to help train staff members on different activities and information needed for daily operations. The Responsible Vendor Program will train employees on different educational content and materials, including, but not limited to:

- various types of marijuana
- the medicinal value of marijuana
- methods of consumptions
- recognizing the visible signs of impairment

The program will aid in training and educating all GLM employees on different aspects of marijuana as a medicine. Retail dispensary employees will gain information on the various brands offered, their medicinal benefit, possible side effects, delivery methods and other relevant information. This will help dispensary employees identify and recommend brands and forms for different patients to help alleviate their specific qualified condition. All GLM employees will be trained on the Responsible Vendor Program; retail dispensary employees will receive additional training pertaining to the Responsible Vendor Program prior to commencing work within any GLM retail dispensary. The Responsible Vendor Program is accompanied with this application.

### Safe Production and Manufacturing

GLM will comply with all state laws and regulations to ensure the safe production and manufacturing of medical marijuana and medical marijuana products. Great Lakes is devoted to ensuring that safety and sanitation measures are followed at all times by all facility employees. Facility management will properly educate and train all facility employees prior to commencing any work within the cultivation facility.

### Training Record

GLM's management team will be responsible for maintaining training records for each facility team member. Such records will include, at a minimum, documentation of all required training for the different operations and functions, including:

- The name of the person receiving the training;
- The dates of the training;
- A general description of the topics covered;
- The name of the person supervising the training; and
- The signatures of the person receiving the training and the facility manager.

### Development

Cultivation facility management will be responsible for making a commitment to the on-going education and professional development of facility employees. Once commencing work within the facility, there will be multiple opportunities for continuing education and advancement. The facility manager is responsible for establishing a development path where employees learn from experience and work directly with their crew leaders to learn all aspects of their job. Crossover opportunities will be available and encouraged so employees can learn other areas of the business if they wish to advance to another department, such as a trimmer learning the basics of processing or growing. A comprehensive book list is recommended for employees and required for advancement into management positions. Marijuana-Infused Products facility management will offer educational clinics on subjects within the warehouse to keep all employees current on legal issues, compliance, new innovations, personal development, nutrition and exercise, and other necessary and relevant interests.

### Tracking Development

In addition to comprehensive training records, the Marijuana-Infused Products Manager is responsible for tracking employee development through the use of a development checklist. The development checklist provides a clear visual of the level of training an employee has received as well as their eligibility for additional responsibilities. Once minimum training levels have been reached, crew leaders and management will foster further development of individual employees. Employees may also view their progress and choose to take a roll in their own development through expressing interest in learning new processes and utilizing provided reading materials to advance their knowledge of internal business practices. As procedures and topics are mastered, employees will earn "checks" on the development checklist from their crew leaders and production facility management.

### Feedback Policy

In order to sustain a healthy and compliant work environment the Marijuana-Infused Products Manager is responsible for implementing a strong verbal and written feedback policy. Feedback is to be provided immediately

by all employees to employees at all levels whenever a company policy is broken. Feedback concerning company policies must be provided verbally within a 24-hour period for first offenses; second offenses warrant written feedback for employee improvement. Any concerns regarding compliance, regulation, or health and efficacy of the products in the facility must be given in written and documented form immediately by facility management. Depending on the severity of compliance violations, employees will be given an action plan to implement or released immediately in such instances where theft, diversion, or health risks occur. If an employee fails to implement an action plan, they will be terminated. All Feedback for Improvement forms will include, at a minimum:

- The name of the person receiving feedback
- The date of the incident and date feedback was received
- A detailed description of incident/violation
- The name of the supervisor giving feedback
- A clear action plan so the incident/violation will not reoccur
- The signatures of the person receiving the feedback, giving the feedback, and the production facility compliance manager.

### Periodic Performance Reviews

Great Lakes Medicinals will implement period performance reviews. Performance reviews and disciplinary action is explained in the SOP's. Employee success will be discussed during periodic employee performance reviews, which take place prior to completion of the employee's probation period and bi-annually thereafter. This appraisal of performance is intended to inform employees on their progress and highlight areas of opportunity for improvement. Performance appraisals, along with the development checklist, form the basis of merit for increases in wage and responsibilities. An action plan for performance improvement will be utilized when below average scoring is tabulated on any section of an employee's review form. Action plans will be evaluated periodically and as often as necessary to ensure proper development of all employees. The retail facility manager and the employee's direct supervisors are responsible for all periodic employee reviews, which include, at a minimum:

- The name of the person receiving performance review
- The date of the review, and the dates of the review period
- A numerical tabulation of performance categories
- The name of the supervisor giving review
- If necessary, an action plan for employee improvement
- The signatures of the person receiving the feedback, giving the feedback, and the production facility compliance manager.

### Disciplinary Actions

In cases where employee disciplinary action is required, facility management will document cases of employee disciplinary action on a disciplinary form and retain all employee documentation within said employee's personnel folder. In the event that an employee receives multiple warnings or disciplinary actions on the same topic or fails to implement the plan of action laid forth, the employee shall be terminated at the will of his or her direct supervisors.

Immediate termination shall be considered for all instances jeopardizing compliance, security, or product efficacy. Immediate employee termination shall be implanted in cases involving diversion of marijuana or marijuana products and major compliance violations.

### Staff Communication and Resources

Communication is a key factor to success within any organization or entity, and the same is true for Great Lakes Medicinals. Effective communication within each facility as well as communication between facilities will be crucial for GLM's success. The Dispensing Organization facility will need to have excellent communication with the Cultivation and Manufactured Infused Products facilities in order to maintain proper par inventory levels on the sales floor. Without the proper items or inventory par levels, the Dispensing Organization facility will find it difficult to consistently supply patients with their desired medication. It will be imperative for the Manufactured Infused Products and Dispensing Organization facilities to work closely with one another to ensure production levels are coordinated with sales and inventory levels at the retail facility.

**Team Meetings**—Team meetings will be implemented organization-wide and will provide opportunities for team members to discuss current trends and ideas on how to make processes more effective or efficient. Team meetings will be held at least weekly for each facility as well as a weekly meeting between facility managers and department leads.

**Shift Meetings**—Shift meetings will be held on a daily basis between team members and the facility manager or department leads. A shift meeting will be held prior to the start of business each day to discuss workflow and goals for the shift. A meeting will also be held at the closure of business to discuss the day's operations and to determine if shift goals were achieved.

## Scheduling and Policies

GREAT LAKES

MEDICINALS

## Employee Scheduling and Policies

In order to ensure the cultivation/manufacturing facility is running efficiently and meeting patient demand, it is necessary to properly schedule the required workforce and hours. The cultivation general manager shall keep an ongoing calendar of facility needs in order to schedule for success; the scheduling will be similar to the following:

- **Grower Scheduling**: The cultivation/manufacturing facility requires 365 day annual operation, meaning team members will be working at the facility every day of the year. There are several strategies the cultivation manager can use to accomplish this goal:
    - **Rotating Weekend Strategy**: This strategy is recommended and requires each cultivation zone manager to work one weekend a month and receive two weekdays off that same week.
    - **Weekend Team**: The weekend team shall be responsible for all maintenance of the cultivation facility every weekend and would also work three weekdays in order to maintain a full-time (40 full hours per week) basis of employment.
- **Harvest and Processing**: The cultivation manager shall work directly with the processing team manager to ensure all batches are harvested and processed in a timely manner and to ensure optimum cannabinoid profile for any given batch. It is imperative to schedule the right amount of time and processors in order to harvest and process each batch. The cultivation facility shall harvest two flowering rooms per week. The first weekly harvest shall begin on Monday and end on Tuesday. The second harvest will begin on Wednesday and end on Thursday.
- **Post-Harvest Cleaning:** Each room shall be thoroughly scrubbed between harvests to ensure there is no cross-contamination between batches. Two flowering rooms shall be cleaned each week, starting with room one on Wednesday and room two on Friday.
- **Transplanting Schedule:** Transplantation shall take place on a weekly basis in order to supply each flowering room. In small vegetative containers, 600 plants shall be transplanted from small vegetative to pre-flowering, 522 of which shall be transferred into flowering zones for final flowering.
- **Strain Scheduling and Meeting Patient Demand**: It is imperative to assess the needs of the community in which the cultivation facility serves and plan the propagation and fruition of marijuana strains accordingly. The cultivation manager is responsible for planning the propagation of clones and vegetative growth in order to maintain production goals and meet community demands. See marijuana strain varieties for information on planning strain varieties.
- **Vegetative Plant Stock Scheduling**: The vegetative schedule shall be based on direct patient needs and production goals. The vegetative manager shall ensure that there is an abundance of vegetative strain stock in order to adapt the flowering schedule to increasing and shifting demands.

**Business Hours—**the cultivation/manufacturing facility hours are planned to be between 8:00 a.m. and 5:00 p.m. seven days a week. The workweek commences Monday and runs through Friday. GLM reserves the right to assign schedules and hours of work in accordance with operational needs and applicable state laws and regulations.

**Recording of Work Hours—**all non-exempt (hourly) employees are required to accurately report on their weekly time cards all their hours worked, plus paid time off, in their submission to their supervisor. The facility may use manual time tracking or electronic time tracking through the use of the POS computer systems or a time clock. Falsification of timecards or completion of another employee's timecard will result in disciplinary action, up to and including job termination.

**Lunch/Break Periods—**all employees working for seven and a half continuous hours will receive a 30 minute unpaid lunch break. All employees who work four or more continuous hours will also receive a 10 minute paid break.

**Punctuality, Attendance and Work Assignments—**Work schedules are posted and it is each employee's responsibility to know her schedule and to report ready for work on time. Employees are expected to report to work as scheduled, on time and prepared to start work at the beginning of their shifts and at the end of lunch and break periods. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave for the purposes of authorized company business. Late arrival, early departure or other deviations from scheduled hours are disruptive and should be avoided.

Employees are not permitted to work beyond their normal work schedule without the expressed approval of their supervisor.

- **Absence** is defined as any time an employee is scheduled to work and does not report for work. This includes any day not at work during the normal workweek, or on a scheduled overtime day. This does not include approved time off such as vacations, company holidays, approved leave of absence, jury duty or any other statutorily provided leave.
- **Tardiness** is defined as when an employee fails to work the regularly scheduled workday, unless otherwise directed by the supervisor. This includes arriving at work after starting time, returning late from lunch or break periods, or leaving work before the end of the workday. This does not include intermittent leave under the Family Medical Leave Act, time off as a reasonable accommodation or other statutorily protected time off.

**Reporting Absenteeism or Tardiness—**if an employee will be absent from or tardy for work for any reason, she must call her supervisor at least two hours before the beginning of her scheduled shift to provide: (1) an

explanation for the absence, and (2) a date/time when she will be available to report to work. Obviously, if an employee knows of a required absence from work in advance, she must inform her supervisor as far in advance as possible to enable her supervisor to adjust the work schedule accordingly. If an absence is to exceed one (1) day, employees must provide their supervisors with an update at the beginning of each day of the absence until a return-to-work date has been established.

- If an employee must leave work early because of illness or other unavoidable reasons, he must personally notify his supervisor and obtain approval before departure.
- Excessive absenteeism or tardiness (whether paid or not) and/or failure to provide the supervisor with sufficient notice may result in disciplinary action, up to and including suspension and or termination of employment. Employees will not be subject to discipline for legally protected absences.
- If an employee fails to report to work without notifying her supervisor and her absence continues for a period of three days or more, GLM will deem the absence to be an indication of abandonment of employment and terminate employment accordingly.

***Potential Scheduling for GLM Cultivation/Manufacturing Facility***

| General Manager | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| [redacted] | | | | | | | |

| Security | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| [redacted] | | | | | | | |

| Cultivation | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| Flower Lead | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Flower 2 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Flower 3 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Flower 4 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Flower 5 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Flower 6 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Flower 7 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Flower 8 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Veg Lead | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Veg 2 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Veg 3 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Veg 4 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Clone lead | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Clone 2 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |

| Processing | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| Trim lead | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Trim 2 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Trim 3 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Trim 4 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Trim 5 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Trim 6 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Cure Lead | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Cure 2 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Packaging 1 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Packaging 2 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Packaging 3 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Packaging 4 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |

| Extraction and Separation | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| Extraction lead | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Extraction 2 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Packaging | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |

| Sanitation/Maintenance | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|---|---|---|---|---|---|---|
| Santiation/Maintenance Manager | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Sanitation agent 1 | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |
| Sanitation 2 | | | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 |
| Maintenance agent | 8--5 | 8--5 | 8--5 | 8--5 | 8--5 | | |

## Compensation and Benefits

GLM intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance, to all employees. Exact compensation and benefits plans and packages are in the process of being developed.

**Compensation—**it is GLM's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. Accordingly, positions will generally be classified and then assigned a salary range that defines a minimum and maximum pay rate. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

**Overtime—**In accordance with state legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week.

Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by a non-exempt employee will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside their normal working hours without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

**Pay Periods**—Paydays are biweekly on Fridays. The pay period covers the two weeks prior to the paycheck date. If a regular pay day falls on a holiday, employees will be paid on the preceding work day.

GREAT LAKES

MEDICINALS

# ATTACHMENT K

Internet Service Provider

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Dispensary Location #2 ..... 2

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# ATTACHMENT K—INTERNET SERVICE PROVIDER

Great Lakes Medicinals, LLC ("GLM" or "Great Lakes Medicinals") will ensure sufficient Internet connectivity at all of its manufacturing and dispensing facilities. Great Lakes will enter into an agreement for service with a reputable Internet Service Provider (ISP) for the cultivation/manufacturing facility and all retail dispensing facilities upon successfully obtaining a state-issued license.

## Internet Service Provider (ISP)

Great Lakes Medicinals has confirmed with Time Warner Cable that the cultivation/manufacturing facility and three (3) retail dispensaries of Rochester, Syracuse, and Binghamton. The fourth and final retail dispensary located in Yonkers will be provided internet service by Optimum Products. All Great Lakes Medicinals facilities are located in areas with internet connectivity. Below in this attachment is a copy of a signed letter from Mr. Gerard Lewis, an inbound sales representative for Time Warner Cable, certifying the Great Lakes Medicinals facilities being serviced by Time Warner and additionally we have provided a screen shot from Optimum products showing that there is currently internet connectivity at the location.

### Cultivation Facility

**Rochester, NY**

**Address:** Eastman Kodak Business Park, 1669 Lake Ave, Building 350; Rochester, NY 14652

**Internet Service Provider (ISP):** *Time Warner Cable*

### Dispensary Location #1

**Rochester, NY**

**Address:** 26 Corporate Woods; Brighton, NY 14623

**Internet Service Provider (ISP):** *Time Warner Cable*

### Dispensary Location #2

**Syracuse, NY**

**Address:** Canalwood Commons, 2949 Erie Blvd., Suite 112; Syracuse, NY 13224

**Internet Service Provider (ISP):** *Time Warner Cable*

### Dispensary Location #3

**Binghamton, NY**

**Address:** 3712 Vestal Parkway; Binghamton, NY 13850

**Internet Service Provider (ISP):** *Time Warner Cable*

### Dispensary Location #4

**Yonkers, NY**

**Address:** 994 Midland Ave; Yonkers, NY 10704

**Internet Service Provider (ISP):** *Optimum Products*

## Internet Service Provider—Time Warner

TIME WARNER CABLE

May 29, 2015

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

Re: Internet Service for Great Lakes Medicinals, LLC

I am Gerard Lewis, an Inbound Sales Representative of Time Warner Cable. On behalf of Time Warner Cable, I certify that the below locations proposed by Great Lakes Medicinals LLC all fall within Time Warner Cable's service area. Upon review of my organizations files, I can confirm that Time Warner Cable is fully able to furnish each of Great Lakes Medicinals LLC's proposed location with internet service.

- Proposed Cultivation Location:
  - Eastman Kodak Business Park, 1669 Lake Ave, Rochester, NY 14652, Building 350
- Proposed Dispensary Locations:
  - Rochester: 26 Corporate Woods, Brighton, NY 14623
  - Syracuse: Canalwood Commons, 2949 Erie Blvd., Suite 112, Syracuse, NY 13224
  - Binghamton: 3712 Vestal Parkway Binghamton, NY 13850

Sincerely,

Gerard Lewis
IBS Representative
Time Warner Cable

1

Internet Service Provider—Optimum Products

GREAT LAKES
MEDICINALS

# ATTACHMENT L

Timeline

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# ATTACHMENT L—TIMELINE

Below is a timeline that has been developed to demonstrate the estimated timeframe from growing marijuana to production of a final approved product. The timeline will show the processes involved for the cultivation of marijuana and production of approved medical marijuana products.

## Timeline

Great Lakes Medicinals LLC (GLM) has develop timeline pertaining to the construction of the cultivation/manufacturing facility as well as a timeline for the cultivation of marijuana and the production of approved medical marijuana products.

HSE

Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Eastman Business Park Construction Timeline

Great Lakes Medicinals, LLC ("Great Lakes") selected Building 350 at Eastman Business Park in Greece, New York (the "Site") because it was an existing manufacturing facility with an unparalleled power, water, and security infrastructure already in place and would only require minor improvements (as defined in the Town of Greece Code). The history and importance of Eastman Business Park as a manufacturing center and economic engine simplifies what could otherwise be a lengthy approval process. The minor improvements Great Lakes will make to Building 350 will only require an administrative approval by the Planning Board, which will be requested co-currently with the building permit application. As such, Great Lakes anticipates that the renovations required at the Site will be approved and constructed quickly so that manufacturing and processing can begin by July.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Binghamton, New York Construction Timeline

Great Lakes Medicinals, LLC ("Great Lakes") selected 3712 Vestal Pkwy E., Vestal, New York 13850 (the "Site") because it was an existing retail space and requires only minor modifications to be a fully-functioning dispensary site by January 1, 2016. As such, Great Lakes anticipates that the renovations at the Site will be approved and constructed quickly so that the dispensary will meet the allotted timeframe.

Great Lakes will apply for the following community approvals:

1. Site plan approval by the Town of Vestal Planning Board: the Planning Board must approve Great Lakes' site plan before the Town will issue a building permit. Because the Site is an existing structure and the dispensing facility is harmonious with the retail/commercial uses on the adjacent properties, we estimate that the site plan review will take thirty (30) to sixty (60) days.

2. Change of tenant approval from the Vestal Planning Board: the Planning Board must confirm that the dispensary is a permitted use in the C-1 (General Shopping) zoning district. Permitted uses in the C-1 District include retail business. The Change of Occupant Information Sheet will be submitted co-currently with the building permit application.

3. Sign permit application and fire alarm permit application will be submitted co-currently with the building permit application.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Rochester, New York Dispensing Facility Construction Timeline

Great Lakes Medicinals, LLC ("Great Lakes") selected 26 Corporate Woods, Brighton, New York 14623 (the "Site") because it was an existing retail suite near premier hospitals and medical facilities. As such, Great Lakes anticipates that the minor modifications it is making to the leased premises will be approved and constructed quickly so that the dispensary will be fully functioning by January 1, 2016.

Specially, Great Lakes will apply for the following community approvals:

1. Certificate of compliance from the Building Inspector: The Building Inspector must certify that the dispensary is "retail sales of drugs," which is a permitted use in the BF-2 (General Commercial) zoning district. The request for a certificate of compliance will be submitted co-currently with the building permit application.

2. A fire alarm permit application will be submitted co-currently with the building permit application.

3. An exterior sign approval application will be submitted co-currently with the building permit application to the Architectural Review Board and the Planning Board.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Syracuse, New York Dispensing Facility Construction Timeline

Great Lakes Medicinals, LLC ("Great Lakes") selected 2949 Erie Boulevard, Suite 112, Syracuse, New York 13224 (the "Site") because it was a vacant suite within an existing building and requires only minor modifications to be a fully-functioning dispensary site by January 1, 2016. The only community approval Great Lakes will need is an exterior sign permit from a building official, which Great Lakes will apply for at the same time it applies for a building permit. As such, Great Lakes anticipates that the renovations required at the Site will be approved and constructed quickly so that the dispensary will open within the allotted timeframe.

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

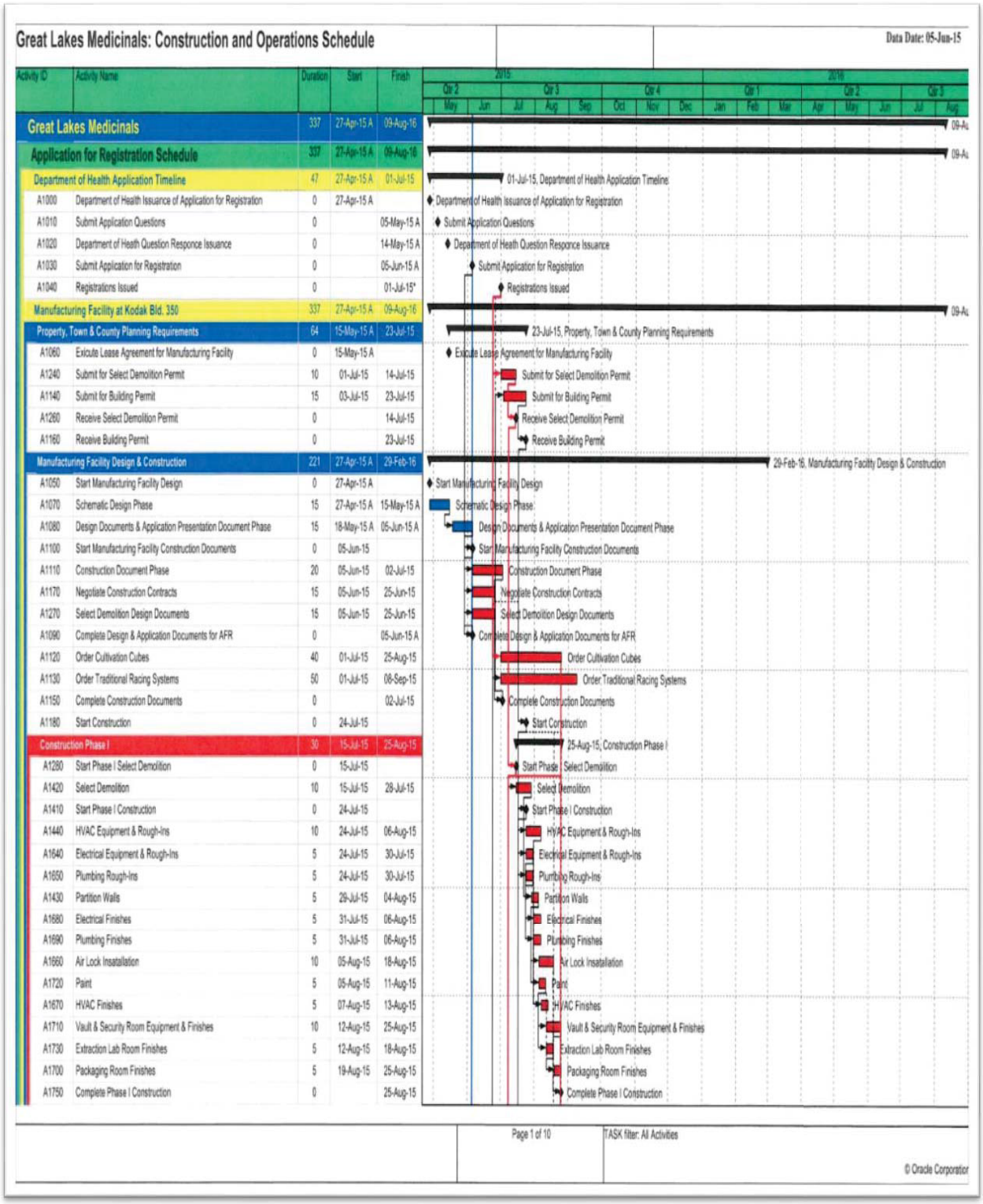
DATE: June 2, 2015

RE: Yonkers, New York Dispensing Facility Construction Timeline

Great Lakes Medicinals, LLC ("Great Lakes") selected 1 Pier Pointe, Yonkers, New York 10705 (the "Site") because it was a vacant suite within an existing planned urban redevelopment site and requires only minor modifications to be a fully-functioning dispensary site by January 1, 2016. Because the Site is subject to an already-approved comprehensive development plan, Great Lakes anticipates that it will only need a building permit and will not need any community approvals. As such, the Site should easily comply with the allotted timeframe.

## Construction Timeline

Below you will find a construction timeline that has been developed for GML's cultivation/manufacturing facility and medical dispensaries. The timeline could be somewhat hard to read as the document formatting does not translate well into a Microsoft Word document. The construction timeline can also be viewed within the GLM electronic submission portion of the Application. The electronic version can be viewed in its original creation document allowing the viewer to zoom in and out on the document and navigate the timeline more efficiently and effectively.


Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Great Lakes Medicinals 337 27-Apr-15 A 09-Aug-16
Application for Registration Schedule 337 27-Apr-15 A 09-Aug-16
Department of Health Application Timeline 47 27-Apr-15 A 01-Jul-15
A1000 Department of Health Issuance of Application for Registration 0 27-Apr-15 A
A1010 Submit Application Questions 0 05-May-15 A
A1020 Department of Heath Question Responce Issuance 0 14-May-15 A
A1030 Submit Application for Registration 0 05-Jun-15 A
A1040 Registrations Issued 0 01-Jul-15*
Manufacturing Facility at Kodak Bld. 350 337 27-Apr-15 A 09-Aug-16
Property, Town & County Planning Requirements 64 15-May-15 A 23-Jul-15
A1060 Exicute Lease Agreement for Manufacturing Facility 0 15-May-15 A
A1240 Submit for Select Demolition Permit 10 01-Jul-15 14-Jul-15
A1140 Submit for Building Permit 15 03-Jul-15 23-Jul-15
A1260 Receive Select Demolition Permit 0 14-Jul-15
A1160 Receive Building Permit 0 23-Jul-15
Manufacturing Facility Design & Construction 221 27-Apr-15 A 29-Feb-16
A1050 Start Manufacturing Facility Design 0 27-Apr-15 A
A1070 Schematic Design Phase 15 27-Apr-15 A 15-May-15 A
A1080 Design Documents & Application Presentation Document Phase 15 18-May-15 A 05-Jun-15 A
A1100 Start Manufacturing Facility Construction Documents 0 05-Jun-15
A1110 Construction Document Phase 20 05-Jun-15 02-Jul-15
A1170 Negotiate Construction Contracts 15 05-Jun-15 25-Jun-15
A1270 Select Demolition Design Documents 15 05-Jun-15 25-Jun-15
A1090 Complete Design & Application Documents for AFR 0 05-Jun-15 A
A1120 Order Cultivation Cubes 40 01-Jul-15 25-Aug-15
A1130 Order Traditional Racing Systems 50 01-Jul-15 08-Sep-15
A1150 Complete Construction Documents 0 02-Jul-15
A1180 Start Construction 0 24-Jul-15
Construction Phase I 30 15-Jul-15 25-Aug-15
A1280 Start Phase I Select Demolition 0 15-Jul-15
A1420 Select Demolition 10 15-Jul-15 28-Jul-15
A1410 Start Phase I Construction 0 24-Jul-15
A1440 HVAC Equipment & Rough-Ins 10 24-Jul-15 06-Aug-15
A1640 Electrical Equipment & Rough-Ins 5 24-Jul-15 30-Jul-15
A1650 Plumbing Rough-Ins 5 24-Jul-15 30-Jul-15
A1430 Partition Walls 5 29-Jul-15 04-Aug-15
A1680 Electrical Finishes 5 31-Jul-15 06-Aug-15
A1690 Plumbing Finishes 5 31-Jul-15 06-Aug-15
A1660 Air Lock Insatallation 10 05-Aug-15 18-Aug-15
A1720 Paint 5 05-Aug-15 11-Aug-15
A1670 HVAC Finishes 5 07-Aug-15 13-Aug-15
A1710 Vault & Security Room Equipment & Finishes 10 12-Aug-15 25-Aug-15
A1730 Extraction Lab Room Finishes 5 12-Aug-15 18-Aug-15
A1700 Packaging Room Finishes 5 19-Aug-15 25-Aug-15
A1750 Complete Phase I Construction 0 25-Aug-15
01-Jul-15, Department of Health Application Timeline
Department of Health Issuance of Application for Registration
Submit Application Questions
Department of Heath Question Responce Issuance
Submit Application for Registration
Registrations Issued
23-Jul-15, Property, Town & County Planning Requirements
Exicute Lease Agreement for Manufacturing Facility
Submit for Select Demolition Permit
Submit for Building Permit
Receive Select Demolition Permit
Receive Building Permit
29-Feb-16, Manufacturing Facility Design & Construction
Start Manufacturing Facility Design
Schematic Design Phase
Design Documents & Application Presentation Document Phase
Start Manufacturing Facility Construction Documents
Construction Document Phase
Negotiate Construction Contracts
Select Demolition Design Documents
Complete Design & Application Documents for AFR
Order Cultivation Cubes
Order Traditional Racing Systems
Complete Construction Documents
Start Construction
25-Aug-15, Construction Phase I
Start Phase I Select Demolition
Select Demolition
Start Phase I Construction
HVAC Equipment & Rough-Ins
Electrical Equipment & Rough-Ins
Plumbing Rough-Ins
Partition Walls
Electrical Finishes
Plumbing Finishes
Air Lock Insatallation
Paint
HVAC Finishes
Vault & Security Room Equipment & Finishes
Extraction Lab Room Finishes
Packaging Room Finishes
Complete Phase I Construction
Page 1 of 10
TASK filter: All Activities
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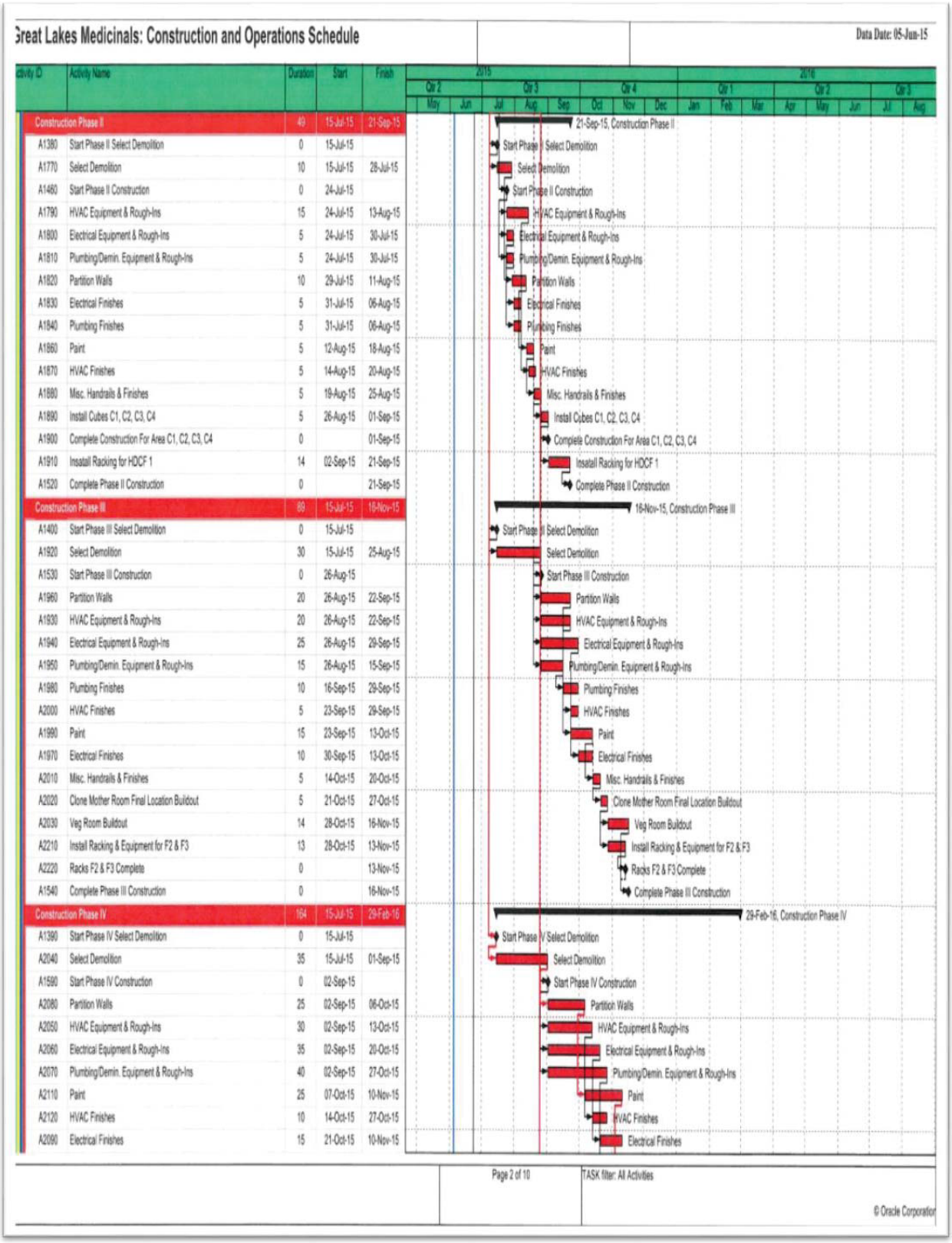
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Construction Phase II 40 15-Jul-15 21-Sep-15
A1380 Start Phase II Select Demolition 0 15-Jul-15
A1770 Select Demolition 10 15-Jul-15 28-Jul-15
A1460 Start Phase II Construction 0 24-Jul-15
A1790 HVAC Equipment & Rough-Ins 15 24-Jul-15 13-Aug-15
A1800 Electrical Equipment & Rough-Ins 5 24-Jul-15 30-Jul-15
A1810 Plumbing/Demin. Equipment & Rough-Ins 5 24-Jul-15 30-Jul-15
A1820 Partition Walls 10 29-Jul-15 11-Aug-15
A1830 Electrical Finishes 5 31-Jul-15 06-Aug-15
A1840 Plumbing Finishes 5 31-Jul-15 06-Aug-15
A1860 Paint 5 12-Aug-15 18-Aug-15
A1870 HVAC Finishes 5 14-Aug-15 20-Aug-15
A1880 Misc. Handrails & Finishes 5 19-Aug-15 25-Aug-15
A1890 Install Cubes C1, C2, C3, C4 5 26-Aug-15 01-Sep-15
A1900 Complete Construction For Area C1, C2, C3, C4 0 01-Sep-15
A1910 Insatall Racking for HDCF 1 14 02-Sep-15 21-Sep-15
A1520 Complete Phase II Construction 0 21-Sep-15
Construction Phase III 89 15-Jul-15 16-Nov-15
A1400 Start Phase III Select Demolition 0 15-Jul-15
A1920 Select Demolition 30 15-Jul-15 25-Aug-15
A1530 Start Phase III Construction 0 26-Aug-15
A1960 Partition Walls 20 26-Aug-15 22-Sep-15
A1930 HVAC Equipment & Rough-Ins 20 26-Aug-15 22-Sep-15
A1940 Electrical Equipment & Rough-Ins 25 26-Aug-15 29-Sep-15
A1950 Plumbing/Demin. Equipment & Rough-Ins 15 26-Aug-15 15-Sep-15
A1980 Plumbing Finishes 10 16-Sep-15 29-Sep-15
A2000 HVAC Finishes 5 23-Sep-15 29-Sep-15
A1990 Paint 15 23-Sep-15 13-Oct-15
A1970 Electrical Finishes 10 30-Sep-15 13-Oct-15
A2010 Misc. Handrails & Finishes 5 14-Oct-15 20-Oct-15
A2020 Clone Mother Room Final Location Buildout 5 21-Oct-15 27-Oct-15
A2030 Veg Room Buildout 14 28-Oct-15 16-Nov-15
A2210 Install Racking & Equipment for F2 & F3 13 28-Oct-15 13-Nov-15
A2220 Racks F2 & F3 Complete 0 13-Nov-15
A1540 Complete Phase III Construction 0 16-Nov-15
Construction Phase IV 164 15-Jul-15 29-Feb-16
A1390 Start Phase IV Select Demolition 0 15-Jul-15
A2040 Select Demolition 35 15-Jul-15 01-Sep-15
A1590 Start Phase IV Construction 0 02-Sep-15
A2080 Partition Walls 25 02-Sep-15 06-Oct-15
A2050 HVAC Equipment & Rough-Ins 30 02-Sep-15 13-Oct-15
A2060 Electrical Equipment & Rough-Ins 35 02-Sep-15 20-Oct-15
A2070 Plumbing/Demin. Equipment & Rough-Ins 40 02-Sep-15 27-Oct-15
A2110 Paint 25 07-Oct-15 10-Nov-15
A2120 HVAC Finishes 10 14-Oct-15 27-Oct-15
A2090 Electrical Finishes 15 21-Oct-15 10-Nov-15
21-Sep-15, Construction Phase II
Start Phase II Select Demolition
Select Demolition
Start Phase II Construction
HVAC Equipment & Rough-Ins
Electrical Equipment & Rough-Ins
Plumbing/Demin. Equipment & Rough-Ins
Partition Walls
Electrical Finishes
Plumbing Finishes
Paint
HVAC Finishes
Misc. Handrails & Finishes
Install Cubes C1, C2, C3, C4
Complete Construction For Area C1, C2, C3, C4
Insatall Racking for HDCF 1
Complete Phase II Construction
16-Nov-15, Construction Phase III
Start Phase III Select Demolition
Select Demolition
Start Phase III Construction
Partition Walls
HVAC Equipment & Rough-Ins
Electrical Equipment & Rough-Ins
Plumbing/Demin. Equipment & Rough-Ins
Plumbing Finishes
HVAC Finishes
Paint
Electrical Finishes
Misc. Handrails & Finishes
Clone Mother Room Final Location Buildout
Veg Room Buildout
Install Racking & Equipment for F2 & F3
Racks F2 & F3 Complete
Complete Phase III Construction
29-Feb-16, Construction Phase IV
Start Phase IV Select Demolition
Select Demolition
Start Phase IV Construction
Partition Walls
HVAC Equipment & Rough-Ins
Electrical Equipment & Rough-Ins
Plumbing/Demin. Equipment & Rough-Ins
Paint
HVAC Finishes
Electrical Finishes
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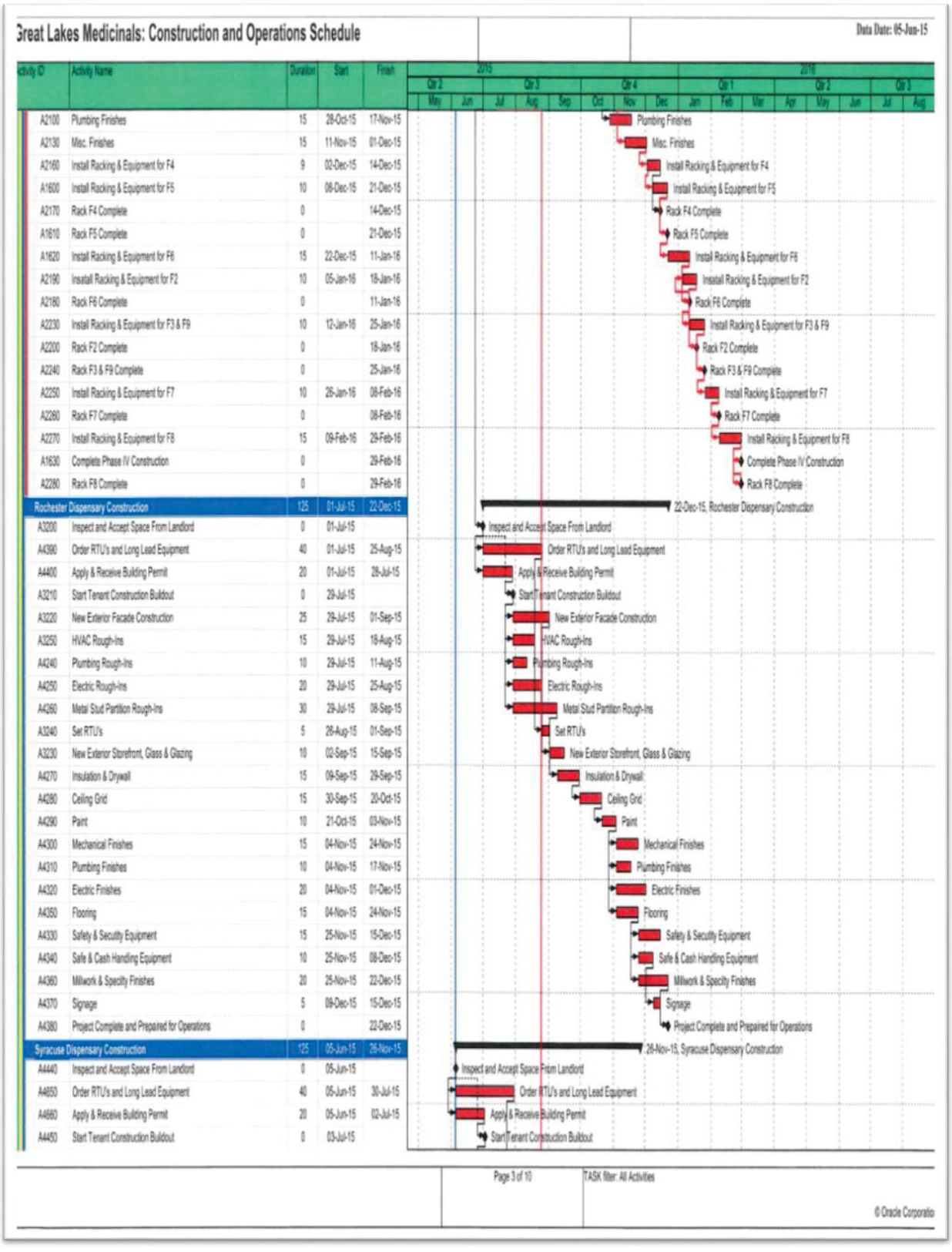
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
A2100 Plumbing Finishes 15 28-Oct-15 17-Nov-15
A2130 Misc. Finishes 15 11-Nov-15 01-Dec-15
A2160 Install Racking & Equipment for F4 9 02-Dec-15 14-Dec-15
A1600 Install Racking & Equipment for F5 10 08-Dec-15 21-Dec-15
A2170 Rack F4 Complete 0 14-Dec-15
A1610 Rack F5 Complete 0 21-Dec-15
A1620 Install Racking & Equipment for F6 15 22-Dec-15 11-Jan-16
A2190 Insatall Racking & Equipment for F2 10 05-Jan-16 18-Jan-16
A2180 Rack F6 Complete 0 11-Jan-16
A2230 Install Racking & Equipment for F3 & F9 10 12-Jan-16 25-Jan-16
A2200 Rack F2 Complete 0 18-Jan-16
A2240 Rack F3 & F9 Complete 0 25-Jan-16
A2250 Install Racking & Equipment for F7 10 26-Jan-16 08-Feb-16
A2260 Rack F7 Complete 0 08-Feb-16
A2270 Install Racking & Equipment for F8 15 09-Feb-16 29-Feb-16
A1630 Complete Phase IV Construction 0 29-Feb-16
A2280 Rack F8 Complete 0 29-Feb-16
Rochester Dispensary Construction 125 01-Jul-15 22-Dec-15
A3200 Inspect and Accept Space From Landlord 0 01-Jul-15
A4390 Order RTU's and Long Lead Equipment 40 01-Jul-15 25-Aug-15
A4400 Apply & Receive Building Permit 20 01-Jul-15 28-Jul-15
A3210 Start Tenant Construction Buildout 0 29-Jul-15
A3220 New Exterior Facade Construction 25 29-Jul-15 01-Sep-15
A3250 HVAC Rough-Ins 15 29-Jul-15 18-Aug-15
A4240 Plumbing Rough-Ins 10 29-Jul-15 11-Aug-15
A4250 Electric Rough-Ins 20 29-Jul-15 25-Aug-15
A4260 Metal Stud Partition Rough-Ins 30 29-Jul-15 08-Sep-15
A3240 Set RTU's 5 26-Aug-15 01-Sep-15
A3230 New Exterior Storefront, Glass & Glazing 10 02-Sep-15 15-Sep-15
A4270 Insulation & Drywall 15 09-Sep-15 29-Sep-15
A4280 Ceiling Grid 15 30-Sep-15 20-Oct-15
A4290 Paint 10 21-Oct-15 03-Nov-15
A4300 Mechanical Finishes 15 04-Nov-15 24-Nov-15
A4310 Plumbing Finishes 10 04-Nov-15 17-Nov-15
A4320 Electric Finishes 20 04-Nov-15 01-Dec-15
A4350 Flooring 15 04-Nov-15 24-Nov-15
A4330 Safety & Security Equipment 15 25-Nov-15 15-Dec-15
A4340 Safe & Cash Handling Equipment 10 25-Nov-15 08-Dec-15
A4360 Millwork & Specity Finishes 20 25-Nov-15 22-Dec-15
A4370 Signage 5 09-Dec-15 15-Dec-15
A4380 Project Complete and Prepared for Operations 0 22-Dec-15
Syracuse Dispensary Construction 125 05-Jun-15 26-Nov-15
A4440 Inspect and Accept Space From Landlord 0 05-Jun-15
A4650 Order RTU's and Long Lead Equipment 40 05-Jun-15 30-Jul-15
A4660 Apply & Receive Building Permit 20 05-Jun-15 02-Jul-15
A4450 Start Tenant Construction Buildout 0 03-Jul-15
Plumbing Finishes
Misc. Finishes
Install Racking & Equipment for F4
Install Racking & Equipment for F5
Rack F4 Complete
Rack F5 Complete
Install Racking & Equipment for F6
Insatall Racking & Equipment for F2
Rack F6 Complete
Install Racking & Equipment for F3 & F9
Rack F2 Complete
Rack F3 & F9 Complete
Install Racking & Equipment for F7
Rack F7 Complete
Install Racking & Equipment for F8
Complete Phase IV Construction
Rack F8 Complete
22-Dec-15, Rochester Dispensary Construction
Inspect and Accept Space From Landlord
Order RTU's and Long Lead Equipment
Apply & Receive Building Permit
Start Tenant Construction Buildout
New Exterior Facade Construction
HVAC Rough-Ins
Plumbing Rough-Ins
Electric Rough-Ins
Metal Stud Partition Rough-Ins
Set RTU's
New Exterior Storefront, Glass & Glazing
Insulation & Drywall
Ceiling Grid
Paint
Mechanical Finishes
Plumbing Finishes
Electric Finishes
Flooring
Safety & Security Equipment
Safe & Cash Handling Equipment
Millwork & Specity Finishes
Signage
Project Complete and Prepared for Operations
26-Nov-15, Syracuse Dispensary Construction
Inspect and Accept Space From Landlord
Order RTU's and Long Lead Equipment
Apply & Receive Building Permit
Start Tenant Construction Buildout
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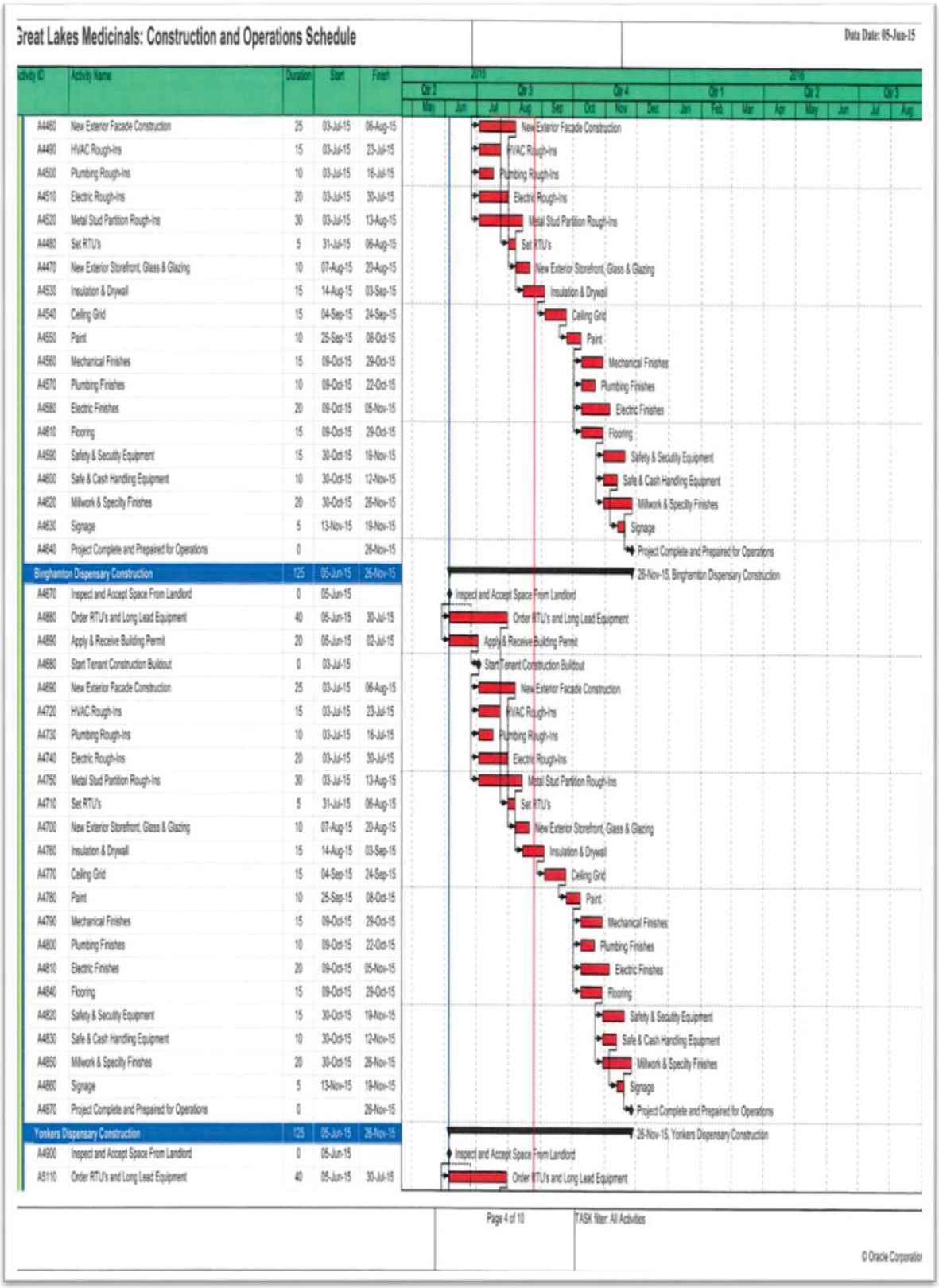
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug
A4460 New Exterior Facade Construction 25 03-Jul-15 06-Aug-15
A4480 HVAC Rough-Ins 15 03-Jul-15 23-Jul-15
A4500 Plumbing Rough-Ins 10 03-Jul-15 16-Jul-15
A4510 Electric Rough-Ins 20 03-Jul-15 30-Jul-15
A4520 Metal Stud Partition Rough-Ins 30 03-Jul-15 13-Aug-15
A4480 Set RTU's 5 31-Jul-15 06-Aug-15
A4470 New Exterior Storefront, Glass & Glazing 10 07-Aug-15 20-Aug-15
A4530 Insulation & Drywall 15 14-Aug-15 03-Sep-15
A4540 Ceiling Grid 15 04-Sep-15 24-Sep-15
A4550 Paint 10 25-Sep-15 08-Oct-15
A4560 Mechanical Finishes 15 09-Oct-15 29-Oct-15
A4570 Plumbing Finishes 10 09-Oct-15 22-Oct-15
A4580 Electric Finishes 20 09-Oct-15 05-Nov-15
A4610 Flooring 15 09-Oct-15 29-Oct-15
A4590 Safety & Security Equipment 15 30-Oct-15 19-Nov-15
A4600 Safe & Cash Handling Equipment 10 30-Oct-15 12-Nov-15
A4620 Millwork & Specity Finishes 20 30-Oct-15 26-Nov-15
A4630 Signage 5 13-Nov-15 19-Nov-15
A4640 Project Complete and Prepared for Operations 0 26-Nov-15
Binghamton Dispensary Construction 125 05-Jun-15 26-Nov-15
A4670 Inspect and Accept Space From Landlord 0 05-Jun-15
A4880 Order RTU's and Long Lead Equipment 40 05-Jun-15 30-Jul-15
A4890 Apply & Receive Building Permit 20 05-Jun-15 02-Jul-15
A4680 Start Tenant Construction Buildout 0 03-Jul-15
A4690 New Exterior Facade Construction 25 03-Jul-15 06-Aug-15
A4720 HVAC Rough-Ins 15 03-Jul-15 23-Jul-15
A4730 Plumbing Rough-Ins 10 03-Jul-15 16-Jul-15
A4740 Electric Rough-Ins 20 03-Jul-15 30-Jul-15
A4750 Metal Stud Partition Rough-Ins 30 03-Jul-15 13-Aug-15
A4710 Set RTU's 5 31-Jul-15 06-Aug-15
A4700 New Exterior Storefront, Glass & Glazing 10 07-Aug-15 20-Aug-15
A4760 Insulation & Drywall 15 14-Aug-15 03-Sep-15
A4770 Ceiling Grid 15 04-Sep-15 24-Sep-15
A4780 Paint 10 25-Sep-15 08-Oct-15
A4790 Mechanical Finishes 15 09-Oct-15 29-Oct-15
A4800 Plumbing Finishes 10 09-Oct-15 22-Oct-15
A4810 Electric Finishes 20 09-Oct-15 05-Nov-15
A4840 Flooring 15 09-Oct-15 29-Oct-15
A4820 Safety & Security Equipment 15 30-Oct-15 19-Nov-15
A4830 Safe & Cash Handling Equipment 10 30-Oct-15 12-Nov-15
A4850 Millwork & Specity Finishes 20 30-Oct-15 26-Nov-15
A4860 Signage 5 13-Nov-15 19-Nov-15
A4870 Project Complete and Prepared for Operations 0 26-Nov-15
Yonkers Dispensary Construction 125 05-Jun-15 26-Nov-15
A4900 Inspect and Accept Space From Landlord 0 05-Jun-15
A5110 Order RTU's and Long Lead Equipment 40 05-Jun-15 30-Jul-15
New Exterior Facade Construction
HVAC Rough-Ins
Plumbing Rough-Ins
Electric Rough-Ins
Metal Stud Partition Rough-Ins
Set RTU's
New Exterior Storefront, Glass & Glazing
Insulation & Drywall
Ceiling Grid
Paint
Mechanical Finishes
Plumbing Finishes
Electric Finishes
Flooring
Safety & Security Equipment
Safe & Cash Handling Equipment
Millwork & Specity Finishes
Signage
Project Complete and Prepared for Operations
26-Nov-15, Binghamton Dispensary Construction
Inspect and Accept Space From Landlord
Order RTU's and Long Lead Equipment
Apply & Receive Building Permit
Start Tenant Construction Buildout
New Exterior Facade Construction
HVAC Rough-Ins
Plumbing Rough-Ins
Electric Rough-Ins
Metal Stud Partition Rough-Ins
Set RTU's
New Exterior Storefront, Glass & Glazing
Insulation & Drywall
Ceiling Grid
Paint
Mechanical Finishes
Plumbing Finishes
Electric Finishes
Flooring
Safety & Security Equipment
Safe & Cash Handling Equipment
Millwork & Specity Finishes
Signage
Project Complete and Prepared for Operations
26-Nov-15, Yonkers Dispensary Construction
Inspect and Accept Space From Landlord
Order RTU's and Long Lead Equipment
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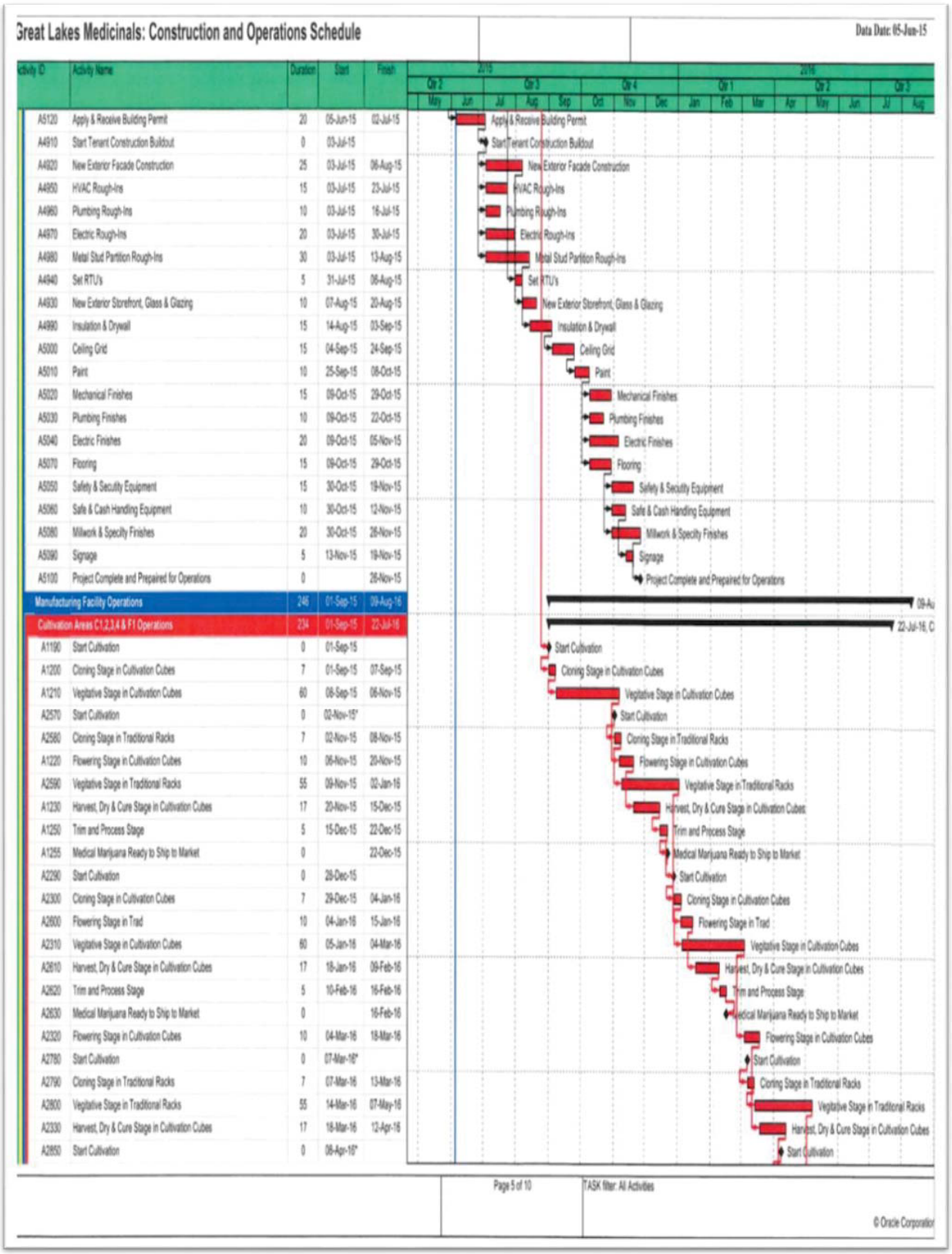
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
A5120 Apply & Receive Building Permit 20 05-Jun-15 02-Jul-15
A4910 Start Tenant Construction Buildout 0 03-Jul-15
A4920 New Exterior Facade Construction 25 03-Jul-15 06-Aug-15
A4950 HVAC Rough-Ins 15 03-Jul-15 23-Jul-15
A4960 Plumbing Rough-Ins 10 03-Jul-15 16-Jul-15
A4970 Electric Rough-Ins 20 03-Jul-15 30-Jul-15
A4980 Metal Stud Partition Rough-Ins 30 03-Jul-15 13-Aug-15
A4940 Set RTU's 5 31-Jul-15 06-Aug-15
A4930 New Exterior Storefront, Glass & Glazing 10 07-Aug-15 20-Aug-15
A4990 Insulation & Drywall 15 14-Aug-15 03-Sep-15
A5000 Ceiling Grid 15 04-Sep-15 24-Sep-15
A5010 Paint 10 25-Sep-15 08-Oct-15
A5020 Mechanical Finishes 15 09-Oct-15 29-Oct-15
A5030 Plumbing Finishes 10 09-Oct-15 22-Oct-15
A5040 Electric Finishes 20 09-Oct-15 05-Nov-15
A5070 Flooring 15 09-Oct-15 29-Oct-15
A5050 Safety & Security Equipment 15 30-Oct-15 19-Nov-15
A5060 Safe & Cash Handling Equipment 10 30-Oct-15 12-Nov-15
A5080 Millwork & Specilty Finishes 20 30-Oct-15 26-Nov-15
A5090 Signage 5 13-Nov-15 19-Nov-15
A5100 Project Complete and Prepaired for Operations 0 26-Nov-15
Manufacturing Facility Operations 246 01-Sep-15 09-Aug-16
Cultivation Areas C1,2,3,4 & F1 Operations 234 01-Sep-15 22-Jul-16
A1190 Start Cultivation 0 01-Sep-15
A1200 Cloning Stage in Cultivation Cubes 7 01-Sep-15 07-Sep-15
A1210 Vegitative Stage in Cultivation Cubes 60 08-Sep-15 06-Nov-15
A2570 Start Cultivation 0 02-Nov-15*
A2580 Cloning Stage in Traditional Racks 7 02-Nov-15 08-Nov-15
A1220 Flowering Stage in Cultivation Cubes 10 06-Nov-15 20-Nov-15
A2590 Vegitative Stage in Traditional Racks 55 09-Nov-15 02-Jan-16
A1230 Harvest, Dry & Cure Stage in Cultivation Cubes 17 20-Nov-15 15-Dec-15
A1250 Trim and Process Stage 5 15-Dec-15 22-Dec-15
A1255 Medical Marijuana Ready to Ship to Market 0 22-Dec-15
A2290 Start Cultivation 0 28-Dec-15
A2300 Cloning Stage in Cultivation Cubes 7 29-Dec-15 04-Jan-16
A2600 Flowering Stage in Trad 10 04-Jan-16 15-Jan-16
A2310 Vegitative Stage in Cultivation Cubes 60 05-Jan-16 04-Mar-16
A2610 Harvest, Dry & Cure Stage in Cultivation Cubes 17 18-Jan-16 09-Feb-16
A2620 Trim and Process Stage 5 10-Feb-16 16-Feb-16
A2630 Medical Marijuana Ready to Ship to Market 0 16-Feb-16
A2320 Flowering Stage in Cultivation Cubes 10 04-Mar-16 18-Mar-16
A2780 Start Cultivation 0 07-Mar-16*
A2790 Cloning Stage in Traditional Racks 7 07-Mar-16 13-Mar-16
A2800 Vegitative Stage in Traditional Racks 55 14-Mar-16 07-May-16
A2330 Harvest, Dry & Cure Stage in Cultivation Cubes 17 18-Mar-16 12-Apr-16
A2850 Start Cultivation 0 06-Apr-16*
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May
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Aug
Apply & Receive Building Permit
Start Tenant Construction Buildout
New Exterior Facade Construction
HVAC Rough-Ins
Plumbing Rough-Ins
Electric Rough-Ins
Metal Stud Partition Rough-Ins
Set RTU's
New Exterior Storefront, Glass & Glazing
Insulation & Drywall
Ceiling Grid
Paint
Mechanical Finishes
Plumbing Finishes
Electric Finishes
Flooring
Safety & Security Equipment
Safe & Cash Handling Equipment
Millwork & Specilty Finishes
Signage
Project Complete and Prepaired for Operations
09-Au
22-Jul-16, C
Start Cultivation
Cloning Stage in Cultivation Cubes
Vegitative Stage in Cultivation Cubes
Start Cultivation
Cloning Stage in Traditional Racks
Flowering Stage in Cultivation Cubes
Vegitative Stage in Traditional Racks
Harvest, Dry & Cure Stage in Cultivation Cubes
Trim and Process Stage
Medical Marijuana Ready to Ship to Market
Start Cultivation
Cloning Stage in Cultivation Cubes
Flowering Stage in Trad
Vegitative Stage in Cultivation Cubes
Harvest, Dry & Cure Stage in Cultivation Cubes
Trim and Process Stage
Medical Marijuana Ready to Ship to Market
Flowering Stage in Cultivation Cubes
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional Racks
Harvest, Dry & Cure Stage in Cultivation Cubes
Start Cultivation
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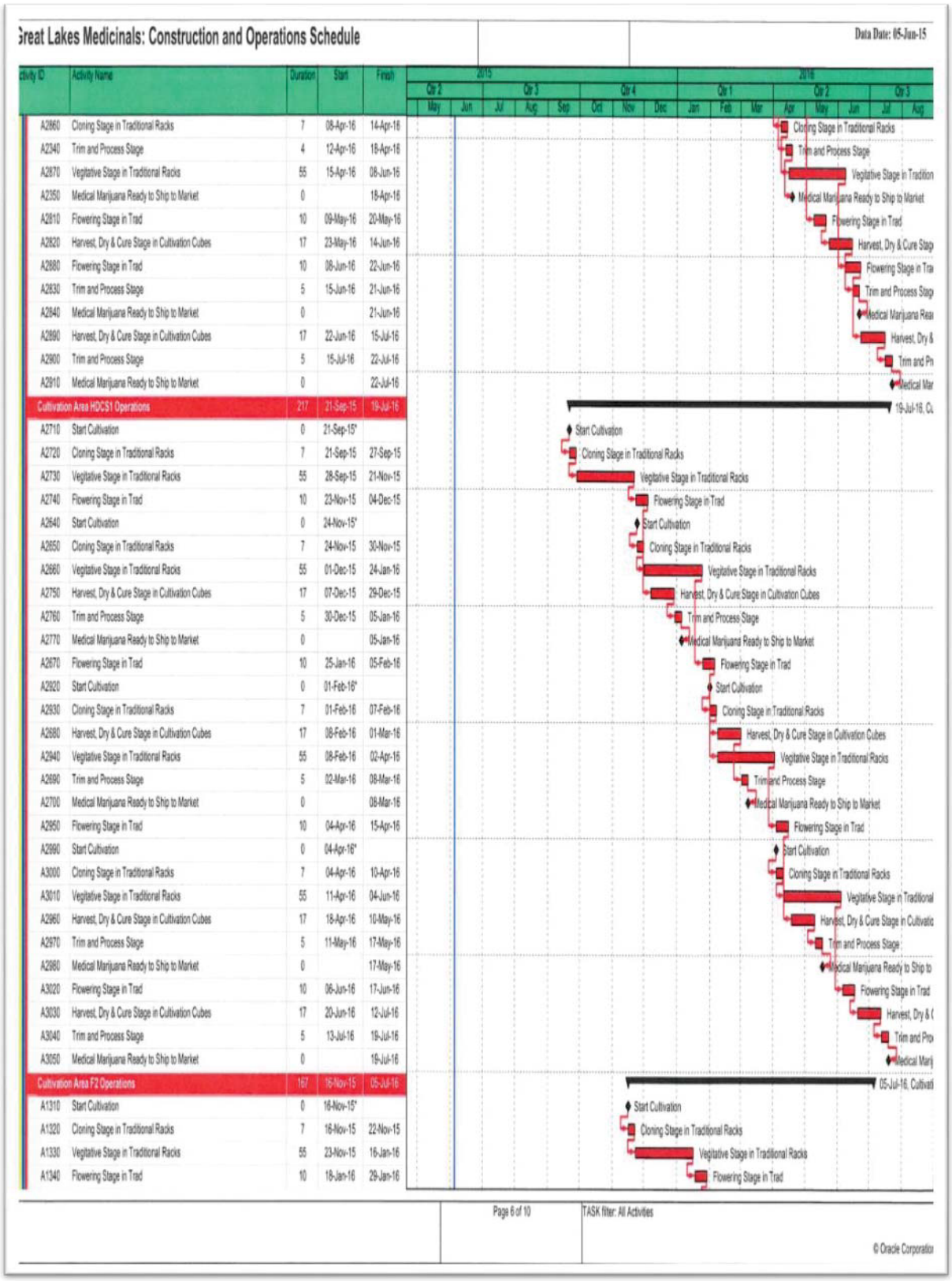
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May
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Jul
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Aug
A2860 Cloning Stage in Traditional Racks 7 08-Apr-16 14-Apr-16
A2340 Trim and Process Stage 4 12-Apr-16 18-Apr-16
A2870 Vegitative Stage in Traditional Racks 55 15-Apr-16 08-Jun-16
A2350 Medical Marijuana Ready to Ship to Market 0 18-Apr-16
A2810 Flowering Stage in Trad 10 09-May-16 20-May-16
A2820 Harvest, Dry & Cure Stage in Cultivation Cubes 17 23-May-16 14-Jun-16
A2880 Flowering Stage in Trad 10 08-Jun-16 22-Jun-16
A2830 Trim and Process Stage 5 15-Jun-16 21-Jun-16
A2840 Medical Marijuana Ready to Ship to Market 0 21-Jun-16
A2890 Harvest, Dry & Cure Stage in Cultivation Cubes 17 22-Jun-16 15-Jul-16
A2900 Trim and Process Stage 5 15-Jul-16 22-Jul-16
A2910 Medical Marijuana Ready to Ship to Market 0 22-Jul-16
Cultivation Area HDCS1 Operations 217 21-Sep-15 19-Jul-16
A2710 Start Cultivation 0 21-Sep-15* 21-Sep-15
A2720 Cloning Stage in Traditional Racks 7 21-Sep-15 27-Sep-15
A2730 Vegitative Stage in Traditional Racks 55 28-Sep-15 21-Nov-15
A2740 Flowering Stage in Trad 10 23-Nov-15 04-Dec-15
A2640 Start Cultivation 0 24-Nov-15* 24-Nov-15
A2650 Cloning Stage in Traditional Racks 7 24-Nov-15 30-Nov-15
A2660 Vegitative Stage in Traditional Racks 55 01-Dec-15 24-Jan-16
A2750 Harvest, Dry & Cure Stage in Cultivation Cubes 17 07-Dec-15 29-Dec-15
A2760 Trim and Process Stage 5 30-Dec-15 05-Jan-16
A2770 Medical Marijuana Ready to Ship to Market 0 05-Jan-16
A2670 Flowering Stage in Trad 10 25-Jan-16 05-Feb-16
A2820 Start Cultivation 0 01-Feb-16* 01-Feb-16
A2830 Cloning Stage in Traditional Racks 7 01-Feb-16 07-Feb-16
A2680 Harvest, Dry & Cure Stage in Cultivation Cubes 17 08-Feb-16 01-Mar-16
A2940 Vegitative Stage in Traditional Racks 55 08-Feb-16 02-Apr-16
A2690 Trim and Process Stage 5 02-Mar-16 08-Mar-16
A2700 Medical Marijuana Ready to Ship to Market 0 08-Mar-16
A2950 Flowering Stage in Trad 10 04-Apr-16 15-Apr-16
A2890 Start Cultivation 0 04-Apr-16* 04-Apr-16
A3000 Cloning Stage in Traditional Racks 7 04-Apr-16 10-Apr-16
A3010 Vegitative Stage in Traditional Racks 55 11-Apr-16 04-Jun-16
A2960 Harvest, Dry & Cure Stage in Cultivation Cubes 17 18-Apr-16 10-May-16
A2970 Trim and Process Stage 5 11-May-16 17-May-16
A2980 Medical Marijuana Ready to Ship to Market 0 17-May-16
A3020 Flowering Stage in Trad 10 06-Jun-16 17-Jun-16
A3030 Harvest, Dry & Cure Stage in Cultivation Cubes 17 20-Jun-16 12-Jul-16
A3040 Trim and Process Stage 5 13-Jul-16 19-Jul-16
A3050 Medical Marijuana Ready to Ship to Market 0 19-Jul-16
Cultivation Area F2 Operations 167 16-Nov-15 05-Jul-16
A1310 Start Cultivation 0 16-Nov-15* 16-Nov-15
A1320 Cloning Stage in Traditional Racks 7 16-Nov-15 22-Nov-15
A1330 Vegitative Stage in Traditional Racks 55 23-Nov-15 16-Jan-16
A1340 Flowering Stage in Trad 10 18-Jan-16 29-Jan-16
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional Racks
Flowering Stage in Trad
Harvest, Dry & Cure Stage in Cultivation Cubes
Trim and Process Stage
Medical Marijuana Ready to Ship to Market
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TASK filter: All Activities
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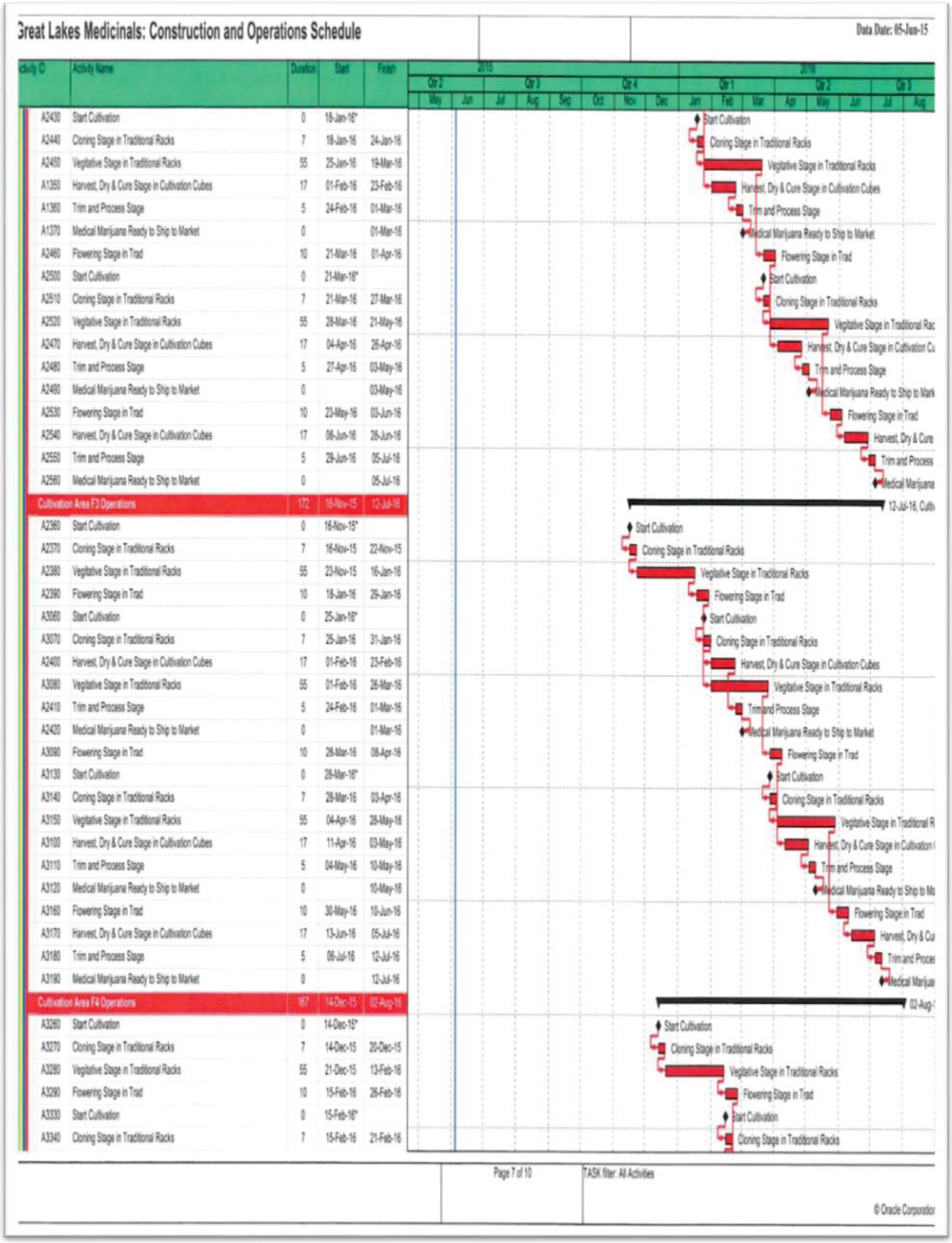
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
2015
2016
Qtr 2
Qtr 3
Qtr 4
Qtr 1
Qtr 2
Qtr 3
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
A2430 Start Cultivation 0 18-Jan-16*
A2440 Cloning Stage in Traditional Racks 7 18-Jan-16 24-Jan-16
A2450 Vegitative Stage in Traditional Racks 55 25-Jan-16 19-Mar-16
A1350 Harvest, Dry & Cure Stage in Cultivation Cubes 17 01-Feb-16 23-Feb-16
A1360 Trim and Process Stage 5 24-Feb-16 01-Mar-16
A1370 Medical Marijuana Ready to Ship to Market 0 01-Mar-16
A2460 Flowering Stage in Trad 10 21-Mar-16 01-Apr-16
A2500 Start Cultivation 0 21-Mar-16*
A2510 Cloning Stage in Traditional Racks 7 21-Mar-16 27-Mar-16
A2520 Vegitative Stage in Traditional Racks 55 28-Mar-16 21-May-16
A2470 Harvest, Dry & Cure Stage in Cultivation Cubes 17 04-Apr-16 26-Apr-16
A2480 Trim and Process Stage 5 27-Apr-16 03-May-16
A2490 Medical Marijuana Ready to Ship to Market 0 03-May-16
A2530 Flowering Stage in Trad 10 23-May-16 03-Jun-16
A2540 Harvest, Dry & Cure Stage in Cultivation Cubes 17 06-Jun-16 28-Jun-16
A2550 Trim and Process Stage 5 29-Jun-16 05-Jul-16
A2560 Medical Marijuana Ready to Ship to Market 0 05-Jul-16
Cultivation Area F3 Operations 172 16-Nov-15 12-Jul-16
A2360 Start Cultivation 0 16-Nov-15*
A2370 Cloning Stage in Traditional Racks 7 16-Nov-15 22-Nov-15
A2380 Vegitative Stage in Traditional Racks 55 23-Nov-15 16-Jan-16
A2390 Flowering Stage in Trad 10 18-Jan-16 29-Jan-16
A3060 Start Cultivation 0 25-Jan-16*
A3070 Cloning Stage in Traditional Racks 7 25-Jan-16 31-Jan-16
A2400 Harvest, Dry & Cure Stage in Cultivation Cubes 17 01-Feb-16 23-Feb-16
A3080 Vegitative Stage in Traditional Racks 55 01-Feb-16 26-Mar-16
A2410 Trim and Process Stage 5 24-Feb-16 01-Mar-16
A2420 Medical Marijuana Ready to Ship to Market 0 01-Mar-16
A3090 Flowering Stage in Trad 10 28-Mar-16 08-Apr-16
A3130 Start Cultivation 0 28-Mar-16*
A3140 Cloning Stage in Traditional Racks 7 28-Mar-16 03-Apr-16
A3150 Vegitative Stage in Traditional Racks 55 04-Apr-16 28-May-16
A3100 Harvest, Dry & Cure Stage in Cultivation Cubes 17 11-Apr-16 03-May-16
A3110 Trim and Process Stage 5 04-May-16 10-May-16
A3120 Medical Marijuana Ready to Ship to Market 0 10-May-16
A3160 Flowering Stage in Trad 10 30-May-16 10-Jun-16
A3170 Harvest, Dry & Cure Stage in Cultivation Cubes 17 13-Jun-16 05-Jul-16
A3180 Trim and Process Stage 5 06-Jul-16 12-Jul-16
A3190 Medical Marijuana Ready to Ship to Market 0 12-Jul-16
Cultivation Area F4 Operations 167 14-Dec-15 02-Aug-16
A3260 Start Cultivation 0 14-Dec-15*
A3270 Cloning Stage in Traditional Racks 7 14-Dec-15 20-Dec-15
A3280 Vegitative Stage in Traditional Racks 55 21-Dec-15 13-Feb-16
A3290 Flowering Stage in Trad 10 15-Feb-16 26-Feb-16
A3330 Start Cultivation 0 15-Feb-16*
A3340 Cloning Stage in Traditional Racks 7 15-Feb-16 21-Feb-16
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional Racks
Harvest, Dry & Cure Stage in Cultivation Cubes
Trim and Process Stage
Medical Marijuana Ready to Ship to Market
Flowering Stage in Trad
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional Rac
Harvest, Dry & Cure Stage in Cultivation Cu
Trim and Process Stage
Medical Marijuana Ready to Ship to Mark
Flowering Stage in Trad
Harvest, Dry & Cure
Trim and Process
Medical Marijuana
12-Jul-16, Cultiv
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional Racks
Flowering Stage in Trad
Start Cultivation
Cloning Stage in Traditional Racks
Harvest, Dry & Cure Stage in Cultivation Cubes
Vegitative Stage in Traditional Racks
Trim and Process Stage
Medical Marijuana Ready to Ship to Market
Flowering Stage in Trad
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional R
Harvest, Dry & Cure Stage in Cultivation
Trim and Process Stage
Medical Marijuana Ready to Ship to Ma
Flowering Stage in Trad
Harvest, Dry & Cu
Trim and Proce
Medical Marijua
02-Aug-1
Start Cultivation
Cloning Stage in Traditional Racks
Vegitative Stage in Traditional Racks
Flowering Stage in Trad
Start Cultivation
Cloning Stage in Traditional Racks
Page 7 of 10
TASK filter: All Activities
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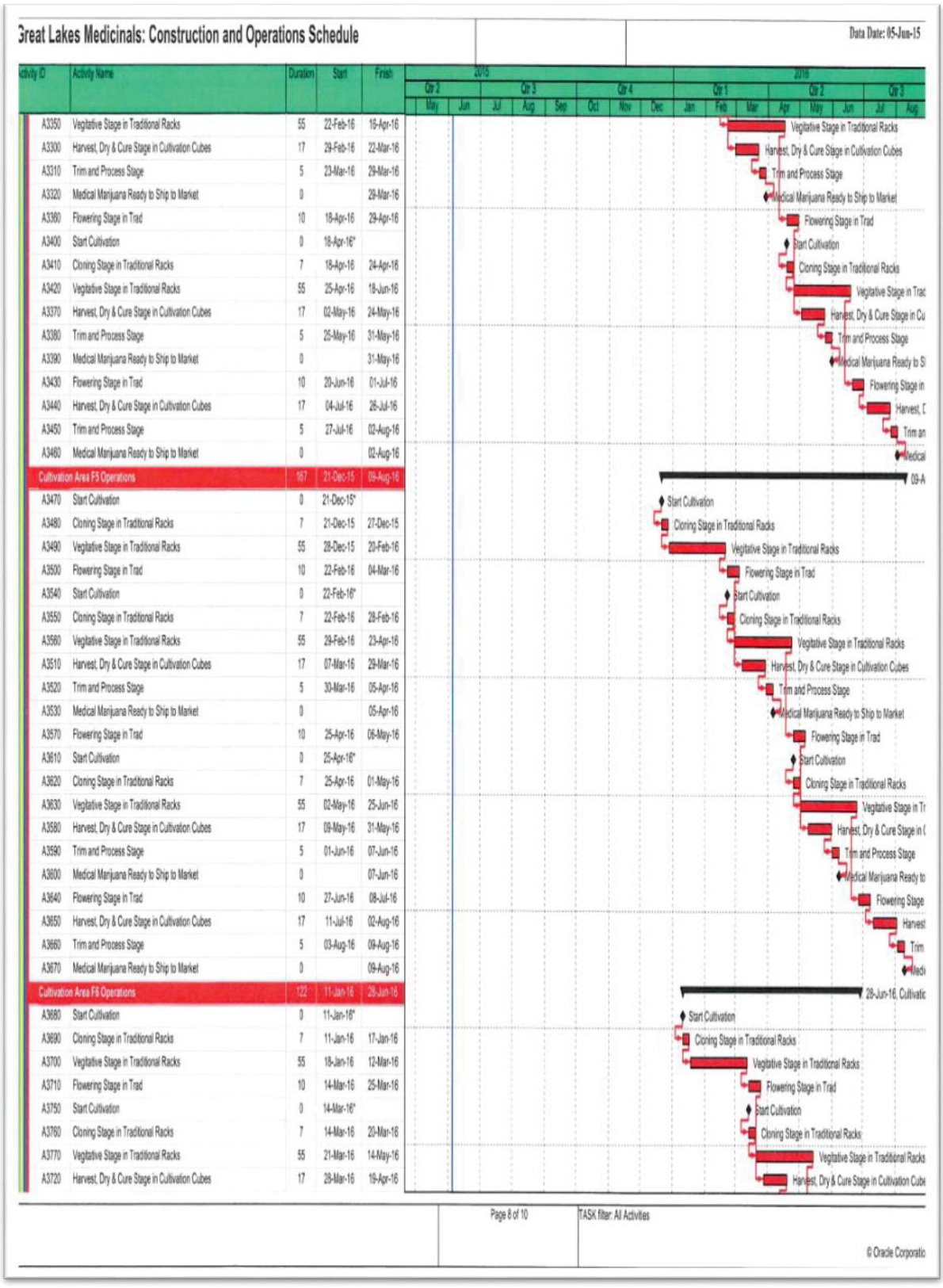

Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A3350 | Vegtative Stage in Traditional Racks | 55 | 22-Feb-16 | 16-Apr-16 |
| A3300 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 29-Feb-16 | 22-Mar-16 |
| A3310 | Trim and Process Stage | 5 | 23-Mar-16 | 29-Mar-16 |
| A3320 | Medical Marijuana Ready to Ship to Market | 0 | | 29-Mar-16 |
| A3360 | Flowering Stage in Trad | 10 | 18-Apr-16 | 29-Apr-16 |
| A3400 | Start Cultivation | 0 | 18-Apr-16* | |
| A3410 | Cloning Stage in Traditional Racks | 7 | 18-Apr-16 | 24-Apr-16 |
| A3420 | Vegtative Stage in Traditional Racks | 55 | 25-Apr-16 | 18-Jun-16 |
| A3370 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 02-May-16 | 24-May-16 |
| A3380 | Trim and Process Stage | 5 | 25-May-16 | 31-May-16 |
| A3390 | Medical Marijuana Ready to Ship to Market | 0 | | 31-May-16 |
| A3430 | Flowering Stage in Trad | 10 | 20-Jun-16 | 01-Jul-16 |
| A3440 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 04-Jul-16 | 26-Jul-16 |
| A3450 | Trim and Process Stage | 5 | 27-Jul-16 | 02-Aug-16 |
| A3460 | Medical Marijuana Ready to Ship to Market | 0 | | 02-Aug-16 |
| Cultivation Area F5 Operations | | 167 | 21-Dec-15 | 09-Aug-16 |
| A3470 | Start Cultivation | 0 | 21-Dec-15* | |
| A3480 | Cloning Stage in Traditional Racks | 7 | 21-Dec-15 | 27-Dec-15 |
| A3490 | Vegtative Stage in Traditional Racks | 55 | 28-Dec-15 | 20-Feb-16 |
| A3500 | Flowering Stage in Trad | 10 | 22-Feb-16 | 04-Mar-16 |
| A3540 | Start Cultivation | 0 | 22-Feb-16* | |
| A3550 | Cloning Stage in Traditional Racks | 7 | 22-Feb-16 | 29-Feb-16 |
| A3560 | Vegtative Stage in Traditional Racks | 55 | 29-Feb-16 | 23-Apr-16 |
| A3510 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 07-Mar-16 | 29-Mar-16 |
| A3520 | Trim and Process Stage | 5 | 30-Mar-16 | 05-Apr-16 |
| A3530 | Medical Marijuana Ready to Ship to Market | 0 | | 05-Apr-16 |
| A3570 | Flowering Stage in Trad | 10 | 25-Apr-16 | 06-May-16 |
| A3610 | Start Cultivation | 0 | 25-Apr-16* | |
| A3620 | Cloning Stage in Traditional Racks | 7 | 25-Apr-16 | 01-May-16 |
| A3630 | Vegtative Stage in Traditional Racks | 55 | 02-May-16 | 25-Jun-16 |
| A3580 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 09-May-16 | 31-May-16 |
| A3590 | Trim and Process Stage | 5 | 01-Jun-16 | 07-Jun-16 |
| A3600 | Medical Marijuana Ready to Ship to Market | 0 | | 07-Jun-16 |
| A3640 | Flowering Stage in Trad | 10 | 27-Jun-16 | 08-Jul-16 |
| A3650 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 11-Jul-16 | 02-Aug-16 |
| A3660 | Trim and Process Stage | 5 | 03-Aug-16 | 09-Aug-16 |
| A3670 | Medical Marijuana Ready to Ship to Market | 0 | | 09-Aug-16 |
| Cultivation Area F6 Operations | | 122 | 11-Jan-16 | 28-Jun-16 |
| A3680 | Start Cultivation | 0 | 11-Jan-16* | |
| A3690 | Cloning Stage in Traditional Racks | 7 | 11-Jan-16 | 17-Jan-16 |
| A3700 | Vegtative Stage in Traditional Racks | 55 | 18-Jan-16 | 12-Mar-16 |
| A3710 | Flowering Stage in Trad | 10 | 14-Mar-16 | 25-Mar-16 |
| A3750 | Start Cultivation | 0 | 14-Mar-16* | |
| A3760 | Cloning Stage in Traditional Racks | 7 | 14-Mar-16 | 20-Mar-16 |
| A3770 | Vegtative Stage in Traditional Racks | 55 | 21-Mar-16 | 14-May-16 |
| A3720 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 28-Mar-16 | 19-Apr-16 |



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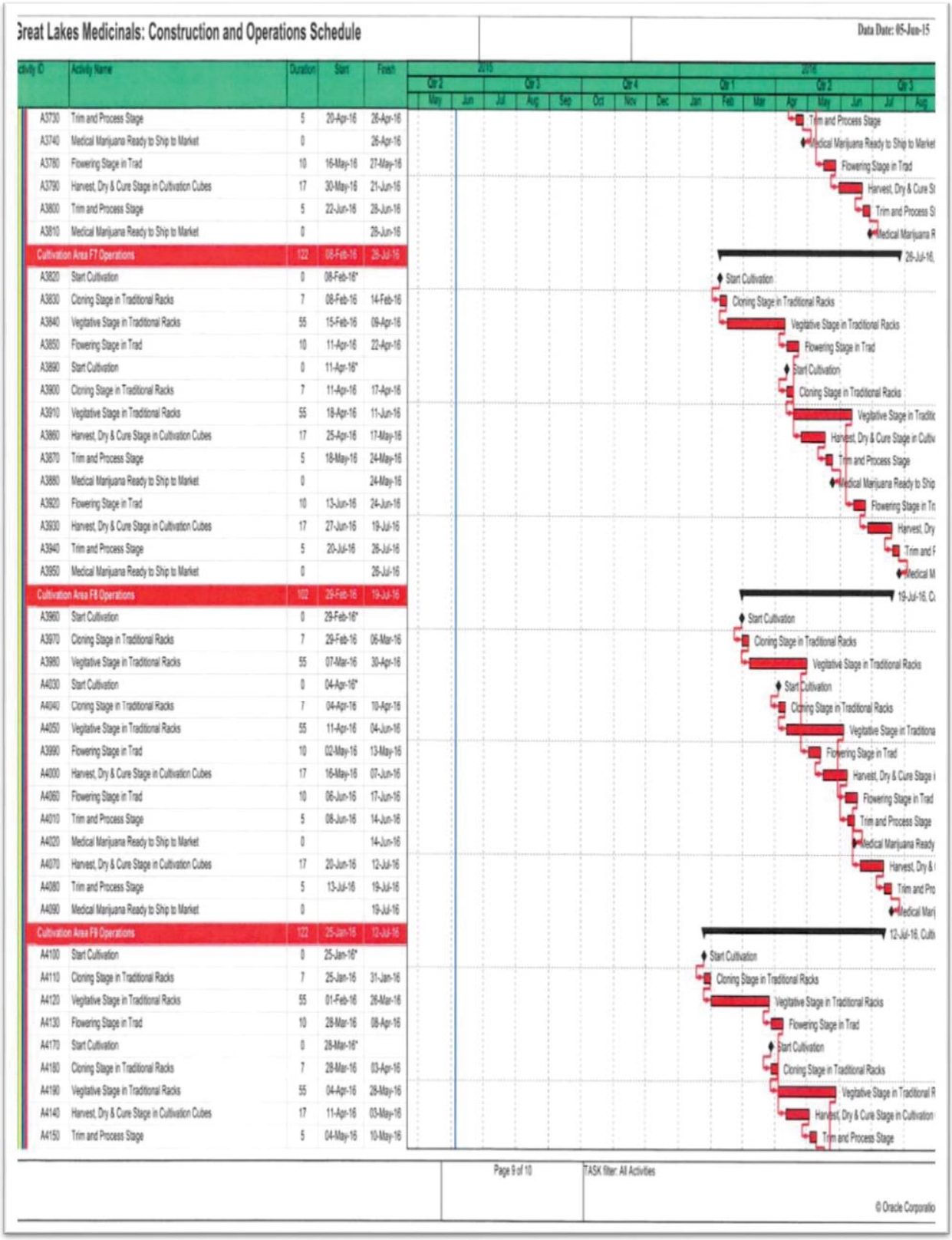
Great Lakes Medicinals: Construction and Operations Schedule
Data Date: 05-Jun-15
Activity ID
Activity Name
Duration
Start
Finish
A3730 Trim and Process Stage 5 20-Apr-16 26-Apr-16
A3740 Medical Marijuana Ready to Ship to Market 0 26-Apr-16
A3780 Flowering Stage in Trad 10 16-May-16 27-May-16
A3790 Harvest, Dry & Cure Stage in Cultivation Cubes 17 30-May-16 21-Jun-16
A3800 Trim and Process Stage 5 22-Jun-16 28-Jun-16
A3810 Medical Marijuana Ready to Ship to Market 0 28-Jun-16
Cultivation Area F7 Operations 122 08-Feb-16 26-Jul-16
A3820 Start Cultivation 0 08-Feb-16*
A3830 Cloning Stage in Traditional Racks 7 08-Feb-16 14-Feb-16
A3840 Vegtative Stage in Traditional Racks 55 15-Feb-16 09-Apr-16
A3850 Flowering Stage in Trad 10 11-Apr-16 22-Apr-16
A3890 Start Cultivation 0 11-Apr-16*
A3900 Cloning Stage in Traditional Racks 7 11-Apr-16 17-Apr-16
A3910 Vegtative Stage in Traditional Racks 55 18-Apr-16 11-Jun-16
A3860 Harvest, Dry & Cure Stage in Cultivation Cubes 17 25-Apr-16 17-May-16
A3870 Trim and Process Stage 5 18-May-16 24-May-16
A3880 Medical Marijuana Ready to Ship to Market 0 24-May-16
A3920 Flowering Stage in Trad 10 13-Jun-16 24-Jun-16
A3930 Harvest, Dry & Cure Stage in Cultivation Cubes 17 27-Jun-16 19-Jul-16
A3940 Trim and Process Stage 5 20-Jul-16 26-Jul-16
A3950 Medical Marijuana Ready to Ship to Market 0 26-Jul-16
Cultivation Area F8 Operations 102 29-Feb-16 19-Jul-16
A3960 Start Cultivation 0 29-Feb-16*
A3970 Cloning Stage in Traditional Racks 7 29-Feb-16 06-Mar-16
A3980 Vegtative Stage in Traditional Racks 55 07-Mar-16 30-Apr-16
A4030 Start Cultivation 0 04-Apr-16*
A4040 Cloning Stage in Traditional Racks 7 04-Apr-16 10-Apr-16
A4050 Vegtative Stage in Traditional Racks 55 11-Apr-16 04-Jun-16
A3990 Flowering Stage in Trad 10 02-May-16 13-May-16
A4000 Harvest, Dry & Cure Stage in Cultivation Cubes 17 16-May-16 07-Jun-16
A4060 Flowering Stage in Trad 10 06-Jun-16 17-Jun-16
A4010 Trim and Process Stage 5 08-Jun-16 14-Jun-16
A4020 Medical Marijuana Ready to Ship to Market 0 14-Jun-16
A4070 Harvest, Dry & Cure Stage in Cultivation Cubes 17 20-Jun-16 12-Jul-16
A4080 Trim and Process Stage 5 13-Jul-16 19-Jul-16
A4090 Medical Marijuana Ready to Ship to Market 0 19-Jul-16
Cultivation Area F9 Operations 122 25-Jan-16 12-Jul-16
A4100 Start Cultivation 0 25-Jan-16*
A4110 Cloning Stage in Traditional Racks 7 25-Jan-16 31-Jan-16
A4120 Vegtative Stage in Traditional Racks 55 01-Feb-16 28-Mar-16
A4130 Flowering Stage in Trad 10 28-Mar-16 08-Apr-16
A4170 Start Cultivation 0 28-Mar-16*
A4180 Cloning Stage in Traditional Racks 7 28-Mar-16 03-Apr-16
A4190 Vegtative Stage in Traditional Racks 55 04-Apr-16 28-May-16
A4140 Harvest, Dry & Cure Stage in Cultivation Cubes 17 11-Apr-16 03-May-16
A4150 Trim and Process Stage 5 04-May-16 10-May-16
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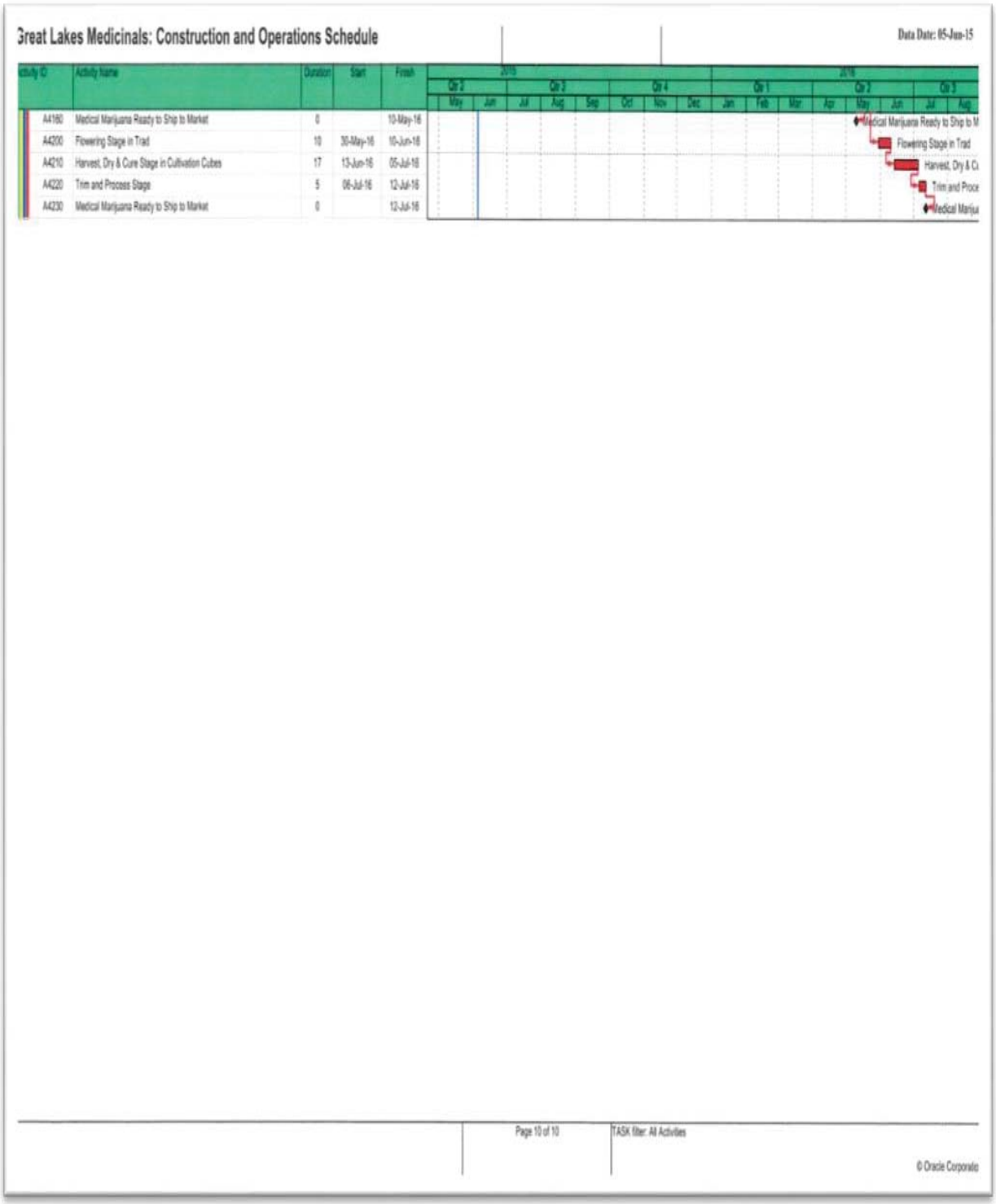

Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A4160 | Medical Marijuana Ready to Ship to Market | 0 | | 10-May-16 |
| A4200 | Flowering Stage in Trad | 10 | 30-May-16 | 10-Jun-16 |
| A4210 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 13-Jun-16 | 05-Jul-16 |
| A4220 | Trim and Process Stage | 5 | 06-Jul-16 | 12-Jul-16 |
| A4230 | Medical Marijuana Ready to Ship to Market | 0 | | 12-Jul-16 |



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

## Cultivation and Production Schedule

| Chart Key | |
|---|---|
| **Room** | **Plant Growth Stage** |
| C = Cultivation Cubes<br>HDCS = High Density Cultivation System Room<br>F = Flowering Rooms | Clone = 1 week<br>1 gal = 3 weeks<br>6.6 gal = 2 weeks<br>Flower = 8 weeks |

| Room | Clone | 1 gal | 6.6 gal | Flower | Harvest | Est. Yield Oil (in grams) |
|---|---|---|---|---|---|---|
| C,1,2,3,4 | 1-Sep | 7-Sep | 28-Sep | 12-Oct | 14-Dec | 6200g |
| HDCS 1 | 21-Sep | 5-Oct | 26-Oct | 9-Nov | 11-Jan | 9800g |
| C1,2,3,4 + F1 | 2-Nov | 16-Nov | 30-Nov | 14-Dec | 15-Feb | 11550g |
| F2 + F3 | 16-Nov | 30-Nov | 14-Dec | 28-Dec | Feb-29 | 14,270g |
| HDCS1 | 24-Nov | 8-Dec | 29-Dec | 12-Jan | 14-Mar | 9800g |
| F4 | 14-Dec | 28-Dec | 11-Jan | 25-Jan | 28-Mar | 8900g |
| F5 | 21-Dec | 4-Jan | 18-Jan | 1-Feb | 4-Apr | 8900g |
| C1,2,3,4 + F1 | 4-Jan | 18-Jan | 1-Feb | 15-Feb | 18-Apr | 11550g |
| F6 | 11-Jan | 25-Jan | 8-Feb | 22-Feb | 25-Apr | 8900g |
| F2 | 18-Jan | 1-Feb | 15-Feb | Feb-29 | 2-May | 8900g |
| F3 + F9 | 25-Jan | 8-Feb | 22-Feb | 7-Mar | 9-May | 11890g |
| HDCS 1 | 1-Feb | 15-Feb | Feb-29 | 14-Mar | 16-May | 9800g |
| F7 | 8-Feb | 22-Feb | 7-Mar | 21-Mar | 23-May | 8918g |
| F4 | 15-Feb | Feb-29 | 14-Mar | 28-Mar | 30-May | 8918g |
| F5 | 22-Feb | 7-Mar | 21-Mar | 4-Apr | 6-Jun | 8918g |
| F8 | Feb-29 | 14-Mar | 28-Mar | 11-Apr | 13-Jun | 8918g |
| C1,2,3,4 + F1 | 7-Mar | 21-Mar | 4-Apr | 18-Apr | 20-Jun | 11550g |
| F6 | 14-Mar | 28-Mar | 11-Apr | 25-Apr | 27-Jun | 8918g |
| F2 | 21-Mar | 4-Apr | 18-Apr | 2-May | 4-Jul | 8918g |
| F3 + F9 | 28-Mar | 11-Apr | 25-Apr | 9-May | 11-Jul | 11890g |
| HDCS 1 | 4-Apr | 18-Apr | 2-May | 16-May | 18-Jul | 9800g |
| F7 | 11-Apr | 25-Apr | 9-May | 23-May | 25-Jul | 8918g |
| F4 | 18-Apr | 2-May | 16-May | 30-May | 1-Aug | 8918g |
| F5 | 25-Apr | 9-May | 23-May | 6-Jun | 8-Aug | 8918g |
| F8 | 2-Apr | 16-May | 30-May | 13-Jun | 15-Aug | 8918g |
| C1,2,3,4 + F1 | 9-Apr | 23-May | 6-Jun | 20-Jun | 22-Aug | 11550g |

## Cultivation Scheduling

**Black = Cultivation Cube Round 1: 384 plants**

- Black represents the initial round of plants to be cultivated in the 4 Cultivation Cubes. These plants will go through vegetative and flowering growth in the cubes. These plants will be replaced with the plants represented in red below. We will utilize a high plant density to reduce the vegetative cycle and shorten the time to opening to patients.

**Purple= High Density System Round 1: 900 plants**

- Purple represents the initial round of plants to be cultivated on the high density mobile racking system. These plants will initially go through vegetative growth on the racking system. These plants will be grown in the designated vegetative room for continued production.

**Red= Cultivation Cube Round 2 + Flower Room 1: 870 plants**

- Red represents the second round of flowering to take place in the Cultivation Cubes. Cloning the initial round of plants in the Cubes will be the method to propagate these plants. These plants will go through the vegetative stage in the designated vegetative room.

**Green= Flower rooms 2 and 3: 1,296 plants**

- Green represent the initial round of flowering in flower rooms 1, 2, and 3. These plants will be propagated from plants in the designate vegetative room. After vegetative growth is satisfactory, the plants will be moved to their designated flower rooms.

**Orange= High Density System Round 2: 900 plants**

- Orange represents the second round of flowering in the high density system. These plants will be propagated from existing plants in the vegetative room. These plants will go through the vegetative stage in the designated vegetative room.

**Definitions:**
**Clone:** New cutting displaying roots.
**1 gal/veg:** One gallon sized pot; plants are in vegetative photoperiod with the grow lights on 18 hours/off 6 hours.
**Flower:** Plants are in flowering photoperiod with the grow lights on 18 hours/off 6 hours.
**Harvest:** Plants removed from flowering rooms, harvest and moved to Drying
**Mill/Extracted:** Extraction preparation, extraction, lot testing and brand ratio confirmation.
**Product ready for sale:** Testing, packaging, inventory and transportation to dispensary.

**See Breakdown Below:**

**Sep. 1st- Clones enter building (450 rooted Clones)**
**Sep. 7th- Clones > 1gal pot (400 for cubes)**
**Sep. 21st – Clone for HDCS (1200 clones)**
**Sep. 28th- 1 gal/veg > 6.6 Gal Autopot (384 plants)**
**Oct. 5th – Clones > 1 Gal. (1000 plants)**
**Oct. 12th – Transition to Flower (384 Plants)**
**Oct. 26th – 1 Gals/veg > 6.6 Gals (900 plants)**
**Nov. 2nd – Clones for Cube (1080 Clones)**

**Nov. 9th- Transition to Flower HDCS (900 plants)**
**Nov. 16th- Clones > 1 gal/veg (900 plants)**
**Nov. 23rd- Clone for F1, 2, 3 (1600 clones)**
**Nov. 24th- Clone for HDCS (1200 plants)**
**Nov. 30th- 1 gal/veg > 6.6 Gal Autopot (870 plants)**
**Dec. 7th- Clone > 1 Gal/veg. (1400 plants)**
**Dec. 8th- Clone > 1 Gal/veg. (1000 plants)**
**Dec. 14th- Harvest Cubes (384 plants)**
**Dec. 14th- Transition to Flower – Cube (870 Plants)**
**Dec. 21st- Mill/Extraction**
**Dec. 21st-1 gal. > 6.6 Gal Autopot (1296 plants)**
**Dec. 29th- 1 Gal/veg > 6.6 g Autopot (900 plants)**
**Dec. 31st- Product ready for sale (~6200g)**
**Jan. 4th- Transition to Flower F1, 2, 3 (1296 plants)**
**Jan 11th – Harvest HDCS (900 plants)**
**Jan. 12th- Transition to flower HDCS (900 plants)**
**Jan 18th- Mill/Extraction**
**Jan 25th- Product ready for sale (~9800g)**
**Feb. 15th- Harvest Cube (870 plants)**
**Feb. 22th- Mill/Extraction**
**Feb 29th- Product ready for sale (~6200g)**
**Mar. 7th- Harvest F1, 2, 3 (1296 plants)**
**Mar. 14th- Harvest HDCS (900 plants)**
**Mar. 14th- Mill/Extraction**
**Mar. 21st- Product ready for sale (~20,500g)**
**Mar. 21st- Mill/Extraction**
**Mar 28th- Product ready for sale (~9,800g)**

The cultivation schedule described above is displayed below in a calendar format highlighting the days when major cultivation and/or production activities will be taking place.

## Calendar for Cultivation Schedule

**September Activities:**
- **Black = Cultivation Cube Round 1**
- **Purple= High Density System Round 1**

### September 2015

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 *Clones enter facility (~450 plants)* | 2 | 3 | 4 | 5 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6 | 7<br>*Clones into 1gal pot (~400 plants)* | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21<br>*Clones ready for HDSC (~1200 plants)* | 22 | 23 | 24 | 25 | 26 |
| 27 | 28<br>*1gal potted plants into 6.6gal (~384 plants)* | 29 | 30 | | | |

**October Activities:**

- **Black = Cultivation Cube Round 1**
- **Purple= High Density System Round 1**

## October

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5<br>*Clones into 1 gal (~1000 plants)* | 6 | 7 | 8 | 9 | 10 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 11 | 12<br>*Transition plant to flower (~384 plants)* | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26<br>*1 gal into 6.6 gal (~900 plants)* | 27 | 28 | 29 | 30 | 31 |

**November Activities:**

- **Purple= High Density System Round 1**
- **Red= Cultivation Cube Round 2**
- **Green= Flower rooms 1,2,3**
- **Orange= High Density System Round 2**

## November 2015

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| 1 | 2<br>*Clones ready for cubes (~450)* | 3 | 4 | 5 | 6 | 7 |
| 8 | 9<br>*Transition HDCS plant into flowering (~900)* | 10 | 11 | 12 | 13 | 14 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 15 | 16<br>*Clones into 1gal pot (~400)* | 17 | 18 | 19 | 20 | 21 |
| 22 | 23<br>*Clones for F1, F2 & F# rooms (~2360)* | 24<br>*Clone for HDCS (~1200)* | 25 | 26 | 27 | 28 |
| 29 | 30<br>*I gal into 6.6gal pot (~384)* | | | | | |

**December Activities:**

- **Black = Cultivation Cube Round 1**
- **Red= Cultivation Cube Round 2**
- **Green= Flower rooms 1,2,3**
- **Orange= High Density System Round 2**

## December 2015

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7<br>*Clones into 1gal pot (~2000 plants)* | 8<br>*Clones into 1gal pot (~1000 plants)* | 9 | 10 | 11 | 12 |
| 13 | 14<br>*Harvest Cubes (~384 plants)*<br>*Transition Cube plant to flower (~384 plants)* | 15 | 16 | 17 | 18 | 19 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | 21<br>*Mill plant material for extraction*<br>*1 gal into 6.6 gal pots (~1890 plants)* | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29<br>*1 gal into 6.6 gal pot (~900 plants)* | 30 | 31<br>*Product ready for sale (~6200g)* | | |

**January Activities:**

- **Purple= High Density System Round 1**
- **Green= Flower rooms 1,2,3**
- **Orange= High Density System Round 2**

## January 2016

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4<br>*Transition plants into flower (~1890 plants)* | 5 | 6 | 7 | 8 | 9 |
| 10 | 11<br>*Harvest HDCS plants (~900 plants)* | 12<br>*Transition HDCS plant to flower (~900 plants)* | 13 | 14 | 15 | 16 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 17 | 18 *Mill plant material for extraction* | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 *Product on shelf for sale (~9800g)* | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**February Activities:**

- **Red= Cultivation Cube Round 2**

## February 2016

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 *Harvest Cube(s) (~384 plants)* | 16 | 17 | 18 | 19 | 20 |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 21 | 22<br>*Mill plant material for extraction* | 23 | 24 | 25 | 26 | 27 |
| 28 | 29<br>*Product Ready for Shelf (~6200g)* | | | | | |

**March Activities:**

- **Green= Flower rooms 1,2,3**
- **Orange= High Density System Round 2**

## March 2016

You will find activities marked on the dates within the calendar below pertaining to the cultivation and production of approved medical marijuana products. Listed dates note critical milestones and not all activities.

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7<br>*Harvest plants from F1, F2 & F3 (~1890 plants)* | 8 | 9 | 10 | 11 | 12 |
| 13 | 14<br>*Harvest plants from HDCS (~900 plants)*<br>*Mill plant material for extraction* | 15 | 16 | 17 | 18 | 19 |
| 20 | 21<br>*Product ready for Shelf (~20,500g)*<br>*Mill plant material for extraction* | 22 | 23 | 24 | 25 | 26 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 27 | 28<br>*Product ready for Shelf (~9,800g)* | 29 | 30 | 31 | 1 | 2 |

GREAT LAKES

MEDICINALS

# ATTACHMENT M

Regulatory Compliance

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# ATTACHMENT M—REGULATORY COMPLIANCE

Great Lakes Medicinals' mission is to be the leading provider of Department approved medical marijuana products to those in need of high quality, safe, and natural remedies. Through research and education, we seek to improve the lives of the patients and families in the communities we service.

Great Lakes Medicinals LLC ("GLM" or "Great Lakes") is a Rochester, NY based company whose owners and founders have long-standing business reputations in Upstate New York. GLM was founded by members of the Odenbach and Dollinger families. These founders have further established their NY base by bringing in minority investments from members of the Wilmot family and members of New York City based BFC Partners. All GLM executive officers were born and raised in Upstate New York, all board members are residents of the State of New York, and all owners of Great Lakes Medicinals LLC are based in New York. Great Lakes is comprised of long-standing community members who wish to produce and manufacture Department approved medical marijuana products in a safe a consistent manner for the patients in need within the communities we serve.

Great Lakes Medicinals has taken many considerations into account to determine how to first, become one of the initial five State-licensed producers in order to bring new alternative medicine to the patients in need in New York, but also second how we will successfully deploy our operations to cultivate and produce Department-approved medical marijuana products. GLM understands that we are not experts in the regulated medical marijuana industry, so we have taken steps to ensure that we have the team members and industry consultants with the knowledge and expertise to help us achieve our organizational goals and objectives. Ownership of Great Lakes has verified to third party accountants that they have all requisite funds in liquid capital to startup a large, successful marijuana-based medical company in the State of New York.

GLM's executive management team is comprised of experienced business professionals from a diverse background of relevant industries. CEO John M. Odenbach Jr. has over 30 years of leadership experience, most recently as President of the Dolomite Group, a Rochester based manufacturing company, comprised of over 600 employees and sustained sales of $200 million annually. GLM's cultivation leadership team has over 10 years combined experience in greenhouse hydroponic growing, commercial organic farming, quality assurance, supply chain management, manufacturing, and labor relations.

GLM's medical and research leadership team has over 85 years of combined medical research experience. GLM's medical leadership team has substantial experience in scientific and medical research, as well as drug development. GLM's medical team has held positions including Director of the Wilmot Cancer Institute at the University of Rochester Medical Center, Director of the of the Medical Scientists Training Program, Associate Dean for Research,

Associate Professor of Oncology, Associate Professor of Medicine and Microbiology at the University of Rochester Medical Center, and Supervising Retail Pharmacist. Other GLM executives bring experience in IT, accounting, finance and financial reporting, retail management, product development, category management, packaging, operations management, and law.

Great Lakes Medicinals has hired and retained *American Cannabis Company Inc™.* for consulting and subject matter expertise to help with the implementation and execution of organization plans and goals. *American Cannabis Company Inc™.* is a fully reporting public company that brings years of knowledge and experience within the legal and regulated medical marijuana industry. The company currently serves 13 medical marijuana markets throughout the US and a licensed producer in Canada. This consulting partner will help set GLM apart from the competition and provide GLM the needed intellectual property and expertise to rapidly establish compliant operations while producing medical grade medical marijuana for patients in the state of New York.

*American Cannabis Company Inc. ™* provides a full service solution to regulated and commercial medical marijuana operators. Utilizing American Cannabis Company's handcrafted SoHum Living Soils soil blend GLM will be growing 100% organic medical grade marijuana. These proprietary products also include a pre-fabricated Cultivation Cube, which is a close loop, self-contained organic cultivation container that optimizes light, humidity, and temperature for controls to create an ideal commercial marijuana cultivation environment. GLM will utilize the speed to market of the Cultivation Cube to have product ready for New York State patients by January 1st 2016. *American Cannabis Company Inc. ™* has developed a fully integrated business model that features end-to-end solutions for customers in the medical marijuana industry. The team brings extensive knowledge of the regulated marijuana industry to clients from years of experience through owning and operating medical marijuana businesses and supporting the industry through innovative products and services.

*American Cannabis Company Inc. ™* will fully prepare facility staff on all aspects of the business before commencing all operations in the State of New York. Training and education will be all encompassing; covering regulatory compliance, seed-to-sale tracking, patient advocacy, point-of-sale training, security and diversion, health and safety, sanitation, transportation, also including all cultivation processes and applications, manufacturing of products, and global operations.

GLM will cultivate and manufacture its medical grade marijuana medicine at the Eastman Business Park (EBP) in Rochester, NY. The leased facility includes 110,000 square feet of manufacturing/industrial space in a building that has been vacant for many years. The EBP has substantial existing infrastructure to support the required operational needs with self-generated utilities, state of the art 24/7 perimeter security and safety systems, and adequate room for future expansion. This space is projected to meet the needs of New York patients for at least 5 years, however GLM also has the right to lease a vacant 5-acre parcel directly adjacent the facility, with the long term plan of building

a greenhouse if patient demand warrants. EBP is a focus area of redevelopment in the State of New York and GLM will bring jobs and tax revenue to the much-needed vacant business park. To ensure geographic diversity, GLM has established rental agreements for medical marijuana dispensaries in Rochester, Syracuse, Binghamton, and Yonkers, NY, with an option to lease space in Manhattan.

GLM's founders and members have an established business reputation in New York for honest, professional, and successful business operations. GLM founders and members have been identified by numerous local organizations as pioneers in community stewardship, philanthropic practices, and overall community involvement. GLM's local partnerships include the University of Rochester Medical Center and the Wilmot Cancer Institute, which have both expressed interest in marijuana research and drug development. GLM is already partnering with members of the University of Rochester Medical Center to share patient and strain data from other legal medical marijuana markets.

We envision being one of the five initial State-licensed producers and manufacturers of Department-approved medical marijuana products and if given the opportunity Great Lakes Medicinals will become the pioneers, leaders and responsible stewards in the newly regulated medical marijuana industry of the State of New York. The Great Lakes Medicinals team, with help from industry consultants, has developed a customized business plan and operating plan designed specifically to comply with the regulations set forth in 1004 of Public Health Law for the State of New York. We feel that the Great Lakes Medicinals organization is uniquely positioned to successfully become an industry leading organization within New York's regulated medical marijuana market.

## Statement of Regulatory Compliance

Great Lakes Medicinals, LLC ("GLM" or "Great Lakes Medicinals") is capable of full compliance with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration.

Upon attainment of a state-issued license, GLM will comply with all applicable state and local laws and regulations pertaining to marijuana cultivation, manufacturing, processing, transporting, distributing, dispensing, selling or any other activities under the registration.

Adherence to all applicable state and local laws is of the utmost importance to Great Lakes Medicinals. To ensure full compliance with all regulations, all employees will be provided with extensive training prior to the commencement of employment and will be also required to review and gain a thorough understanding of the state regulations pertaining to the State of New York Medical Marijuana Program.

GLM will adopt best practices from existing state-regulated medical marijuana markets and couple these with proven cross-industry practices for risk mitigation, diversion prevention, biosecurity, employee safety, transportation, waste management and various other operational objectives.

Risk mitigation starts with the formation of a team comprised of skilled professionals capable of successfully operating in a highly regulated, commercial scale, compliance-driven environment. Prospective employees will undergo the required background checks as well as extensive interviewing to ensure they can fulfill the duties and requirements of the job function for which they are being considered. GLM will recruit from industry sectors such as agriculture, pharmaceutical and manufacturing, placing an emphasis on subject matter expertise from a relevant, established market. Combined with this GLM will hire skilled labor through its agreement with the Local 338 of the Retail, Wholesale, Department Store Union ("RWDSU"), United Food and Commercial Workers ("UFCW"), a member first organization.

This attachment provides details regarding our commitment to specific aspects of regulatory compliance, from land use and zoning to security and patient privacy. GLM's principals have demonstrated a longstanding commitment to the communities in which they live and work in the State of New York, and will continue this commitment if the Department of Health grants GLM a license as a Registered Organization. Accordingly, we have included several letters of support from various community stakeholders. Our focus on regulatory compliance is not simply a matter of following the law - we are accountable to these communities for the way in which we operate.

## Zoning Compliance

Below are documents displaying Great Lakes Medicinals intent to comply with all applicable State and local laws and regulations pertaining to facility locations and zoning compliance within the communities in which we operate.

HSE

Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Attachment M: Zoning Code Compliance Review for the Manufacturing Facility at Eastman Business Park

Great Lakes Medicinals, LLC's ("Great Lakes") proposed manufacturing facility is a 112,165 square foot industrial suite located in Building 350 at Eastman Business Park in Greece, New York (the "Site"). Eastman Business Park, a 1,200 acre office and industrial park located in both Rochester and Greece, New York, is a redevelopment and reindustrialization of the former Kodak Park. Rated the Finger Lakes Regional Economic Development Council's number one priority and one of Governor Cuomos' priorities for Upstate New York,[1] Great Lakes' reuse of Building 350 is an important step in attracting new investments, creating jobs, and driving economic growth at this vital regional and State asset. Great Lakes will be able to take advantage of the Park's onsite power plant (with backup inter-connections with the public utility), the 50 million gallons-per-day water treatment plant (with backup connections to the Monroe County Water Authority and City of Rochester Water Bureau), and dedicated security and emergency services. Great Lake's manufacturing facility will be in a secured portion of Eastman Business Park that is completely fenced and only accessed by a private road with a controlled entry/exit point.

The Site is located in an IG (General Industrial) zoning district. As noted in the attached letter of support from Supervisor William Reilich of the Town of Greece, the production, growth, storage, processing, and distribution of medical marijuana is a permitted use at the Site. *See also* § 211-18(B)(1)(a),(b). Therefore, neither a use variance nor special permit is required.

The local regulation requires one parking space per employee at the Site at any one time (i.e. 50-60). The lease grants Great Lakes the right to use six parking spaces next to the building and any of the 150 spaces located in a near-by parking lot, thus meeting the requirements of the Town Code. § 211-45(U).

The renovations Great Lakes is making to the Site likely constitute "minor improvements" and therefore would only need administrative approval by an authorized

[1] "Governor Cuomo Announces Major Agreement to Drive Growth at Eastman Business Park" (June 19, 2013), *available at* https://www.governor.ny.gov/news/governor-cuomo-announces-major-agreement-drive-growth-eastman-business-park

representative of the Town of Greece Planning Board. § 211-60(C)(3). In the event the modifications do not constitute "minor improvements," the Town of Greece Planning Board may need to review and approve a site plan. § 211-60(C)(2)(a). Additionally, Great Lakes' retrofitting of the facility must comply with the New York State Uniform Fire Prevention and Building Code, and other applicable laws and regulations, and will require a building permit from the Town of Greece. § 114-8(A)(1).

Rochester Dispensary Location

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Attachment M: Zoning Code Compliance Review for Rochester, New York Dispensing Facility

Great Lakes Medicinals, LLC's ("Great Lakes") proposed dispensing facility in Western New York is located at 26 Corporate Woods, Brighton, New York 14623 (the "Site"). The Site will be a retrofitted, 3,000 rentable square foot suite in a 12,680 square foot building and is less than five (5) miles from Strong Memorial Hospital, Golisano Children's Hospital, the James P. Wilmot Cancer Center, Highland Hospital, numerous medical offices, and the New York State Thruway. As note by Senator Rich Funke and Assemblymember Harry Bronson in their attached letters of support, the Site's location in a retail/commercial corridor combined with its proximity to premier medical facilities makes it an ideal choice in Monroe County. The Site is not on the same street or avenue and is not within one thousand feet of a building occupied by a school, church, synagogue, or other place of worship.

The Site is located in a BF-2 (General Commercial) zoning district, which is intended to provide locations for the widest range of commercial business serving a local or regional clientele. Code of the Town of Brighton § 203-83. Retail sales of drugs is a permitted use in the BF-2 district, and therefore neither a use variance nor special permit will be needed for a dispensary. § 203-84(A)(5). The lease grants Great Lakes the right to use twelve parking spaces—two more than what is required by the Town Code. § 205-12.

This proposed dispensing facility requires only interior alterations to the existing building. Therefore, site plan approval by the Town of Brighton Planning Board is not required. § 217-9(B)(1). However, a dispensary is a change of use at the Site and will require a certificate of compliance from the Building Inspector that the change in use meets local regulations. § 203-84.1. All exterior signs need to be approved by the Architectural Review Board and the Planning Board. § 207-26.

The interior alterations must comply with the New York State Uniform Fire Prevention and Building Code and other applicable laws and regulations, and will require a building permit from the Town of Brighton. § 73-11, 12. Additionally, the Town of Brighton requires all persons who possess or use a fire alarm system to obtain a fire alarm permit. § 28-9.

Syracuse Dispensary Location

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Attachment M: Zoning Code Compliance Review for Syracuse, New York Dispensing Facility

Great Lakes Medicinals, LLC's ("Great Lakes") proposed dispensing facility in Central New York is located at Canalwood Commons, 2949 Erie Boulevard, Suite 112, Syracuse, New York 13224 (the "Site"). The Site is a retrofitted, 1,611 square foot suite in a 29,691 square foot building and less than five (5) miles from the Crouse Irving Memorial Hospital, Upstate Cancer Center, Upstate Golisano Children's Hospital, Syracuse VA Medical Center, numerous medical offices, and the New York State Thruway. The Site is not on the same street or avenue and is not within one thousand feet of a building occupied by a school, church, synagogue, or other place of worship.

The Site is located in an IA (Industrial District, Class A) zoning district. The IA district provides appropriate areas on or near major routes within the City of Syracuse to permit the development of compatible retail, commercial, and light manufacturing uses. City of Syracuse Zoning Ordinances, Part B, Section I, Article 1. Local retail and service stores is a permitted use in the IA district, and therefore neither a use variance nor special permit will be needed for a dispensary. *Id.* The building is served by 130 parking spaces (i.e. one parking space for every 228 square feet), which exceeds Great Lakes' requirement of one parking space for every 300 square feet pursuant to local regulations. Part C, Section III, Article 1.

This proposed dispensing facility requires only interior alterations to the existing building. Therefore, project site review is not required. Part C, Section I, Article 10. All signs must be permitted by the building official. Part C, Section VI, Article 6(A). The interior alterations must comply with the New York State Uniform Fire Prevention and Building Code, and other applicable laws and regulations, and will require a building permit from the City of Syracuse. Special Acts Sec. 5-24.

Binghamton Dispensary Location

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Attachment M: Zoning Code Compliance Review for Vestal, New York Dispensing Facility

Great Lakes Medicinals, LLC's ("Great Lakes") proposed dispensing facility in the Southern Tier is located at 3712 Vestal Pkwy E., Vestal, New York 13850 (the "Site"). The Site is a single-occupant, 2,000 square foot building and is less than four (4) miles from UHS Binghamton General Hospital, Lourdes Hospital, and the Southern Tier Expressway. The Site is not on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue, or other place of worship.

The Site is located in a C-1 (General Shopping) zoning district, which allows "retail business or service not otherwise allowed in the district, excluding drive-in business." § 24-152. Therefore neither a use variance nor special permit will be needed for a dispensary. The dispensary will be located in a space previously used for retail sales. However, a dispensary is a change of use at the Site and requires an administrative approval from the Vestal Planning Board to certify that the Site meets local regulations.

The interior alterations must comply with the New York State Uniform Fire Prevention and Building Code and other applicable laws and regulations, and will require a site plan review by the Planning Board before a building permit is issued by the Town of Vestal. § 24-73, 84. A sign permit and fire alarm permit will also be required from the Town. § 5-117. Additionally, Great Lakes will re-stripe a portion of the parking lot at the Site to create an additional parking space in compliance with Vestal Code. §24-207.

Yonkers Dispensary Location

Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

**MEMORANDUM**

TO: New York State Department of Health

FROM: Harter Secrest & Emery LLP

DATE: June 2, 2015

RE: Attachment M: Zoning Code Compliance Review for Yonkers, New York Dispensing Facility

Great Lakes Medicinals, LLC's ("Great Lakes") proposed dispensing facility in the greater New York City area is located at 1 Pier Pointe, Yonkers, New York 10705 (the "Site"). The Site is a 1,991 square foot suite in a planned urban redevelopment near the Hudson River and is less than 3 blocks from the Yonkers' Metro-North Station and two miles from the Cross County Parkway. The Site is not on the same street or avenue and is not within one thousand feet of a building occupied by a school, church, synagogue, or other place of worship.

The proposed dispensary will be located in a vacant space previously used for retail sales. This dispensary is therefore consistent with the City Council's approval of the planned urban redevelopment and will not require any additional approvals from the City of Yonkers. The interior alterations must comply with the New York State Uniform Fire Prevention and Building Code and other applicable laws and regulations, and will require a building permit from the City of Yonkers. § 56-15.

## Diversion Prevention

Great Lakes Medicinals will utilize various equipment, policies and procedures to prevent product diversion. GLM's diversion prevention begins with the security and alarm systems that will be installed at all facilities. The security system will be the number one deterrent to theft and/or intrusion from unwanted parties. The security system will be installed and monitored by a professional, licensed security company. The overall security system utilized by Great Lakes Medicinals will include perimeter security measures such as alarm access panels, door/window contacts, glass break sensors, motion detectors, outside perimeter lighting and surveillance cameras. The surveillance system will also serve as a deterrent to employee theft, as security cameras will be strategically placed throughout every facility to capture every vantage point to where medical marijuana products will be kept, stored or can be accessed. This was also a driving factor in the selection of the Eastman Kodak Park for the location of its cultivation facility. The park has significant security measures that will further those taken by GLM.

## Biosecurity

Biosecurity measures will be implemented at Great Lakes Medicinal's cultivation/manufacturing facility to help reduce the risk of unwanted pests and diseases, as the effects of such issues could be as or more detrimental to GLM operations as theft. The facility will utilize air-lock chambers and sanitizing foot mats as an entry biosecurity measure, employee cleanliness/hygiene protocols upon entry, IPM programs and various other biosecurity policies and procedures. Special equipment will be installed in the grow rooms and HVAC system to sterilize the air maintaining global air quality. Both temperature and humidity will be tightly controlled to ensure optimal environments further reducing facility risk.

## Employee, Patient and Visitor Safety

Creating a safe and welcoming environment is a top priority for Great Lakes Medicinals. GLM employees and patients will be the key to our success and we will ensure a safe environment in all our areas of operations. Great Lakes Medicinals will install and utilize state-of-the-art security and surveillance equipment at all facilities. GLM will have security personnel at all locations to increase deterrence and ensure individual safety. All GLM employees will be required to adhere to all policies set forth in the Employee Handbook as well as any other policies or procedures implemented at GLM facilities and those set forth by the State of New York.

## Transportation

Great Lakes Medicinals ensures compliance with all state laws and regulations pertaining to the transportation and distribution of all medical marijuana products. GLM will have a minimum of two (2) employees present during the transportation of medical marijuana products, one of which will remain with the transportation vehicle at all times throughout the transportation process. All medical marijuana products will be transported at randomized times, in an unmarked, armored cargo van with an internally-mounted safe that is bolted and welded to the vehicle's frame. No medical marijuana products will be visible from the outside of the transportation vehicle during the

transportation process. The employees transporting any medical marijuana products will carry a company cell phones as well as two-way radios inside the transportation vehicle as a means of constant communication. The vehicle will also be equipped with a distress alarm.

A trip manifest will be completed prior to the transportation of any medical marijuana products, and employees engaged in the transportation of medical marijuana products will maintain a copy of the trip manifest at all times. The planned transportation route will not be deviated from unless necessitated by extreme circumstances. If a deviation from a transportation route is necessary, the transporting employees shall notify management and record the deviation on the trip manifest. The trip manifest is to be completed and signed by the party receiving the medical marijuana products. Trip manifests will be kept on file, recorded and maintained at the manufacturing facility and shall be made available to the Department upon request. If a non-approved deviation occurs an alarm will be triggered immediately notifying GLM security personnel.

The transportation procedure is explained in more detail within the Security Plan and Attachment D of this application.

## Waste Management

Great Lakes Medicinals will ensure compliance with all state and local laws and regulations pertaining to waste management and destruction and disposal of medical marijuana plants, materials or products. Proper destruction and disposal of marijuana waste within all GLM facilities is very important to prevent marijuana waste products from being diverted.

All medical marijuana products, plants, materials and byproducts will be rendered non-recoverable, unusable and unrecognizable. All medical marijuana products required to be destroyed will be rendered non-recoverable through grinding the material and incorporating the plant waste with non-consumable waste. Marijuana waste destruction and disposal is explained in detail within the SOP's.

## Cash Handling

Great Lakes Medicinals understands that a majority of purchases at dispensaries will be made in cash. GLM will implement procedures at all retail dispensaries that will guide the dispensary agent/manager through all requirements necessary to remain compliant and mitigate risk as it pertains to continuous physical handling of cash.

Sensitive cash-handling procedures will be performed as a "dual control", meaning that two staff members will simultaneously observe the action being taken as well as sign-off on the completion or verification of said action. *Note*: In dual control, at least one of the two employees must be, at a minimum, a manager.

GLM will assign a "drawer limit" to all point-of-sale ("POS") cash drawers. This limit will indicate the maximum amount of cash allowed in the drawer at any given time. As soon as a drawer limit is reached or surpassed, it is the

responsibility of the employee operating the POS cash drawer to notify management of the occurrence. The employee and manager, in "dual control", will then transfer the cash overage from the POS drawer to the cash vault. GLM cash-handling procedures can be viewed in detail within the SOP's.

## Inventory Control and Tracking

GLM inventory control and tracking will be of the utmost importance. All inventory will be recorded and tracked through the selected marijuana industry-specific POS system/software BioTrack THC, with all medical marijuana plants and products recorded and tracked from seed to sale with documented chain of custody. GLM will have the real-time capabilities to identify where any marijuana plant or product is in the supply chain, the stage of growth of the plant, the quantity of finished products that is available for distribution, the quantity of medical marijuana products sold, as well as other information and records as needed. In addition to the software platform GLM will use physical logs as a duplicate control measure for the handling of critical transition points within the process.

## Employee Access Management

Great Lakes Medicinals will ensure that access to all its facilities is limited to state-licensed organizational employees, the Department or the Department's representatives, or to visitors with written approval from the Department. Further access restrictions will be incorporated for areas within each of GLM's facilities designated as limited or restricted access. Access to areas within the cultivation/manufacturing facility will be limited to employees who are required to perform daily functions within that area or have relevant managerial responsibilities. Access will be granted to employees who have the required permission through the use of key card access points at all doors.

## Patient Privacy

When operating a business within the marijuana industry, it is important to ensure that patient records and information are secured and kept private. A breach in such privacy can result in HIPAA violations and legal ramifications. GLM will ensure that all patient information is marked as confidential and kept safe and secure at all times on facility premises in a limited-access area, only accessible by required, approved staff. Great Lakes Medicinals will put its best efforts forth to protect patient information from theft or intrusion. All patient information will be held confidential under the HIPAA Laws. All GLM employees will be required to agree and comply with all company policies and procedures, which will include patient privacy and confidentiality provisions, such as:

- Keep all patient records in a secure lockbox or lockable cabinet. Having these records all in one place can help to ensure that no patient records are being kept in exposed areas where it is possible for an information breach.
- When patient records are gathered for the first time, be sure to hold the receiver of the patient records accountable for placing the information in a secured and lockable location.

- Upon acceptance of new patient records, provide a verbal disclosure statement to the patient. This verbal statement will make the patient aware that their records are being kept per state law and that they will be maintained in such a way that their information will remain confidential and kept from public access.
- Only employees who have demonstrated ability will be responsible to work with and maintain patient records.
- ALL employees will be trained to not ever disclose the specific names of patients with non-employees. It is important that the names of patients not be shared with the public in any way, as this would result in a HIPAA violation.
- Store patient records in a secure place that is away from any cash or inventory vault. By keeping this location separate and secured we will minimize the chance that records could potentially be stolen.
- NEVER leave patient records out on a receptionist's desk or patient intake desk while the station is unattended.
- All employees' will complete basic HIPAA training. See http://www.hipaatraining.com/
- Host a monthly meeting with all employees to go over privacy and confidentiality measures. This will provide further accountability on all staff levels to make sure privacy/legal compliance is maintained as the business grows.
- Designate record maintaining/record processing employees and limit patient records access. By doing this you will limit the potential for complications within your internal operations.

## Letters of Support

Displayed below are letters of support from various organizations and communities in which Great Lakes Medicinals plans on locating operations.

EASTMAN
Business Park

May 26, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization and to lease space at Eastman Business Park in the town of Greece

Dear Commissioner:

As the Director of the Eastman Business Park, I have met with Great Lakes Medicinals, LLC (the "Applicant") and I am aware that:

1. On July 7, 2014, New York became the 23rd state (plus the District of Columbia) to legalize medical marijuana by passage of the Compassionate Care Act (the "New York Act");

2. The New York Act permits certified patients to use marijuana for treatment of a "serious condition" as defined in Public Health Law Section 3360(7)(A) so long as the treatment is prescribed by a certified physician;

3. The Applicant desires to pursue a license to develop, grow and process medicinal marijuana at Eastman Business Park with established research relationships with Rochester area institutions and desires to obtain a letter of support from Kodak;

4. The Applicant has entered into an agreement to lease a facility at Eastman Business Park in the Town of Greece, Building 350 (the "Project Site") where the Applicant intends to develop a research and growing facility such that medical marijuana can be manufactured in an indoor, enclosed, secure facility as contemplated by the regulations for the production, growth, storage, processing, sale, marketing and distribution of certain forms of medical marijuana[1] ("Production Activities at the Project Site" which will not include a dispensary or on site sales);

[1] "Forms of medical marijuana" is defined in Section 3360(16) of the New York Public Health Law to mean characteristics of the medical marijuana recommended or limited for a particular certified patient, including the method of consumption and any particular strain, variety, and quantity or percentage of marijuana or particular active ingredient.

Michael R. Alt – Director Eastman Business Park – 585-477-1556
1669 Lake Avenue – Rochester, New York 14652

EASTMAN
Business Park

5. Products produced will be limited to brands, forms and routes of administration first approved by the New York state Department of Health; the form of delivery is limited to liquid or oil preparation for metered oromucosal or sublingual administration; and a successful applicant will be initially permitted to produce up to five brands.

On behalf of Eastman Business Park, I am writing to confirm that the production activities by the Applicant at the Project Site are supported and encouraged by the Eastman Business Park.as a very positive economic driver that will create jobs through redevelopment of a partially vacant building at Eastman Kodak Industrial Park. Furthermore, there are many capabilities that exist at the Park that will be complimentary to the production of medical marijuana. These include specialty chemical processing equipment that can refine and separate the various cannabinoid oils into each component, allowing for custom and uniform formulations for R&D purposes, and eventually medicinal use. There are enhanced analytical services to test and verify that materials produced are uniform, meeting all quality specifications. Eastman Business Park has ample and sufficient quality water and energy to meet the needs of the fully built-out cultivation facility. Finally, there is strict perimeter security that prevents access to the site by unauthorized individuals, as well as building security to restrict access to occupants only.

When all factors are considered, I feel Great Lakes Medicinals, LLC is a strongly qualified applicant. Thank you for your consideration of our support for their candidacy and licensure in this important program.

Sincerely,

Michael Alt

Michael R. Alt – Director Eastman Business Park – 585-477-1556
1669 Lake Avenue – Rochester, New York 14652

**TOWN OF GREECE**
One Vince Tofany Boulevard • Greece, NY 14612
Tel: (585) 225-2000 • Fax (585) 723-2459
www.greeceny.gov

William D. Reilich
Supervisor

June 1, 2015

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

To Whom It May Concern:

As the Supervisor of the Town of Greece, I have met with Great Lakes Medicinals, LLC (the "Applicant") and I am aware that:

1. On July 7, 2014, New York became the 23rd state (plus the District of Columbia) to legalize Medical marihuana by passage of the Compassionate Care Act (the "New York Act");

2. The New York Act permits certified patients to use marihuana for treatment of a "serious condition" as defined in Public Health Law Section 3360(7)(A) so long as the treatment is prescribed by a certified physician;

3. The Applicant desires to pursue a license to develop and grow medicinal marihuana with established research relationships with Rochester area institutions and desires to obtain a letter of support from the Town of Greece;

4. The Applicant has entered into a term sheet to lease a portion of Eastman Business Park in the Town of Greece at Building 350 (the "Project Site") where the Applicant intends to develop a research and growing facility such that medical marihuana can be manufactured in an indoor, enclosed, secure facility as contemplated by the regulations for the production, growth, storage, processing, sale, marketing and distribution of certain forms of medical marihuana[1] ("Production Activities at the Project Site" which will not include a dispensary or on site sales);

5. Products produced will be limited to brands, forms and routes of administration first approved by the New York State Department of Health; the form of delivery is limited to liquid or oil preparation for metered oromucosal or sublingual administration: and a successful applicant will be initially permitted to produce up to five brands.

[1] "Forms of medical marihuana" is defined in Section 3360(16) of the New York Public Health Law to mean characteristics of the medical marihuana recommended or limited for a particular certified patient, including the method of consumption and any particular strain, variety, and quantity or percentage of marihuana or particular active ingredient.



On behalf of the Town of Greece, I am writing to confirm that the Production Activities at the Project Site is within the current zoning for the Project Site.

Sincerely,

William D. Reilich, Supervisor

cc: Kurt Odenbach
Great Lakes Medicinals, LLC
7 Woodfield Dr.
Rochester, NY 14580

County of Onondaga
Office of the County Executive
John H. Mulroy Civic Center, 14th Floor
421 Montgomery Street, Syracuse, New York 13202
Phone: 315.435.3516 Fax: 315.435.8582
www.ongov.net

Joanne M. Mahoney
*County Executive*

Ann Rooney
*Deputy County Executive, Human Services*

William P. Fisher
*Deputy County Executive*

Mary Beth Primo
*Deputy County Executive, Physical Services*

June 2, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization and to operate a dispensary at Canalwood Commons, 2949 Erie Blvd., Suite 112, Syracuse, NY 13224

As the County Executive of Onondaga County, I am aware that:

1. On July 7, 2014, New York became the 23rd state (plus the District of Columbia) to legalize medical marijuana, by passage of the Compassionate Care Act (the "New York Act");

2. The New York Act permits certified patients to use marijuana for treatment of a "serious condition" as defined in Public Health Law Section 3360(7)(A) so long as the treatment is prescribed by a certified physician;

3. The Applicant desires to pursue a license to develop and grow medicinal marijuana with established research relationships with the University of Rochester and desires to obtain a letter of support from Onondaga County for its dispensary facility to be located at Canalwood Commons, 2949 Erie Blvd., Suite 112, Syracuse, NY 13224 (the "Project Site");

5. Products dispensed at the Project Site will be limited to brands, forms and routes of administration first approved by the New York State Department of Health; the form of delivery is limited to liquid or oil preparation for metered oromucosal or sublingual administration; and a successful applicant will be initially permitted to produce up to five brands.

As the County Executive of Onondaga County, I hereby express my support for the location of the dispensary at the Project Site.

Sincerely,

Joanne M. Mahoney

Joanne M. Mahoney
County Executive

Mark R. Siewert

[redacted]

New York State Department of Health

Bureau of Narcotics Enforcement

Medical Marijuana Enforcement

150 Broadway

Albany, N.Y. 12204

Subject: Support for Great Lakes Medicinals, LLC

To whom it may concern,

I am Mark Siewert, former owner of Siewert Equipment Co., Chair of the Board of the Golisano Children's Hospital and former chair of the board at Mary Cariola Children's Center.

This letter is in support of Great Lakes Medicinals efforts to become a Registered Organization in the State of New York.

I have known John Odenbach Jr. for over [redacted] years. I was a [redacted] John and the Odenbach family treated their suppliers with respect, honesty, loyalty. They paid their bills on time and were fair in all dealing. I dealt with many of their employees and they all said that they treated the employees the same way.

John, and the entire family have honor, integrity, honesty and have the highest of values. They are an example of what a company, a family and for that matter every person should strive to become.

They have also demonstrated for years the willingness and the generosity to give back to the community. I have been with several organizations that have benefited from their willingness to invest and donate to a good cause.

I can't imagine a more deserving company to be awarded NYS certification to become a Registered Organization.

I'd be more than happy to discuss with you in further detail.

Thank you,

Mark R. Siewert

msiewert@siewertequipment,com

Rochester Building and Construction Trades

# Rochester Building and Construction Trades Council


**David Young**
President
2300 East River Road
Rochester, NY 14623
585.235.1510 · Fax: 585.235.0420
dyoung@ibewlu86.com

**Eugene Cassamise**
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**Daniel Kuntz**
Secretary-Treasurer
20 Fourth Street
Rochester, NY 14609
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dan.kuntz@local435.org


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

June 2, 2015

To Whom It May Concern:

On behalf of the Rochester Building and Construction Trades, I write to express our full support of the proposed Project Labor Agreement (PLA) that has been negotiated with Wilmorite Construction, LLC in alignment with the Great Lakes Medicinals Project.

In addition to helping people who are in desperate need of serious medical relief, the project will help in diversifying employment for our regional building trades, and will play a major role in the journey to eradicate poverty within our city limits.

The Great Lakes Medicinals Project PLA outlines explicit work goals for women and minorities, and prioritizes veteran hire through the Helmets to Hardhats program. Through the PLA, Wilmorite has committed to hire at least 20% minority and 6.9% women workers. Furthermore, in partnership with the Center for Military Recruitment, Assessment, and Veterans Employment, contractors, and the Building Trades will recruit from a network of capable veterans interested in applying their skills to this project.

Guaranteed employment for underserved populations is one method this PLA will implement in order to fight poverty in Rochester. As poverty reduction is a major focus for our community and leaders of this region, the PLA serves as a direct response to an urgent call for action. PLAs are established to ensure that local skilled workers who have trained properly in their craft and safety standards are compensated fairly. This is the most effective method to lift hard working members of our community out of poverty, regardless of their backgrounds, and create gainful opportunities for our region.

We strongly advocate for the PLA on this project and appreciate your shared concern for the issues that so directly affect our region.

Sincerely,

David A. Young, Jr.
President, Rochester Building and Construction Trades

Asbestos Workers Local 12A
Boilermakers Lodge 7
Bricklayers Local 3
Cement Finishers Local 111
Electrical Workers Local 86
Elevator Constructors Local 27
Glaziers & Glassworkers Local 677
Insulators & Allied Workers, Local 26
Iron Workers Local 33
Laborers Local 435
Operating Engineers Local 832
Painters Local 150
Plasterers Local 9
Plumbers & Steamfitters Local 13
Road Sprinkler Fitters Local 669
Roofers Local 22
Sheet Metal Workers Local 46
Teamsters Local Union No. 118

June 1, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization and to operate a grow facility at Eastman Business Park in the Town of Greece

As the President and CEO of Greater Rochester Enterprise, I have met with Great Lakes Medicinals, LLC (the "Applicant") and I am aware that:

1. On July 7, 2014, New York became the 23rd state (plus the District of Columbia) to legalize medical marihuana by passage of the Compassionate Care Act (the "New York Act");

2. The New York Act permits certified patients to use marihuana for treatment of a "serious condition" as defined in Public Health Law Section 3360(7)(A) so long as the treatment is prescribed by a certified physician;

3. The Applicant desires to pursue a license to develop and grow medicinal marihuana with established research relationships with the University of Rochester and desires to obtain a letter of support from the Greater Rochester Enterprises;

4. The Applicant has entered into a lease for a portion of Eastman Business Park in the Town of Greece at Building 350 (the "Project Site") where the Applicant intends to develop a research and growing facility such that medical marihuana can be manufactured in an indoor, enclosed, secure facility as contemplated by the regulations for the production, growth, storage, processing, sale, marketing and distribution of certain forms of medical marihuana[1] ("Production Activities at the Project Site" which will not include a dispensary or on site sales);

5. Products produced will be limited to brands, forms and routes of administration first approved by the New York state Department of Health; the form of delivery is limited to liquid or oil preparation for metered oromucosal or sublingual administration; and a successful applicant will be initially permitted to produce up to five brands.

6. Granting a license to Great Lakes Medicinals, LLC will add several hundred jobs to the former Kodak facility known as the Eastman Business Park and immediate construction jobs. Each of these jobs is needed in the area and will be a critical part of our community efforts to revitalize the Eastman Business Park.

[1] "Forms of medical marihuana" is defined in Section 3360(16) of the New York Public Health Law to mean characteristics of the medical marihuana recommended or limited for a particular certified patient, including the method of consumption and any particular strain, variety, and quantity or percentage of marihuana or particular active ingredient.

100 Chestnut Street • One HSBC Plaza Suite 1910 • Rochester • NY • 14604
P. 585.530.6200 • F. 585.546.8477 • www.RochesterBiz.com

Greater Rochester Enterprise (GRE) is a regional economic development organization supported by a team of private and public sector leaders dedicated to improving economic performance in the Rochester/Finger Lakes, New York Region. Our primary goals are to retain and expand existing business and to professionally market this region as a competitive, vibrant and high-profile place for business location and growth. To support business attraction, expansion, entrepreneurship and innovation, GRE collaborates with local businesses, universities, not-for-profit organizations and government leaders to deliver a unified response to regional economic development opportunities. GRE is very supportive of all initiatives that help to promote jobs and redevelopment of the Eastman Business Park.

Best regards,

Mark S. Peterson
President and CEO

c: Kurt Odenbach
Great Lakes Medicinals, LLC
7 Woodfield Dr., Rochester, NY 14580

CHAIRMAN
ELECTIONS

VICE-CHAIRMAN
SCIENCE, TECHNOLOGY, INCUBATION AND ENTREPRENEURSHIP

COMMITTEE MEMBER
AGING
AGRICULTURE
CITIES
COMMERCE, ECONOMIC DEVELOPMENT & SMALL BUSINESS
CONSUMER PROTECTION
ENVIRONMENTAL CONSERVATION
HIGHER EDUCATION

THE SENATE
STATE OF NEW YORK

RICH FUNKE
Senator, 55TH District

ALBANY OFFICE:
ROOM 906
LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-2215
FAX: (518) 426-6915

DISTRICT OFFICE:
PACKETTS LANDING
SUITE 230
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(585) 223-1800
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E-MAIL ADDRESS:
FUNKE@NYSENATE.GOV

WEBSITE:
FUNKE.NYSENATE.GOV

May 28, 2015

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

Re: Registered organization

I write regarding Great Lakes Medicinals, LLC's ("GLM") application for a license as a Registered Organization with the Department of Health, and its plan to locate a dispensary in Monroe County.

I recently met with the principals of GLM, and I am confident that GLM can successfully meet the strict regulatory framework set in place by the Compassionate Care Act. Their consultants have demonstrated significant expertise in this industry, and have assisted companies that successfully navigated difficult regulatory environments in Minnesota, Massachusetts, and Connecticut.

Moreover, GLM's principals have been involved in both business and charitable causes in this region for generations. I think it is important that any licensee who locates in the region should have strong ties to the region.

I also believe that their proposed Monroe County dispensary site is ideally located and should have minimal impact on the surrounding community. My Senate district borders the proposed dispensary site. It is located in a retail area with easy access to several key highways, allowing patients easy access to and from the dispensary site. It is also important to note that the site is located within minutes of Strong Memorial Hospital's Cancer Treatment Center.

Thank you for the opportunity to weigh in on this process. Please do not hesitate to call if I can provide further perspective.

Sincerely,

Senator Rich Funke, 55th District

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

HARRY B. BRONSON

Assemblymember
138th District

CHAIR
Commission on Skills Development and Career Education

COMMITTEES
Agriculture
Economic Development, Job Creation, Commerce and Industry
Labor
Local Governments
Steering
Transportation

May 28, 2015

Howard A. Zucker, M.D., J.D.
Commissioner
New York State Department of Health
Albany, New York 12237

**Re: Great Lakes Medicinals Application for Licensure as a Registered Organization in the Medical Marijuana Program**

Dear Commissioner Zucker:

I am writing in support of Great Lakes Medicinals, LLC's (GLM) plan to apply for a license as a Registered Organization with the Department of Health and to locate a dispensary in Monroe County.

I am a strong proponent of the Compassionate Care Act and was significantly involved in its negotiation and passage. It is very important that this program successfully meet the medical needs of Monroe County residents suffering from chronic and debilitating conditions including terminal cancer, HIV/AIDS, and the other devastating illnesses covered by the Act.

Recently, I met with the principals of GLM, and I am confident that they are able to achieve the strict regulatory framework set in place by the Act. Moreover, the principals' longstanding involvement in our community gives me significant comfort regarding their commitment to use their license for the betterment of our region, and in particular to help the members of our community suffering from the terrible conditions covered by the Act.

I also believe that GLM's proposed Monroe County dispensary site is an ideal location. The site is located in a retail/commercial corridor with easy access to several different highways and is ideally situated less than two miles from Strong Memorial Hospital.

In advance, thank you for your careful consideration of GLM's proposal. Please do not hesitate to contact me if I can provide any additional information.

Harry B. Bronson

Sincerely,
Harry B. Bronson
Member of Assembly

ALBANY OFFICE: Room 502, Legislative Office Building, Albany, New York 12248 • 518-455-5427

Building Futures ...since 1876

May 20, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization

Dear Sir or Madam:

I am Bill Keenan, Director of Fund Development at Rochester School for the Deaf (RSD). On behalf of RSD, I am writing in support of Great Lakes Medicinals' efforts to become a Registered Organization in the State of New York.

RSD has educated deaf and hard-of-hearing children in Western New York since 1876. Our school has well-established roots in this community as well as a long list of accomplishments and firsts in the area of deaf education. Similarly, the Odenbach family, the businesses they have established, and their many benevolent works are well known, respected, and rooted in our community.

Alex Odenbach, the Director of Community Relations at Great Lakes Medicinals, LLC, and his [redacted]Dr. Kaley Odenbach, the Director of Pharmaceuticals, have been supporters of our school for many years. I firmly believe that they would be good stewards of the industry and continued generous supporters of the community.

I first met Alex and Kaley during an American Sign Language class held at RSD and have come to know them well. Alex [redacted] He [redacted] but this preparation has turned into a more involved and caring role at RSD. Alex has since joined the Board of Directors where he sits on our Finance and Audit Committee and also co-chairs our annual River Ramble 5k [redacted]

I strongly believe that Alex Odenbach, as Director of Community Relations at Great Lakes Medicinals, will ensure that his company will have a positive impact on all the communities in which they propose to service. He is a genuine and honest man that knows the importance of strengthening the community and helping the less fortunate. I strongly urge the Department of Health to take into consideration individuals, such as those who are principals of Great Lakes Medicinals, who have for many years been active members of the communities which they

1545 St. Paul Street Rochester, N.Y. 14621-3197 Voice or TTY 585.544.1240 Fax 585.544.0383 www.rsdeaf.org

propose to service. Organizations like mine know for certain that they will continue to work towards the benefit of our community, and do so much better than companies from outside our community would.

In summary, I believe that Great Lakes Medicinals has proven, based on past history in our community and with my school, that they will set the standard for the operation of a Registered Organization in the State of New York and specifically in the Western New York community, and I offer my support to their application. I understand that the next phase of the process will soon be completed; I trust that you will take our thoughts and concerns into consideration before any decisions are made.

Sincerely,

William P. Keenan
Director, Fund Development

c: Kurt Odenbach
Great Lakes Medicinals LLC
7 Woodfield Dr., Rochester, NY 14580

May 25, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization

My name is Ronald A. Pluta, and currently I am the Board Chair for The Pluta Cancer Center Foundation in Rochester, New York. This letter is written in support of Great Lakes Medicinals' efforts to become a Registered Organization in the State of New York.

We have known the Odenbach family of Great Lakes Medicinals LLC for many years. They have been supporters of not only the Pluta Cancer Center, but also many other charitable organizations over the many years we have known them. I firmly believe that they would be stewards of the industry and supporters of the community. I strongly believe that the owners of Great Lakes Medicinals will ensure that their company will have a positive impact on all the communities in which they propose to service. The Odenbach family has been active participants in many organizations and the community at large for many years. Their positive impact will only increase with a license to become a Registered Organization in the State of New York. I hope the Department of Health will take into consideration active members of their communities. They can be assured that the Odenbach's will continue to work towards the benefit of our community, better than companies from outside our area.

I believe Great Lakes Medicinals has proven, based on the family's past history in our community, that they will set the standard for the operation of a Registered Organization in the State of New York and specifically in the Western, New York community. I offer my support to their application. Thank you for taking my thoughts and concerns into consideration.

Ronald A. Pluta

Mary Cariola
CHILDREN'S CENTER
1000 Elmwood Avenue, Suite 100, Rochester, NY 14620-3041
Phone: 585-271-0761 Voice Mail: 585-271-2897 Fax: 585-442-3143
www.marycariola.org

May 20, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization

I am Karen Zandi, President and CEO of Mary Cariola Children's Center. This letter is in support of Great Lakes Medicinals' efforts to become a Registered Organization in the State of New York.

Mary Cariola Children's Center is a nonprofit 501c3 organization formed over 65 years ago in service to children with multiple and complex disabilities. Our population also serves children with complex autism and seizure disorders. I have had conversations with several of our parents and our medical staff in understanding their interest in the potential of medical marijuana for treatment of seizure disorders in the population we serve.

Our organization has had the good fortune of knowing the Odenbach family of Great Lakes Medicinals LLC as strong supporters of our organization for many years. I firmly believe that they would be stewards of the industry and supporters of the community. This family has been known for their investment in supporting local nonprofit organizations financially and through guidance and influence in Board of Directors roles.

I strongly believe that Great Lakes Medicinals and the Odenbach family will ensure that their company will have a positive impact on all the communities in which they propose to service. I believe their positive impact will only increase with a license to become a Registered Organization in the State of New York.

I strongly urge the Department of Health to take into consideration individuals, such as these, who have been active members of the communities in which they propose to service for many years because organizations like Mary Cariola have trusted and valued relationships with them as strong, ethical community advocates. We know them for the benefits they have brought to local organizations as members of our community.

We have experienced firsthand in Rochester that when some of our large for profit corporations were purchased or merged with those from out of state, the benefits to the community significantly decreased. Specifically, over the past 12 months, two large companies were purchased by out of state companies. The new ownership companies did not support the local Greater Rochester United Way fundraising, with an impact of a loss of $1.5 million dollars to the local service agencies. These were long trusted corporations, which in the past had strongly supported local providers serving low income families.

1

In summary, I believe that Great Lakes Medicinals and the Odenbach family have proven, based on past history in our community and with my organization, that they will set the standard for the operation of a Registered Organization in the State of New York and specifically in the Western, New York community, and I offer my support to their application. I understand that the next phase of the process will soon be completed and we trust that you will take our thoughts and concerns into consideration before any decisions are made.

Sincerely,

Karen Zandi, LCSW-R
President/CEO
Mary Cariola Children's Center

CC: Kurt Odenbach
Great Lakes Medicinals LLC
7 Woodfield Dr., Rochester, NY 14580

2

Al Sigl Community of Agencies

Al Sigl Community of Agencies

Achieving More Together

1000 Elmwood Avenue, Suite 300
Rochester, NY 14620-3098
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www.alsigl.org

May 29, 2015

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

Re: Support for Great Lakes Medicinals, LLC to become a Registered Organization

I am Daniel Meyers, President Al Sigl Community of Agencies. This letter is in support of Great Lakes Medicinals' efforts to become a Registered Organization in the State of New York.

I encourage the Department of Health to grant a "registered organization" license to a company based in Monroe County because we believe that is the only way to ensure that our members will have access to cutting-edge medical cannabis treatments. In particular, we think it is critical to grant a license to an organization that has strong ties to the Finger Lakes region, and is committed to providing these services to the people of our community and region.

Our organization has had the good fortune of knowing the Wilmot family of Great Lakes Medicinals, LLC, as strong supporters for many years. They are outstanding business and civic leaders. They are generous in their philanthropy to Al Sigl and scores of other charitable causes. In addition, two generations have been and are active leaders on our Board of Directors. The Odenbach family is well known to us as successful entrepreneurs, and they have been generous supporters of Al Sigl and many services.

I firmly believe that Great Lakes Medicinals, LLC, and the Wilmot and Odenbach families will ensure that their company will have a positive impact on all the communities they propose to serve. Their impact will only increase with a license to become a Registered Organization in the State of New York.

I strongly urge the Department of Health to take into consideration that these good people have been active members of the communities which they propose to serve for many years; organizations like Al Sigl have trusted and valued relationships with them as strong, ethical community advocates.

**Members**
CP Rochester • Epilepsy Foundation of Rochester–Syracuse–Binghamton • Medical Motor Service
National Multiple Sclerosis Society, *Upstate New York Chapter* • Rochester Hearing & Speech Center • Rochester Rehabilitation Center

The Wilmot and Odenbach families have proven, through past history in our community and with my organization, that they will set the standard for good operation of a Registered Organization in the State of New York and specifically in the Western/Finger Lakes region. I am pleased to offer my support to their application and recommend them highly.

Thank you for the opportunity to provide my perspective regarding this process. Please do not hesitate to contact me if I may be of further assistance.

Sincerely,

Daniel M. Meyers
President
Al Sigl Community of Agencies

CC: Thomas Wilmot, Jr.
Kurt Odenbach
Great Lakes Medicinals LLC
7 Woodfield Drive
Webster, NY 14580

Mike Spano—Mayor, City of Yonkers

OFFICE OF THE MAYOR
MIKE SPANO

May 29, 2015

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

Commissioner:

On behalf of the City of Yonkers, please accept this letter as my support of Great Lakes Medicinals, LLC's application to open and operate a medical marihuana dispensary in the City of Yonkers.

As Mayor I support Great Lakes Medicinals, LLC's proposed operation in Yonkers and believe it will advance Governor Cuomo's goal of implementing a comprehensive, safe and effective medical marihuana program that meets the needs of New Yorkers with serious health conditions, while simultaneously promoting new industry and job creation.

For the foregoing reasons I hereby support Great Lakes Medicinals, LLC's application and thank you for your consideration.

Sincerely,

**MIKE SPANO**
Mayor

CITY HALL • 40 SOUTH BROADWAY • YONKERS, NY 10701 • TEL. 914.377.6300 / FAX 914.377.6048 • EMAIL: MIKE.SPANO@YONKERSNY.GOV
WWW.YONKERSNY.GOV

Mark B. Taubman, MD
CEO, University of Rochester Medical Center and UR Medicine
Dean, School of Medicine and Dentistry
Senior Vice President for Health Sciences

UNIVERSITY of ROCHESTER MEDICAL CENTER

MEDICINE of THE HIGHEST ORDER

May 28, 2015

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

Dear Commissioner Zucker:

The University of Rochester Medical Center (URMC) supports Great Lakes Medicinals LLC (GLM)'s application to receive one of the five licenses to cultivate and dispense medical marijuana in New York State.

With the passage of the Compassionate Care Act, we believe New York is well-positioned to be at the forefront of medical marijuana research and patient care. In order to achieve that goal, we believe it is critical that clinical research and policy analysis be a primary focus of this program.

Several months ago, we began to meet with the principals of GLM, and we believe that a group such as this could provide a significant service to our region. Over the course of these meetings, we had an opportunity to meet GLM's consultants, and the organization seems to have the scientific and technical expertise to provide the services required by a registered organization. Moreover, the majority owners of GLM are based in the Monroe County region, and they have been actively involved in the community for several generations. Further, their ownership group includes a biogenetic engineer and an oncologist from URMC.

We believe it is vital that research is conducted in order to further inform efficacy and ensure the safest environment for patients accessing this method of treatment. Through the course of several meetings, we have explored how GLM could help URMC with regard to research related to medical conditions covered by the Compassionate Care Act. In fact, it has begun sharing industry information with URMC to help our researchers to better understand this burgeoning field. We would be very comfortable working more directly with GLM if the Department of Health granted it a license.

Thank you for your consideration of GLM's candidacy and licensure in this important program.

Sincerely,

Mark B. Taubman, M.D.

601 Elmwood Avenue · Box 706 · Rochester, NY 14642
585.275.0017 · 585.273.1059 fax · Mark_Taubman@urmc.rochester.edu · www.urmc.rochester.edu

WILMOT CANCER CENTER

UNIVERSITY of ROCHESTER MEDICAL CENTER

MEDICINE of THE HIGHEST ORDER

Jonathan W. Friedberg, MD, MMSc
Samuel E. Durand Professor of Medicine
Director, Wilmot Cancer Center

June 1, 2015

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

Re: Support for Great Lakes Medicinals, LLC

As the Director of the Wilmot Cancer Institute (WCI) at the University of Rochester Medical Center, I am interested in the research potential provided by the legalization of medical marijuana by passage of the Compassionate Care Act (CCA). The potential applications in the treatment of cancer and the symptoms is immeasurable. We have commenced a collaboration with the applicant Great Lakes Medicinals, LLC (GLM) and their operating partner, American Cannabis Company (ACC), to share important data relative to the conditions applicable under the Act.

GLM will establish protocols and systems for collecting patient data for analysis by WCI and as laws evolve the Institute will provide further access to the University of Rochester Medical Center as its preferred research institution with an eye on pursuing leading edge treatments and establishing evidence of patient benefits and outcomes. The foregoing will be subject to compliance with all federal, state and local rules and regulations including but not limited to the Health Insurance Portability and Accountability Act.

On behalf of Wilmot Cancer Institute and the University of Rochester Medical Center, I encourage your office to issue a license to Great Lakes Medicinals, LLC to further the research activities that are contemplated by the above described agreements. GLM has uniquely demonstrated the expertise and capability to satisfy the requirements and timing contemplated in the CCA. I appreciate your strongest consideration.

Sincerely yours,

Jonathan W. Friedberg, MD, MMSc
Samuel E. Durand Professor of Medicine
Director, Wilmot Cancer Institute
University of Rochester
601 Elmwood Avenue, Box 704
Rochester, NY 14642

601 Elmwood Avenue · Box 704 · Rochester, NY 14642
585.275.4911 · 585.276.2743 fax · jonathan_friedberg@urmc.rochester.edu · www.urmc.rochester.edu

## Great Lakes Medicinals LLC Primary Contact

Great Lakes Medicinals LLC would like to provide a primary point of contact for the Department if the Department shall need clarification on any content or portion of our application or need to speak with a representative from Great Lakes Medicinals LLC at any time and for any reason.

The primary point of contact for Great Lakes Medicinals LLC is Kurt B. Odenbach.

**Cell Phone:** [redacted]

**Email:** kodenbach@greatlakesmeds.com

## Statement of Regulatory Compliance

Upon attainment of a State-issued license, Great Lakes Medicinals, LLC will comply with all applicable state and local laws and regulations pertaining to marijuana cultivation, manufacturing, processing, transporting, distributing, dispensing, selling or any other activities under the registration.

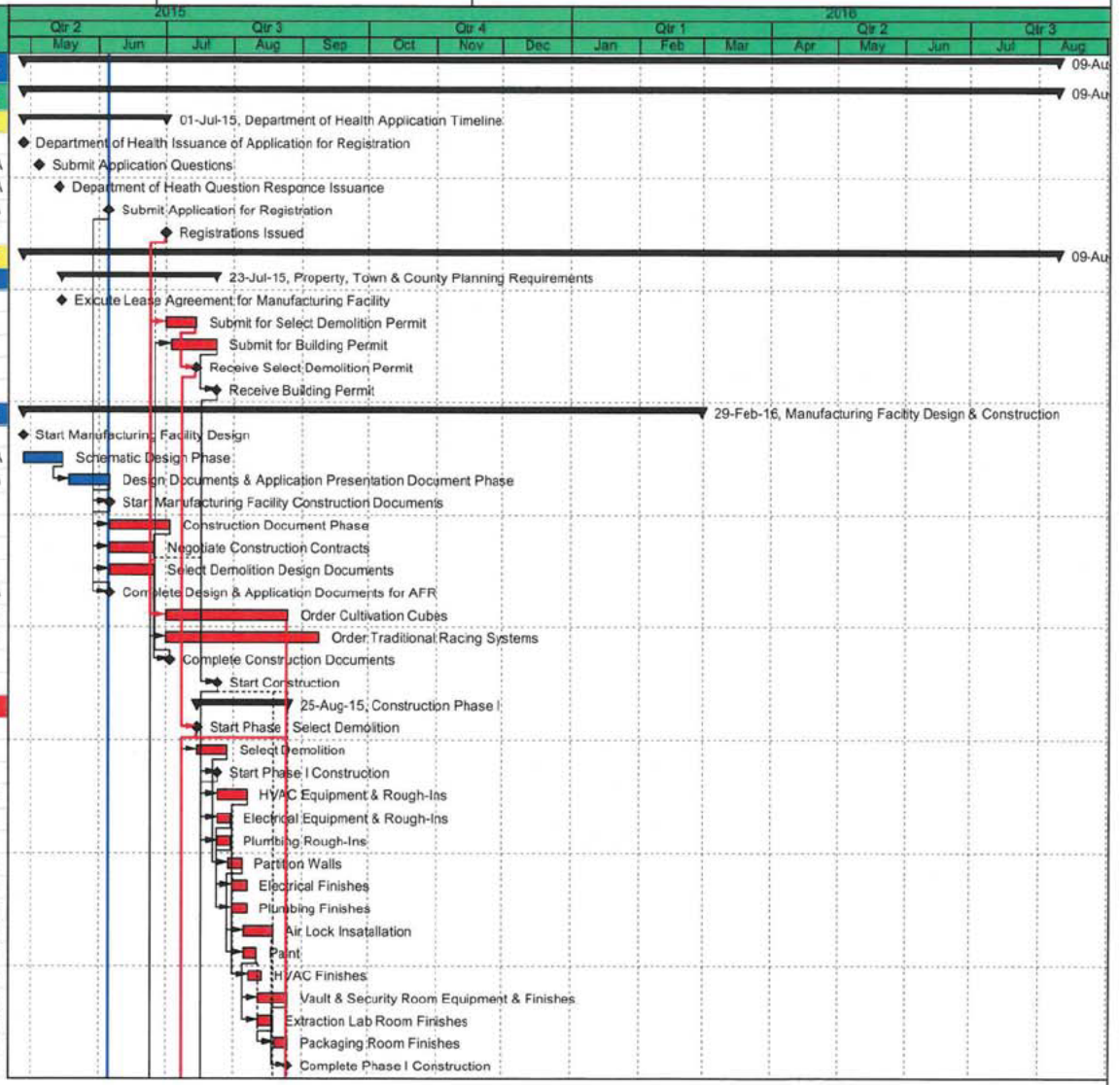
Below is the signature from John M. Odenbach, the Chief Executive Officer (CEO) of Great Lakes Medicinals. By signing below, Mr. Odenbach ensures regulatory compliance with all local and state laws within the State of New York.

*(Signature)* *(Date)*

# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| **Great Lakes Medicinals** | | 337 | 27-Apr-15 A | 09-Aug-16 |
| **Application for Registration Schedule** | | 337 | 27-Apr-15 A | 09-Aug-16 |
| **Department of Health Application Timeline** | | 47 | 27-Apr-15 A | 01-Jul-15 |
| A1000 | Department of Health Issuance of Application for Registration | 0 | 27-Apr-15 A | |
| A1010 | Submit Application Questions | 0 | | 05-May-15 A |
| A1020 | Department of Heath Question Responce Issuance | 0 | | 14-May-15 A |
| A1030 | Submit Application for Registration | 0 | | 05-Jun-15 A |
| A1040 | Registrations Issued | 0 | | 01-Jul-15* |
| **Manufacturing Facility at Kodak Bld. 350** | | 337 | 27-Apr-15 A | 09-Aug-16 |
| **Property, Town & County Planning Requirements** | | 64 | 15-May-15 A | 23-Jul-15 |
| A1060 | Exicute Lease Agreement for Manufacturing Facility | 0 | 15-May-15 A | |
| A1240 | Submit for Select Demolition Permit | 10 | 01-Jul-15 | 14-Jul-15 |
| A1140 | Submit for Building Permit | 15 | 03-Jul-15 | 23-Jul-15 |
| A1260 | Receive Select Demolition Permit | 0 | | 14-Jul-15 |
| A1160 | Receive Building Permit | 0 | | 23-Jul-15 |
| **Manufacturing Facility Design & Construction** | | 221 | 27-Apr-15 A | 29-Feb-16 |
| A1050 | Start Manufacturing Facility Design | 0 | 27-Apr-15 A | |
| A1070 | Schematic Design Phase | 15 | 27-Apr-15 A | 15-May-15 A |
| A1080 | Design Documents & Application Presentation Document Phase | 15 | 18-May-15 A | 05-Jun-15 A |
| A1100 | Start Manufacturing Facility Construction Documents | 0 | 05-Jun-15 | |
| A1110 | Construction Document Phase | 20 | 05-Jun-15 | 02-Jul-15 |
| A1170 | Negotiate Construction Contracts | 15 | 05-Jun-15 | 25-Jun-15 |
| A1270 | Select Demolition Design Documents | 15 | 05-Jun-15 | 25-Jun-15 |
| A1090 | Complete Design & Application Documents for AFR | 0 | | 05-Jun-15 A |
| A1120 | Order Cultivation Cubes | 40 | 01-Jul-15 | 25-Aug-15 |
| A1130 | Order Traditional Racing Systems | 50 | 01-Jul-15 | 08-Sep-15 |
| A1150 | Complete Construction Documents | 0 | | 02-Jul-15 |
| A1180 | Start Construction | 0 | 24-Jul-15 | |
| **Construction Phase I** | | 30 | 15-Jul-15 | 25-Aug-15 |
| A1280 | Start Phase I Select Demolition | 0 | 15-Jul-15 | |
| A1420 | Select Demolition | 10 | 15-Jul-15 | 28-Jul-15 |
| A1410 | Start Phase I Construction | 0 | 24-Jul-15 | |
| A1440 | HVAC Equipment & Rough-Ins | 10 | 24-Jul-15 | 06-Aug-15 |
| A1640 | Electrical Equipment & Rough-Ins | 5 | 24-Jul-15 | 30-Jul-15 |
| A1650 | Plumbing Rough-Ins | 5 | 24-Jul-15 | 30-Jul-15 |
| A1430 | Partition Walls | 5 | 29-Jul-15 | 04-Aug-15 |
| A1680 | Electrical Finishes | 5 | 31-Jul-15 | 06-Aug-15 |
| A1690 | Plumbing Finishes | 5 | 31-Jul-15 | 06-Aug-15 |
| A1660 | Air Lock Insatallation | 10 | 05-Aug-15 | 18-Aug-15 |
| A1720 | Paint | 5 | 05-Aug-15 | 11-Aug-15 |
| A1670 | HVAC Finishes | 5 | 07-Aug-15 | 13-Aug-15 |
| A1710 | Vault & Security Room Equipment & Finishes | 10 | 12-Aug-15 | 25-Aug-15 |
| A1730 | Extraction Lab Room Finishes | 5 | 12-Aug-15 | 18-Aug-15 |
| A1700 | Packaging Room Finishes | 5 | 19-Aug-15 | 25-Aug-15 |
| A1750 | Complete Phase I Construction | 0 | | 25-Aug-15 |



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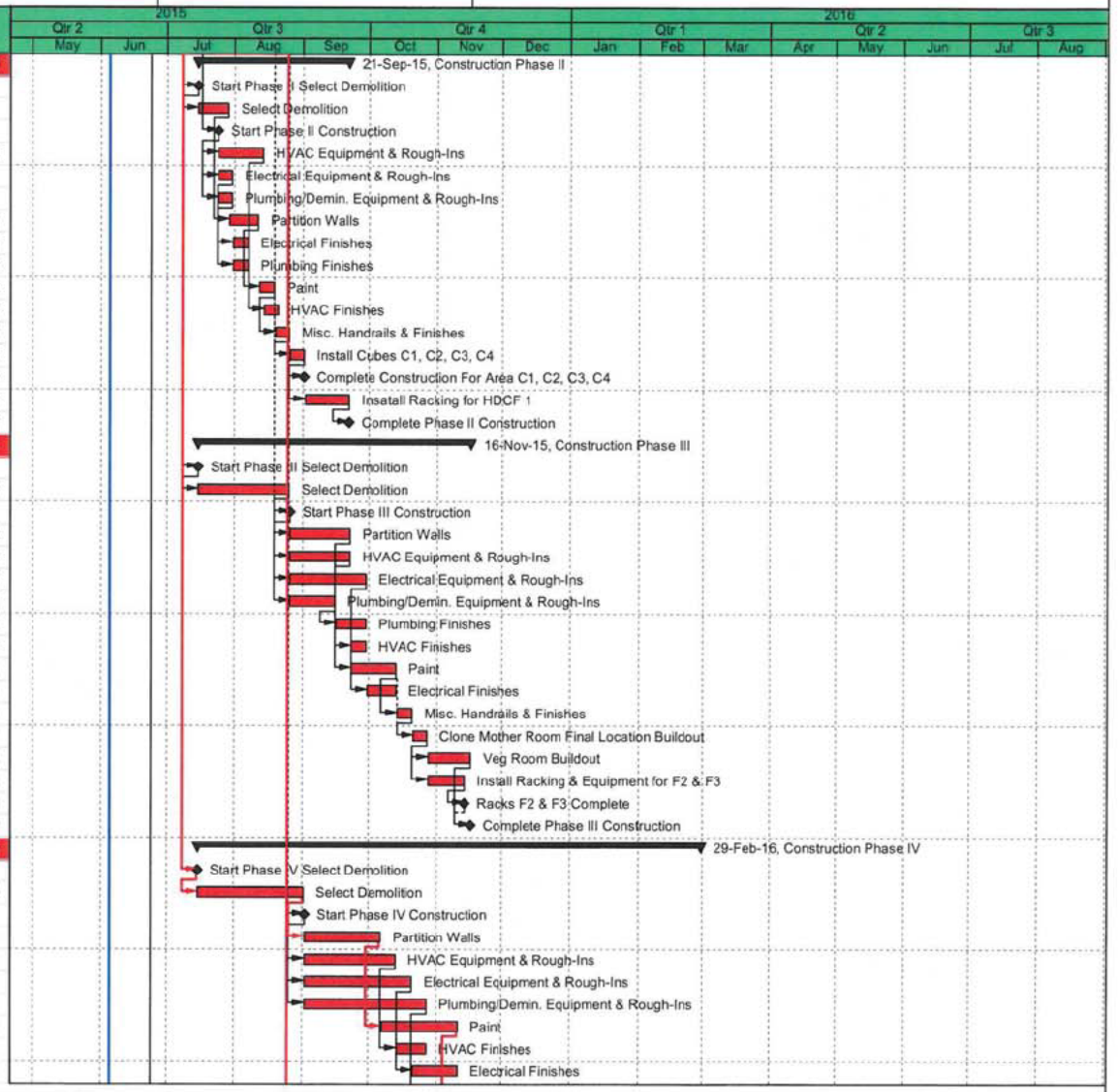
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| **Construction Phase II** | | 49 | 15-Jul-15 | 21-Sep-15 |
| A1380 | Start Phase II Select Demolition | 0 | 15-Jul-15 | |
| A1770 | Select Demolition | 10 | 15-Jul-15 | 28-Jul-15 |
| A1460 | Start Phase II Construction | 0 | 24-Jul-15 | |
| A1790 | HVAC Equipment & Rough-Ins | 15 | 24-Jul-15 | 13-Aug-15 |
| A1800 | Electrical Equipment & Rough-Ins | 5 | 24-Jul-15 | 30-Jul-15 |
| A1810 | Plumbing/Demin. Equipment & Rough-Ins | 5 | 24-Jul-15 | 30-Jul-15 |
| A1820 | Partition Walls | 10 | 29-Jul-15 | 11-Aug-15 |
| A1830 | Electrical Finishes | 5 | 31-Jul-15 | 06-Aug-15 |
| A1840 | Plumbing Finishes | 5 | 31-Jul-15 | 06-Aug-15 |
| A1860 | Paint | 5 | 12-Aug-15 | 18-Aug-15 |
| A1870 | HVAC Finishes | 5 | 14-Aug-15 | 20-Aug-15 |
| A1880 | Misc. Handrails & Finishes | 5 | 19-Aug-15 | 25-Aug-15 |
| A1890 | Install Cubes C1, C2, C3, C4 | 5 | 26-Aug-15 | 01-Sep-15 |
| A1900 | Complete Construction For Area C1, C2, C3, C4 | 0 | | 01-Sep-15 |
| A1910 | Insatall Racking for HDCF 1 | 14 | 02-Sep-15 | 21-Sep-15 |
| A1520 | Complete Phase II Construction | 0 | | 21-Sep-15 |
| **Construction Phase III** | | 89 | 15-Jul-15 | 16-Nov-15 |
| A1400 | Start Phase III Select Demolition | 0 | 15-Jul-15 | |
| A1920 | Select Demolition | 30 | 15-Jul-15 | 25-Aug-15 |
| A1530 | Start Phase III Construction | 0 | 26-Aug-15 | |
| A1960 | Partition Walls | 20 | 26-Aug-15 | 22-Sep-15 |
| A1930 | HVAC Equipment & Rough-Ins | 20 | 26-Aug-15 | 22-Sep-15 |
| A1940 | Electrical Equipment & Rough-Ins | 25 | 26-Aug-15 | 29-Sep-15 |
| A1950 | Plumbing/Demin. Equipment & Rough-Ins | 15 | 26-Aug-15 | 15-Sep-15 |
| A1980 | Plumbing Finishes | 10 | 16-Sep-15 | 29-Sep-15 |
| A2000 | HVAC Finishes | 5 | 23-Sep-15 | 29-Sep-15 |
| A1990 | Paint | 15 | 23-Sep-15 | 13-Oct-15 |
| A1970 | Electrical Finishes | 10 | 30-Sep-15 | 13-Oct-15 |
| A2010 | Misc. Handrails & Finishes | 5 | 14-Oct-15 | 20-Oct-15 |
| A2020 | Clone Mother Room Final Location Buildout | 5 | 21-Oct-15 | 27-Oct-15 |
| A2030 | Veg Room Buildout | 14 | 28-Oct-15 | 16-Nov-15 |
| A2210 | Install Racking & Equipment for F2 & F3 | 13 | 28-Oct-15 | 13-Nov-15 |
| A2220 | Racks F2 & F3 Complete | 0 | | 13-Nov-15 |
| A1540 | Complete Phase III Construction | 0 | | 16-Nov-15 |
| **Construction Phase IV** | | 164 | 15-Jul-15 | 29-Feb-16 |
| A1390 | Start Phase IV Select Demolition | 0 | 15-Jul-15 | |
| A2040 | Select Demolition | 35 | 15-Jul-15 | 01-Sep-15 |
| A1590 | Start Phase IV Construction | 0 | 02-Sep-15 | |
| A2080 | Partition Walls | 25 | 02-Sep-15 | 06-Oct-15 |
| A2050 | HVAC Equipment & Rough-Ins | 30 | 02-Sep-15 | 13-Oct-15 |
| A2060 | Electrical Equipment & Rough-Ins | 35 | 02-Sep-15 | 20-Oct-15 |
| A2070 | Plumbing/Demin. Equipment & Rough-Ins | 40 | 02-Sep-15 | 27-Oct-15 |
| A2110 | Paint | 25 | 07-Oct-15 | 10-Nov-15 |
| A2120 | HVAC Finishes | 10 | 14-Oct-15 | 27-Oct-15 |
| A2090 | Electrical Finishes | 15 | 21-Oct-15 | 10-Nov-15 |



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# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A2100 | Plumbing Finishes | 15 | 28-Oct-15 | 17-Nov-15 |
| A2130 | Misc. Finishes | 15 | 11-Nov-15 | 01-Dec-15 |
| A2160 | Install Racking & Equipment for F4 | 9 | 02-Dec-15 | 14-Dec-15 |
| A1600 | Install Racking & Equipment for F5 | 10 | 08-Dec-15 | 21-Dec-15 |
| A2170 | Rack F4 Complete | 0 | | 14-Dec-15 |
| A1610 | Rack F5 Complete | 0 | | 21-Dec-15 |
| A1620 | Install Racking & Equipment for F6 | 15 | 22-Dec-15 | 11-Jan-16 |
| A2190 | Insatall Racking & Equipment for F2 | 10 | 05-Jan-16 | 18-Jan-16 |
| A2180 | Rack F6 Complete | 0 | | 11-Jan-16 |
| A2230 | Install Racking & Equipment for F3 & F9 | 10 | 12-Jan-16 | 25-Jan-16 |
| A2200 | Rack F2 Complete | 0 | | 18-Jan-16 |
| A2240 | Rack F3 & F9 Complete | 0 | | 25-Jan-16 |
| A2250 | Install Racking & Equipment for F7 | 10 | 26-Jan-16 | 08-Feb-16 |
| A2260 | Rack F7 Complete | 0 | | 08-Feb-16 |
| A2270 | Install Racking & Equipment for F8 | 15 | 09-Feb-16 | 29-Feb-16 |
| A1630 | Complete Phase IV Construction | 0 | | 29-Feb-16 |
| A2280 | Rack F8 Complete | 0 | | 29-Feb-16 |
| **Rochester Dispensary Construction** | | 125 | 01-Jul-15 | 22-Dec-15 |
| A3200 | Inspect and Accept Space From Landlord | 0 | 01-Jul-15 | |
| A4390 | Order RTU's and Long Lead Equipment | 40 | 01-Jul-15 | 25-Aug-15 |
| A4400 | Apply & Receive Building Permit | 20 | 01-Jul-15 | 28-Jul-15 |
| A3210 | Start Tenant Construction Buildout | 0 | 29-Jul-15 | |
| A3220 | New Exterior Facade Construction | 25 | 29-Jul-15 | 01-Sep-15 |
| A3250 | HVAC Rough-Ins | 15 | 29-Jul-15 | 18-Aug-15 |
| A4240 | Plumbing Rough-Ins | 10 | 29-Jul-15 | 11-Aug-15 |
| A4250 | Electric Rough-Ins | 20 | 29-Jul-15 | 25-Aug-15 |
| A4260 | Metal Stud Partition Rough-Ins | 30 | 29-Jul-15 | 08-Sep-15 |
| A3240 | Set RTU's | 5 | 26-Aug-15 | 01-Sep-15 |
| A3230 | New Exterior Storefront, Glass & Glazing | 10 | 02-Sep-15 | 15-Sep-15 |
| A4270 | Insulation & Drywall | 15 | 09-Sep-15 | 29-Sep-15 |
| A4280 | Ceiling Grid | 15 | 30-Sep-15 | 20-Oct-15 |
| A4290 | Paint | 10 | 21-Oct-15 | 03-Nov-15 |
| A4300 | Mechanical Finishes | 15 | 04-Nov-15 | 24-Nov-15 |
| A4310 | Plumbing Finishes | 10 | 04-Nov-15 | 17-Nov-15 |
| A4320 | Electric Finishes | 20 | 04-Nov-15 | 01-Dec-15 |
| A4350 | Flooring | 15 | 04-Nov-15 | 24-Nov-15 |
| A4330 | Safety & Secutity Equipment | 15 | 25-Nov-15 | 15-Dec-15 |
| A4340 | Safe & Cash Handling Equipment | 10 | 25-Nov-15 | 08-Dec-15 |
| A4360 | Millwork & Specilty Finishes | 20 | 25-Nov-15 | 22-Dec-15 |
| A4370 | Signage | 5 | 09-Dec-15 | 15-Dec-15 |
| A4380 | Project Complete and Prepaired for Operations | 0 | | 22-Dec-15 |
| **Syracuse Dispensary Construction** | | 125 | 05-Jun-15 | 26-Nov-15 |
| A4440 | Inspect and Accept Space From Landlord | 0 | 05-Jun-15 | |
| A4650 | Order RTU's and Long Lead Equipment | 40 | 05-Jun-15 | 30-Jul-15 |
| A4660 | Apply & Receive Building Permit | 20 | 05-Jun-15 | 02-Jul-15 |
| A4450 | Start Tenant Construction Buildout | 0 | 03-Jul-15 | |

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# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A4460 | New Exterior Facade Construction | 25 | 03-Jul-15 | 06-Aug-15 |
| A4490 | HVAC Rough-Ins | 15 | 03-Jul-15 | 23-Jul-15 |
| A4500 | Plumbing Rough-Ins | 10 | 03-Jul-15 | 16-Jul-15 |
| A4510 | Electric Rough-Ins | 20 | 03-Jul-15 | 30-Jul-15 |
| A4520 | Metal Stud Partition Rough-Ins | 30 | 03-Jul-15 | 13-Aug-15 |
| A4480 | Set RTU's | 5 | 31-Jul-15 | 06-Aug-15 |
| A4470 | New Exterior Storefront, Glass & Glazing | 10 | 07-Aug-15 | 20-Aug-15 |
| A4530 | Insulation & Drywall | 15 | 14-Aug-15 | 03-Sep-15 |
| A4540 | Ceiling Grid | 15 | 04-Sep-15 | 24-Sep-15 |
| A4550 | Paint | 10 | 25-Sep-15 | 08-Oct-15 |
| A4560 | Mechanical Finishes | 15 | 09-Oct-15 | 29-Oct-15 |
| A4570 | Plumbing Finishes | 10 | 09-Oct-15 | 22-Oct-15 |
| A4580 | Electric Finishes | 20 | 09-Oct-15 | 05-Nov-15 |
| A4610 | Flooring | 15 | 09-Oct-15 | 29-Oct-15 |
| A4590 | Safety & Secutity Equipment | 15 | 30-Oct-15 | 19-Nov-15 |
| A4600 | Safe & Cash Handling Equipment | 10 | 30-Oct-15 | 12-Nov-15 |
| A4620 | Millwork & Specilty Finishes | 20 | 30-Oct-15 | 26-Nov-15 |
| A4630 | Signage | 5 | 13-Nov-15 | 19-Nov-15 |
| A4640 | Project Complete and Prepaired for Operations | 0 | | 26-Nov-15 |
| **Binghamton Dispensary Construction** | | 125 | 05-Jun-15 | 26-Nov-15 |
| A4670 | Inspect and Accept Space From Landlord | 0 | 05-Jun-15 | |
| A4880 | Order RTU's and Long Lead Equipment | 40 | 05-Jun-15 | 30-Jul-15 |
| A4890 | Apply & Receive Building Permit | 20 | 05-Jun-15 | 02-Jul-15 |
| A4680 | Start Tenant Construction Buildout | 0 | 03-Jul-15 | |
| A4690 | New Exterior Facade Construction | 25 | 03-Jul-15 | 06-Aug-15 |
| A4720 | HVAC Rough-Ins | 15 | 03-Jul-15 | 23-Jul-15 |
| A4730 | Plumbing Rough-Ins | 10 | 03-Jul-15 | 16-Jul-15 |
| A4740 | Electric Rough-Ins | 20 | 03-Jul-15 | 30-Jul-15 |
| A4750 | Metal Stud Partition Rough-Ins | 30 | 03-Jul-15 | 13-Aug-15 |
| A4710 | Set RTU's | 5 | 31-Jul-15 | 06-Aug-15 |
| A4700 | New Exterior Storefront, Glass & Glazing | 10 | 07-Aug-15 | 20-Aug-15 |
| A4760 | Insulation & Drywall | 15 | 14-Aug-15 | 03-Sep-15 |
| A4770 | Ceiling Grid | 15 | 04-Sep-15 | 24-Sep-15 |
| A4780 | Paint | 10 | 25-Sep-15 | 08-Oct-15 |
| A4790 | Mechanical Finishes | 15 | 09-Oct-15 | 29-Oct-15 |
| A4800 | Plumbing Finishes | 10 | 09-Oct-15 | 22-Oct-15 |
| A4810 | Electric Finishes | 20 | 09-Oct-15 | 05-Nov-15 |
| A4840 | Flooring | 15 | 09-Oct-15 | 29-Oct-15 |
| A4820 | Safety & Secutity Equipment | 15 | 30-Oct-15 | 19-Nov-15 |
| A4830 | Safe & Cash Handling Equipment | 10 | 30-Oct-15 | 12-Nov-15 |
| A4850 | Millwork & Specilty Finishes | 20 | 30-Oct-15 | 26-Nov-15 |
| A4860 | Signage | 5 | 13-Nov-15 | 19-Nov-15 |
| A4870 | Project Complete and Prepaired for Operations | 0 | | 26-Nov-15 |
| **Yonkers Dispensary Construction** | | 125 | 05-Jun-15 | 26-Nov-15 |
| A4900 | Inspect and Accept Space From Landlord | 0 | 05-Jun-15 | |
| A5110 | Order RTU's and Long Lead Equipment | 40 | 05-Jun-15 | 30-Jul-15 |

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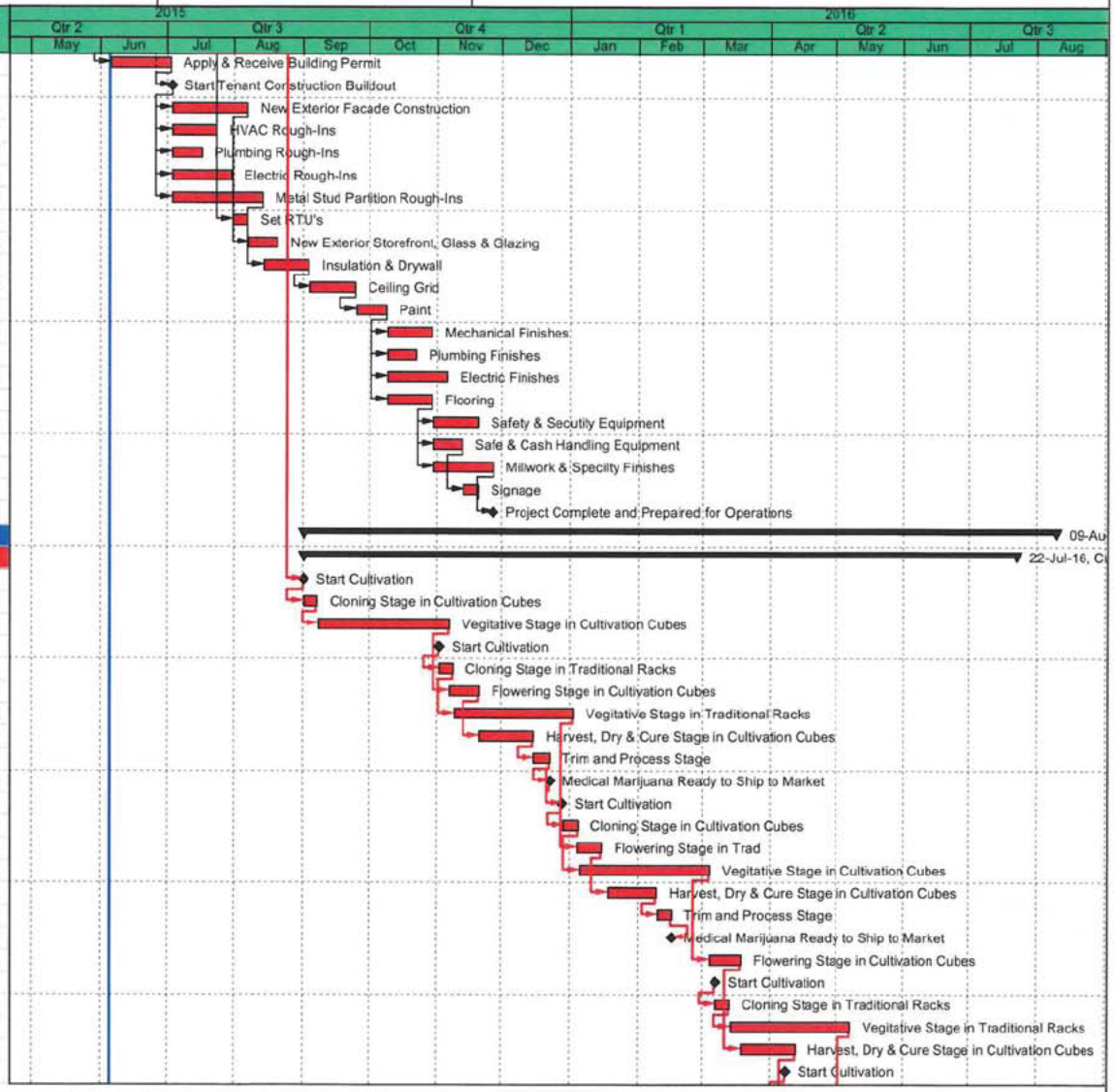
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A5120 | Apply & Receive Building Permit | 20 | 05-Jun-15 | 02-Jul-15 |
| A4910 | Start Tenant Construction Buildout | 0 | 03-Jul-15 | |
| A4920 | New Exterior Facade Construction | 25 | 03-Jul-15 | 06-Aug-15 |
| A4950 | HVAC Rough-Ins | 15 | 03-Jul-15 | 23-Jul-15 |
| A4960 | Plumbing Rough-Ins | 10 | 03-Jul-15 | 16-Jul-15 |
| A4970 | Electric Rough-Ins | 20 | 03-Jul-15 | 30-Jul-15 |
| A4980 | Metal Stud Partition Rough-Ins | 30 | 03-Jul-15 | 13-Aug-15 |
| A4940 | Set RTU's | 5 | 31-Jul-15 | 06-Aug-15 |
| A4930 | New Exterior Storefront, Glass & Glazing | 10 | 07-Aug-15 | 20-Aug-15 |
| A4990 | Insulation & Drywall | 15 | 14-Aug-15 | 03-Sep-15 |
| A5000 | Ceiling Grid | 15 | 04-Sep-15 | 24-Sep-15 |
| A5010 | Paint | 10 | 25-Sep-15 | 08-Oct-15 |
| A5020 | Mechanical Finishes | 15 | 09-Oct-15 | 29-Oct-15 |
| A5030 | Plumbing Finishes | 10 | 09-Oct-15 | 22-Oct-15 |
| A5040 | Electric Finishes | 20 | 09-Oct-15 | 05-Nov-15 |
| A5070 | Flooring | 15 | 09-Oct-15 | 29-Oct-15 |
| A5050 | Safety & Secutity Equipment | 15 | 30-Oct-15 | 19-Nov-15 |
| A5060 | Safe & Cash Handling Equipment | 10 | 30-Oct-15 | 12-Nov-15 |
| A5080 | Millwork & Specilty Finishes | 20 | 30-Oct-15 | 26-Nov-15 |
| A5090 | Signage | 5 | 13-Nov-15 | 19-Nov-15 |
| A5100 | Project Complete and Prepaired for Operations | 0 | | 26-Nov-15 |
| Manufacturing Facility Operations | | 246 | 01-Sep-15 | 09-Aug-16 |
| Cultivation Areas C1,2,3,4 & F1 Operations | | 234 | 01-Sep-15 | 22-Jul-16 |
| A1190 | Start Cultivation | 0 | 01-Sep-15 | |
| A1200 | Cloning Stage in Cultivation Cubes | 7 | 01-Sep-15 | 07-Sep-15 |
| A1210 | Vegitative Stage in Cultivation Cubes | 60 | 08-Sep-15 | 06-Nov-15 |
| A2570 | Start Cultivation | 0 | 02-Nov-15* | |
| A2580 | Cloning Stage in Traditional Racks | 7 | 02-Nov-15 | 08-Nov-15 |
| A1220 | Flowering Stage in Cultivation Cubes | 10 | 06-Nov-15 | 20-Nov-15 |
| A2590 | Vegitative Stage in Traditional Racks | 55 | 09-Nov-15 | 02-Jan-16 |
| A1230 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 20-Nov-15 | 15-Dec-15 |
| A1250 | Trim and Process Stage | 5 | 15-Dec-15 | 22-Dec-15 |
| A1255 | Medical Marijuana Ready to Ship to Market | 0 | | 22-Dec-15 |
| A2290 | Start Cultivation | 0 | 28-Dec-15 | |
| A2300 | Cloning Stage in Cultivation Cubes | 7 | 29-Dec-15 | 04-Jan-16 |
| A2600 | Flowering Stage in Trad | 10 | 04-Jan-16 | 15-Jan-16 |
| A2310 | Vegitative Stage in Cultivation Cubes | 60 | 05-Jan-16 | 04-Mar-16 |
| A2610 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 18-Jan-16 | 09-Feb-16 |
| A2620 | Trim and Process Stage | 5 | 10-Feb-16 | 16-Feb-16 |
| A2630 | Medical Marijuana Ready to Ship to Market | 0 | | 16-Feb-16 |
| A2320 | Flowering Stage in Cultivation Cubes | 10 | 04-Mar-16 | 18-Mar-16 |
| A2780 | Start Cultivation | 0 | 07-Mar-16* | |
| A2790 | Cloning Stage in Traditional Racks | 7 | 07-Mar-16 | 13-Mar-16 |
| A2800 | Vegitative Stage in Traditional Racks | 55 | 14-Mar-16 | 07-May-16 |
| A2330 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 18-Mar-16 | 12-Apr-16 |
| A2850 | Start Cultivation | 0 | 08-Apr-16* | |



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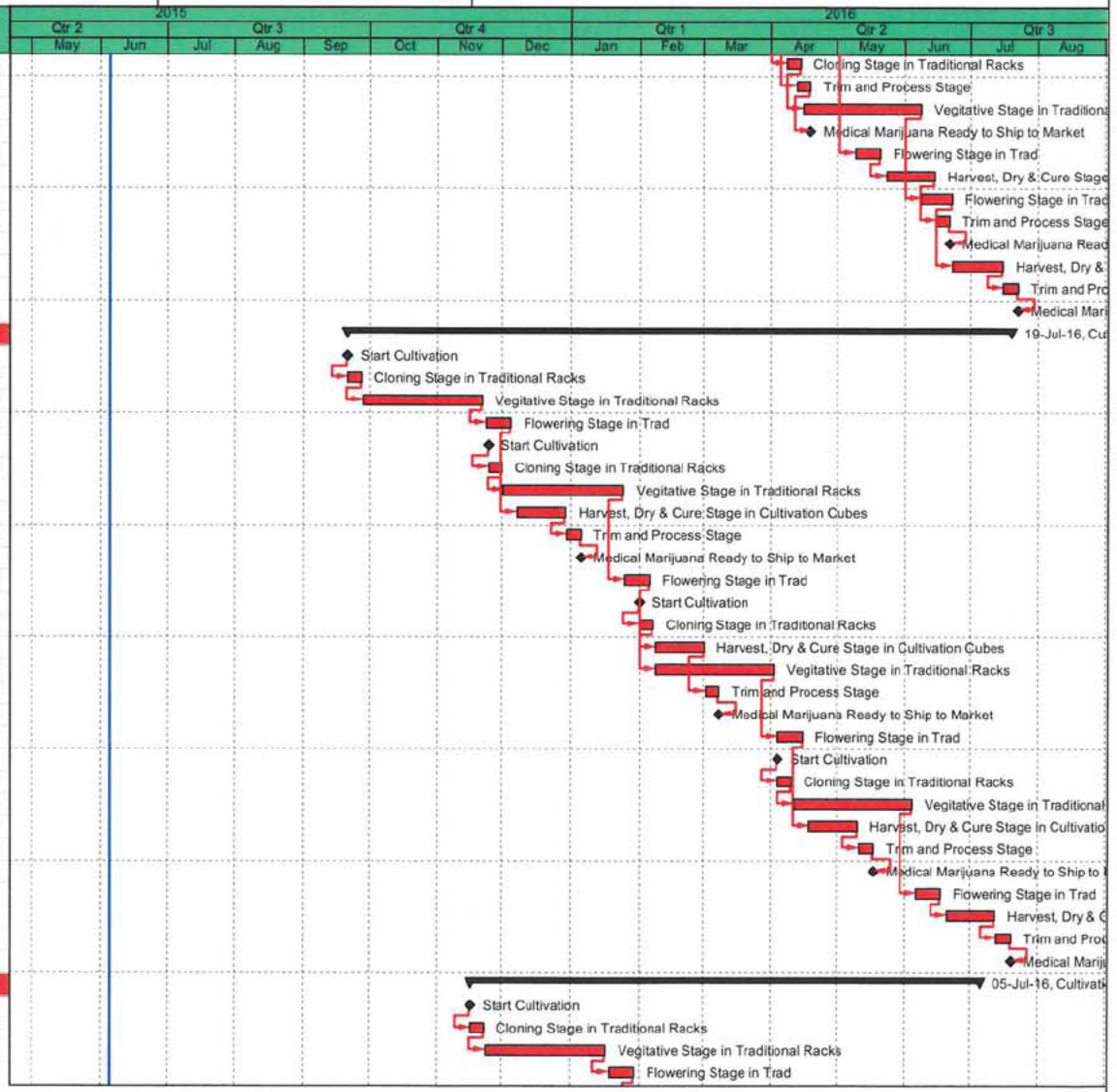
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A2860 | Cloning Stage in Traditional Racks | 7 | 08-Apr-16 | 14-Apr-16 |
| A2340 | Trim and Process Stage | 4 | 12-Apr-16 | 18-Apr-16 |
| A2870 | Vegitative Stage in Traditional Racks | 55 | 15-Apr-16 | 08-Jun-16 |
| A2350 | Medical Marijuana Ready to Ship to Market | 0 | | 18-Apr-16 |
| A2810 | Flowering Stage in Trad | 10 | 09-May-16 | 20-May-16 |
| A2820 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 23-May-16 | 14-Jun-16 |
| A2880 | Flowering Stage in Trad | 10 | 08-Jun-16 | 22-Jun-16 |
| A2830 | Trim and Process Stage | 5 | 15-Jun-16 | 21-Jun-16 |
| A2840 | Medical Marijuana Ready to Ship to Market | 0 | | 21-Jun-16 |
| A2890 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 22-Jun-16 | 15-Jul-16 |
| A2900 | Trim and Process Stage | 5 | 15-Jul-16 | 22-Jul-16 |
| A2910 | Medical Marijuana Ready to Ship to Market | 0 | | 22-Jul-16 |
| **Cultivation Area HDCS1 Operations** | | 217 | 21-Sep-15 | 19-Jul-16 |
| A2710 | Start Cultivation | 0 | 21-Sep-15* | |
| A2720 | Cloning Stage in Traditional Racks | 7 | 21-Sep-15 | 27-Sep-15 |
| A2730 | Vegitative Stage in Traditional Racks | 55 | 28-Sep-15 | 21-Nov-15 |
| A2740 | Flowering Stage in Trad | 10 | 23-Nov-15 | 04-Dec-15 |
| A2640 | Start Cultivation | 0 | 24-Nov-15* | |
| A2650 | Cloning Stage in Traditional Racks | 7 | 24-Nov-15 | 30-Nov-15 |
| A2660 | Vegitative Stage in Traditional Racks | 55 | 01-Dec-15 | 24-Jan-16 |
| A2750 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 07-Dec-15 | 29-Dec-15 |
| A2760 | Trim and Process Stage | 5 | 30-Dec-15 | 05-Jan-16 |
| A2770 | Medical Marijuana Ready to Ship to Market | 0 | | 05-Jan-16 |
| A2670 | Flowering Stage in Trad | 10 | 25-Jan-16 | 05-Feb-16 |
| A2920 | Start Cultivation | 0 | 01-Feb-16* | |
| A2930 | Cloning Stage in Traditional Racks | 7 | 01-Feb-16 | 07-Feb-16 |
| A2680 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 08-Feb-16 | 01-Mar-16 |
| A2940 | Vegitative Stage in Traditional Racks | 55 | 08-Feb-16 | 02-Apr-16 |
| A2690 | Trim and Process Stage | 5 | 02-Mar-16 | 08-Mar-16 |
| A2700 | Medical Marijuana Ready to Ship to Market | 0 | | 08-Mar-16 |
| A2950 | Flowering Stage in Trad | 10 | 04-Apr-16 | 15-Apr-16 |
| A2990 | Start Cultivation | 0 | 04-Apr-16* | |
| A3000 | Cloning Stage in Traditional Racks | 7 | 04-Apr-16 | 10-Apr-16 |
| A3010 | Vegitative Stage in Traditional Racks | 55 | 11-Apr-16 | 04-Jun-16 |
| A2960 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 18-Apr-16 | 10-May-16 |
| A2970 | Trim and Process Stage | 5 | 11-May-16 | 17-May-16 |
| A2980 | Medical Marijuana Ready to Ship to Market | 0 | | 17-May-16 |
| A3020 | Flowering Stage in Trad | 10 | 06-Jun-16 | 17-Jun-16 |
| A3030 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 20-Jun-16 | 12-Jul-16 |
| A3040 | Trim and Process Stage | 5 | 13-Jul-16 | 19-Jul-16 |
| A3050 | Medical Marijuana Ready to Ship to Market | 0 | | 19-Jul-16 |
| **Cultivation Area F2 Operations** | | 167 | 16-Nov-15 | 05-Jul-16 |
| A1310 | Start Cultivation | 0 | 16-Nov-15* | |
| A1320 | Cloning Stage in Traditional Racks | 7 | 16-Nov-15 | 22-Nov-15 |
| A1330 | Vegitative Stage in Traditional Racks | 55 | 23-Nov-15 | 16-Jan-16 |
| A1340 | Flowering Stage in Trad | 10 | 18-Jan-16 | 29-Jan-16 |



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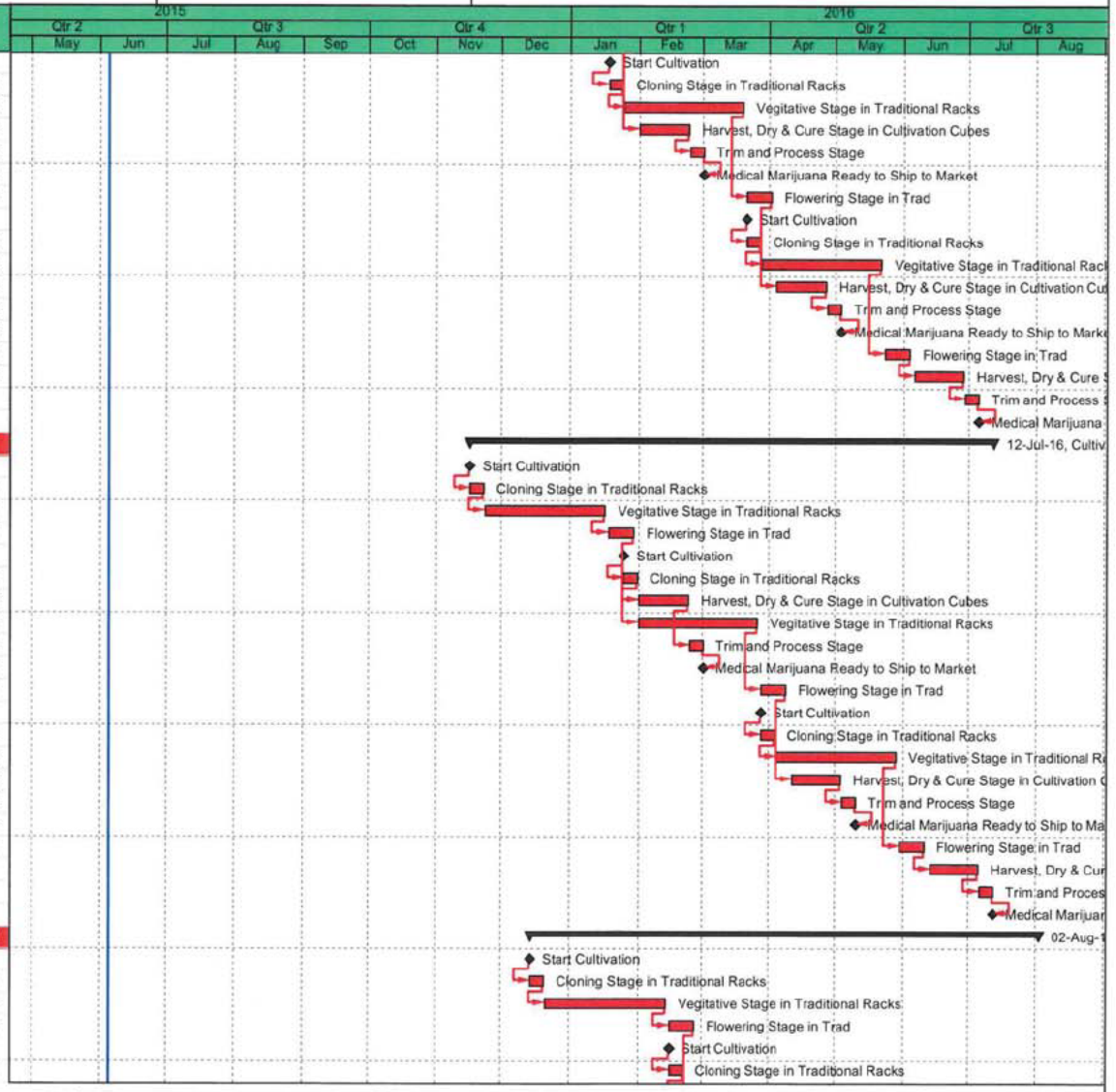
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A2430 | Start Cultivation | 0 | 18-Jan-16* | |
| A2440 | Cloning Stage in Traditional Racks | 7 | 18-Jan-16 | 24-Jan-16 |
| A2450 | Vegitative Stage in Traditional Racks | 55 | 25-Jan-16 | 19-Mar-16 |
| A1350 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 01-Feb-16 | 23-Feb-16 |
| A1360 | Trim and Process Stage | 5 | 24-Feb-16 | 01-Mar-16 |
| A1370 | Medical Marijuana Ready to Ship to Market | 0 | | 01-Mar-16 |
| A2460 | Flowering Stage in Trad | 10 | 21-Mar-16 | 01-Apr-16 |
| A2500 | Start Cultivation | 0 | 21-Mar-16* | |
| A2510 | Cloning Stage in Traditional Racks | 7 | 21-Mar-16 | 27-Mar-16 |
| A2520 | Vegitative Stage in Traditional Racks | 55 | 28-Mar-16 | 21-May-16 |
| A2470 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 04-Apr-16 | 26-Apr-16 |
| A2480 | Trim and Process Stage | 5 | 27-Apr-16 | 03-May-16 |
| A2490 | Medical Marijuana Ready to Ship to Market | 0 | | 03-May-16 |
| A2530 | Flowering Stage in Trad | 10 | 23-May-16 | 03-Jun-16 |
| A2540 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 06-Jun-16 | 28-Jun-16 |
| A2550 | Trim and Process Stage | 5 | 29-Jun-16 | 05-Jul-16 |
| A2560 | Medical Marijuana Ready to Ship to Market | 0 | | 05-Jul-16 |
| **Cultivation Area F3 Operations** | | 172 | 16-Nov-15 | 12-Jul-16 |
| A2360 | Start Cultivation | 0 | 16-Nov-15* | |
| A2370 | Cloning Stage in Traditional Racks | 7 | 16-Nov-15 | 22-Nov-15 |
| A2380 | Vegitative Stage in Traditional Racks | 55 | 23-Nov-15 | 16-Jan-16 |
| A2390 | Flowering Stage in Trad | 10 | 18-Jan-16 | 29-Jan-16 |
| A3060 | Start Cultivation | 0 | 25-Jan-16* | |
| A3070 | Cloning Stage in Traditional Racks | 7 | 25-Jan-16 | 31-Jan-16 |
| A2400 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 01-Feb-16 | 23-Feb-16 |
| A3080 | Vegitative Stage in Traditional Racks | 55 | 01-Feb-16 | 26-Mar-16 |
| A2410 | Trim and Process Stage | 5 | 24-Feb-16 | 01-Mar-16 |
| A2420 | Medical Marijuana Ready to Ship to Market | 0 | | 01-Mar-16 |
| A3090 | Flowering Stage in Trad | 10 | 28-Mar-16 | 08-Apr-16 |
| A3130 | Start Cultivation | 0 | 28-Mar-16* | |
| A3140 | Cloning Stage in Traditional Racks | 7 | 28-Mar-16 | 03-Apr-16 |
| A3150 | Vegitative Stage in Traditional Racks | 55 | 04-Apr-16 | 28-May-16 |
| A3100 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 11-Apr-16 | 03-May-16 |
| A3110 | Trim and Process Stage | 5 | 04-May-16 | 10-May-16 |
| A3120 | Medical Marijuana Ready to Ship to Market | 0 | | 10-May-16 |
| A3160 | Flowering Stage in Trad | 10 | 30-May-16 | 10-Jun-16 |
| A3170 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 13-Jun-16 | 05-Jul-16 |
| A3180 | Trim and Process Stage | 5 | 06-Jul-16 | 12-Jul-16 |
| A3190 | Medical Marijuana Ready to Ship to Market | 0 | | 12-Jul-16 |
| **Cultivation Area F4 Operations** | | 167 | 14-Dec-15 | 02-Aug-16 |
| A3260 | Start Cultivation | 0 | 14-Dec-15* | |
| A3270 | Cloning Stage in Traditional Racks | 7 | 14-Dec-15 | 20-Dec-15 |
| A3280 | Vegitative Stage in Traditional Racks | 55 | 21-Dec-15 | 13-Feb-16 |
| A3290 | Flowering Stage in Trad | 10 | 15-Feb-16 | 26-Feb-16 |
| A3330 | Start Cultivation | 0 | 15-Feb-16* | |
| A3340 | Cloning Stage in Traditional Racks | 7 | 15-Feb-16 | 21-Feb-16 |






TASK filter: All Activities

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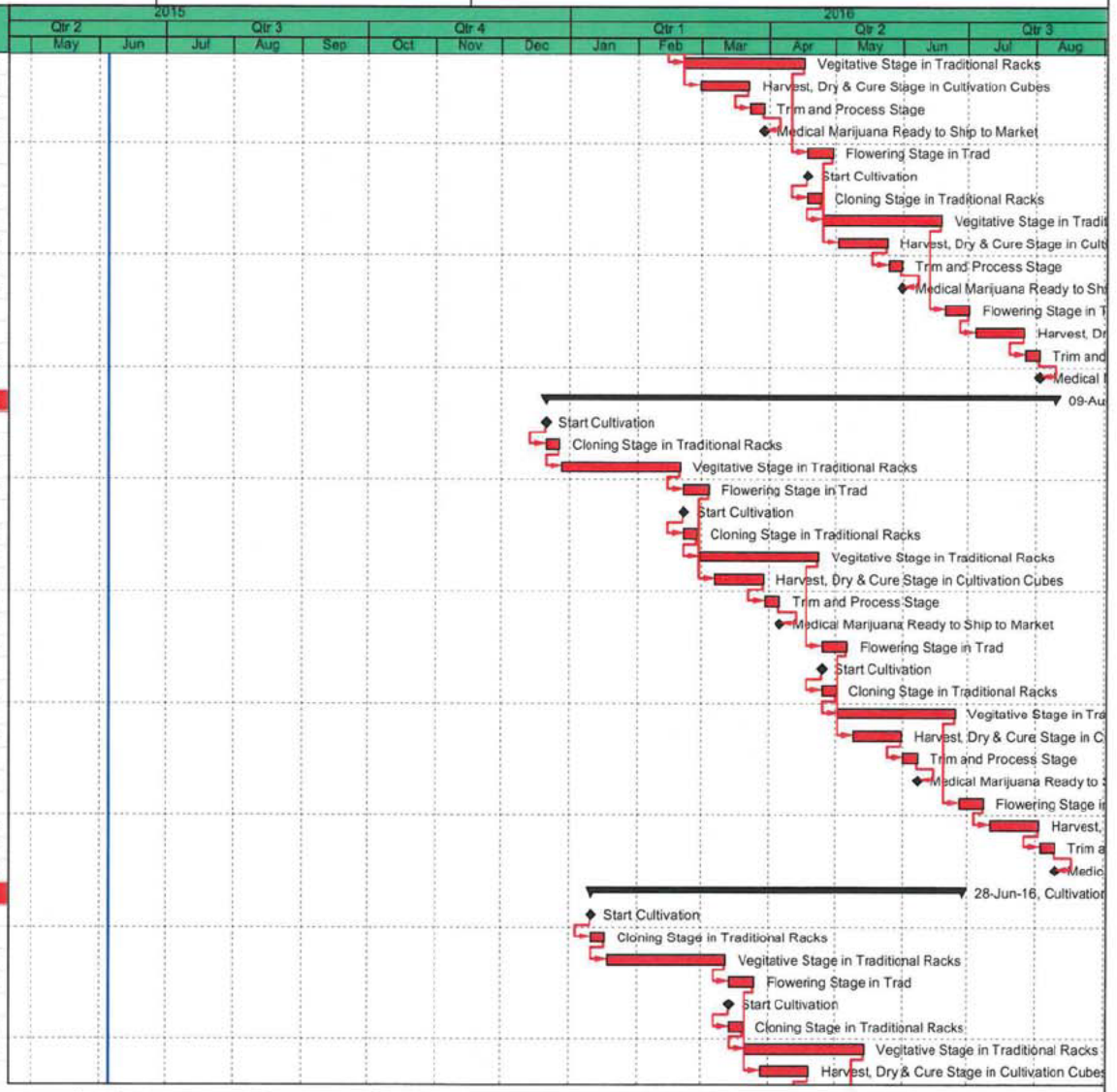
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A3350 | Vegitative Stage in Traditional Racks | 55 | 22-Feb-16 | 16-Apr-16 |
| A3300 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 29-Feb-16 | 22-Mar-16 |
| A3310 | Trim and Process Stage | 5 | 23-Mar-16 | 29-Mar-16 |
| A3320 | Medical Marijuana Ready to Ship to Market | 0 | | 29-Mar-16 |
| A3360 | Flowering Stage in Trad | 10 | 18-Apr-16 | 29-Apr-16 |
| A3400 | Start Cultivation | 0 | 18-Apr-16* | |
| A3410 | Cloning Stage in Traditional Racks | 7 | 18-Apr-16 | 24-Apr-16 |
| A3420 | Vegitative Stage in Traditional Racks | 55 | 25-Apr-16 | 18-Jun-16 |
| A3370 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 02-May-16 | 24-May-16 |
| A3380 | Trim and Process Stage | 5 | 25-May-16 | 31-May-16 |
| A3390 | Medical Marijuana Ready to Ship to Market | 0 | | 31-May-16 |
| A3430 | Flowering Stage in Trad | 10 | 20-Jun-16 | 01-Jul-16 |
| A3440 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 04-Jul-16 | 26-Jul-16 |
| A3450 | Trim and Process Stage | 5 | 27-Jul-16 | 02-Aug-16 |
| A3460 | Medical Marijuana Ready to Ship to Market | 0 | | 02-Aug-16 |
| Cultivation Area F5 Operations | | 167 | 21-Dec-15 | 09-Aug-16 |
| A3470 | Start Cultivation | 0 | 21-Dec-15* | |
| A3480 | Cloning Stage in Traditional Racks | 7 | 21-Dec-15 | 27-Dec-15 |
| A3490 | Vegitative Stage in Traditional Racks | 55 | 28-Dec-15 | 20-Feb-16 |
| A3500 | Flowering Stage in Trad | 10 | 22-Feb-16 | 04-Mar-16 |
| A3540 | Start Cultivation | 0 | 22-Feb-16* | |
| A3550 | Cloning Stage in Traditional Racks | 7 | 22-Feb-16 | 28-Feb-16 |
| A3560 | Vegitative Stage in Traditional Racks | 55 | 29-Feb-16 | 23-Apr-16 |
| A3510 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 07-Mar-16 | 29-Mar-16 |
| A3520 | Trim and Process Stage | 5 | 30-Mar-16 | 05-Apr-16 |
| A3530 | Medical Marijuana Ready to Ship to Market | 0 | | 05-Apr-16 |
| A3570 | Flowering Stage in Trad | 10 | 25-Apr-16 | 06-May-16 |
| A3610 | Start Cultivation | 0 | 25-Apr-16* | |
| A3620 | Cloning Stage in Traditional Racks | 7 | 25-Apr-16 | 01-May-16 |
| A3630 | Vegitative Stage in Traditional Racks | 55 | 02-May-16 | 25-Jun-16 |
| A3580 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 09-May-16 | 31-May-16 |
| A3590 | Trim and Process Stage | 5 | 01-Jun-16 | 07-Jun-16 |
| A3600 | Medical Marijuana Ready to Ship to Market | 0 | | 07-Jun-16 |
| A3640 | Flowering Stage in Trad | 10 | 27-Jun-16 | 08-Jul-16 |
| A3650 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 11-Jul-16 | 02-Aug-16 |
| A3660 | Trim and Process Stage | 5 | 03-Aug-16 | 09-Aug-16 |
| A3670 | Medical Marijuana Ready to Ship to Market | 0 | | 09-Aug-16 |
| Cultivation Area F6 Operations | | 122 | 11-Jan-16 | 28-Jun-16 |
| A3680 | Start Cultivation | 0 | 11-Jan-16* | |
| A3690 | Cloning Stage in Traditional Racks | 7 | 11-Jan-16 | 17-Jan-16 |
| A3700 | Vegitative Stage in Traditional Racks | 55 | 18-Jan-16 | 12-Mar-16 |
| A3710 | Flowering Stage in Trad | 10 | 14-Mar-16 | 25-Mar-16 |
| A3750 | Start Cultivation | 0 | 14-Mar-16* | |
| A3760 | Cloning Stage in Traditional Racks | 7 | 14-Mar-16 | 20-Mar-16 |
| A3770 | Vegitative Stage in Traditional Racks | 55 | 21-Mar-16 | 14-May-16 |
| A3720 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 28-Mar-16 | 19-Apr-16 |






TASK filter: All Activities

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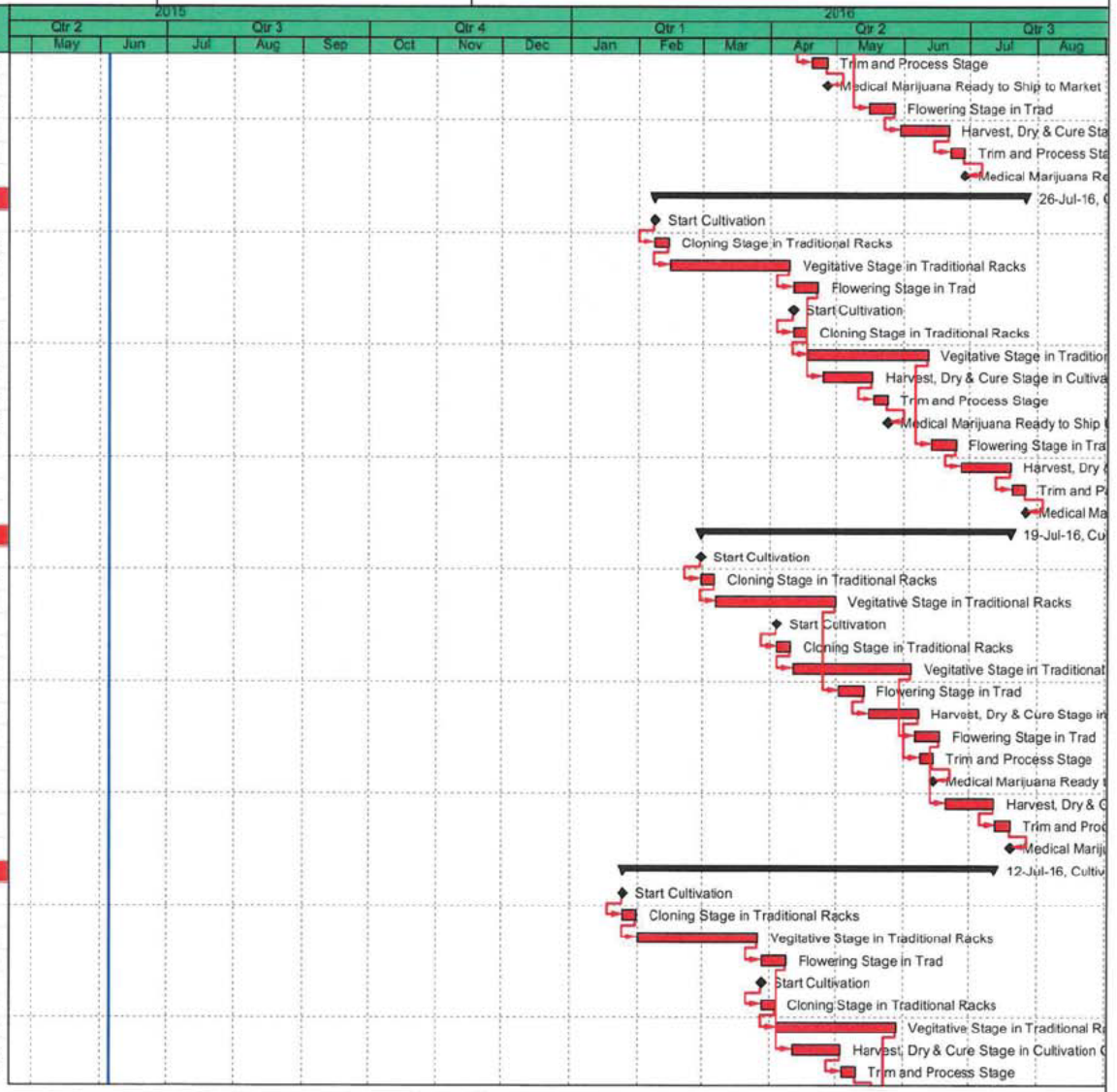
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A3730 | Trim and Process Stage | 5 | 20-Apr-16 | 26-Apr-16 |
| A3740 | Medical Marijuana Ready to Ship to Market | 0 | | 26-Apr-16 |
| A3780 | Flowering Stage in Trad | 10 | 16-May-16 | 27-May-16 |
| A3790 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 30-May-16 | 21-Jun-16 |
| A3800 | Trim and Process Stage | 5 | 22-Jun-16 | 28-Jun-16 |
| A3810 | Medical Marijuana Ready to Ship to Market | 0 | | 28-Jun-16 |
| **Cultivation Area F7 Operations** | | 122 | 08-Feb-16 | 26-Jul-16 |
| A3820 | Start Cultivation | 0 | 08-Feb-16* | |
| A3830 | Cloning Stage in Traditional Racks | 7 | 08-Feb-16 | 14-Feb-16 |
| A3840 | Vegitative Stage in Traditional Racks | 55 | 15-Feb-16 | 09-Apr-16 |
| A3850 | Flowering Stage in Trad | 10 | 11-Apr-16 | 22-Apr-16 |
| A3890 | Start Cultivation | 0 | 11-Apr-16* | |
| A3900 | Cloning Stage in Traditional Racks | 7 | 11-Apr-16 | 17-Apr-16 |
| A3910 | Vegitative Stage in Traditional Racks | 55 | 18-Apr-16 | 11-Jun-16 |
| A3860 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 25-Apr-16 | 17-May-16 |
| A3870 | Trim and Process Stage | 5 | 18-May-16 | 24-May-16 |
| A3880 | Medical Marijuana Ready to Ship to Market | 0 | | 24-May-16 |
| A3920 | Flowering Stage in Trad | 10 | 13-Jun-16 | 24-Jun-16 |
| A3930 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 27-Jun-16 | 19-Jul-16 |
| A3940 | Trim and Process Stage | 5 | 20-Jul-16 | 26-Jul-16 |
| A3950 | Medical Marijuana Ready to Ship to Market | 0 | | 26-Jul-16 |
| **Cultivation Area F8 Operations** | | 102 | 29-Feb-16 | 19-Jul-16 |
| A3960 | Start Cultivation | 0 | 29-Feb-16* | |
| A3970 | Cloning Stage in Traditional Racks | 7 | 29-Feb-16 | 06-Mar-16 |
| A3980 | Vegitative Stage in Traditional Racks | 55 | 07-Mar-16 | 30-Apr-16 |
| A4030 | Start Cultivation | 0 | 04-Apr-16* | |
| A4040 | Cloning Stage in Traditional Racks | 7 | 04-Apr-16 | 10-Apr-16 |
| A4050 | Vegitative Stage in Traditional Racks | 55 | 11-Apr-16 | 04-Jun-16 |
| A3990 | Flowering Stage in Trad | 10 | 02-May-16 | 13-May-16 |
| A4000 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 16-May-16 | 07-Jun-16 |
| A4060 | Flowering Stage in Trad | 10 | 06-Jun-16 | 17-Jun-16 |
| A4010 | Trim and Process Stage | 5 | 08-Jun-16 | 14-Jun-16 |
| A4020 | Medical Marijuana Ready to Ship to Market | 0 | | 14-Jun-16 |
| A4070 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 20-Jun-16 | 12-Jul-16 |
| A4080 | Trim and Process Stage | 5 | 13-Jul-16 | 19-Jul-16 |
| A4090 | Medical Marijuana Ready to Ship to Market | 0 | | 19-Jul-16 |
| **Cultivation Area F9 Operations** | | 122 | 25-Jan-16 | 12-Jul-16 |
| A4100 | Start Cultivation | 0 | 25-Jan-16* | |
| A4110 | Cloning Stage in Traditional Racks | 7 | 25-Jan-16 | 31-Jan-16 |
| A4120 | Vegitative Stage in Traditional Racks | 55 | 01-Feb-16 | 26-Mar-16 |
| A4130 | Flowering Stage in Trad | 10 | 28-Mar-16 | 08-Apr-16 |
| A4170 | Start Cultivation | 0 | 28-Mar-16* | |
| A4180 | Cloning Stage in Traditional Racks | 7 | 28-Mar-16 | 03-Apr-16 |
| A4190 | Vegitative Stage in Traditional Racks | 55 | 04-Apr-16 | 28-May-16 |
| A4140 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 11-Apr-16 | 03-May-16 |
| A4150 | Trim and Process Stage | 5 | 04-May-16 | 10-May-16 |



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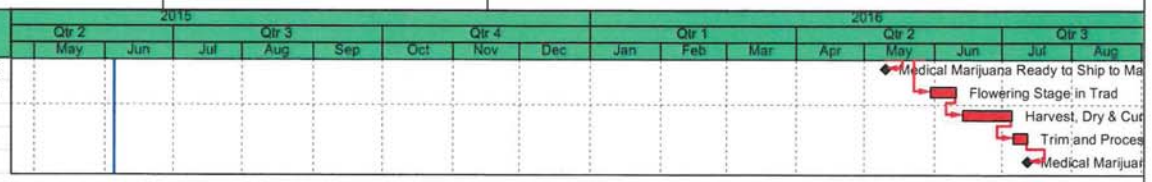
# Great Lakes Medicinals: Construction and Operations Schedule

Data Date: 05-Jun-15

| Activity ID | Activity Name | Duration | Start | Finish |
|---|---|---|---|---|
| A4160 | Medical Marijuana Ready to Ship to Market | 0 | | 10-May-16 |
| A4200 | Flowering Stage in Trad | 10 | 30-May-16 | 10-Jun-16 |
| A4210 | Harvest, Dry & Cure Stage in Cultivation Cubes | 17 | 13-Jun-16 | 05-Jul-16 |
| A4220 | Trim and Process Stage | 5 | 06-Jul-16 | 12-Jul-16 |
| A4230 | Medical Marijuana Ready to Ship to Market | 0 | | 12-Jul-16 |



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