June 4, 2015

NORTH COUNTRY ROOTS

Dr. Howard Zucker
Commissioner of Health
New York State Department of Health
Bureau of Narcotic Enforcement
Medical Marijuana Program
150 Broadway Albany, NY 12204

Dear Dr. Zucker,

In an effort to ensure the best readability of the printed application and copies, North Country Roots, Inc. has included the following statement with clarifying information on redaction instructions and requests in the included electronic searchable pdf version of our application documents only. We ask that any requests for information made by the public be provided only from the electronic version after requested redactions are completed. Please do not provide public copies of the submitted printed application and copies provided.

> "Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this [page, paragraph, section, or article] (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

Importantly, we have requested complete redaction of all information pertaining to our security scheme, including all materials, operating procedures and equipment.

Please advise if you have any questions regarding our request for protection of our trade secrets within the application.

Thank you,

Doug Butdorf, President & CEO
North Country Roots, Inc.
64 Trafalgar Dr.
Plattsburgh, NY 12901
518-966-6277
butdorf@northcountryroots.com

Who We Are

NORTH COUNTRY ROOTS

Our mission is to provide safe, consistent and affordable medical marijuana products to our patients utilizing financially, environmentally and socially responsible and sustainable business practices.

NORTH COUNTRY ROOTS

Douglas Butdorf, *President & CEO*

Primary responsibility for
Grow Operations and Corporate Management

Doug's entrepreneurial management successes and business development skills coupled with his service to the community with organizations that train and implement Good Agricultural Practices make him the strong Chief Executive our business needs in a fast-moving industry.

Thomas Gosrich, J.D. RPh, *Vice President & Secretary*

Primary responsibility for
Product Manufacture, QA and Pharmacy Operations

Thom has been an innovator for over 20 years in highly technical and rigorous pharmacy compliance management positions. A leader in Northern New York's medical care community, his consistent advocacy for patient care priorities and process safety exemplify NCR's culture.

Sgt. Eduardo Suarez, *Vice President & Treasurer*

Primary responsibility for
Technology, Security and Logistics

Eddie is a veteran New York State Law enforcement officer and a Division of Criminal Justices Services Certified Instructor with primary building and personnel safety responsibilities across several counties. This experience plus his professional technology management capabilities provides a solid foundation for the safety of our personnel, patients and products.

NORTH COUNTRY ROOTS

Jacob Perkinson, Esq., *Board Member (Proxy for Ceres Project Management)*

The Ceres team brings significant experience developing and running licensed seed-to-sale medical marijuana operations in Vermont. Our close association with Ceres facilitates a fast start for our operations and provides our business with direction based on a proven track record in regulated medical marijuana markets in the Northeast US.

Casey Brown, *Board Member*

Casey's career from [redacted] to [redacted], gives her a wide degree of professional financial capabilities which she will leverage as she provides expert guidance and governs North Country Roots from the board.

Dr. Richard Frost, *Board Member*

Dr. Frost's career as a physician practicing in the North Country spanned positions from [redacted] to practicing internal medicine and providing care for a population of adults with development conditions, which he continues to this day. From his position on the board, Dr. Frost will help direct our patient research, exploring the benefits of our products and coordinating our findings with the Department of Health.

Dr. Gary Hanley, *Board Member*

Dr. Hanley is a successful pharmaceutical manufacturing innovator and entrepreneur. His [redacted] and [redacted], are strong contributors to the North Country's economic success and job retention. His experience in FDA-regulated pharmaceutical business management will provide effective oversight for our growing business.

NORTH COUNTRY ROOTS

Executive Summary

NORTH COUNTRY ROOTS

Executive Summary

The Compassionate Care Act will be transformational. It will enable the relief of suffering and improve the quality of life for thousands of New Yorkers with debilitating diseases. North Country Roots, Inc. (NCR) is committed to its success and to making it a model for State Medical Marijuana Programs.

We envisage a unique program, customized to the needs of our state. One that is limited in scope initially but can widen as the clinical research and science becomes more clear, one that reaches beyond the major metropolitan areas to ensure quality access, regardless of where the patient resides, taking account of the challenges faced in the rural areas of our State.

Our application demonstrates that NCR has a mission and business plan that meets and exceeds the requirements of the State of New York's CCA. We are poised to quickly deliver product to patients within the timescale contemplated by the law:

- we have secured all our manufacturing and retail facilities
- we have an innovative but real-world plan of phased production and planned growth that will ensure consistent supply and access for New Yorkers
- we are committed to our patients; evidenced by our acknowledgement that we are taking on 30% of the State landmass, a total of over 2,000,000 people
- we are committed to our patients' communities by making direct contributions from profits back to the communities we serve.

Further, we have the competence and the passion to implement these plans.

The founders and principals, Doug Butdorf, Eddie Suarez, and Thom Gosrich live here, work here, and have put down roots here. We have deep connections and a great personal stake in ensuring that the CCA is implemented responsibly. We know that our experience, moral compass, business ethics and skills make us well qualified to operate as a Registered Organization.

ACCESS - serving underserved communities in Northern New York

Our mission is to ensure that traditionally underserved communities have access to this new treatment option on equal terms with all New Yorkers. The NYS DOH's North Country Health Systems Redesign Commission Report details how rising chronic illness in the North Country is compounded by many factors including:

- transportation challenges and patient access
- fewest primary care physicians per capita in New York (28% fewer than downstate)
- socio-economic challenges
- poor access to palliative care

NCR addresses these findings through an integrated company-wide solution to patient services, physician outreach and deliberate location selection.

Customer interactions will be seamlessly managed from our easy to navigate patient services web portal and telephone center. Our well-trained staff will review options with patients and provide appointments for dispensary pharmacist consultations. NCR will dedicate resources to physician outreach to ensure that the doctors who serve our region have information and access to a DoH approved course so patients can learn about their options from their own doctor; one they know and trust.

We have been meticulous in selecting the maximum number of allowable retail sites whilst optimizing geographic distribution, logistics and the well-documented need to improve healthcare access in rural New York.

As host to the area's largest hospital (CVPH), and its convenient location on the Northway (I-87), Plattsburgh would be our first dispensary location as well as the site of our cultivation and manufacturing facility. Residents of the Champlain Valley and Northeast Adirondacks frequently drive to Plattsburgh for groceries, entertainment and healthcare.

Our Utica location provides convenient access to patients in Central New York and the Mohawk Valley. Our Clifton Park (Halfmoon) location provides access to the Capital District and southeast Adirondacks and is 5 minutes from the Northway and 4 minutes from the recently opened NYOH Clifton Park Cancer Center. In addition, our Gouverneur dispensary is on Route 11 and extends patient access to the Thousand Islands and Northern Adirondacks.

COMMUNITY - making a positive economic impact where it is needed

We will be hands on principals; directing operations from the production floor, not from Colorado or even New York City. We have staked our personal standing in our community to address and work to assuage the fears of citizens concerned about the CCA. We see North Country Roots and its mission as a natural extension of our years of commitment to bettering our community and serving its people.

We are also mindful of our responsibilities as corporate citizens. Clinton County is home to a Pfizer Pharmaceuticals plant in Rouses Point that is scheduled to close in the Summer of 2015, leaving scores of highly trained pharmaceutical production workers unemployed.

We know the impact plant closures can have on a community. When the Plattsburgh Air Force base was decommissioned, it was state support for local businesses that sparked the area's recovery. We have worked with the NYS Department of Labor to help transition those trained pharma workers to new positions with NCR.

NCR's commitment to our community includes our economic impact in Northern New York. We will strive to exceed the wages paid to cannabis industry workers in other states. We owe the North Country more than minimum wage work and disposable employment. To prove our commitment to labor, we signed a labor peace agreement with the UFCW earlier than most because it is important to build a dedicated labor force that earns a living wage in return for its important work.

TRANSPARENCY - supportive and responsible local relationships

NCR's principals have adopted the values of transparency and proactivity. Within days of release of the draft regulations, we met with Plattsburgh Mayor James Calnon and other other municipal leaders to demonstrate our commitment to the region. Eddie's close relationship with local law enforcement allowed for candid discussions on the regulations and NCR's commitment to protecting the community from diverted medicine.

When we decided to pursue a dispensary location in Utica Mayor Robert Palmieri invited our team to City Hall where we painted a clear picture of our dispensary as a magnet for patients and their caregivers. They listened, they considered and they welcomed us. We have also been in regular contact with the Mayor of Gouverneur, Ron McDougall. He appreciates our concern for an often forgotten part of our State and knows that an NCR dispensary will provide living wage jobs and make Gouverneur a monthly stop for patients around the region.

We identify with the needs and concerns of our rural communities and the challenges they face in accessing health care on a par with other residents of the State. Thus, we have carefully selected and pre-negotiated sites for both manufacturing and retail operations.

Well before any other RO candidates, we openly addressed our community, explained the protections built into the regulations and answered questions from citizens regarding the CCA's impact on Clinton County and similar regions. NCR's early leadership resulted in both the City and Town of Plattsburgh passing unanimous resolutions in support of medical marijuana.

ASSETS and PROFESSIONALISM - hitting the ground running

In addition to the dedication and professionalism of its founders, NCR benefits from access to some of the most relevant and professional advice available:

Legal counsel: Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC.
The medical marijuana industry has a fluid legal status. We needed counsel that understood us and the complexities of the Federal and State regulations, corporate law and the North Country. We found that special connection in Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC. Their expertise in regulatory compliance and experience with the North Country Health Systems Redesign Commission Report materially informed our approach at every stage.

Real-world cannabis growing/dispensing experience: CERES Project Management LLC
We looked across Lake Champlain to Vermont to find a partner who thrives in an environment much like ours, that shared the North Country's economic concerns, rural healthcare distribution challenges and our philosophy of putting patient care first.

NCR has retained CERES as they are an established leader in the medical cannabis field operating two of Vermont's four not-for-profit medical marijuana dispensaries. Not only do they offer practical cultivation and commercial trading know how but from our first meeting we knew that CERES would provide the honest feedback and specialized, professional advice needed.

PROMISE

This Executive Summary has been unashamedly single minded in its focus on the importance of Northern New York. As you will read in our application, this vision is underpinned by a sustainable business plan which embraces:

- Strategy: combining the need for excellent relationships, with highly detailed planning
- Structure: a lean, effective organization; our principals are hands on
- Products: a commitment to pharmaceutical grade/organic ingredients and processes where possible (cultivation & manufacturing)
- Sustainable energy sources: low cost hydropower from Plattsburgh's Municipal Lighting Department
- Systems: ensuring safety, security and efficiency from seed to sale
- Staff/skills: the people needed to fill the key positions have already been nominated
- Openness: we intend to be a leader in compliance and a responsible corporate citizen

The founders of NCR, Doug, Eddie, and Thom believe that establishing a Registered Organization under NCR's business plan will ensure trusted and reliable access to relief from suffering to a large portion of New York while stimulating rural communities throughout our State.

Form DOH-5138 Application

NORTH COUNTRY ROOTS

NEW YORK STATE | Department of Health

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Section A: Business Entity Information		
1. Business Name: North Country Roots, Inc.		
2. Organization Type (choose one): ☑ For-profit ☐ Non-profit	3. Business Type (choose one): ☑ Corporation ☐ Limited Liability Company ☐ Sole Proprietorship ☐ General Partnership ☐ Limited Partnership ☐ Other:	
4. Phone: 518-966-6277	5. Fax: N/A	6. Email: butdorf@northcountryroots.com
7. Business Address: 64 Trafalgar Dr.		
8. City: Plattsburgh	9. State: NY	10. ZIP Code: 12901
11. Mailing Address (if different than Business Address):		
12. City:	13. State:	14. ZIP Code:
Section B: Primary Contact Information		
15. Name: Douglas Butdorf		16. Title: President & CEO
17. Phone: 518-966-6277	18. Fax: N/A	19. Email: butdorf@northcountryroots.com
20. Mailing Address: 64 Trafalgar Dr.		
21. City: Plattsburgh	22. State: NY	23. ZIP Code: 12901
Section C: Proposed Manufacturing Facility Information		
24. Proposed Facility Name: Plattsburgh Production Facility		
25. Proposed Facility Address: 22 Power Dam Way		
26. City: Plattsburgh	27. State: **NY**	28. ZIP Code: 12901
29. County: Clinton	30. 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.**	

31. Proposed Hours of Operation:

Monday:	7AM to 6:30 PM	Friday:	7AM to 6:30 PM
Tuesday:	7AM to 6:30 PM	Saturday:	7AM to 2:30 PM
Wednesday:	7AM to 6:30 PM	Sunday:	7AM to 2:30 PM
Thursday:	7AM to 6:30 PM		

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

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32. Proposed Facility Name:		
33. Proposed Facility Address:		
34. City:	35. State: **NY**	36. ZIP Code:
37. County:	38. Property Status (choose one): ☐ Owned by the applicant ☐ Leased by the applicant ☐ Other: **If you checked "Other" above, describe the property status in the field provided.**	
39. Proposed Hours of Operation: Monday: to Tuesday: to Wednesday: to Thursday: to Friday: to Saturday: to Sunday: to		

Section D: Proposed Dispensing Facility #1 Information

40. Proposed Facility Name: Plattsburgh Dispensary		
41. Proposed Facility Address: 675 New York Rt. 3		
42. City: Plattsburgh	43. State: **NY**	44. ZIP Code: 12901
45. County: Clinton	46. 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.**	
47. Proposed Hours of Operation: Monday: to Tuesday: 12 PM to 7PM Wednesday: 12 PM to 7PM Thursday: 12 PM to 7PM Friday: 12 PM to 7PM Saturday: 10 AM to 7 PM Sunday: to		

Section E: Proposed Dispensing Facility #2 Information

48. Proposed Facility Name: Utica Dispensary		
49. Proposed Facility Address: 350 Leland Ave		
50. City: Utica	51. State: **NY**	52. ZIP Code: 13502
53. County: Onieda	54. Property Status (choose one): ☐ Owned by the applicant ☑ Leased by the applicant ☐ Other: **If you checked "Other" above, describe the property status in the field provided.**	

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55. Proposed Hours of Operation:

Monday:	to	Friday:	12 PM to 7 PM
Tuesday:	12 PM to 7 PM	Saturday:	10 AM to 7 PM
Wednesday:	12 PM to 7 PM	Sunday:	to
Thursday:	12 PM to 7 PM		

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Clifton Park Dispensary

57. Proposed Facility Address: 215 Guideboard Rd.

58. City: Clifton Park	59. State: **NY**	60. ZIP Code: 12065

61. County: Saratoga

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:	to	Friday:	12 PM to 7 PM
Tuesday:	12 PM to 7 PM	Saturday:	10 AM to 7 PM
Wednesday:	12 PM to 7 PM	Sunday:	to
Thursday:	12 PM to 7 PM		

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Gouverneur Dispensary

65. Proposed Facility Address: 318 E. Main St

66. City: Gouverneur	67. State: **NY**	68. ZIP Code: 13642

69. County: St. Lawrence

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

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

71. Proposed Hours of Operation:

Monday:	to	Friday:	12 PM to 7 PM
Tuesday:	12 PM to 7 PM	Saturday:	10 AM to 7 PM
Wednesday:	12 PM to 7 PM	Sunday:	to
Thursday:	12 PM to 7 PM		

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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).

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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.**"

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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.**"

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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: May 26, 2015

97. Print Name: Douglas Butdorf

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: Donna M. DePasquale	Notary Registration Number: 01DE6257981
Notary (Notary Must Affix Stamp or Seal) **Donna M. DePasquale** **Notary Public, State of New York** **No. 01DE6257981** **Qualified in Clinton County** **Commission Expires: March 19, 2016**	Date: 05-26-2015

A: Identification of buildings and property

NORTH COUNTRY ROOTS

Attachment A

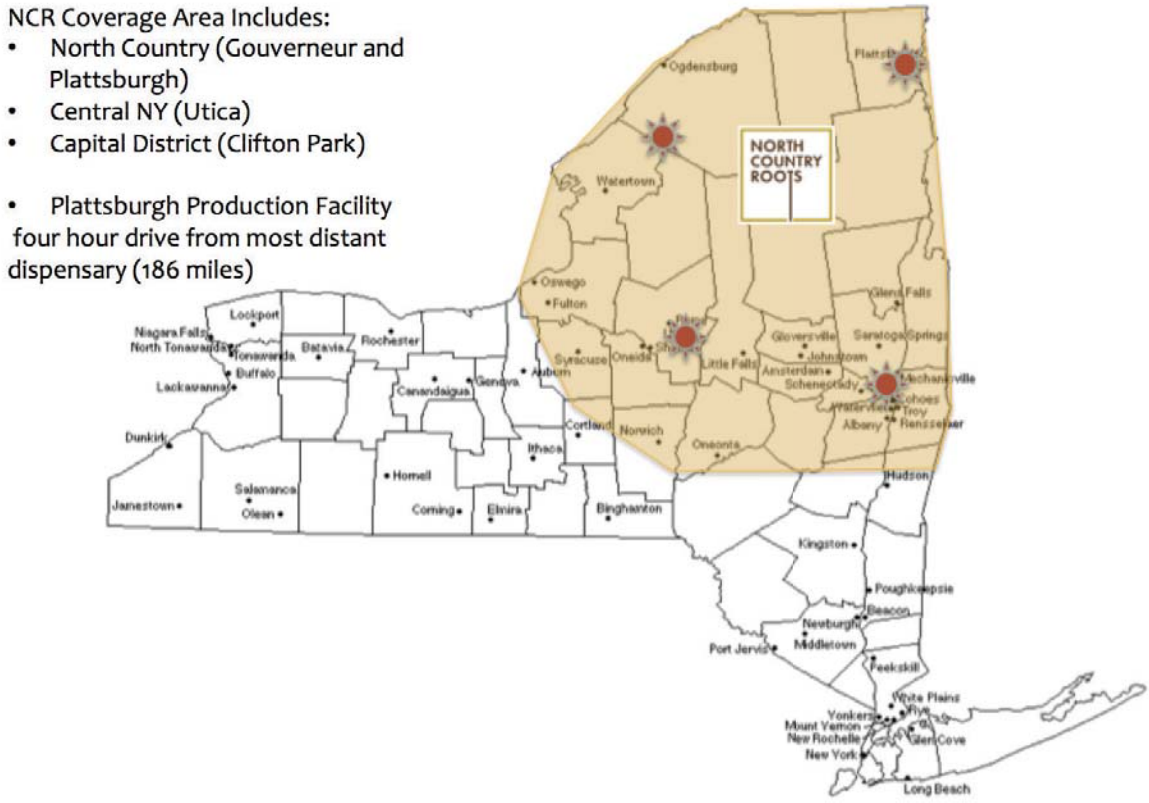
Real Properties Descriptions

The Following Exhibits contain real property descriptions of all facilities used by North Country Roots, Inc. in the cultivation, manufacture and sales of medical marijuana products pursuant to PHL § 3365 and § 1004.5(b)(2). North Country Roots, Inc. (NCR) has secured a lease to operate a production facility in the City of Plattsburgh at the Imperial Industrial Park. In addition, NCR has secured leases to operate dispensary facilities that cover a wide geographic area of the state, servicing most of our patients within a 65-mile drive. Our facilities provide patient coverage to both rural areas and urban population centers. NCR facilities cover over 30% of the landmass of New York State and provide access to medical marijuana for over two million people.

After finding an excellent production facility with access to low cost municipally supplied electricity and on-site hydropower generating capability and in a region with an ample qualified workforce, we sought dispensary locations that balance patient access with the safety of our transport teams. We analyzed a reasonable distance for our transport teams to travel with the restrictions placed on them by employment law, the need to maintain alertness while transporting this unique cargo, NCR's ability to supply the transport team a timely backup vehicle and the difficult travel conditions our teams will face in Northern New York. The analysis drove the decision to find a round trip distance equal to no more than 375 miles. In addition, the dispensary location needed to be easily accessible to patients driving to the location from within the service area. Our Utica dispensary site met that criteria; a 365 mile round trip from our production facility with visibility and access from the NY State Thruway (I-90). Selection of our three additional dispensary locations are within the safe round-trip driving distance for our staff and provide NCR the ability to cover the vast geographic regions of Central New York, the Capital District (Clifton Park Dispensary is 288 mile round trip and minutes off the I-87) and the North Country (Gouverneur is 250 mile round trip on State Route 11 and Plattsburgh, our closest).

North Country Roots, Inc. is poised for further expansion to other geographic parts of the state and in the future will seek approval from the Commissioner to operate with cross-docked just-in-time inventory carry at our Clifton Park and Utica Dispensaries in approved vaults. All cross-docked products will be packed and sealed in secured totes at the production facility and identified for shipment to final destination. They will not be opened until they are at the final dispensary destination. This will allow NCR to employ a second transport team under the same safe distance provisions for access to wider area of the state.

North Country Roots Patient Coverage Area



City of Plattsburgh Production Facility: The Plattsburgh production facility is located within the Imperial Industrial Building at 32 Power Dam Way.

- 36,000 leased square feet with contiguous availability of over 500,000 square feet under roof.
- On-Site Hydro Power production capability of two mega watts.
- On-Site access to over five Acres of clear land for future greenhouse development and expansion.
- City of Plattsburgh Municipal Lighting District power supply available at very low rates.
- The Imperial Industrial Park is within a New York Empire Zone.
- Access to a base of several hundred pharmaceutical manufacturing employees previously employed by Wyeth Pharmaceuticals and Pfizer Pharmaceuticals before their operations pulled out of the North Country. Over 160 positions slated for elimination in June 2015.
- Limited single road access to the building's land, which is bordered by green space, the Saranac River and a large Bombardier Rail Car production facility.
- City of Plattsburgh Common Council has passed a resolution in support of Medical Marijuana in the City's jurisdiction.
- The support of Plattsburgh's Police Chief

Town of Plattsburgh Dispensary: Located at 675 NYS Route 3, Suite 108, Plattsburgh, NY, this 1,850 square foot space is well suited for secure operation. It is housed in a corner unit of a building with multiple healthcare facilities. The Town of Plattsburgh dispensary is well suited to serve the North Eastern Region of New York. The facility is located on the busy Rt. 3 corridor with easy access to western locations via State Route 3 and State Route 190 (Military Turnpike) and Interstate 87 (Northway) providing access to patients in Franklin, Essex and Hamilton Counties.

Gouverneur Dispensary: Located at 318 East Main St. Gouverneur, NY, the Gouverneur Dispensary this 1,278 square foot space is well suited for secure operation. The building includes a cellar for non-secure storage needs reducing on-level storage requirements. Previous tenants of the space include New York State Department of Transportation Regional office and New York State Police. This stand-alone building provides significant parking, Village water and sewer service and a central location for patients travelling from St. Lawrence, Franklin, Herkimer, Hamilton, Jefferson and Lewis Counties.

Utica Dispensary: Located at 350 Leland Avenue, Utica NY, the Utica Dispensary is approximately 4,500 square feet and is well suited for secure operation. Neighboring tenants include a locally owned pharmacy and BigLots retail outlet. This end-unit space provides significant parking in a well-lighted lot. The location provides easy access to patients in the greater Utica metropolitan area as well as as surrounding Lewis, Oswego, Madison, Chenango, Otsego Schoharie, Montgomery, Fulton and Herkimer counties. The building is provided with City of Utica water and sewer services.

Clifton Park Dispensary: Located at 1525 Rt. 9 Clifton Park, NY Clifton Park Dispensary is 2,250 square feet and is well suited for secure operation. This is a recently constructed strip center with restricted parking availability in the rear of the facility for easy and secure product delivery. The Clifton Park Dispensary provides easy access coverage for patients through out the Capital District and the Southern Adirondacks of Washington and Warren Counties.

NORTH COUNTRY ROOTS

TRUE NORTH

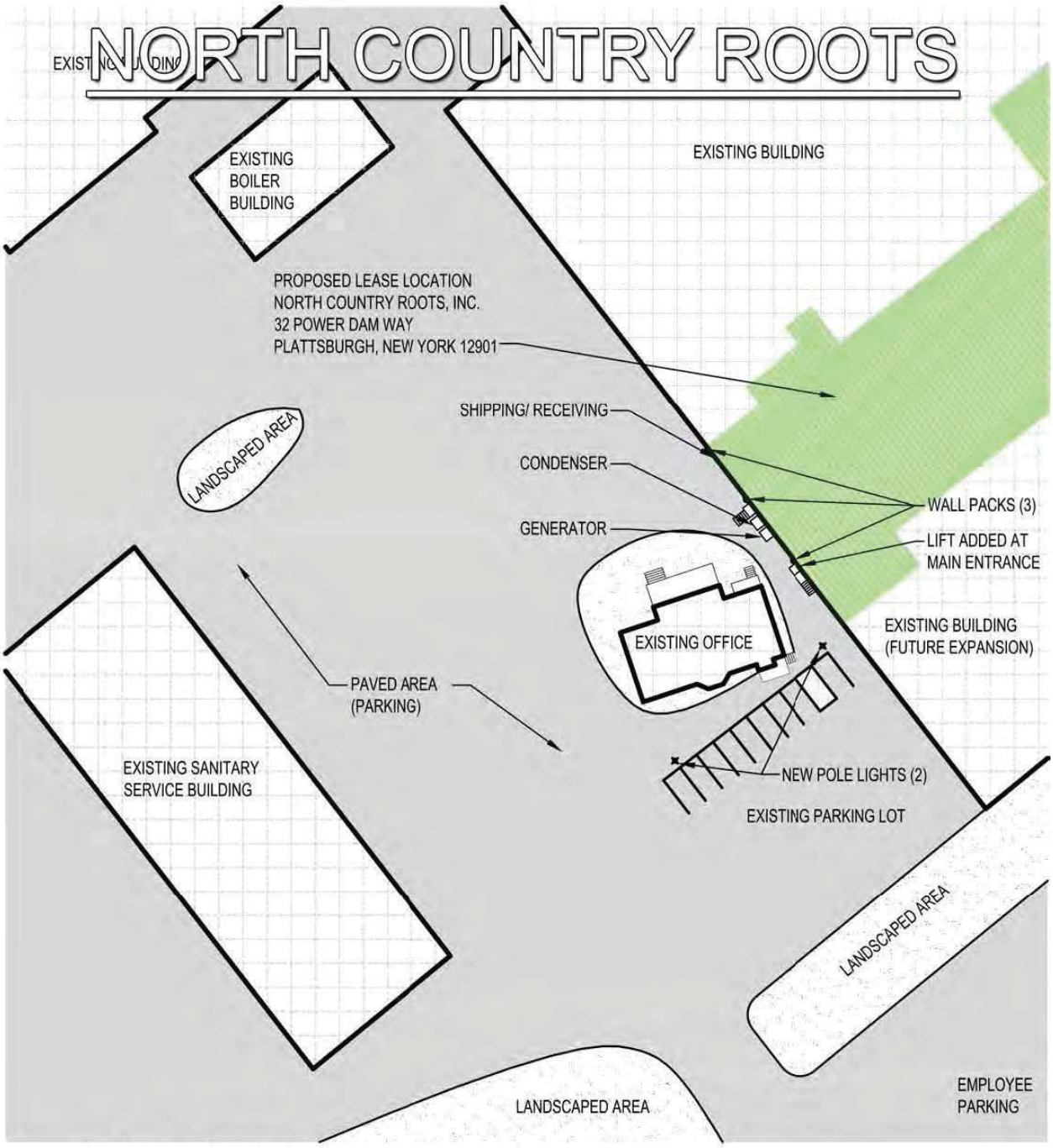
SITE PLAN

N.T.S.

PRODUCTION FACILITY

22 Power Dam Way
Plattsburgh, NY 12901
(Imperial Industrial Park
94 Main Mill Street
Plattsburgh, NY 12901)

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.



1

BLOW-UP SITE PLAN

SCALE 1" = 60'

PRODUCTION FACILITY

Established in 1985
AEDA
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North Country Roots
Medical Marijuana Production Facility
Online Specification

I. Division 0/1 - Procurement & Contracting/General Requirements

The general contractor shall be responsible for the following costs related to this project:

A. Insurance's
   1. General Liability and Comprehensive
   2. Auto
   3. Workman's Compensation
   4. Builders Risk and Fire Insurance

B. Fees
   1. Bonding
   2. Building Permits
   3. All permits required for plumbing and electrical

C. Project Phone and Fax
D. Temporary Structures and Security
E. Temporary Heat – Both Fuel and Equipment
F. Temporary Utility Costs
G. Site Security
H. Compliance
   1. New York State Fire Prevention and Building Code – 2010
   2. Energy Conservation Construction Code of New York State
   3. National Electrical Code
   4. Americans With Disabilities Act
   5. New York State Labor Law, Industrial Code Rule 56
   6. NYS Department of Health

L. Testing
   1. Concrete (By Owner)
   2. Compaction Testing of Site Fill (By Owner)

II. Division 2 – Existing Conditions

A. Minor demolition to the existing building for relocation of doors, space adjustment and water reclamation basins.

III. Division 3 – Concrete

A. Footing, foundation and slabs shall be poured in-place concrete.
B. Concrete Compressive Strength:
   1. Footings – 3500 psi @ 28 days
   2. Foundation – 3500 psi @ 28 days
   3. Floor Slab – 4000 psi @ 28 days – treat with hardener – sealer
   4. Concrete Walks – 4000 psi, reinforced and given a non-slip surface

North Country Roots
Medical Marijuana Production Facility
Online Specification

C. Provide reinforcing for all concrete foundation, slabs and lighting pole bases as shown on final wall section and details.
D. All concrete exposed to weather must have a minimum ultimate design strength of 4000 psi and contain an air entrainment admixture.

IV. Division 4 – Masonry

A. Concrete Masonry Unit wall repair/in-fill as needed.

V. Division 5 – Metals

A. Compliance Standards
   1. Standard Practice: Code of Standards for Steel buildings and Bridges by The American Institute of Steel Construction (AISC Code), latest edition.
B. Welding
   1. Structural Steel AWS D1.1 by The American Welding Society (AWS Code)
C. Cleaning Painted Steel
   1. Comply with the appropriate specification (SSPS SP-X) by the Steel Structures Painting Council.
D. Catwalk structures to be engineered steel structures constructed on legs fastened to the existing floor slab. Catwalks to have guide and hand rails at perimeter.

VII. Division 7 – Thermal and Moisture Protection

A. Roofing
   1. All penetration through existing roof shall be made with like materials and by certified installer as not to void the warranty.
   2. All flashing material must be of non-corrosive weather-resistant materials and consist of a minimum of .019 inches aluminum or membrane flashing in compliance with the roofing system requirements.
   3. All roof penetrations must include asphalt membrane on roof deck with boot / collar flashing.
B. Caulking
   1. Caulk around windows and exterior doors. Caulking to be a commercial rated Berfil.

VIII. Division 8 – Openings

A. Doors
   1. Exterior entry doors shall be flush insulated metal doors with maximum U-value of 0.21. Exterior steel doors and frames shall be factory galvanized/shop primed and final coat applied in field.
   2. Hardware:
      a) All door hardware shall have lever handles.

b) Door hardware shall be commercial locksets (Grade 1).
c) Function:
1. Exterior entrances – See security plan for requirements.
2. Bathrooms – to have a privacy lockset with a ping release for emergency unlocking.
3. Provide exterior and interior wall bumpers where door swings back to a wall.

d) All locksets shall be master keyed with removable cylinders. Provide 3 keys for each lockset and a key cabinet for the owners.

IX. Division 9 – Finishes

A. Painted Surfaces
1. Walls – one coat primer, two coats flat latex paint for ceilings and two coats eggshell latex paint for walls.
2. Bathrooms – one coat primer, two coats semi-gloss or scrubable eggshell-gloss paint.
3. All interior paints, primers, adhesives and sealants to contain low/no Volatile Organic Compounds VOC's complying with current Green Seal standards for low VOC limits.

B. Provide gypsum board walls with an equivalent to a level four finish in compliance with Gypsum Association standards. Provide moisture resistant gypsum wallboard in Bath Rooms.

X. Division 10 – Specialties

A. Bathrooms to receive:
1. Grab bars in for toilets with wood blocking in walls.
2. Recessed toilet paper holder.
3. Top lighted 24" X 32" mirror.
4. Paper towel dispensers.

XI. Division 11 – Equipment

A. The following equipment essential to the operation of the production facility shall be installed in accordance with the manufacture recommendations:
1. Lab locked WIP Cooler
2. Balance
3. Measurement Equipment/Fluoroscope
4. SuperCritical UPC2 Liquid Chromatography
5. Commercial Dish Wash
6. Extractor prep Grinders/Scale
7. Oven
8. Extractor

North Country Roots
Medical Marijuana Production Facility
Online Specification

9. Extractor and Purifier
10. Scale
11. SuperCritical Purifier
12. WIP Coolers
13. Variable Work Area
14. Formulation and Packaging Work Area (Scales/Computer)
15. Capsule Filler
16. Ampule Filler

XII. **Division 12 – Furnishings**

A. The following furnishings shall be provided:
1. Lab Storage Lockers
2. Lab Work Station
3. Rack Storage
4. Computer Work Station
5. Equipment Storage
6. Dry Storage

XIII. **Division 13 – Special Construction**

A. Pre-fabricated office rooms to be installed as indicated on the drawings. Rooms to be supplied with HVAC, electrical and water as required.
B. Growtility units to be installed/stacked as indicated on the drawings. Each Growtility unit to be connected to water, power and water reclamation system. Each unit shall include a climate control system and C02 injection.

XIV. **Division 14 – Conveying Equipment**

A. ADA compliant lift shall be installed at main entrance adjacent to the existing stairs. The lift shall accommodate the need for individuals with disabilities egress to and from the facilities as a vertical separation between the surrounding grade and building finish floor. Lift to receive covered structure to shield from the elements (weather).

XV. **Division 21 - Fire Suppression**

A. The existing space is provided with a fire suppression system.
B. The Growtility units shall receive side wall sprinklers tied into the existing fire suppression system.

XVI. **Division 22 – Plumbing**

A. Plumbing
1. Water supply system for Growtility units

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Online Specification

a) Water tower to be located centrally and used for the supply of fresh water to the plants. Water supply line to be plumbed and routed to the water tank from existing main line.
b) Distribution piping will be required from the water tower to each Growtility unit.

2. Provide drain pans for all hot water tanks with drain connected to sanitary sewer.
3. All fixtures shall be connected to vent stacks which extend to above the roof surface.
4. Bath Room Fixtures
   a) Water closets shall be ADA compliant and have an insulated tank and water saver feature.
   b) Standard and Handicap Lavatories to be wall hung units
   c) Paddle handles for all faucets.
   d) Provide water conserving fixtures.
5. Water Reclamation System
   a) Cut existing concrete floor slab, install basin and pump, backfill and replace concrete slab.
6. Eye wash and shower stations to be installed sporadically throughout the facility for use in the event of an emergency. Floor drain to be install within the general area of said equipment.
7. Drinking fountains shall be provided to ensure fresh drinking water is provided at all times.
8. Service sink for use in the cleaning process of the facility shall be provide.

XVII. Division 23 – Heating, Ventilating and Air Conditioning

1. Office area to receive a ducted split system for electric heating and air conditioning with makeup fresh air. Condenser to be ground mounted.
2. HVAC system to be sized in accordance with the Air Conditioning Contractors of America Manual.Ventilating
   a) Insulate all ductwork with taped seams.
   b) All forced air heating and cooling systems shall be provided with rigid ductwork with smooth interior surface and shall be sealed air tight. Insulated ductwork shall have insulation jackets or covers placed over the exterior surface of the duct surround. Non-metallic flexible duct shall not be used.
   c) Total duct leakage shall be a maximum of 5 CFM25 per 100 square feet of conditioned floor area as determined using a RESNET-approved testing protocol.
3. Grow area to be vented through existing roof system to exterior via a roof top air handling unit. The intake and exhaust system shall be filtered/scrubbed for maximum air quality.
4. Lab are to receive roof top HVAC units for the supply of ventilated air, heat and air conditioning via a ducted system.

North Country Roots
Medical Marijuana Production Facility
Online Specification

5. Growtility units shall receive an intake and exhaust duct system for the circulation of fresh air. All duct work shall be connected to a roof top ventilation system which shall preheat the air during cold weather prior to discharging into Growtility units. The intake and exhaust of the roof top unit shall be filtered/scrubbed for maximum air quality.

XVIII. Division 26 – Electrical

A. Majority of electrical devices and wiring exist for general use as the building is existing. Power runs will be required to each Growtility pod and Starrco office and clean run modules, see plan for quantity and location.
B. CAT-5E and RG-6 cables are to be concealed within walls, ceilings, chases, etc. Provide separate services for cable T.V. and telephone for each Dwelling Unit. T.V. jacks wired to a master T.V. antenna with ease of conversion to a cable service network in the future on a unit-by-unit basis. Cables are to be concealed within walls, ceilings, floors, chases, etc.
C. Provide light fixtures either wall sconces or ceiling light fixtures, controlled by a wall switch, in each room and each corridor. Parking lot and walkways shall have a minimum of 3 foot candles of light. All lighting fixtures and bulbs to be Energy Star or equivalent approved.
D. All interior circuit wiring shall be copper and a minimum gauge of 12 and shall be grounded.
E. Branch circuit wiring must be 12 gauge or larger.
F. Exterior lighting and entrance lights shall be controlled by a daylight sensor or timer and on all outdoor lighting.
G. Provide lighting levels meeting Illuminating Engineering Society recommendations. Locate lighting to thoroughly light pedestrian walkways from parking spaces and public sidewalks to building entrances. Distribute lighting to ensure safety and minimize security concerns.

XIX. Division 28 – Electronic Safety and Security

XX. Division 31/32 – Earthwork/Exterior Improvements

A. Remove paving in area of new ADA lift and generator.
B. Excavate for frost walls and slabs to depths needed to allow for new compacted fill within lift and generator area.
C. Backfill around footings and frost wall.
D. Place select gravel inside frost wall to elevation of bottom of concrete floor slab and concrete walkways and compact to 95% density.
E. Re-pave around new concrete work as needed.

North Country Roots
Medical Marijuana Production Facility
Online Specification

F. Provide site lighting, poles and bases as shown on final site plan.
G. Provide pavement markings and signage as shown on final site plan.

XXI. **Division 48 – Electrical Power Generation**

A. Installation of a backup generator for powering general lighting, computer system, phones and security system.

NORTH COUNTRY ROOTS

PLATTSBURGH DISPENSARY

Sq. Footage 1841
Occupancy: (B) Business
Occupant Load: 13
675 State Route 3 # 1
Plattsburgh, NY 12901

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

Dispensary Outline Specification

Plattsburgh Location

675 NYS Route 3, Suite 108
Plattsburgh, New York 12901

Site

Features

The site is located off NYS Route 3 in an area surrounded by commercial businesses. The structure is a retail plaza with parking lots located on all sides of the building. Access to the parking lot is via 2 entries from NYS Route 3. No schools or houses of worship are located within 1,000 feet (on the same street) of the property.

Parking

Parking for clients and employees shall be with-in the existing asphalt paved parking lot.

Lighting

Light poles existing in the parking lot providing a lit path to the covered sidewalk located under the building canopy. The sidewalk is lit by lights with-in the building canopy.

Building

Features

The proposed dispensary space is a 1,841 square feet located in a 2 story retail plaza. The finished first floor is elevated approximately 6" above the grade surrounding the main entry. Curb cuts are provided at the sidewalk for ADA compliance. The structure has two exits, the main entry which faces the parking lot off NYS Route 3 and a secondary exit located at the west side of the building. Ceilings are set at an elevation of approximately 8'-0" above the finish floor. Other key features are as follows:

- Metal roofing
- Covered sidewalk
- Stucco & horizontal siding exterior wall finish

Construction Type

Wood framed exterior walls with a wood roof truss system. Interior wall and ceiling finishes are paint over gypsum wall board.

Modification/Renovations

The interior walls shall be reconfigured with metal studs and gypsum wall board to comprise the following spaces: Vestibule, Waiting, Office, Vault, Consult, Break Room, Bath Room. All existing walls and ceilings shall be taped and painted. Floor finishes shall be replaced based on condition and need from wall reconfiguration. Doors, hardware and windows shall be replaced/repaired as needed to ensure safety/security. Electrical, Plumbing and HVAC shall be provided/repaired/modified in accordance with the modifications.

Security

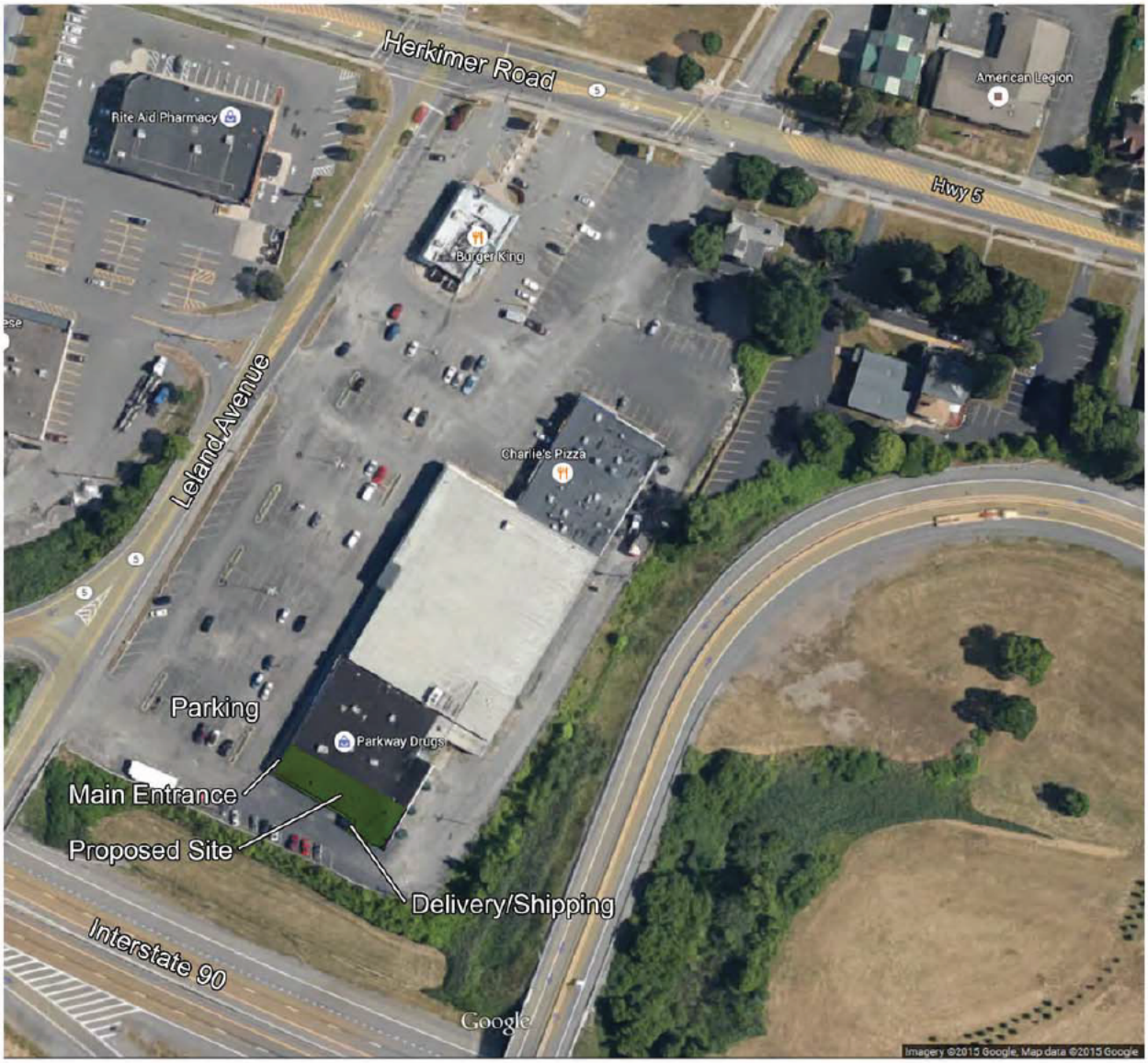
Redacted pursuant to N.Y. Public Officers Law, Art. 6

Dispensary Outline Specification

Plattsburgh Location

675 NYS Route 3, Suite 108
Plattsburgh, New York 12901

NORTH COUNTRY ROOTS



UTICA DISPENSARY

Sq. Footage: 4550
Occupancy: (B) Business
Occupant Load: 45
350 Leland Ave
Utica, NY 13502

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

Dispensary Outline Specification
Utica Location
350 Leland Avenue
Utica, New York 13502

Site

Features

The site is located at the intersection of Leland Avenue and Herkimer Road. The structure is a retail plaza with a parking lot located to the north and west of the structure. Access to the parking lot is via entries from both Leland Avenue and Herkimer Road. No schools or houses of worship are located with-in 1,000 feet (on same street) of the property.

Parking

Parking for clients and employees shall be with-in the existing asphalt paved parking lot.

Lighting

Light poles existing in the parking lot providing a lit path to the covered sidewalk located under the building canopy. The sidewalk is lit by lights with-in the building canopy.

Building

Features

The proposed dispensary space is 4,550 square feet located in single story retail plaza. The finished first floor is elevated approximately 6" above the grade surrounding the main entry. Curb cuts are provided at the sidewalk for ADA compliance. The structure has two exits, the main entry which faces the parking lot and a secondary exit located to the rear of the building. Ceilings are set at an elevation of approximately 9'-0" above the finish floor. Other key features are as follows:

- EPDM roof
- Covered sidewalk

Construction Type

Masonry bearing walls steel bar joist construction for commercial use. Interior wall and ceiling finishes are paint over gypsum wall board.

Modification/Renovations

The interior walls shall be reconfigured with metal studs and gypsum wall board to comprise the following spaces: Vestibule, Waiting, Office, Vault, Consult, Break Room, Bath Room. All existing walls and ceilings shall be taped and painted. Floor finishes shall be replaced based on condition and need from wall reconfiguration. Doors, hardware and windows shall be replaced/repaired as needed to ensure safety/security. Electrical, Plumbing and HVAC shall be provided/repaired/modified in accordance with the modifications.

Security

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

Dispensary Outline Specification

Utica Location

350 Leland Avenue
Utica, New York 13502

Proposed Dispensary

NORTH COUNTRY ROOTS

CLIFTON PARK DISPENSARY

Sq. Footage: 2550
Occupancy: (B) Business
Occupant Load: 29
Route 9 (Halfmoon Pkwy)
Clifton Park, NY 12065

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

Dispensary Outline Specification
Clifton Park Location
1525 Route 9
Clifton Park, New York 12065

Site

Features

The site is located at the intersection of US Route and Plant Road. The structure is a retail plaz with a parking lot located to the south and south west. Access to the parking lot is via entries from both US Route 9 and Plant Road. No schools or houses of worship are located with-in 1,000 feet (on same street) of the property.

Parking

Parking for clients and employees shall be with-in the existing asphalt paved parking lot.

Lighting

Light poles existing in the parking lot providing a lit path to the covered sidewalk located under the building canopy. The sidewalk area is lit by lights on the building facade.

Building

Features

The leased space is a single story structure with approximately 2,250 square foot located in an existing retail plaza. The finished first floor is elevated approximately 6" above the grade surrounding the main entry. Curb cuts are provided at the sidewalk for ADA compliance. The structure has two exits, the main entry which faces the parking lot and a secondary exit located to the rear of the building. Ceilings are set at a minimum elevation of approximately 8'-0" above the finish floor. Other key features are as follows:

- EPDM roof
- Canopy over sidewalk/entry

Construction Type

Masonry bearing walls with steel bar joist construction for commercial use. Interior wall and ceiling finishes are paint over gypsum wall board.

Modification/Renovations

The interior walls shall be reconfigured with metal studs and gypsum wall board to comprise the following spaces: Vestibule, Waiting, Office, Vault, Consult, Break Room, Bath Room. All existing walls and ceilings shall be taped and painted. Floor finishes shall be replaced based or condition and need from wall reconfiguration. Doors, hardware and windows shall be replaced/repaired as needed to ensure safety/security. Electrical, Plumbing and HVAC shall be provided/repaired/modified in accordance with the modifications.

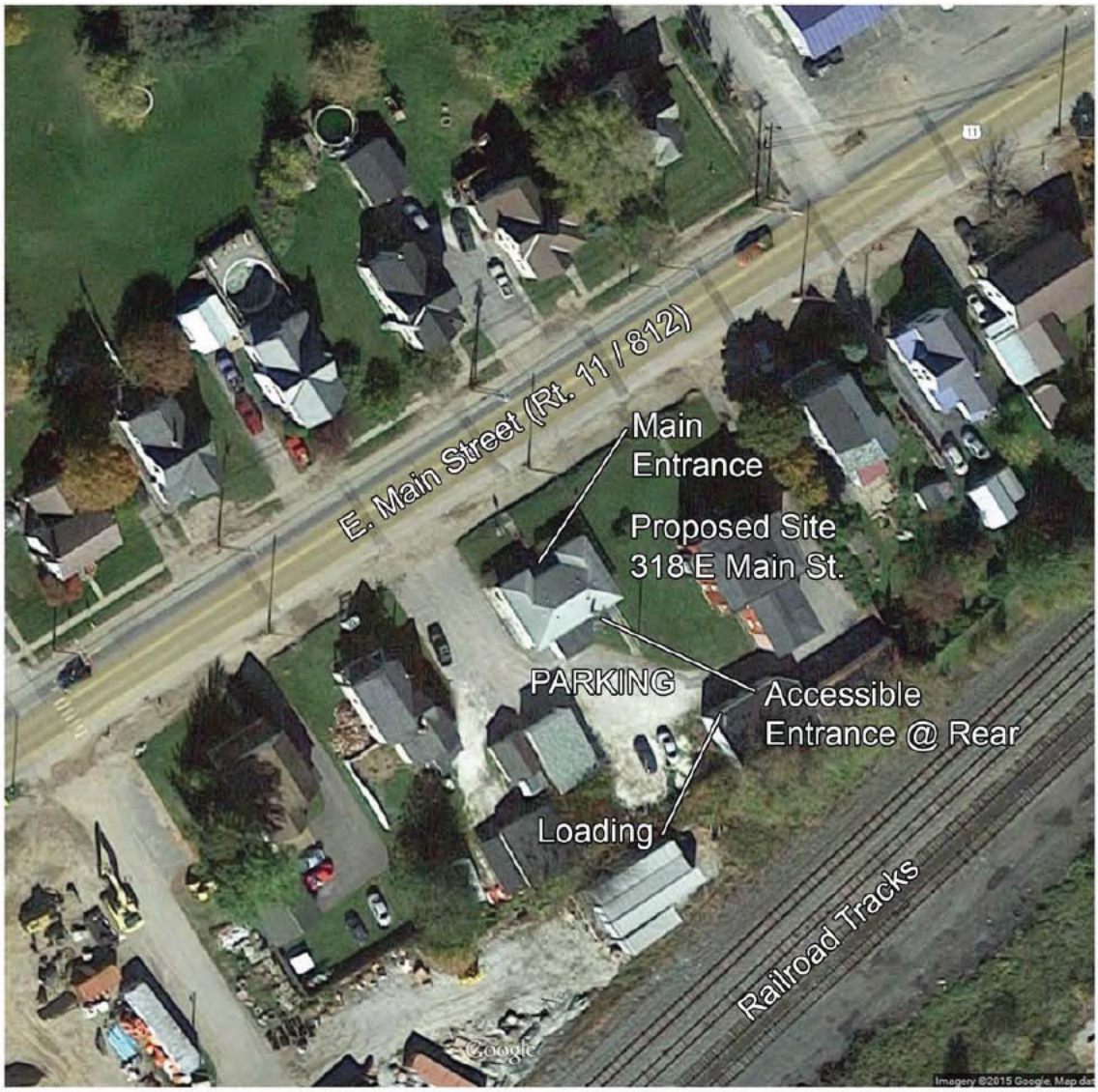
Security

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

Dispensary Outline Specification
Clifton Park Location
1525 Route 9
Clifton Park, New York 12065

Proposed Dispensary

NORTH COUNTRY ROOTS



GOUVERNEUR DISPENSARY

Sq. Footage:1278SF
Occupancy: (B) Business
Occupant Load: 12
318 E Main St
Gouverneur, NY 13642

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

Dispensary Outline Specification
Gouverneur Location
318 Main Street
Gouverneur, New York 13642

Site

Features

The site is located between two buildings, one to the east and one to the west. The building is located between rail road tracks to the south and Main Street with the building front approximately 40 feet from the street. No schools or houses of worship are located with-in 1,000 feet (on the same street) of the property.

Parking

Parking for clients shall be on street, located directly in front of the dispensary. Employee parking shall be via an on-site parking lot.

Lighting

The site shall receive exterior lighting at each entry/exit to the building along with walkways/sidewalks connecting the public ways to the structure.

Building

Features

The structure is a 1,278 square foot single story with a basement/cellar. The finished first floor is elevated approximately 2'-0" above the grade surrounding the main entry. The structure has two exits, the main entry which faces the street and a secondary exit located to the rear of the building. Ceilings are set at an elevation of approximately 8'-0" above the finish floor. Other key features are as follows:

- Horizontal siding
- Asphalt shingle roof
- Existing ramp at rear of building
- Space partitioned to form bath room, offices and office related functions

Construction Type

Wood framed former residential structure converted for commercial use. Interior wall and ceiling finishes are paint over gypsum wall board.

Modification/Renovations

The interior walls shall be reconfigured with wood studs and gypsum wall board to comprise the following spaces: Vestibule, Waiting, Office, Vault, Consult, Break Room, Bath Room. All existing walls and ceilings shall be taped and painted. Floor finishes shall be replaced based on condition and need from wall reconfiguration. Doors, hardware and windows shall be replaced/repaired as needed to ensure safety/security. Electrical, Plumbing and HVAC shall be provided/repaired/modified in accordance with the modifications.

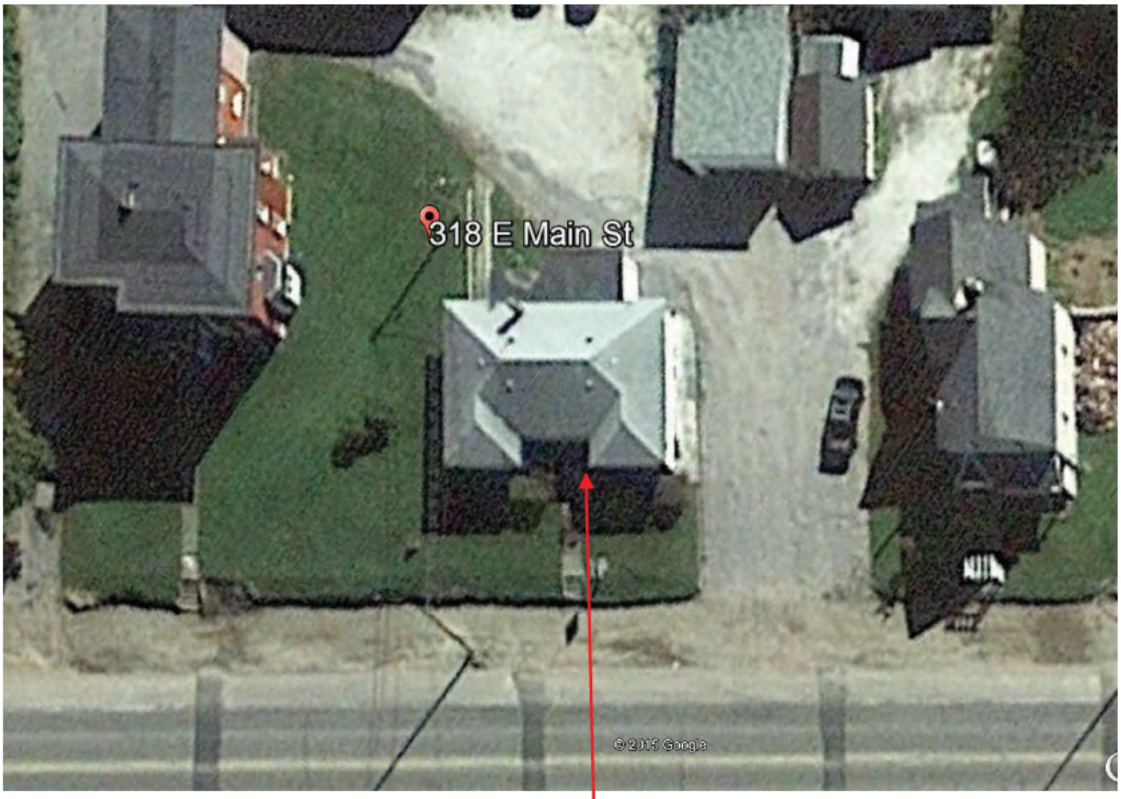
Securi

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

Dispensary Outline Specification

Gouverneur Location

318 Main Street
Gouverneur, New York 13642



Proposed Dispensary

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North Country Roots
Medical Marijuana Facility
Plattsburgh, New York

May 26, 2015 Revised:

Schematic Design - Non Combustible Building

Description	SQFT	SUBTOTALS
DIVISION 1: GENERAL REQUIREMENTS		
- GENERAL CONDITIONS (8%)		*$134,797.60*
- OVERHEAD & PROFIT (15%)		*$272,965.14*
- BONDS & INSURANCE		*$41,854.65*
DIVISIONS 2 - 16		
SITEWORK	0.19	*$6,000.00*
SUBSTRUCTURE	0.14	*$4,380.00*
SUPERSTRUCTURE	0.00	*$0.00*
EXTERIOR ENCLOSURE	0.00	*$0.00*
ROOFING	0.58	*$18,000.00*
INTERIORS	2.60	*$81,000.00*
CONVEYING	0.00	*$0.00*
PLUMBING	1.76	*$54,800.00*
HVAC	3.86	*$120,200.00*
FIRE PROTECTION	2.32	*$72,390.00*
ELECTRICAL	12.67	*$394,500.00*
EQUIPMENT & FURNISHINGS	29.98	*$933,700.00*
COMMON ADDITIVES	0.00	*$0.00*
ADMINISTRATIVE		
ARCHITECTURAL & ENGINEERING		*$50,000.00*
CONSTRUCTION INSPECTION		*$25,000.00*
LEGAL		*$0.00*
Subtotal General Requirements		*$449,617.39*
Subtotal Sitework		*$6,000.00*
Subtotal Building		*$1,678,970.00*
Construction Subtotal		*$2,134,587.39*
Contingency (10%)		*$213,458.74*
	TOTAL	***$2,423,046.13***

Sitework Square Foot Cost	$0.19	
Building Square Foot Cost	$53.92	
Total Building Size	31,139	S.F.

Note: Building fitup is excluded from estimate (furniture, equipement, etc.).

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North Country Roots
Medical Marijuana Facility
Plattsburgh, New York

SITEWORK

Description	Unit	Qty.	Unit Cost	Total
DIVISION 31 - EARTHWORK				
Generator & Condensor				
Excavation of Spoils	ls	1	$3,500.00	$3,500.00
Backfill	ls	1	$2,500.00	$2,500.00
			Subtotal	***$6,000.00***

North Country Roots
Medical Marijuana Facility
Plattsburgh, New York

BUILDING

	Description		Unit	Qty.	Unit Cost	Total	Cost Per S.F.
A.	**SUBSTRUCTURE**						
	Entry Lift Foundation	Footing	lf	20	45.00	$900.00	0.03
		Foundation Wall	lf	20	105.00	$2,100.00	0.07
		Slab on Grade	sf	40	12.00	$480.00	0.02
	Generator Slab	Slab on Grade	sf	50	12.00	$600.00	0.02
	Split System, Office	Slab on Grade	sf	25	12.00	$300.00	0.01
					Subtotal	*$4,380.00*	*0.14*
B.	**SHELL**						
	SUPERSTRUCTURE	N/A					
						$0.00	0.00
					Subtotal	*$0.00*	*0.00*
	EXTERIOR ENCLOSURE	N/A					
						$0.00	0.00
					Subtotal	*$0.00*	*0.00*
	ROOFING						
	HVAC Units	Curbs & Penetrations	ls	1	18,000.00	$18,000.00	0.58
					Subtotal	*$18,000.00*	*0.58*
C.	**INTERIORS**						
	Sliding Fire Doors	Remove & frame opening	each	4	$1,500.00	$6,000.00	0.19
	Egress Door	Correct door swing	each	1	$750.00	$750.00	0.02
	Lab ACT	Ceiling	sf	3,600	$6.00	$21,600.00	0.69
	Office ACT	Ceiling	sf	1,150	$6.00	$6,900.00	0.22
	Women's Room	Partitions	ls	1	3,500.00	$3,500.00	0.11
		Tape and Paint	ls	1	750.00	$750.00	0.02
		Accessories	ls	1	1,250.00	$1,250.00	0.04
	Men's Room	Partitions	ls	1	3,500.00	$3,500.00	0.11
		Tape and Paint	ls	1	750.00	$750.00	0.02
		Accessories	ls	1	1,250.00	$1,250.00	0.04
	Shower Room	Partitions	ls	1	1,500.00	$1,500.00	0.05
		Tape and Paint	ls	1	500.00	$500.00	0.02
		Accessories	ls	1	250.00	$250.00	0.01
		Door & Hardware	ls	1	1,750.00	$1,750.00	0.06
	Security & IT Space	Enclosure, Taped and Painted	ls	1	5,500.00	$5,500.00	0.18
		Door & Hardware	ls	1	1,750.00	$1,750.00	0.06
	Catwalk System	Metal Fabrication/Install	lf	200	100.00	$20,000.00	0.64
	Miscellaneous Items	Doors/Hardware	ls	1	3,500.00	$3,500.00	0.11
					Subtotal	*$81,000.00*	*2.60*
D.	**SERVICES**						
	CONVEYING	N/A					
						$0.00	0.00
					Subtotal	*$0.00*	0.00
	PLUMBING						
	Plumbing Fixtures						
	Men's Room	2 Fixture Unit	each	1	4,000.00	$4,000.00	0.13
	Women's Room	2 Fixture Unit	each	1	4,000.00	$4,000.00	0.13
	Drinking Fountain		each	1	3,000.00	$3,000.00	0.10

Eyewash		each	1	3,000.00	$3,000.00	0.10
Hand Wash Sink		each	1	3,000.00	$3,000.00	0.10
Condensate Collection System	Cut Slab/Excavate	ls	1	2,500.00	$2,500.00	0.08
	Install Basin and Pump	ls	1	7,500.00	$7,500.00	0.24
	Collection Piping	lf	800	8.00	$6,400.00	0.21
	Force Main	lf	200	10.00	$2,000.00	0.06
	Floor Cuts with Pipe	lf	60	25.00	$1,500.00	0.05
Shower Room	Shower and Controls	each	1	2,000.00	$2,000.00	0.06
Water Tank/Distribution	Tank	ls	1	9,500.00	$9,500.00	0.31
	Distribution Piping	lf	800	8.00	$6,400.00	0.21
				Subtotal	*$54,800.00*	1.76
HVAC						
Split System w/ Duct Work	Office	sf	3,750	6.00	$22,500.00	0.72
Roof Top Units, Ventilation & AC	Lab	sf	3,550	6.00	$21,300.00	0.68
Roof Top Unit for Growtility Pods Ventilation		ls	1	40,000.00	$40,000.00	1.28
Rooftop Unit for Grow Room Area Ventilation		ls	1	30,000.00	$30,000.00	0.96
Condensate Lines for Growtility Units Condensers		lf	800	8.00	$6,400.00	0.21
				Subtotal	*$120,200.00*	*3.86*
FIRE PROTECTION						
Sprinklers	Growtility Units	sf	20,480	3.00	$61,440.00	1.97
	Office	sf	3,750	1.50	$5,625.00	0.18
	Lab	sf	3,550	1.50	$5,325.00	0.17
				Subtotal	*$72,390.00*	*2.32*
ELECTRICAL						
Connect Growtility units		lf	10,000	27.00	$270,000.00	8.67
Electrical Panels	Sub Feeds & Panels	lf	4	12,000.00	$48,000.00	1.54
Misc Equipment Wiring		ls	1	5,000.00	$5,000.00	0.16
Misc Outlet/Switches	Starrco units/lab area	sf	7,300	5.00	$36,500.00	1.17
Hub/Network		ls	1	15,000.00	$15,000.00	0.48
Generator	Security	ls	1	20,000.00	$20,000.00	0.64
				Subtotal	*$394,500.00*	12.67
E. EQUIPMENT & FURNISHINGS						
Offices	Starrco	ls	1	150,000.00	$150,000.00	
Locker Room	Lockers and bench	ls	1	4,500.00	$4,500.00	
Growtility Units	Grow Area	ls	1	779,200.00	$779,200.00	
				Subtotal	*$933,700.00*	29.98
				Subtotal	***$1,678,970.00***	***53.92***

Building Square Footage **31,139**

15 Duke Ave Cadyville, NY 12918
Phone (518) 293-7759 ● Fax (518) 293-1188

North Country Roots
Attn: Doug Butdorf
64 Trafalgar Drive
Plattsburgh, NY 12901

May 27, 2015

Dear Eddie,

The following is our quote for all facets of Information Technology for North Country Roots with a complete turn-key solution.

The goods and services will be provided for:

Five hundred and fifteen thousand eight hundred ninety-one dollars ……..$515,891

The broad categories provided in this quote include:

- Network
  - Enterprise-wide network infrastructure
  - Network appliances
  - Computer & Server hardware and software
  - Printers, scanners, faxes
  - Point of Sales related technology equipment
  - Intake related technology equipment
  - Production related technology equipment
  - Grow related technology equipment
  - Harvest related technology equipment
  - Enterprise-wide telephony

- Enterprise Intercommunication
  - Enterprise-wide intercom infrastructure
  - Enterprise-wide integration of intercom with access
  - Enterprise-wide intercom appliances

- Access Control
  - Enterprise-wide access control infrastructure
  - Enterprise-wide access control materials
  - Integration of access control with CCTV, Intrusion & Fire alarm systems

- Time and Attendance
  - Enterprise-wide Time & Attendance infrastructure
  - Enterprise-wide bio-metric T&A appliances
  - Enterprise-wide T&A software

- Fire Alarm System
  - Enterprise-wide fire alarm infrastructure
  - Enterprise-wide fire alarm appliances in field and head-end
  - Central station monitoring via TCP/IP, cellular, and POTS networks
  - Notification via voice, email, and SMS
  - Tie-in to other systems such as sprinklers (requires feed from other vendors)
  - Event logging of any duration desired

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

- CCTV
  - Enterprise-wide CCTV infrastructure
  - Enterprise-wide CCTV field and head-end devices
  - Notification via voice, email, and SMS of CCTV events
  - Local and remote integrated surveillance platform for on-site and off-site monitoring
  - Tie in to all other systems for trigger related event recording
  - Storage of 30 days on DVR
  - Storage of 90 days on file server
  - Storage of 48 hours at the edge for external cameras
  - Separate VLAN for sharing of external cameras with law enforcement at their discretion
  - Special cameras with on-board analytics and auto-tracking for force multiplication of CCTV operations

Appendix 1 breaks down each phase at each site and its associated cost. Appendices 2 -11 break down deliverables for two phases of construction per facility. In consideration of the considerable start-up costs associated with the project, we recommend you break the project into two phases. Phase I will cover all of the fire, intrusion, access control and CCTV equipment as well as a bulk of the network and computer equipment. It will provide about ½ of the production related equipment for the product, as well as about ½ of the dispensary equipment. For example, we recommend two POS systems per dispensary. One complete system would be provided for each site in Phase I, the other in Phase II. Additionally, while phone and data will be connected throughout the enterprise, we believe the entire video intercom system can wait until Phase II. While normal CCTV will be installed in Phase I, and will allow personnel to observe those entering and exiting the various sites, video intercom will enhance this ability significantly.

Also, as a means of clarification, we believe that North Country Roots will be best served if the duration between Phases is short. However, should you desire, we can conduct the entire build-out at once instead of in phases. Additionally, we will be providing full submittals of product sheets, shop drawings, installation and operation manuals, and as-builts to you, Architectural and Engineering Design Associates (AEDA), and the local authority(s) having jurisdiction as required under our State license.

Finally we attest that we are able to complete the entire project in the time set forth by New York State.

Sincerely,

David J. Kimmel

David J. Kimmel
President, Kimmel Services
15 Duke Ave PO BOX 69
Cadyville, NY 12918
(518) 293-7759
dkimmel@kimmelservices.com

APPENDIX 1
BREAKDOWN OF QUOTE BY SITE AND PHASE

Phase I of the grow facility in Plattsburgh shall be provided for: $158,053

Phase II of the grow facility in Plattsburgh shall be provided for: $65,684

Phase I of the retail dispensary in Utica shall be provided for: $51,096

Phase II of the retail dispensary in Utica shall be provided for: $22,661

Phase I of the retail dispensary in Gouverneur shall be provided for: $50,610

Phase II of the retail dispensary in Gouverneur shall be provided for: $22,863

Phase I of the retail dispensary in Plattsburgh shall be provided for: $49,484

Phase II of the retail dispensary in Plattsburgh shall be provided for: $21,681

Phase I of the retail dispensary in Clifton Park shall be provided for: $51,166

Phase II of the retail dispensary in Clifton Park shall be provided for: $22,592

B: Identification of equipment

NORTH COUNTRY ROOTS

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 2-31, all paragraphs, entire list of equipment (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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C: Deeds, leases and rental agreements

NORTH COUNTRY ROOTS

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease ("Lease"), dated for reference puposes only 5-1-2015, is made by and between Main Mill Investments, LLC ("Lessor") and North Country Roots, Inc. ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 22 Power Dam Way, Plattsburgh, NY 12901, located in the City of Plattsburgh, County of Clinton, State of N.Y., with zip code 12901, as outlined on Exhibit B and C attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): 35,424 sq. ft. of *Load-Adjusted warehousing space known as Bldg. P, PA1-105,, PA - 110a (men's bathroom), S1-103a (women's bathroom, S1-104, S1-105, S1-105a (Mezzanine), S1-106, S1-106a (Mezzanine)* (see Addendum 1, paragraph 52 - Load Factor Calculations.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building")and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) **Parking:** (20)First come first serve unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** (7)Seven years and (0) Days ~~months~~ ("Original Term") commencing July 1, 2015 ("Commencement Date") and ending June 30, 2022 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $ $6.50/sf/year per month ("Base Rent"), payable on the First day of each month commencing July 1, 2015 (rent will accrue). See Addendum 1 for terms of rent abatement equal to 3 months deducted over last 6 months of first year of Lease. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 64

1.6 **Lessee's Share of Common Area Operating Expenses:** load factor percent (%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon ~~Execution~~** Licensure, but accruing from July 1, 2015:

(a) **Base Rent:** $ 19,188.00 for the period 7/1/15 - 7/31/15 and each month after

(b) **Common Area Operating Expenses:** $ see load factor for the period See Addendum 1 at 52.

(c) **Security Deposit:** $ 19,188.00 ("Security Deposit"). (See also Paragraph 5)

(d) **Other:** $ 8,500.00 for ***"holding" fee - SEE ADDENDUM 1 at 51

(e) **Total Due Upon Execution of this Lease:** $ 8,500 "holding" See Addendum 1 at 51.

1.8 **Agreed Use:** Warehousing and the production and distribution of medical marijuana as licensed by the State of New York. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☑ Jacobsma & Associates, Inc. represents Lessor exclusively ("Lessor's Broker");

☑ Fesette Realty represents Lessee exclusively ("Lessee's Broker"); or

☐ represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to t he Brokers for the brokerage services rendered by the Brokers the fee agreed to in ~~the attached~~ a separate written agreement ~~or if no such agreement is attached, the~~ sum of or % of the total Base Rent payable for the Original Term, the sum of or of the total

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~~Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____% of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.~~

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 63;

☑ Exhibit A - Legal Description ~~site plan depicting the Premises;~~

☑ Exhibit B - a site plan depicting the Premises ~~Project;~~

☑ Exhibit C - a site plan depicting the general location of the location within the building ~~a current set of the Rules and Regulations for the Project;~~

☑ Exhibit D - a current set of the Rules and Regulations ~~adopted by the owners' association;~~

☑ Exhibit E - Lessor Construction Requirements ~~a Work Letter;~~

☑ other (specify): Exhibit F: Lessee's Construction Requirements; Exhibit G: Move-In Inspection; Exhibit H: List of Additional Insured's.

2. **Premises.**

2.1 **Letting./The Net Rentable Area Defined.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the ~~Base~~ Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. The term "Net Rentable Area" is hereby defined, for the purpose of this Lease, to mean the area of space Leased by the Lessee(or, in case of the entire Building, leasable) computed by measuring to the inside finish of the permanent outer building walls, to the Premises side of public corridors and/or other permanent partitions and to the center of the partitions which separate the adjoining rentable area, with no deductions for columns and projections in the Building. On multi-tenant floors, common corridors and toilets, air conditioning/boiler rooms, buildings, fan rooms, janitorial/maintenance rooms, elevator mechanical rooms, electrical and telephone closets and any other areas regardless of location serving that floor and considered common area, and for purposes of this Section, shall be allocated pro rata to the Lessee. Lessee acknowledges that Lessee has measured or has waived measurement of the Net Rentable Area of the Premises and Building and Lessee agrees that the square footage stated in Paragraph 1.2(a) of this Lease is the Net Rentable Area for the Premises and Building calculated on the basis of the foregoing definition and Lessee further agrees to waive any right to contest the amount of such square footage. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition** (also see Exhibit E). Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee ~~broom~~ scrubbed clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate

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this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant**. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition**. The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations **("Rules and Regulations")** for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

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(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

Lessor agrees to provide Lessee with adequate notice (15 days) regarding any such changes (mentioned above, 2.9 and 2.10) that may have an affect on the operating procedures or security requirements of the Lessee.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay ~~Lessee's Share of Common Area Operating Expenses,~~ Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

(See Paragraph 50 in Addendum 1) ~~4.2 "Common Area Operating Expenses". Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:~~

~~(a) The following costs relating to the ownership and operation of the Project are defined as "Common Area Operating Expenses":~~

~~(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:~~

~~(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.~~

~~(bb) Exterior signs and any tenant directories.~~

~~(cc) Any fire sprinkler systems.~~

~~(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.~~

~~(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.~~

~~(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.~~

~~(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.~~

~~(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).~~

~~(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).~~

~~(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.~~

~~(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.~~

~~(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.~~

~~(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.~~

~~(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.~~

~~(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.~~

~~(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual~~

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Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon An industry-standard thirty (30) day month. the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. All Rent and other Lease associated payments will be made payable to and sent to KAREX PROPERTY MANAGEMENT, POST OFFICE Box 1321, PASO ROBLES, CA 93447. All amounts of Rent, including, without limitation, Fixed Rent, and other sums due under this Lease if not paid when due, shall (1) bear interest from the due date until paid at a per annum rate of (12%) per annum or until fully paid, and (2) incur a late charge of (5%) of the entire amount that was due if not received by the fifth (5th) day of the month. Lessor and Lessee agree that the amount of such interest and late charge is fair and reasonable compensation for costs and expenses incurred by Lessor due to the failure by Lessee to timely make any payment of Rent or other sums due under this Lease as such costs and expenses are extremely difficult to estimate and ascertain. All monies received by the Lessor from the Lessee shall be applied first to: (a) late charges, attorney's fees, and interest due from Lessee, (b) any outstanding balances due from Lessee for reimbursements of Lessee requested improvements (if applicable), (c) repair of Lessee caused damage to the Premises, (d) to any other outstanding sums due to the Lessor i.e. internet service, (e) any outstanding, past due rent, and (f) any outstanding current rent that is due. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** [See Addendum 1] Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties.

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Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense,comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease *according to N.Y. State regulations for medical marijuana operations.* The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable

Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), ~~4.2 (Common Area Operating Expenses),~~ 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), ~~Lessor, subject to reimbursement pursuant to Paragraph 4.2,~~ shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of at Lessee's expense or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Payment of Premium Increases.**

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $31,000,000 per occurrence with an annual aggregate of not less than $23,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance

specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, with the understanding Lessor shall accept an alternate rating, in its reasonable discretion, based on insurance limits associated with Lessee's Use of the Premises, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make

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such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, ~~and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.~~

10.3 **Additional Improvements.** ~~Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants.~~ Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor ~~at the time Common Area Operating Expenses are payable under Paragraph 4.2,~~ the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal

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property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** (See Addendum 1 at paragraph 56). Lessee shall pay for all water, ~~gas~~, heat, light, power, and all telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. ~~Notwithstanding the provisions of Paragraph 4.2,~~ if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. Except as provided in Addendum 1, attached, ~~The~~ transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or

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Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) ~~The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.~~

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are

located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** (See Section 4.3 above) ~~Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.~~

13.5 **Interest** (See Section 4.3 above). ~~Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.~~

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably

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requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A

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duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of

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Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements. All reasonable requests will be granted.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority.; Multiple Parties; Execution.**

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(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict**. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer**. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments**. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial**. **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes**. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act**.

(a) The Premises: ☑ have not undergone an inspection by a Certified Access Specialist (CASp). ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. ~~**Relocation of Premises.** Lessor reserves the unrestricted and unconditional right to relocate the Premises AND ANY ADDITIONAL PREMISES to a substantially comparable space subject to the same terms and conditions as the Premises originally leased. Lessor shall give Lessee written notice of its intention to relocate the Premises and Lessee shall complete such relocation within ninety (90) days after receipt of such written notice. If Lessor does relocate Lessee, then effective on the date of such relocation this Lease shall be ammended by 1) deleting the description of the original Premises and substituting it for a description of such comparable space, and 2) making such other changes thereto as Lessor determines are reasonably required. Lessor agrees to reimburse Lessee for its actual out of pocket moving costs to such other space, to the extent such costs are reasonable.~~

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Paso Robles, Calif.	Executed:
On: 5/22/15	On: 5-20-15
By LESSOR:	**By LESSEE:**
Main Mill Investments, LLC	North Country Roots, Inc.
By:	By:
Name Printed: Rex Jacobsma	Name Printed: Doug Butdorf
Title: Manager - Authorized Officer	Title:
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address: P.O. Box 1833 Paso Robles, CA 93447	Address: 22 Power Dam Way, Plattsburgh, NY 12901
Telephone:(805) 239-3090	Telephone:(518) 966-6277
Facsimile:(805) 239-9088	Facsimile:( )
Email: rex@jacobsma.com	Email: butdorf@northcountryroots.com
Email:	Email:
Federal ID No.	Federal ID No.

BROKER:	**BROKER:**
Jacobsma & Associates, Inc.	Fesette Realty
Att: Rex Jacobsma	Att:
Title: owner/agent	Title:
Address: P.O. Box 1883 Paso Robles, CA 93447	Address: 176 US Oval Plattsburgh, NY 12903
Telephone:(805) 239-3090	Telephone: (518) 324-4500
Facsimile:(805) 239-9088	Facsimile:(518) 562-7298
Email: rex@jacobsma.com	Email:
Federal ID No.	Federal ID No.
Broker/Agent BRE License #:	Broker/Agent BRE License #:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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FORM MTG-15-09/13E

ADDENDUM 1

Date: 5-1-2015

By and Between (Lessor) Main Mill Street Investments, LLC
(Lessee) North Country Roots, Inc.

Address of Premises: 22 Power Dam Way, Plattsburgh, NY 12901

Paragraph 51

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

List of Estimated Monthly Rent Due By Year

From	Through	Monthly Rent
7/1/15	6/30/16	$19,188.00*

*Rent shall accrue from July 1, 2015, but Lessor agrees to abate three months' of Monthly Rent as follows: Monthly Rent shall be paid beginning on the date that is 15 calender days after Lessee has received its business license. The 3-months' of abated Monthly Rent shall be applied in 6 equal monthly amounts deducted each month from the amount of Monthly Rent otherwise due and payable for months 7-12 of the first year of the Lease. The 3-months' of abated Monthly Rent provided for herein is subject to Inducement Recapture per Section 13.3 of the Lease.

7/1/16	6/30/17	$19,763.64Z**
7/1/17	6/30/18	$20,356.55**
7/1/18	6/30/19	$20,976.25**
7/1/19	6/30/20	$21,605.54**
7/1/20	6/30/21	$22,253.71**
7/1/21	6/30/22	$22,921.32**

3 year extension option (3% or CPI for the NY/Northern NJ area, whichever is greater)

7/1/22	6/30/23	$23,608.96**
7/1/23	6/30/24	$24,317.23**
7/1/24	6/30/25	$25,046.75**

**Note: The above calculations are estimates only based on an assumed standard annual increase of 3%; however, if the CPI is greater in any one or more years, the Monthly Rent shall be revised based on the CPI increase. The actual annual Monthly Rent will increase by 3% or CPI for the NY/Northern New Jersey area, whichever is greater.

51. Holding Fee. Upon execution of the Lease, Lessee shall pay to Lessor a non-refundable "holding fee" of $8,500. The fee is paid to Lessor as consideration for Lessor holding the Premises for Lessee until August 31, 2015, or receipt of the business license, whichever date is earlier. Such payment to Lessor shall not be segregated or held for Lessee's benefit, but is consideration due Lessor when paid. For purposes of this paragraph, license shall mean a license by the State of N.Y. allowing use of the Premises for a medical marijuana operation. If Lessee fails to obtain said license by August 31, 2015, Lessor shall have the right to terminate this Lease and lease the Premises to another tenant, with no further obligation owed to Lessee. If

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the license is granted prior to August 31, 2015, and provided first payment of Monthly Rent is received no later than 15 days thereafter. Notwithstanding the foregoing, nothing shall prevent Lessor from taking back-up offers for lease of the Premises during the holding period.

52. Load Factor Calculation: The following formula is used to calculate the "Load Factor" to determine the Lessee's Load Adjusted Net Rentable Premises.

Divide the Lessee's Net Rentable Premises sq. ft. (32,446 sq. ft.) by the total Net Rentable sq. ft. of the building (458,507 sq. ft.) to get the Lessee's percentage of common area sq. ft. (.070764459). Multiply this percentage by the common area sq. ft. of the building (42,087 sq. ft.) to get the Lessee's pro-rata share of the common area sq. ft. (2,978 sq. ft.). Add the Lessee's pro-rata share of the common area sq. ft. (2,978 sq. ft.) to the Lessee's Net Rentable Premises sq. ft. (32,446 sq. ft.) to calculate the "Load-Adjusted" Net Rentable Premises sq. ft. (35,424 sq. ft.) for the Lessee. By way of example:

32,446 sq. ft./458,507 sq. ft. = .070764459 % x 42,087 sq. ft. = 2,978 sq. ft. + 32,446 sq. ft. = 35,424 sq. ft.

53. Lessee Contingency Clause: This Lease is contingent upon Lessee's receipt of a license for the growing, manufacturing and distribution of medical marijuana pills and other products being awarded by the State of New York to North Country Roots, Inc. If Lessee is unable to obtain such license by August 31, 2015, this Lease shall be terminated with no further obligation by either party to the other, except Lessor's retention of the Holding Fee.

54. Early Termination: If the allowed use is zoned out of the facility or if a change in Federal policy which substantially increases the risk of operation of a medical marijuana establishment at the Premises, including risk of federal prosecution, seizure of property under federal forfeiture laws, foreclosure by Lessor's or Lessee's lender, or nuisance prosecutions or lawsuits, the party aware of such change shall notify the other immediately. Provided there is no immediate risk of forfeiture, prosecution of foreclosure, the parties shall have 30 days to determine whether changes in law can be accommodated to allow the Lease to continue. If the parties are unable to resolve the concerns in the 30 day period, in Lessor's discretion, the Lease shall terminate and Lessee shall be responsible to pay the Lessor the equivalent of one-third (1/3) of the value of the remaining term of the Lease, or one (1) years' rent equal to (12) months of the scheduled rental rate for the next (12) months, whichever total amount is greater.

55. Entry To The Premises: The Lessor acknowledges that any right under the Lease to repossess the Premises shall not confer on it the authority to manufacture and/or dispense medical marijuana on the Premises. Further, in accordance with Article 33 of the Public Health Law, Lessor agrees to provide notice to the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 12237, which notice shall not be by certified mail, of its intent to re-enter the Premises or to initiate eviction proceedings or further that the Lease is due to expire at least (30) days prior to the date on which the Lessor intends to exercise right of re-entry or to initiate such proceedings or at least (60) days before expiration of the Lease. Notwithstanding the Lessor's right to enter the Premises for inspections, Lessor agrees that it will not enter areas restricted by licensing without being accompanied by an authorized employee of Lessee.

56. Lessee Utilities (Use, Cost & Upgrades) Water/Sewer: The cost of the Lessee's operational water/sewage usage will be charged to the Lessee. Lessee is prohibited from discharging any water and/or liquid fertilizer or any collected and/or reclaimed fluids used in, or for, the growing or manufacturing process of its plants without appropriate City department approval. All extra or reclaimed water must be recycled or removed from the premises and Property and shall not be discharged in the Property's sewer system absent prior City approval. Lessor's sole obligations with regard to water and utilities is to provide basic water needs for the restrooms and fire sprinkler systems, basic warehouse heat of the Premises (58-68 degrees F), and sewer for restrooms only. All requirements in excess of this basic use due to Lessee's operations of the Premises shall be paid by Lessee.

A.Trash: Lessee shall be responsible for the its own trash and waste removal and the cost thereof.

B.Electrical Service: Lessor will provide electrical service to Lessee for the first (12) months of its operation. The Lessee will reimburse Lessor for the cost of all electricity used and all costs incurred by Lessor

to sub-meter the buildings electrical system to the Premises. However, within (12) months of the Commencement Date of this Lease, Lessee, at its own cost, but in a manner consistent with the Lease at Section 7.3, shall install a new electrical service and a separate meter at the Premises to service the Premises its own, exclusive electrical service. Lessee acknowledges that the Premises electrical systems has not been tested or used for the type of use anticipated by Lessee. Notwithstanding Lessor's agreement to provide electricity at Lessee's cost, there shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the system or wiring inadequacy, insufficiency, stoppage, interruption or discontinuation of any utility service, whether due to incapacity, structural insufficiency, stoppage, interruption labor, dispute, breakdown, accident, repair, or other cause.

57. Agreement to Lessor's Lien and Security Interest. To secure the payment of all Rent due and to become due hereunder and the faithful performance of this Lease by Lessee and to secure all other indebtedness and liabilities of Lessee to Lessor now existing but hereafter incurred, Lessee hereby gives to Lessor an express first and prior contract lien and security interest to the fullest extent allowed by law on Lessee's accounts associated with the operation of the business and all personal property of Lessee located in the Premises, excluding, however, product whether growing, in production or completed and ready for distribution, but including without limitation all growing pods and lights and other associated personal property and fixtures which may be placed in the Premises, which items, property and accounts are more particularly described in the attachment to the UCC-1, which UCC-1 is attached hereto and incorporated by reference. Lessee hereby authorizes Lessor to sign and file the UCC-1 substantially in the form attached hereto.

58. Increase Of Security Deposit: If the Lessee expands into additional space, the Security Deposit will be increased by one month's rent charge on the additional space leased by Lessor to Lessee.

59. Financial Statements: Upon licensure and subsequent funding, Lessee to provide Lessor with financial statement for North Country Roots, Inc., per the application to lease. In addition, from time to time, upon reasonable request of Lessor, or an assignee or lender to Lessor, Lessee shall provide such financial statements and other information reasonably requested by Lessor, or its lender or assignee to evaluate the financial conditions of the business being operated at the Premises.

60. Use and Special Use Provisions. Lessor acknowledges that subject to Lessee obtaining a permit, Lessee intends to use the Premises for distribution of medical marijuana products. Lessee shall not engage in recreational sales of marijuana, nor shall any products be placed into inter state or international shipping commerce from the Premises. Notwithstanding Lessee's obligation to comply with all laws, due to lack of Federal regulatory approval, Lessee shall comply with all applicable state and local laws, including but not limited to existing and future state cannabis licensing and program rules. Lessee shall be required, at its sole expense, for installation of all security systems or other Premises improvements necessary to protect is operations or as required for license approval. Lessor reserves the right to have all security or related special improvements required for Lessee's operation of the Premises removed, at Lessee's expense, upon termination of the Lease.

A. Mold. Lessee's use of the Premises will include cultivation of plants, with growing conditions requiring moisture and heating lamps. Lessee has inspected the Premises and agrees there is no evidence of mold or mildew contamination as of the Effective Date. During term of the Lease, Lessee shall take all steps necessary to ensure that it mitigates moisture build up to prevent or eliminate mold and mildew contamination, including regularly monitoring for such conditions. Lessee shall remediate any mold or mildew conditions as soon as they develop, at its expense, using trained and experienced mold remediation contractors, and agrees to notify Lessor if any conditions developed including those related to common use areas of the Property. Subject to entry limitations set forth herein, Lessor shall have the right, but not the obligation, to inspect the Premises for mold or mildew contamination. Upon Lessor's reasonable request, Lessee shall have Premises tested for by a qualified industrial certified hygienist to address detection and associated risks, with copy of report provided to Lessor. Lessee shall further notify, in accordance with applicable state or local health and safety requirements, its employees and occupants and visitors to the Premises of the nature, location and schedule for any mold remediation. All mold/mildew management and remediation shall done in compliance with federal, state, local or regulatory standards or guidelines including without limitation, EPA Guidelines.

B. Insurance. Due to Lessee's intended use of the Premises, the Lessor's current property and liability

insurance carrier may elect to discontinue coverage or require supplemental or additional coverage and/or other policy changes, such has an increased deductible or additional exclusions from coverage. Lessee agrees to cooperate with Lessor's insurance carrier to provide all information necessary for the insurance carrier to determine the scope and insurability of the Property in which the Premises is located based on Lessee's use. If, for any reason, Lessor's carrier refuses to insure or renew the Property policy at its current premium (evaluated without consideration of Lessee's use) or otherwise conditions or terminates insurance coverage due to Lessee's use of the Premises, Lessor shall attempt to procure alternate Property insurance acceptable to Lessor; however, in addition to Lessee's insurance coverage, Lessee shall have the obligation to pay to Lessor on demand the total difference in cost between Lessor's current insurance costs and the new insurance costs, including covering any increased deductible or uncovered risks resulting from replacement insurance. Further, if Lessor is unable to obtain insurance, Lessee shall be required to procure insurance covering the entire Property, with Lessor reimbursing Lessee only that portion of the insurance Lessor would have paid but for increased cost or policy differentials due to Lessee's use. If Lessee obtains the policy, Lessor shall be an additional named insured. Lessor and Lessee shall work together to implement an acceptable insurance plan for the Property. If, in Lessor's discretion, the insurance risks, cost or coverage of available insurance is not acceptable, Lessor may terminate the Lease upon 30 days written notice to Lessee. Any insurance payments to Lessor under this paragraph shall be paid to Lessor on or before the policy due dates and failure to reimburse or pay Lessor such amounts shall be a material breach of this Agreement.

61. Lessee's Alterations. Lessor understands that Lessee will be making alternations to the Premises, subject to Lessee's compliance with Section 7.2 of the Lease, and Lessor agrees that its approval to such alterations shall not be unreasonably withheld so long as Lessee is in compliance with Section 7.2. Unless included as Lessor's Work, all alternations are at Lessee's sole risk and expense.

62. Assignment. Notwithstanding the Lease at Section 12.1(b), Lessor acknowledges that Lessee intends to issue share interests to investors which may result in a dilution of current ownership below 75% resulting in a de facto assignment. Lessor agrees that Lessee shall be able to assign ownership interests in excess of 25% during the first year of this Lease without requiring Lessor's consent, through sale of shares. However, after the first year of the Lease, unless the Lessee is a public company, any transfer of more than 25% of the ownership interest of the Lessee shall be deemed an assignment per Section 12.1 of the Lease requiring Lessor's reasonable consent. It shall be reasonable for Lessor to request that assignments of more than 25% of the ownership interest be conditioned on any new owner first agreeing to personally guaranty the obligations of Lessee per Section 37 of the Lease.

63. Additional Security. Because the president of the corporation will not recommend to shareholders that the shareholders individually or collectively guarantee the obligations of the Lessee, if, at any time during the Lease, due to Rent defaults or other breaches of the Lease, whether or not subsequently cured, or if Lessor is required to subordinate its security interest in Lessee's assets granted per paragraph 57 above, Lessor shall have the right to require that Lessee issue in favor of Lessor a letter of credit, financial guaranty, escrow account, security deposit or other surety in an amount sufficient to cover total Rent obligation for a 6-month period. Such additional security shall be substantially in place within 30 days of Lessor's written request for such additional security.

INITIALS

INITIALS

OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated 5-1-2015

By and Between (Lessor) Main Mill Street Investments, Inc.

By and Between (Lessee) North Country Roots, Inc.

Address of Premises: 22 Power Dam Way, Plattsburgh, NY 12901

Paragraph 64

A. **OPTION(S) TO EXTEND:**
Lessor hereby grants to Lessee the option to extend the term of this Lease for Three (3) additional Twelve (12) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

(i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least One but not more than Six months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.

(ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.

(iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.

(iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.

(v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:
(Check Method(s) to be Used and Fill in Appropriately)

☐ I. **Cost of Living Adjustment(s) (COLA)**
a. On (Fill in COLA Dates): _____

the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area):

All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"):

The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

☐ II. **Market Rental Value Adjustment(s) (MRV)**
a. On (Fill in MRV Adjustment Date(s)) _____

the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:
1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in

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OE-4-04/14E

writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an ☐ appraiser or ☐ broker ("**Consultant**" - check one) of their choice to act as an arbitrator. The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and
2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☑ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below: Rates reflect a 3% increase and are subjuect to change as increase is based on 3% per year, or CPI for the NY/Northern NJ area, whicever is greater.

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
7-1-2022	$23,608.96
7-1-2023	$24,317.23
7-1-2024	$25,046.75

☐ **IV. Initial Term Adjustments.**

The formula used to calculate adjustments to the Base Rate during the original Term of the Lease shall continue to be used during the extended term.

B. NOTICE:

Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.

C. BROKER'S FEE:

The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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OE-4-04/14E

FORM

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Rex Jacobsma, 805-239-3090

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Main Mill Investments, LLC
Attn: Rex Jacobsma
P.O. Box 1833
Paso Robles, CA 93447

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: **North County Roots, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
22 Power Dam Way	**Plattsburgh**	**NY**	**12901**	**USA**

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
Not Applicable		**Corporation**	**REQUIRED**	**REQUIRED** ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
Not Applicable				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: **Main Mill Investments, LLC**

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P.O. Box 1833	**Paso Robles**	**CA**	**93447**	**USA**

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's machinery, equipment, furniture, furnishings, tools, tooling, fixtures, leasehold improvements, accessories, and other personal property located on the Premises, as defined in the Multi-Tenant Lease-Gross between the Debtor, as Lessee, and Secured Party, as Lessor, dated May 1, 2015, as more particularly described in Exhibit A, attached, and all inventory, accounts receivable, instruments, contract rights and other rights to receive the payment of money, patents, chattel paper, licenses, leases and general intangibles, including all trade names and trade styles and all additions, accessions, modifications, improvements, replacements and substitutions thereto and therefor, whether now owned or hereafter acquired or arising, and the proceeds, products and income of any of the foregoing, including insurance proceeds, related to the Premises, but specifically excluding all margin product, whether growing, in production or completed for sale or distribution.

5. ALTERNATIVE DESIGNATION [if applicable]: ☑ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☑ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name**: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.

1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.

1b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mery Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).

1c. An address is always required for the Debtor named in 1a or 1b.

1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.

1e,f,g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.

4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).

5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.

6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).

7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.

8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

EXHIBIT A
North Country Roots Inc.
LEGAL DESCRIPTION

Tax Map Number 221.14-2-1.1

ALL THAT TRACT OR PARCEL OF LAND, situate on the northerly side of Main Mill Street in the City of Plattsburgh, County of Clinton, State of New York, more particularly described as follows:

BEGINNING AT a capped iron rod set in the northerly bounds of said Main Mill Street, which point is the southeasterly corner of the premises herein described and the southwesterly corner of a certain 50 foot wide trip of land which runs north and south between Main Mill Street and Underwood Avenue, which said strip of land is part of lands now or formerly of the City of Plattsburgh by virtue of Deed Instrument No. 128463 recorded in Clinton County Clerk's Office;

Thence South 83°19'47" West along the northerly bounds of said Main Mill Street 798.77 feet to a point on line in said northerly bounds of Main Mill Street;

Thence continuing in the same course 83°19'47" West along the northerly bounds of said Main Mill Street 50.06 feet to a capped iron rod set in the easterly bounds of a certain triangular shaped parcel of land now or formerly of the City of Plattsburgh by virtue of Deed Liber 987 Page 158 recorded in the Clinton County Clerk's Office;

Thence North 32°20'12" West along the northeasterly bounds of said lands of the City of Plattsburgh 94.16 feet to a capped iron rod found at the northerly most corner of said lands of the City of Plattsburgh;

Thence South 47°28'29" West along the northwesterly bounds of said lands of the City of Plattsburgh 122.82 feet to a beginning of a curve to the left having a radius of 326.55 feet and a degree of curvature of 17°32'45";

Thence southwesterly along said curve an arc distance of 68.25 feet to a railroad spike found at the southwesterly corner of said lands of the City of Plattsburgh and the northwesterly corner of lands now or formerly of County of Clinton Industrial Development Agency by virtue of Deed Liber 968 Page 192 recorded in the Clinton County Clerk's Office;

Thence continuing southwesterly along said curve having a radius of 326.55 feet and a degree of curvature of 17°32'45", an arc distance of 343.62 feet to a capped iron rod set in the easterly bounds of lands now or formerly of the Delaware and Hudson Company by virtue of Deed Liber 107 Page 806 recorded in the Clinton County Clerk's Office;

Thence North 27°35'11" West along the easterly bounds of said lands of the Delaware and Hudson Company 162.68 feet to the beginning of a curve to the right having a radius of 792.40 feet and a degree of curvature of 07°13'50";

Thence northerly along said curve an arc distance of 631.92 feet to a capped iron rod set at the northeasterly corner of land of said Delaware and Hudson Company.

Thence North 70°42'42" West along a northerly line of lands of said Delaware and Hudson Company 66.00 feet to the northwesterly corner of lands of said Delaware and Hudson Company to a capped iron rod set;

Thence southerly along a curve convex to the west having a radius of 858.40 feet and a degree of curvature of 06°40'29", an arc distance of 685.25 feet to the point on tangency of said curve;

Thence South 27°35'11" East and continuing along said westerly bounds of said Delaware and Hudson Company 537.31 feet to a capped iron rod set, which point is also the northerly most corner of lands now or formerly of Geoffrey Titherington by virtue of Deed Liber 692 Page 98 recorded in the Clinton County Clerk's Office;

Thence turning and running South 06°49'46" East along the northerly line of lands of said Geoffrey Titherington 43.77 feet an upright iron rail found in said line;

Thence continuing in the same course South 06°49'46" East 42 +/- feet to a point in easterly edge of the Saranac River;

Thence in a general northerly direction, downstream, along the easterly edge of said Saranac River 4,236 +/- feet to the northeasterly corner of the premises being described herein and the northwesterly corner of lands now or formerly of RDP Real Estate, LLC by virtue of Deed Instrument #97591 recorded in the Clinton County Clerk's Office;

Thence South 24°16'23" West along the westerly end of Underwood Avenue 91.59 feet to a 3 inch iron pipe found at the southwesterly corner of said Underwood Avenue, which point is also the northwesterly corner of lands now or formerly of the City of Plattsburgh by virtue of Deed Instrument No. 128463 recorded in the Clinton County Clerk's Office;

Thence South 07°46"13" East along the westerly bounds of lands of said City of Plattsburgh 444.91 feet to a concrete monument found at an angle point in said line;

Thence South 09°49'47" West along the westerly bounds of lands of said City of Plattsburgh 386.02 feet to the point or place of beginning.

Together with the rights, privileges and easements granted by instruments recorded in the Clinton County Clerk's Office in Liber 32 of Deeds at page 295, Liber 105 of Deeds at page 172, Liber 105 of Deeds at page 597, Liber 106 of Deeds at page 755, Liber 108 of Deeds at page 86, Liber 131 of Deeds at page 443, and Liber 151 of Deeds at page 146.

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

EXHIBIT B

North Country Roots Inc.

22 Power Dam Way, Plattsburgh, NY 12901

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

EXHIBIT D
North Country Roots Inc.
RULES AND REGULATIONS

1. No part of the whole of the sidewalks, parking area, entrances, passages, courts, or vestibules of the Premises shall be obstructed or encumbered by any Lessee or used for any other purpose other than ingress and egress to and from the space demised to such Lessee.

2. No awnings or other projections shall be attached to the inside or outside walls or windows of the Premises. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the space demised to any Lessee.

3. No sign, advertisement, object notice, or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the space demised to any Lessee or of the Premises, without the express written consent of the Lessor.

4. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown herein.

5. Neither Lessee nor any of Lessee's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the Premises any flammable, combustible, or explosive fluid, chemical, or substance other than those substances in reasonable quantities, customarily used in Lessee's operations and as long as these substances are used in accordance with applicable local, state and Federal regulations.

6. No Lessee shall mark, paint, drill into, or in any way deface any part of the Premises or the Property. No boring, cutting, or stringing of wires shall be permitted unless previously approved by Landlord.

7. No cooking shall be done or permitted in the Premises by any Lessee without prior written consent from Landlord. No Lessee shall cause or permit any unusual or objectionable odors to emanate from the space demised to such Lessee.

8. Neither the whole nor any part of the space demised to any Lessee shall be used for the storage of merchandise, or for the sale of merchandise goods, or property of any kind at auction.

9. Without prior approval of Lessor, no additional locks or bolts of any kind shall be placed upon any of the doors or windows in the space demised to any Lessee, nor shall any changes be made in locks or mechanism thereof other than what may be required by applicable local, state and Federal regulations. Each Lessee must, upon the termination of his tenancy, restore to Lessor all keys, either furnished to, or otherwise procured, by such Lessee, and in the event of the loss of any such keys, such Lessee shall pay Lessor the reasonable cost of replacement keys.

10. All removals from the Building, or the carrying in or out from the Premises of any safes, freight, furniture, or bulky matter of any description must take place during such hours and in such manner as Lessor or its agents may determine from time to time. Lessor reserves the right to inspect all freight to be brought into the Premises and to exclude from the Premises all freight which violates any of these rules and regulations of the provisions of such Lessee's Lease.

11. Except for Lessee's approved use, Lessee shall use or occupy or permit any portion of the Premises to be used or occupied for the storage, manufacture, or sale of liquor, narcotics or drugs unless permitted or licensed by the proper Government authority. No Lessee shall engage or pay any employees of Lessor or Lessor's agents.

12. Lessor shall have the right to prohibit any advertising by any Lessee which, in Lessor's opinion, tends to impair the reputation of the Premises or its desirability, and upon notice from Lessor, such Lessee shall refrain from or discontinue such advertising.

13. Each Lessee, before closing and leaving the space demised to such Lessee at any time, shall see that all entrance doors and Property security gates are locked.

14. Lessor reserves the right to control and operate the public portions of the Property and the public facilities, as well as facilities furnished for the common use of the Lessees, in such manner as it deems best for the benefit of the Lessees generally.

15. No space demised to any Lessee shall be used, or permitted to be used, for lodging, or sleeping or for any immoral purposes that are deemed illegal under applicable state laws.

16. The requirements of Lessees will be attended to only upon application at the office of the Lessor. Building employees shall not be required to perform, and shall not be requested by any Lessee to perform any work outside of their regular duties, unless under specified instructions from the office of Lessor.

17. Canvassing, soliciting, and peddling on the Premises and the Property are prohibited, and each Lessee shall cooperate in seeking their prevention.

18. There shall not be used in the Building, either by Lessee or by its agents or contractors, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and other safeguards as Lessor may require.

19. No animals of any kind shall be brought into or kept about the Premises or Property by any Lessee.

20. No Lessee shall place, or permit to be placed, on any part of the floor or floors of the space demised to such Lessee a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law.

21. No vending machines shall be permitted to be placed or installed in any part of the Premises by any Lessee without written approval from the Lessor.

22. No radio or television antenna or other device shall be erected on the roof or exterior wall of the Premises without first obtaining in each instance the Lessor's consent in writing. Any antenna or device installed without such written consent shall be subject to removal at Lessee's expense without notice at any time.

23. No loud speakers, television, phonographs, radios, tape players, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Lessor.

24. The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee. If there is no plumbing in Lessee's Premises, but in the Common Area only, then the plumbing will be maintained and repaired by the Lessor, unless otherwise stated.

25. The Common Area hallways, if applicable, shall be kept free and clear from any inventory, merchandise, stored materials, or materials being received.

26. Lessee shall not burn any trash or garbage of any kind in or around the Premises.

27. Lessee shall keep and maintain the Premises (including without limitation, exterior and interior portions of all windows and all other glass, doors, floors, hallways, loading dock areas, etc) in a neat and clean condition. If the Lessee fails to comply with this rule the Lessor reserves the right to enter the Lessee's leased area to perform the cleaning service and will bill the Lessee for this service at a rate of $45.00/hour or at the then current market rate being charged by the Lessor at the time of the work.

28. Lessee shall not install, operate or maintain in the Premises any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Lessor.

29. Lessee shall not suffer, allow or permit any vibration, noise, light, odor, or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Lessor or any of the other Lessees of the Property.

30. Municipal, state and federal government agencies, along with the Lessor's insurance carrier(s), have imposed certain rules and regulations which must be followed by each Lessee. These include, but are not limited to such topics as the monthly monitoring of the fire extinguishers in the Lessee's leased area; the safe storage of empty pallets and bailed paper products; prompt removal of waste materials (empty cardboard boxes, broken pallets, etc); the closing of all fire doors at the end of each work day; etc. The Lessor will bring these rules to the attention of the Lessee, however it is the responsibility of the Lessee to be in full compliance at all times. Failure to follow these requirements can result in financial penalties being imposed by the government agencies and/or additional financial liability to the Lessee if damage or injury is associated with their failure to comply.

31. Lessor reserves the right, at any time and from time to time to rescind, alter, or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Lessor's judgment, for its best interests or for the best interests of the Lessees and the Property.

EXHIBIT E

LESSOR PREMISES PREPARATION REQUIREMENTS
North Country Roots Inc.

1) Lessor agrees to provide Premises in broom clean condition.

2) Lessor agrees to block and or seal any open areas, doors, windows as required to meet one-hour fire rated standards. Any and all additional work required by Lessee for security, whether desired or required for license approval, shall be done at Lessee's sole cost and expense, subject to Lessor approval rights.

3) Lessor agrees to install a window in S-7 office space on upper level facing the interior of Bldg P; however, Lessee shall reimburse Lessor for the cost of such work.

4) Lessor agrees to coordinate with Lessee and its security staff or company to identify all access points for wiring and the drilling of all necessary holes for installation of a security system; however, Lessor shall have no obligation to provide access points or writing sufficient for such installation.

5) Lessor to remove stored HVAC parts from S1-7.

EXHIBIT F

LESSEE CONSTRUCTION AND MAINTENANCE REQUIREMENTS
North Country Roots, Inc
22 Power Dam Way, Plattsburgh, NY 12901

In addition to other maintenance obligations set forth in the Lease, Lease agrees as follows:

1) Lessee accepts the Premises located at 22 Power Dam Way, Plattsburgh, NY 12901 with the improvements to be constructed by Lessor as provided in EXHIBIT E. Any and all additional improvements will be the responsibility of the Lessee.

2) The existing fire extinguishers will be tested, recharged and re-certified where required. Lessee will be required to monitor the condition of each fire extinguisher in the Premises each month during the term of the lease. Any defects (used, no pressure, out dated, etc.) must be reported to the Lessor as soon as possible. Annual maintenance of the fire extinguishers will be the responsibility of the Lessor. All other fire extinguisher maintenance required will be the responsibility of the Lessee, i.e. discharge from use in suppressing a fire in the Lessee's leased area, by accidental discharge, by damage, etc.

3) Lessee shall be responsible for drains needed for operation at Lessee's expense.

4) Lessee shall install all necessary ventilation units needed for operation, mold prevention and compliance with occupational health and safety requirements at Lessee's expense.

5) Lessee shall be responsible for installation of its own separately metered power source for its manufacturing operations and lighting, as well as all cost and monthly charges related thereto.

6) Lessee shall be responsible for all air and water installations necessary for its operations. This includes a sub-meter for water used in the manufacturing operation so accurate billings can be managed.

EXHIBIT G
MOVE IN INSPECTION FOR
North Country Roots, Inc.

To be produced just prior to the Lessee taking possession of the leased space. The Lessor will take digital pictures of the "as is" condition of the facility at that time. Copies of the pictures will be provided to the Lessee and a permanent record will be maintained with the lease documents at the Lessor's place of business.

EXHIBIT H
LIST OF ADDITIONAL INSURED

North Country Roots Inc.
22 Power Dam Way, Plattsburgh, NY 12901

1. Industrial Management, LLC
2. Main Mill Street Investments, LLC
3. Norman Berlinski
4. Gail Bohanman
5. Coos Construction No. Two
6. Dark & Samantha Dole
7. Stephen R England
8. Martha Fox
9. 2000 Krill Trust
10. Patrick Mckeon Trust
11. Kristine P Redcher
12. Thelma O Swanson, Surviving trustee of Swanson Trust
13. David &Sandra Volk
14. Karex Property Management Services, Inc
15. River Bend Property Management, Inc

Please instruct your insurance carrier to mail the insurance certificate, naming the above additional insured to Karex Property Management Services, Inc, PO Box 1321, Paso Robles, CA 93447. Typically there will be no additional charge from your carrier for this certificate.

Page 1 of 1

Landlord
Tenant

COMMERCIAL LEASE

1. PARTIES:

This Lease dated the 1st day of May, 2015 is made by and between

High Peaks Realty, LLC
675 New York 3 #201
Plattsburgh, NY 12901

(herein called "Landlord") and

NORTH COUNTRY ROOTS, INC.
64 TRAFALGAR DR.
PLATTSBURGH, NEW YORK, 12901

(herein called "Tenant").

2. PREMISES:

2.1 Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the Demised Premises described in Schedule A attached, together with the right to use, in common with others, the Building grounds, parking areas, walks, drives, corridors and common bathrooms. It is agreed that:

a) The square foot area of the Demised Premises is 1,841 sf. identified as Suite 108.
b) The total leasable area of the Building in which said Demised Premises are located is 22,567 sf.
c) The Demised Premises constitute 8.2% of the total leasable Building area.
d) The Demised Premises are shown on Schedule A as Tenant Space __D__ .
e) The Demised Premises are leased AS IS. Any improvements required by Tenant shall be made at Tenant's expense, subject to Landlord's approval of the improvements as set forth herein.

3. TERM:

3.1 Term. The term of this Lease shall be seven (7) years commencing May 1, 2015 and ending April 30, 2021 unless sooner terminated pursuant to any provision hereof.

Landlord
Tenant

4. RENT:

4.1 Base Rent. The base annual rent shall be the amount(s) set forth in the following table and shall be payable in installments as set forth in said table. [1]

lease year	premises sf	base annual rent	base monthly rent
1	1841	$ 22,092.00	$ 1,841.00
2	1841	$ 22,754.76	$ 1,896.23
3	1841	$ 23,437.40	$ 1,953.12
4	1841	$ 24,140.52	$ 2,011.71
5	1841	$ 24,864.74	$ 2,072.06
6	1841	$ 25,610.68	$ 2,134.25
7	1841	$ 26,379.00	$ 2,198.25

Rent for any period during the term hereon which is for less than one month shall be a pro-rata portion of the monthly rent. Rent Installments are due on the first day of each month.

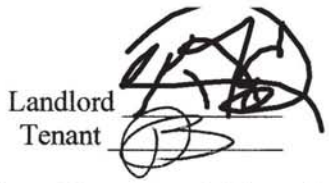
4.2 ADDITIONAL RENT.

In addition to the Base Rent the Tenant shall pay as Additional Rent the COMMON AREA AND BUILDING OPERATING COSTS referenced in section 12 infra and a portion of the TAXES as set forth in section 13 infra.

4.3 RENT PENDING GRANT OF LICENSE; TENANT IMPROVEMENTS.

4.3.1 The Tenant has an application pending with New York State for a license to manufacture and dispense medical marijuana. The Landlord has agreed to reserve the leased space for the Tenant for a three month period ending July 31, 2015 in consideration for the Tenant's agreement to pay rent of $500 per month during said three month period. If the said license is not granted prior to July 31, 2015, this lease agreement shall

[1] table includes 3% per year rent increase



terminate and neither party shall have any liability to the other. The terms of this section may be extended by a written addendum signed by Landlord and Tenant

4.3.2 Except as provided in section 4.3.3, the full base rent and additional rent shall be become payable on earlier of August 1, 2015, or the date Tenant commences tenant improvements.

4.3.3 Landlord agrees that upon commencement of the full base rent and additional rent, Tenant will receive a rent credit equal to the base rent, but not the additional rent, for a twelve month period.

5. SECURITY DEPOSIT:
The Tenant has deposited with the Landlord the sum of $_____0_____ Dollars as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant. Such sum shall be returned to the Tenant after the expiration of this lease, provided the Tenant has fully and faithfully carried out all of its terms. In the event of a bona fide sale of the property of which the leased Demised Premises are a part, the Landlord shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Landlord shall be released from all liability for the return of such security to the Tenant.

6. USE:

6.1 Use. The Demised Premises shall be used and occupied for the following purpose:

The Landlord and Tenant mutually acknowledges that the purpose of the Tenant's lease of the Premises is to operate a facility for the manufacture or dispensing of medical marihuana as provided under the laws and regulations of the State of New York.

Landlord
Tenant

Tenant agrees to comply with the Rules as set forth in Schedule B. Tenant agrees that Landlord may adopt or amend Rules at any time without Tenant's consent or approval provided the Rules apply generally to all tenants in the building.

6.2 Compliance with Law. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Demised Premises in any manner that will tend to create waste.

6.3 Condition of Premises. Landlord shall deliver the Demised Premises to Tenant in a clean condition on the commencement date (unless Tenant is already in possession).

Tenant hereby accepts the Demised Premises in its present condition as of the commencement date (or the date Tenant takes possession, whichever comes first) subject to all applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and any easements, covenants or restrictions of record and accepts this Lease subject thereto. Tenant acknowledges that it has satisfied itself that the Demised Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or future suitability of the Premises.

7. MAINTENANCE, REPAIRS AND ALTERATIONS:

7.1 Tenant's Obligations. Except with respect to Landlord's obligations as set forth in this Agreement, Tenant shall, during the term of this Lease, keep in good order, condition and repair, the Demised Premises and every part thereof .

7.2 Landlord's Obligations. Unless maintenance, repair or replacement is required by the Tenant's negligence, the Landlord shall maintain the exterior walls, roof and foundation at its expense. Landlord shall maintain, repair and replace the Common Areas and Building water, sewer, electric, and HVAC systems, the cost of which shall be apportioned and payable as a Common Area and Building Expense under paragraph 12 infra. Landlord shall not be obligated to paint, repair or replace wall coverings, or to repair or replace any tenant improvements. Except as otherwise provided, there shall be no abatement of rent or liability of Landlord on account of any personal injury or interference with Tenant's business with respect to any improvements, alterations or repairs made by Landlord to Demised Premises or any part thereof.

7.3 Alterations. Tenant shall make no alterations to the Demised Premises without Landlord's written consent. Tenant may not, without the express consent of the Landlord , fasten any floor covering to the sub floor of the Demised Premises with adhesives of any kind. Any alterations made shall remain on and be surrendered with the Demised Premises on expiration or termination of the term, except, that Landlord can elect within thirty (30)

Landlord
Tenant

days before expiration of the term, or within ten (10) days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its expense, shall restore Demised Premises to the condition designated by the Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

8. UTILITIES:

8.1 Utility Services. The Demised Premises, other Premises in the Building and the Common Areas are served by common electric, water and sewer, heating, air conditioning and ventilation systems (hereinafter "common utility systems"). The Tenant shall pay to Landlord, as additional rent, a proportion of the cost of electricity, water and sewer use charges and heating and cooling fuels for such common utility systems based upon the ratio of the square feet of the Demised Premises to the total square feet of the Building of which the Demised Premises forms a part, as recited in paragraph 2.1 supra, which proportionate share is 9.7% of such costs.

The Landlord may install separate meters or sub meters on electric, water and fuel lines that provide service to the Demised Premises, or to the first and second floors of the Building. If separate or sub meters are installed the provide utility services exclusively to the Tenant's Demised premises, the Tenant shall pay utility service charges based on such meters and the amount paid shall be deducted from the Tenant's share of the common utility system charges. If separate or sub meters are installed that provide utility services exclusively to the first and second floors, the cost of utility charges for each floor shall be allocated among the Tenants occupying that floor.

8.2 Interruptions. There shall be no abatement of rent and Landlord shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Landlord's reasonable control.

9. SURRENDER:

9.1 Surrender. On the last day of term hereof, or on any sooner termination, Tenant shall surrender the Demised Premises to Landlord in good condition, broom clean, ordinary wear and tear, damage by fire, acts of God or any other cause within the scope of the fire and extended coverage insurance contemplated hereunder is excepted. All alterations, improvements or additions which may be made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Demised Premises at expiration of the term. Tenant's machinery, equipment and other trade fixtures other than that which is affixed to the Demised Premises so that it cannot be removed without permanent damage to the Premises, shall remain the property of Tenant and may be removed by Tenant.

Landlord
Tenant

10. INSURANCE:

10.1 Liability. Tenant shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring the Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Demised Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than $1,000,000 per occurrence of bodily injury and property damage combined. Landlord shall be an additional named insured on said insurance policy or policies and said policy or policies shall provide that same cannot be canceled unless Landlord is given thirty (30) days written notice of such cancellation.

10.2 Other Coverage. Landlord shall maintain fire and extended coverage insurance on the Demised Premises in such amounts as Landlord shall deem appropriate. The cost of such insurance shall be allocated among the building tenants as a Building Operating Cost charge, pursuant to par. 12 infra. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, including removable trade fixtures, located in the Premises.

10.3 Waiver of Subrogation. Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the certificates or insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

10.4 Hold Harmless. Tenant shall indemnify, defend and hold harmless Landlord from all and any claims arising from use of the Demised Premises by Tenant or any sub-Tenant , assignee or permissive user of the Premises, or from the conduct of business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease, including the obligation to obtain and maintain liability and fire insurance, or arising from any negligence of Tenant, its agents, contractors, employees, sub-Tenant s, assignees, or invitees, and from any and all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or entry to person in or about the Demised Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, excepting where said damage arises out of the active negligence of Landlord.

10.5 Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage

Landlord
Tenant

to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises from any and all causes except the active negligence of Landlord.

11. DAMAGE OR DESTRUCTION:

11.1 Damage to Premises. In the event the improvements on the Demised Premises are damaged or destroyed partially, from any cause covered by an insurance required to be maintained under Article 10, the Landlord shall repair, restore, and rebuild the Demised Premises to their condition existing immediately prior to such damage or destruction. Such repair, restoration and rebuilding shall be commenced within a reasonable time after such damage or destruction.

11.2 In the event the Building containing the Demised Premises is damaged as to render the Building wholly un tenantable or unfit for occupancy, then the Landlord shall have a period of forty-five (45 days from the date of such destruction to determine, at its election whether the Demised Premises should be rebuilt, and Landlord thereafter shall have a period of one hundred twenty (120) days from the date of commencement of substantial repairs or reconstruction of the Demised Premises to rebuild the Demised Premises to the same condition as upon initial delivery thereof to Tenant . Notwithstanding the foregoing, the term hereby created, at the option of the Landlord. shall cease and become null and void from the date of such damage or destruction; and if such option is exercised the Tenant shall immediately surrender Demised Premises and all Tenant 's interest therein to Landlord and shall pay rent only to the time of such surrender. However, should the Demised Premises be rendered un tenantable and unfit for occupancy but yet be repairable, at the Landlord 's election the Landlord shall repair the same with reasonable promptness, and in that case the rent accrued and accruing shall equitably abate. Tenant shall immediately notify Landlord in case of fire or other damage to the premises. No claim shall be made by the Tenant in any case for compensation or damages by reason of interruption of its business through any such destruction and damage to the Demised Premises or arising from the necessity, of repairing any portion of the entire Demised Premises of which the Demised Premises are a part.

12. COMMON AREA AND BUILDING OPERATING COSTS:

12.1 As additional rent, Tenant shall pay to Landlord a proportion of the Common Area Operating Costs and Building Operating Costs. Tenant's proportion shall be based upon the ratio of the square feet of the Demised Premises to the total square feet of the Building of which the Demised Premises forms a part, as recited in paragraph 2.1 supra.

12.2 The term Common Area Operating Costs means the total costs and expenses incurred by Landlord, or for which Landlord is obligated, in managing, operating, servicing and maintaining all common areas and facilities, specifically including without limitation:

Landlord _____
Tenant _____

12.2.1 planting, replanting and maintaining the landscaping,
12.2.2 repairs, replacement, resurfacing, line painting and maintenance of blacktop areas
12.2.3 exterior building and parking lot light poles and fixtures
12.2.4 building signs and tenant directories
12.2.5 inspection, maintenance and repair of the building elevator
12.2.6 cleaning and supplies for common lobbies, corridors, stairwells and bathrooms
12.2.7 removal of trash, rubbish, garbage and other refuse, except medical waste which shall be segregated and disposed of by tenant in accordance with requirements of law.
12.2.8 removal of snow

12.3 The term Building Operating Costs means the total costs and expenses incurred by Landlord, or for which Landlord is obligated, to provide the following services for building tenants:
12.3.1 heating and cooling costs, including fuel and the maintenance and repair costs for heating, ventilation and air conditioning systems
12.3.2 water and sewer use charges
12.3.3 electric utility charges
12.3.4 public liability and property damage insurance premiums, including insurance deductible costs
12.3.5 real property tax costs as set forth in paragraph 13 infra
12.3.6 property management fees equal to 5% of the base rents on the Building.

12.4 Tenant 's foregoing additional rental shall be paid to Landlord without offset or deduction on a monthly basis, together with the fixed minimum base rent.

12.5 This additional rent shall initially be paid at the rate of $4.00 per square foot per month, but shall be subject to adjustment at the sole discretion of Landlord upon ten (10) days' written notice to Tenant . If at the end of any fiscal year there shall be a deficiency in the amount of such additional rental paid by Tenant and/or Tenant 's proportionate share, such deficiency shall be paid to Landlord upon demand. If at the end of any fiscal year the total amount of such additional rental paid by Tenant exceeds Tenant 's proportionate share, Tenant shall receive a credit equivalent to such excess which shall be applied against Tenant 's subsequent payments of such additional rental.

Landlord
Tenant

12.6 Upon the date of any expiration or termination of this Lease, whether the same be the date herein set forth for the expiration of the term, or any prior or subsequent date, the entire amount of additional rent herein provided for shall immediately become due and payable by Tenant to Landlord . Tenant 's obligation to pay any and all additional rent under this Lease shall survive any expiration or termination of this Lease.

13 TAXES:

13.1 As additional rent Tenant shall pay its proportionate share of all real property taxes and assessments or governmental impositions in lieu thereof, be they special or otherwise of every kind and nature (including without limitation, assessments for public improvements or benefits whether or not commenced during the term of this Lease), and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character (including all penalties or interest thereof, if incurred due to Tenant 's late payment), which at any time during or in respect of the term of this Lease may be assessed, levied, confirmed, or imposed on or in respect of or be a lien upon the Building or the Demised Premises.

13.2 The foregoing additional rental shall be paid within ten (10) days of Landlord billing Tenant therefore. Landlord reserves the right to have Tenant establish a tax escrow with Landlord . In such event Tenant shall pay to Landlord an amount equal to one (1) year's taxes attributable to the Demised Premises and thereafter Tenant shall pay to Landlord a monthly amount reasonably determined by Landlord to cover the next tax bill. If at any time there is a shortfall in said, account Tenant shall pay such shortfall to Landlord within ten (10) days of demand therefore.

14 LATE CHARGES AND INTEREST:

14.1 Late charges. If any installment due under this Lease is not received by Landlord within ten (10) days after the due date, Tenant agrees to pay Landlord a late charge equal to 5% of such overdue amount. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this Lease.

14.2 Interest. Unpaid installments of rent or other sums bear interest from 3 days after the date due at the rate of ten percent (10%) per annum, compounded monthly.

Landlord
Tenant

15 ASSIGNMENT OF INTEREST:

15.1 Assignment of Interest. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or allow any person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld.

16 DEFAULT: REMEDIES:

16.1 Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) Abandonment of the Demised Premises by Tenant.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three days after written notice thereof from Landlord to Tenant.

(c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) The making by Tenant of any general assignment or general arrangement for benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(e) SPECIAL PROVISIONS REQURIED BY NYS. The foregoing notwithstanding, 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

Landlord _____
Tenant _____

60 days before expiration of the lease.

16.2 Remedies in Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; and that portion of the leasing commission paid by Landlord applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of (i) retaking possession of the Demised Premises and recovering from Tenant the amount specified in this Article 15.2(a), or proceeding under Article 15.2 (b).

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue and other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of New York.

(d) Landlord, at any time after tenant commits a default, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid. The sum, together with interest hereon, shall be additional rent. All rent, including sums paid by Landlord pursuant to this Article 15.2 (d) shall bear interest at the rate of ten percent (10%) per annum from the date the sum is due until Landlord is reimbursed by Tenant.

16. CONDEMNATION:

16.1 Condemnation. If the Demised Premises or any portion thereof are taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said

Landlord
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power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. All awards for the taking of any part of the Demised Premises or any payment made under the threat of the exercises of power of eminent domain shall be the property of Landlord, whether made as compensation for diminution of value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of damage to Tenant's trade fixtures and removable personal property.

17. GENERAL PROVISIONS:

17.1 Landlord's Interests. The term "Landlord" as use herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground Lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligation contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective period of ownership.

17.2 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

17.3 Time of Essence. Time is of essence.

17.4 Incorporation of Prior Agreement; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

17.5 Holding Over. If Tenant remains in possession of the Demised Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount 150% of the last monthly rental plus all other charges payable hereunder, and upon the terms hereof applicable to month-to-month tenancy.

17.6 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

17.7 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

Landlord
Tenant

17.8 Binding Effect. This Lease shall bind the parties, their personal representative, successors and assigns. This Lease shall be governed by the laws of the state where the Demised Premises are located.

17.9 Subordination & Estoppel Certificate.

(a) This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed or trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Demised Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidation, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Demised Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provision of this Lease, unless this Lease is otherwise terminated pursuant to its term. If any mortgagee, trustee or ground Landlord shall elect to have this Lease prior to the lien to its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether his lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

(b) Tenant agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed to trust or ground lease, as the case may be.

(c) Within ten (10) days after Landlord 's written request therefore, Tenant shall deliver to Landlord or to any prospective purchaser or mortgagee of the Demised Premises a written statement certifying (if such is the case) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; that all covenants, conditions and agreements on the part of Landlord hereunder have been performed; and that there are no defenses or offsets to the enforcement of this Lease by Landlord .

17.10 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

17.11. **WAIVER OF JURY TRIAL Landlord and Tenant waive their right to a trial by jury for any claim arising under this lease.**

17.12 Landlord's Access. Landlord and Landlord's Agents shall have the right to enter the Demised Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, or lenders, and making such alterations, repairs, improvements or additions to the Demised Premises or to the Office Building Complex of which they are a part as Landlord may deem necessary or desirable. Landlord may, at any time during the term of the Lease place any ordinary "for sale" sign, and during the last

Landlord
Tenant

one hundred twenty (120) days of the term of the Lease place any ordinary "for lease" sign on or about the Premises, all without rebate of rent or liability to Tenant.

18. NOTICES:

Whenever under this Lease provision is made for demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States Mail, postage prepaid, addressed at the addresses set forth herein below:

To Landlord at: High Peaks Realty, LLC
675 New York 3 #201
Plattsburgh, NY 12901

To Tenant at: NORTH COUNTRY ROOTS, INC.
64 TRAFALGAR DR.
PLATTSBURGH, NEW YORK, 12901

19. EFFECTIVE DATE OF THIS LEASE

The parties hereto have executed this Lease at the place and on the date specified immediately adjacent to their respective signatures. The effective date of this Lease is the date that appears in section 1 on page 1 regardless of the date it is signed.

20. TENANT RIGHT TO TERMINATE.

The Tenant may terminate this lease upon 30 days prior written notice should any state, municipality, agency, or other government body, having jurisdiction over the Premises pass any law, regulation, or ordinance putting the Tenant's operations as a Registered Organization, as that term is defined in Public Health Law Section 3360, into non-compliance with such law, regulation, or ordinance.

Landlord _____
Tenant _____

Landlord: High Peaks Realty, LLC

Executed at Plattsburgh, New York,

On 5-18, 2015

By _____ CONROY

Its: Property Manager

Tenant: NORTH COUNTRY ROOTS INC.

Executed at Plattsburgh, New York

On May 15, 2015

By: _____ Doug Butdorf

Its: President & CEO

Landlord _____
Tenant _____

Guaranty of Lease

The undersigned Guarantor unconditionally guarantees payment to Landlord of all amounts owing under the Lease. Guarantor must pay all amounts due under the Lease when Landlord makes written demand upon Guarantor. Landlord is not required to seek payment from any other source before demanding payment from Guarantor. Guarantor waives any notice of default under the Lease; presentment, dishonor, protest, or demand.

Date: _____, 2015

By: _____

Print Name:

Landlord _____
Tenant _____

Schedule A
Floor Plan showing Demised Premises

Schedule B
Rules governing use of common area.

THIS LEASE, made the 19th day of May, 2015, BETWEEN

Pilgrim USA, LLC, with its principal office at 400 38th Street, Suite 222 Union City, NJ 07087("LESSOR")

and

North Country Roots, Inc., a New York Company with its principal office at 64 Trafalgar Dr. Plattsburgh, NY 12901, ("LESSEE");

W I T N E S S E T H:

ARTICLE I-DEFINITIONS

1.1 As used in this Lease, the following underlined capitalized words shall have the following meanings:

1.1.1 TERM - The original term of this Lease (the "original term") and, if and when in effect, any renewal term of this Lease, unless specifically referred to as such or unless the context clearly indicates otherwise.

1.1.2 COMMENCEMENT DATE - The first day of the TERM.

1.1.3 LEASE YEAR - Each period of twelve (12) consecutive months occurring during the TERM, the first LEASE YEAR to commence on the COMMENCEMENT DATE and each subsequent LEASE YEAR to commence on each subsequent anniversary of the COMMENCEMENT DATE.

1.1.4 LESSOR'S LAND - That lot or parcel of land on 350 Leland Avenue in the City of Utica, County of Oneida, State of New York more particularly bounded and described in Schedule A annexed hereto.

[redacted]

1.1.5 BUILDING - The one (1) story building located on LESSOR'S LAND bearing address of 350 Leland Avenue and containing approximately fifty thousand two hundred (50,200) square feet of floor area measured to the exterior of exterior walls, and all additions hereafter constructed thereto, if any, during the TERM.

1.1.6 OTHER IMPROVEMENTS - Those improvements, other than the BUILDING, located on LESSOR'S LAND during the TERM.

1.1.7 REAL PROPERTY - LESSOR'S LAND, the BUILDING and the OTHER IMPROVEMENTS, collectively.

1.1.8 COMMON AREAS - All those portions of LESSOR'S LAND not covered by the BUILDING which are designated by LESSOR during the TERM as being for the common use of LESSOR and any tenant of the BUILDING, as well as all interior areas of the BUILDING not exclusively leased, or intended by LESSOR to be exclusively leased, to a single tenant.

1.1.9 DEMISED PREMISES - That portion of the BUILDING containing approximately four thousand five hundred fifty square feet of floor area, measured to the exterior of exterior walls and to the center of interior walls and located in the approximate location outlined in red on the floor plan of the BUILDING annexed hereto as Schedule B.

1.1.10 LESSEE'S PRO-RATA SHARE - The percentage

[redacted]

obtained by dividing (i) the square feet of floor area in the DEMISED PREMISES, measured as provided in section "1.1.9", on the last day of the period for which a calculation using LESSEE'S PRO-RATA SHARE is being made (the "Calculation Date"), by (ii) the square feet of floor area in the BUILDING, measured as provided in section "1.1.5", on the Calculation Date. At the date hereof, LESSEE'S PRO-RATA SHARE is (9.06%).

ARTICLE II-LEASE

2.1 LESSOR hereby leases to LESSEE, and LESSEE hereby hires and takes from LESSOR, the DEMISED PREMISES, together with all easements, improvements, tenements, appurtenances, hereditaments, fixtures, rights and privileges appurtenant thereto, as well as non-exclusive use of the COMMON AREAS. LESSEE'S use and occupancy provided under this section "2.1" shall be subject to all easements, agreements, rights-of-way, conditions and restrictive covenants of record applicable to and/or affecting The REAL PROPERTY now or at any time during the TERM, none of which shall, however, materially interfere with LESSEE'S possession, use and enjoyment of the DEMISED PREMISES during the TERM.

ARTICLE III-USE

3.1 The LESSOR and LESSEE mutually acknowledges that the purpose of the LESSEE'S lease of the DEMISED PREMISES is to operate a facility for the dispensing of medical marihuana as provided

[redacted]

under the laws and regulations of the State of New York.

ARTICLE IV-TERM

4.1 The original term shall be for a period of five years (5) years and shall commence on the first (1st) day of September, 2015 and terminate on the 31st day of August, 2020.

4.2 Provided LESSEE is not then in default, LESSEE shall have the right to renew this Lease for a first (1st) renewal term of five 5 years upon all of the same terms and conditions as provided for the original term except as hereinafter expressly provided otherwise. In order to exercise such right of renewal, LESSOR must give LESSEE notice of exercise at least six (6) months prior to expiration of the original term.

4.3 Provided LESSEE is not then in default, LESSEE shall have the right to renew this Lease for a second (2nd) and final renewal term of five(5) years upon all of the same terms and conditions as provided for the original term except as hereinafter expressly provided otherwise. In order to exercise such right of renewal, LESSOR must give LESSEE notice of exercise at least six (6) months prior to expiration of the first (1st) renewal term.

4.4 Notwithstanding anything to the contrary herein, LESSEE's obligations under this Lease are expressly contingent upon the occurrence of all of the following events (the "Contingency"): (a) LESSEE shall be satisfied that the Permitted Use is allowed by

[redacted]

applicable zoning laws and regulations; (b) LESSEE shall have been issued a license from the State of New York for the manufacture and sale of medical marijuana; (c) LESSOR obtaining from any lender or holder of any security interest in the Leased Premises an SNDA as provided for in **Article 24.** Furthermore, If LESSEE has not waived all contingencies as provided in this Article 4.4 this lease shall become null and void on August 31, 2015 and neither party shall have any further obligation to each other.

4.5 The LESSEE may terminate this Lease upon thirty (30) days prior written notice should any state, municipality, agency, or other government body, having jurisdiction over the DEMISED PREMISES pass any law, regulation, or ordinance putting the LESSEE'S operations as a Registered Organization, as that term is defined in Public Health Law Section 3360, into non-compliance with such law, regulation, or ordinance. At which the Lessee shall reimburse landlord any unamortized cost of Landlords Work and Brokerage fees.

ARTICLE V-LESSOR'S IMPROVEMENTS

5.1 LESSOR shall deliver the Demised Premises to LESSEE in compliance with all applicable code and laws. Except as may be provided in Schedule C annexed hereto, LESSOR shall have no obligation to make any improvements to the DEMISED PREMISES in

[redacted]

anticipation of LESSEE'S possession, use and occupancy thereof pursuant to this Lease.

ARTICLE VI-LESSEE'S FUTURE IMPROVEMENTS

6.1 LESSEE shall not demolish, remove, alter or otherwise improve any part of the DEMISED PREMISES or make any additions thereto without the prior written consent of LESSOR and, if necessary, of any mortgagee of the REAL PROPERTY. In the event such consent is granted, LESSEE shall make any demolition, removal, alteration or other improvement or addition so consented to at LESSEE'S own cost and expense subject to the following conditions:

6.1.1 Such work shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the BUILDING or change the purposes for which the DEMISED PREMISES may be used.

6.1.2 Such work, if the estimated cost thereof is more than Five Thousand Dollars ($5,000.00), shall be accomplished according to plans and specifications which shall be first submitted to and approved by LESSOR, which approval shall not be unreasonably withheld, delayed or conditioned and which approval or disapproval shall be given within 10 days of LESSOR's receipt of such plans and specifications. If LESSOR does not give its approval or disapproval within such 10 day period, the plans and specifications shall be deemed approved. Before the commencement of

[redacted]

such work:

(i) such plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction thereof, and all such work shall be done subject to and in accordance with the requirements of law and local regulations of all governmental departments or authorities having jurisdiction, and LESSEE shall obtain any and all necessary building permits and LESSOR immediately furnished with evidence thereof;

(ii) LESSEE shall give LESSOR surety company performance and payment bonds from a responsible insurance company authorized to do business in the State of New York, in an amount equal to the estimated cost of such work, guarantying (a) the completion of such work free and clear of all liens, encumbrances, security agreements, chattel mortgages and conditional bills of sale, according to the plans and specifications therefor, and (b) payment of the cost of such work.

(iii) Any contract or agreement for labor, services, materials or supplies in connection with any alterations, rebuilding, replacement, change, addition or improvement shall provide that the Contractor or Supplier shall not place any mechanics lien against the REAL PROPERTY or any of its fixtures and appurtenances. LESSEE shall deliver to LESSOR either a duplicate original of such contract or a written waiver by the architect, engineer, contractor, materialman, mechanic, person or corporation named in such contract of all right of lien which he or it might otherwise have upon or against the REAL PROPERTY or any part thereof or any of its fixtures and appurtenances, or the interest of LESSOR in any of the foregoing on account of any work, labor, materials or other thing done or provided with respect thereto.

6.2 Except as specifically provided for herein nothing contained in section "6.1" or elsewhere in this Lease shall be deemed or construed in any way as constituting the consent or

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request of LESSOR, expressed or implied, for the performance of any labor or the furnishing of any materials for the specific improvement, alteration or repair of or to the DEMISED PREMISES, nor as giving LESSEE a right, power or authority to contract for or permit the rendering of any services or the furnishing of any material that would give rise to the filing of any liens against The REAL PROPERTY or any part thereof.

6.3 Consent is hereby granted to LESSEE to make those improvements to the DEMISED PREMISES, if any, described in Schedule D annexed hereto.

ARTICLE VII-ANNUAL MINIMUM RENT

7.1 Annual minimum rent during the original term shall be, for the following LEASE YEARS, the following sums of money which LESSEE shall pay to LESSOR during each of such LEASE YEARS in the following equal monthly installments, in advance, on the first day of each and every calendar month during the LEASE YEARS to which such sums of money are applicable:

LEASE YEAR	ANNUAL MINIMUM RENT	MONTHLY INSTALLMENT
1-5	$50,500.00	$4,208.33

7.2 Annual minimum rent during the first (1st) renewal term shall be, for the following LEASE YEARS, the following sums of money which LESSEE shall pay to LESSOR during each of such LEASE YEARS in the following equal monthly installments, in advance, on

the first day of each and every calendar month during the LEASE YEARS to which such sums of money are applicable:

LEASE YEAR	ANNUAL MINIMUM RENT	MONTHLY INSTALLMENT
6-10	$58,075.00	$4,839.58

7.3 Annual minimum rent during the second (2nd) and final renewal term shall be, for the following LEASE YEARS, the following sums of money which LESSEE shall pay to LESSOR during each of such LEASE YEARS in the following equal monthly installments, in advance, on the first day of each and every calendar month during the LEASE YEARS to which such sums of money are applicable:

LEASE YEAR	ANNUAL MINIMUM RENT	MONTHLY INSTALLMENT
11-15	$66,786.25	$5,565.52

ARTICLE VIII-REAL ESTATE TAXES

8.1 LESSOR shall, in the first instance, bear, pay and discharge punctually each and every real estate tax and other charge, or payment in lieu of real estate tax, (collectively, a '"Real Estate Tax") applicable to, or levied, charged, imposed or assessed upon (collectively, '"assessed"), the REAL PROPERTY during the TERM. Real Estate Taxes shall not include any taxes of LESSOR which constitute inheritance, gift, succession or estate taxes, capital stock taxes, income taxes, transfer taxes, franchise taxes, excise taxes, profit taxes, capital levies or real estate tax

[redacted]

increases arising from the sale or transfer of the Demised Premises, including those arising from re-appraisal of the Demised Premises due solely to sale or transfer. Taxes shall also not include any penalties or late fees assessed against the Demised Premises due to LESSOR's untimely payment of any taxes.

8.2 LESSEE shall pay to LESSOR, as additional rent, LESSEE'S PRO-RATA SHARE of each Real Estate Tax applicable to, or assessed upon, the REAL PROPERTY during the TERM. Any Real Estate Tax applicable to, or assessed upon, the REAL PROPERTY which covers a fiscal period falling partly within, and partly outside, the TERM shall be apportioned accordingly and LESSEE shall only pay LESSEE'S PRO-RATA SHARE of the portion of such Real Estate Tax equitably applicable to the portion of such fiscal year falling within the TERM.

8.3 For the purposes of sections "9.1" and '"9.2", a Real Estate Tax shall be deemed assessed on the first day such Real Estate Tax becomes due and payable.

8.4 In order to secure LESSEE'S obligation to pay the additional rent required under section "9.2", LESSEE shall pay to LESSOR during the TERM, as additional rent, on the date each monthly installment of annual minimum rent is due and payable, an amount equal to one-twelfth (1/12) of LESSEE'S PRO-RATA SHARE of the aggregate amount of all Real Estate Taxes which LESSOR

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estimates and gives notice to LESSEE at least 30 days before the commencement of each LEASE YEAR will be payable by LESSEE for such LEASE YEAR (the "Tax Estimate"). LESSEE hereby acknowledges that the Tax Estimate for the first LEASE YEAR is **$7,502.35** which LESSEE shall pay to LESSOR in equal monthly installments of **$625.20** each month. If, at the end of each LEASE YEAR:

(i) the actual aggregate amount of Real Estate Taxes payable by LESSEE with respect to such LEASE YEAR (the "Tax Actual") exceeds the aggregate amount of all monthly installments paid by LESSEE for such LEASE YEAR based on the Tax Estimate, LESSEE shall pay to LESSOR, as additional rent, within thirty (30) days after LESSOR gives LESSEE written notice and evidence thereof, the amount of money by which the Tax Actual exceeds the Tax Estimate;

(ii) the Tax Actual with respect to such LEASE YEAR is less than the Tax Estimate for such LEASE YEAR, LESSOR shall reimburse to LESSEE, within thirty (30) days after the Tax Actual is determined, the amount of money by which the Tax Estimate exceeds the Tax Actual. If LESSOR fails to pay such amount to LESSEE within said thirty (30) day period, LESSEE shall have the right to deduct such amount from its rent or Tax Estimate next coming due.

8.5 In the event LESSEE desires to challenge the amount of

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the assessment of the REAL PROPERTY for Real Estate Tax purposes, LESSOR agrees to cooperate in signing any documents necessary for the purpose of such challenge, provided, however, LESSEE holds LESSOR harmless from, and indemnifies LESSOR for, any cost or expense which LESSOR incurs in connection with such challenge and any liability which arises therefrom.

ARTICLE IX - COMMON AREAS

9.1 LESSOR shall, during the TERM, in the first instance, make or cause to be made, or provide or cause to be provided, and pay all costs and expenses for, all necessary or reasonable maintenance, repairs, improvements, liability insurance, utilities and management of the COMMON AREAS, as well as casualty insurance for the BUILDING and OTHER IMPROVEMENTS in an amount equal to full replacement value with a commercially reasonable deductible. Maintenance of the COMMON AREAS shall be deemed to include, but not be limited to, cleaning of COMMON AREAS hallways and restrooms, snow removal, landscaping care, striping of parking areas, roadways and walkways, and repairs of parking areas, roadways, walkways, operating and installing lighting fixtures and equipment which are located in, or used for, the COMMON AREAS, as well as providing, if LESSOR shall so elect, security personnel for the REAL PROPERTY.

9.2 As used in this ARTICLE X, the term "COMMON AREAS Expense" shall mean an expense incurred by LESSOR in the exercise

[redacted]

of its rights and/or the performance of its obligations mentioned in section "10.1" plus a management expense equal to ten percent (10%) of all other COMMON AREAS Expense

9.3 Notwithstanding anything contained in this Lease to the contrary, Common Area Expense shall not include the following items:

(i) Depreciation of the Real Property, Building, or other Improvements;

(ii) interest on and amortization of loans secured by mortgages or deeds of trust covering the Building or Real Property and any recording or mortgage tax or expenses in connection therewith;

(iii) costs incurred in connection with the sale, financing, or refinancing of the Building or Real Property or any part thereof;

(iv) federal, state, and local franchise taxes and income taxes of LESSOR on the Building or Real Property;

(v) leasehold improvements (including painting) made in tenant premises for tenants or other occupants of the Building or Real Property or made in tenant premises in order to prepare for occupancy by a new tenant or other occupant;

(vi) the cost of any special services rendered to one tenant or occupant of the Building or Real Property which is not rendered generally to other tenants or occupants;

(vii) the costs directly attributable to seeking and obtaining new tenants as well as retaining existing tenants, such as advertising, marketing, brokerage commissions, architectural, engineering and attorneys' fees, renovations and improvements;

[redacted]

(viii) the cost of any items for which LESSOR is actually reimbursed by condemnation proceeds, insurance carried, by warranty, or by any third party;

(ix) any costs (such as utility costs) directly payable by tenants or other occupants of the Building or Real Property to third parties, or costs that are reimbursable or reimbursed to LESSOR by tenants or another third party;

(x) legal, accounting, architectural, engineering and other similar professional fees and expenses incurred in preparing, negotiating and executing leases, lease amendments, lease terminations, lease extensions and legal proceedings against tenants;

(xi) interest or penalties for late payments by LESSOR

(xii) salaries and benefits of executive officers of LESSOR and of those employees above the grade of property manager; auditing fees, other than those incurred in connection with the preparation of the common area maintenance costs and expenses statement or in connection with the preparation of statements required pursuant to additional rent or lease escalation provisions; and

(xiii) expenses incurred due to the negligence or willful misconduct of LESSOR or any indemnification obligation of LESSOR;

(xiv) costs and expenses incurred for repairs or replacements due to faulty construction or faulty workmanship and structural defects;

(xv) any cost, fees, fines or penalties, or interest thereon, incurred due to violations by LESSOR or any occupant of any governmental law, ordinance, code, rule or regulation;

(xvi) court costs or legal fees incurred to enforce obligations of tenants under leases of the Building or Real Property;

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(xvii) reserves for anticipated future expenses;

(xviii) amounts paid to LESSOR or entities related to LESSOR at rates that materially exceed then market rates for similar quality products or services;

(xix) any dues or charges for a merchants' or other association of the tenants in the Building or Real Property;

(xx) rent or other charges paid by LESSOR pursuant to any ground or master lease;

(xxi) costs and expenses paid by LESSOR for repairs, alterations, additions, changes, replacements and other items which under generally accepted accounting principles are properly classified as capital expenditures;

(xxii) costs and expenses directly resulting from a breach by LESSOR of its obligations under this Lease or any other lease for portions of the Building or Real Property;

(xxiii) any cost or expenditure for which LESSOR is reimbursed by other tenants or occupants (unless the same is a reimbursement for Common Area Expenses);

(xxiv) the cost of removal or other remediation of any Hazardous Substances;

(xxv) any bad debt loss, rent loss or reserves for bad debt or rent loss;

(xxvi) replacement of any HVAC units in the Building or Real Property, including, but not limited to, any HVAC units exclusively serving the Demised Premises;

(xxvii) replacement of the roof or other structural portions of the property;

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(xxviii) any costs or expenses that are properly chargeable to particular tenants in the Building or Real Property, including, without limitation, utility costs and damages to the Building or Real Property caused by the act or neglect of another tenant;

(xxix) any costs or expenses properly attributable (applying generally accepted accounting principles) to other Lease Years;

(xxx) costs and expenses paid by LESSOR if and to the extent such costs and expenses are incurred by LESSOR for any work or service furnished to any other tenant in the Building (other than LESSEE) to a materially greater extent or in a materially more favorable manner than furnished generally to the remaining tenants in the Building (including LESSEE);

(xxxi) cost of tools and equipment purchased in connection with the operation, maintenance and repair of the Building or Real Property or the Common Areas and the depreciation thereof;

(xxxii) costs and expenses incurred due to fire or other casualty or due to condemnation, whether or not the proceeds received as a result thereof are adequate for such purposes;

(xxxiii) cost of all licenses and permits (and all renewals thereof), except licenses and permits that are necessary or appropriate to the operation and maintenance (as opposed to construction) of the Building or Real Property and the Common Areas;

(xxxiv) costs incurred in connection with the original construction of the Building or to correct violations by LESSOR of any law, rule, order or regulation which was in effect as of the date of this Lease, or construction, alteration, improvement, consultation, architectural or engineering reconfiguration associated with compliance with the Americans With Disabilities Act and the Clean Air Act or the installation or renovation of a fire safety and life-support system

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in the Building and the DEMISED PREMISES (except to the extent any such laws, rules, or regulations were not in effect as of the commencement of this Lease);

(xxxv) costs incurred by LESSOR which are associated with the operation of the business of the legal entity which constitutes LESSOR as the same is separate and apart from the cost of the operation of the Building or Real Property, including legal entity formation and legal entity accounting (including the incremental accounting fees relating to the operation of the Building or Real Property to the extent incurred separately in reporting operating results to the Building or Real Property owners or lenders);

(xxxvi) general overhead and general administrative expenses and accounting, record-keeping and clerical support of LESSOR or the management agent;

(xxxvii) increased insurance premiums caused by LESSOR's or any other tenant's hazardous acts and insurance on leasehold improvements in the premises leased or to be leased to other tenants;

(xxxviii) moving expense costs of tenants of the Building or Real Property;

(xxxix) consulting costs and expenses paid by LESSOR unless they relate exclusively to the improved management or operation of the Building or Real Property;

(xl) costs, other than those incurred in ordinary maintenance (for such objects as may be located within the Common Areas) for purchase and/or maintenance of sculpture, paintings or other objects of art; and

(xli) Real Estate Taxes which are separately provided for herein.

9.3 LESSEE shall pay to LESSOR, as additional rent, LESSEE'S

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PRO-RATA SHARE of all Common Area Expenses incurred during the TERM. Any Common Area Expense incurred which covers a period falling partly within, and partly outside, the TERM shall be apportioned accordingly and LESSEE shall only pay LESSEE'S PRO-RATA SHARE of the portion of such Common Area Expense equitably applicable to the TERM. Every statement given by LESSOR to LESSEE setting forth Common Area Expenses (a "COMMON AREAS Statement") shall be conclusive and binding upon LESSEE unless within six (6) months of its receipt thereof, LESSEE notifies LESSOR of the particular respects in which the COMMON AREAS Statement is claimed to be incorrect. LESSOR shall permit LESSEE to audit LESSOR'S books and records with respect to COMMON AREAS Expenses and LESSEE, at its expense, may make copies thereof. If, within thirty (30) days of LESSOR'S receipt of LESSEE'S notice as aforesaid, such dispute shall not have been settled by agreement, it shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notwithstanding the pendency of any such dispute, LESSOR or LESSEE shall, within thirty (30) days after receipt of such COMMON AREAS Statement, make payment in accordance with the COMMON AREAS Statement and such payment shall be without prejudice to LESSEE'S position. If the dispute shall be determined in LESSEE'S favor, LESSOR shall, on demand, pay LESSEE the amount of LESSEE'S

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overpayment.

9.4 In order to secure LESSEE'S obligation to pay the additional rent required under section "10.3", LESSEE shall pay to LESSOR during the TERM, as additional rent, on the date each monthly installment of annual minimum rent is due and payable, an amount equal to one-twelfth (1/12) of LESSEE'S PRO-RATA SHARE of the aggregate amount of all Common Area Expenses which LESSOR estimates and gives notice to LESSEE at or before the commencement of each LEASE YEAR will be payable by LESSEE for such LEASE YEAR (the "Expense Estimate"). LESSEE hereby acknowledges that the Expense Estimate for the first (1st) LEASE YEAR is **$5,786.80** which LESSEE shall pay to LESSOR in equal monthly installments of **$482.23** each month. If, at the end of each LEASE YEAR:

(i) the actual aggregate amount of Common Area Expenses payable by LESSEE with respect to such LEASE YEAR (the "Expense Actual") exceeds the aggregate amount of all monthly installments paid by LESSEE for such LEASE YEAR based on the Expense Estimate, LESSEE shall pay to LESSOR, as additional rent, within thirty (30) days after LESSOR gives LESSEE written notice and evidence thereof, the amount of money by which the Expense Actual exceeds the Expense Estimate;

(ii) the Expense Actual with respect to such LEASE YEAR is less than the Expense Estimate for such LEASE YEAR, LESSOR shall

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reimburse to LESSEE, within thirty (30) days after the Expense Actual is determined, the amount of money by which the Expense Estimate exceeds the Expense Actual. If LESSOR fails to pay such amount to LESSEE within said thirty (30) day period, LESSEE shall have the right to deduct such amount from its rent or Tax Estimate next coming due.

9.5 LESSOR shall have the right to construct, maintain and operate lighting facilities in the COMMON AREAS; to police the same; to designate areas for storage of trash and garbage, which areas, when designated by LESSOR, shall not detract from the REAL PROPERTY or cause noxious odors in the BUILDING; to close temporarily all or any portion of the COMMON AREAS to such extent as may, in the opinion of LESSOR'S counsel, be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to do and perform such other acts in and to the COMMON AREAS, in the use of reasonable business judgment, as LESSOR shall determine to be advisable with the view to the improvement of the convenience and use thereof by tenants of the REAL PROPERTY, their agents, servants, employees, patients, other invitees and licensees.

ARTICLE X-INSURANCE and INDEMNIFICATION

10.1 LESSEE shall, at LESSEE'S own cost and expense, at all times during the TERM, provide and keep in force a combined single

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limit liability insurance policy in the amount of at least One Million Dollars ($1,000,000.00) for injury or death to any one or more persons and damage to property, all with respect to any one (1) accident, protecting and indemnifying LESSOR from liability for injuries to persons or damage to property occurring in, at or about the DEMISED PREMISES. Such policy shall designate LESSOR and any designees of LESSOR as additional insureds thereunder, excluding LESSOR'S gross negligence or willful misconduct.

10.2 LESSEE shall, prior to commencement of the TERM, deliver to LESSOR, together with proof of payment of the premium therefor, a duplicate original or a certificate of the policies of insurance required to be provided by LESSEE under section '"11.1", which policies shall include an endorsement which states that such insurance may not be canceled except on at least ten (10) days prior written notice to LESSOR. All such policies shall be written by one or more responsible insurance companies authorized to do business in the State of New York and shall waive any rights of subrogation on the part of the insurer against LESSOR or LESSOR'S designees. At least twenty (20) days prior to expiration of each such policy, LESSEE shall deliver to LESSOR a duplicate original or a certificate of all policies procured in replacement or renewal thereof, which policy or policies, if in replacement, shall have a similar cancellation provision.

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10.3 Except for LESSOR's gross negligence or willful misconduct, LESSOR shall not be liable for any damage to or destruction of any of LESSEE'S fixtures, equipment or other personal property and/or leasehold improvements, by fire or other casualty, no matter how caused, it being understood that LESSEE will look solely to LESSEE'S insurer for reimbursement and not to LESSOR. LESSEE agrees to look solely to, and seek recovery only from insurance carriers in the event of a loss, damage or injury to the extent that such coverage is required to be provided hereunder or is actually maintained. LESSEE hereby waives all rights and claims against LESSOR for such losses, damages and injuries and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the right of the insured to recover thereunder.

10.4 In the event that LESSEE'S use of the DEMISED PREMISES shall cause the rate of LESSOR'S insurance to increase, LESSEE shall pay to LESSOR, as additional rent, on the first day of the month following LESSOR giving LESSEE written notice thereof (which notice shall include evidence of such increase and that the same is due to LESSEE'S use of the DEMISED PREMISES), the additional cost or expense to LESSOR of so insuring the REAL PROPERTY by reason of the portion of such rate increase which is solely due to LESSEE'S use of the DEMISED PREMISES.

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10.5 LESSOR INDEMNIFICATION FOR HAZARDOUS SUBSTANCES. LESSOR shall defend, indemnify and hold harmless LESSEE from and against any and all liability, loss, cost, or expense, including, without limitation, reasonable attorneys' fees, consultants' fees and clean-up costs, arising out of or caused in whole or in part, by: (i) the presence of any Hazardous Substances in, on, under or about the DEMISED PREMISES as of the Access Date; (ii) any discharge or release prior to the Access Date in or from the DEMISED PREMISES of any Hazardous Substances; (iii) the use, generation, storage, discharge, release, transportation, disposal or other handling of any Hazardous Substances at the DEMISED PREMISES by LESSOR, its managers, employees, invitees, contractors or agents; or (iv) LESSOR'S failure to comply with any Environmental Law with respect to the DEMISED PREMISES. To the extent Hazardous Substances exist at the DEMISED PREMISES as of the date hereof, LESSOR agrees to comply with all Environmental Laws concerning the investigation thereof and to cause the remediation of any such Hazardous Materials to the extent required thereby. **"Environmental Law"** shall mean all applicable laws, ordinances, rules and regulations, whether now in existence or hereafter adopted, relating to Hazardous Substances or otherwise pertaining to the environment. **"Hazardous Substances"** shall mean any substance, waste or material deemed hazardous, toxic or a contaminant under any federal, state

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or local statute, law, ordinance, rule or regulation, order or decision. LESSOR acknowledges and consents to LESSEE'S generation of and temporary storage of bio-hazardous waste which is part of the normal process for the dispensary of medical marijuana.

ARTICLE XI-UTILITIES; JANITORIAL

11.1 LESSEE shall, at LESSEE'S own cost and expense, pay for all utilities which LESSEE requires and/or consumes at the DEMISED PREMISES during the TERM. Gas, electric sewer and water utility meters shall be placed in LESSEE'S name. LESSOR shall be responsible for providing electric, gas and telephone services in good working order to the existing points of demarcation which shall touch the exterior walls of the DEMISED PREMISES and water and sewer in good working order to all existing plumbing systems within the DEMISED PREMISES.

11.2 LESSEE shall provide, at its own cost and expense, any janitorial services it requires or desires.

ARTICLE XII-WASTE REMOVAL

12.1 LESSEE shall handle and dispose of all rubbish, garbage and waste (collectively, '"Waste") from LESSEE'S operations at, in or about the DEMISED PREMISES in accordance with regulations established by LESSOR therefor from time to time during the TERM ('"Waste Regulations") and then in effect. Without limiting the

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generality of the foregoing, LESSEE shall (i) store Waste which is within the area of the DEMISED PREMISES out of the view of the general public, and shall not allow accumulations of Waste in or about the DEMISED PREMISES for more than forty-eight (48) hours, or otherwise, in accordance with the Waste Regulations; or (ii) not burn Waste of any kind in or about the DEMISED PREMISES. LESSOR shall be solely responsible for contracting for Waste removal at the REAL PROPERTY and shall invoice LESSEE monthly for LESSEE'S PRO-RATA SHARE of the cost and expense of such Waste removal, which LESSEE shall pay to LESSOR, as additional rent, within ten (10) days of receipt of each such invoice.

12.2 LESSEE shall keep the DEMISED PREMISES free of dirt, fumes, odors, debris, pests and vermin and, if reasonably required by LESSOR, LESSEE shall purchase extermination and pest control service from an entity approved by LESSOR, which approval shall not be unreasonably withheld, delayed or conditioned. Upon LESSEE'S failure to comply with the requirements of this section '"13.2", LESSOR may cause the necessary extermination and pest control work to be done to cure such failure and, in the event LESSOR does so, LESSEE shall pay to LESSOR, as additional rent, within ten (10) days after being invoiced therefor by LESSOR, one hundred twenty percent (120%) of the cost and expense incurred by LESSOR to cure such failure. The right of LESSOR to act in the event of such

failure by LESSEE shall not be deemed to be a termination of LESSEE'S obligation to comply with any of the provisions of this Article '"XII."

ARTICLE XIII-REPAIRS; NEGATIVE COVENANTS

13.1 LESSOR shall be responsible for, and not subject to pass through as a Common Area Expense: (i) maintaining and keeping in good repair and working order all structural portions of the Building and DEMISED PREMISES, including, without limitation, foundations, bearing walls, floors, stairways, roof and exterior portions thereof, fire detection and fire systems, if any, and power panels and (ii) replacing all electrical, gas, water, heating, air conditioning, plumbing and other utilities and mechanical systems to the extent that any of such systems reach the end of their useful life during the TERM, and that such repair or replacement is not the result of LESSEE'S or LESSEE'S representatives' recklessness, negligence or willful misconduct (in which case LESSEE shall be responsible for such repair or replacement).

13.2 LESSEE shall be responsible for keeping the DEMISED PREMISES in a clean, sightly and healthful condition, and to make all repairs which are necessary to maintain the DEMISED PREMISES in good repair and condition (similar to the state of repair and condition at the COMMENCEMENT DATE, reasonable wear and tear

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excepted) with respect to interior walls (to the extent such maintenance and repair does not result from structural damage), trim, doors, cabinets, permanent fixtures and floor covering, as well as electrical, gas, water, heating, air conditioning by a licensed Universal ETA HVAC company and plumbing equipment and appliances within the DEMISED PREMISES in place at the COMMENCEMENT DATE; provided, however, that LESSOR shall be responsible for making sure that all such equipment and appliances are in good repair and working condition at the COMMENCEMENT DATE. LESSEE shall suffer no waste or injury to the DEMISED PREMISES and, except for repairs or replacements required to be made, and not then made, by LESSOR, shall quit and surrender the same at the end or other expiration of the TERM broom clean and in good order and such condition as existed at the COMMENCEMENT DATE, ordinary wear and tear and damage by the elements, fire or other casualty excepted.

13.3 LESSEE shall, at LESSEE'S own cost and expense, make all repairs and replacements to the DEMISED PREMISES not required to be made by LESSOR pursuant to section "14.1" and reasonable or necessary to keep and maintain the same in good order and condition.

13.3 LESSEE shall not deface or disfigure any part of the DEMISED PREMISES or other part of the BUILDING or OTHER IMPROVEMENTS or suffer the same to be done. LESSEE shall not do

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anything, or suffer anything to be done, which causes or may cause injury to the REAL PROPERTY or any part thereof.

13.4 LESSEE shall not permit any noxious or other annoying odors to emanate out of the DEMISED PREMISES or otherwise disturb any other tenant of the BUILDING, or their employees, patients, other invitees or licensees, in their use, occupancy or enjoyment of the BUILDING or any part thereof.

13.5 LESSEE shall provide a quarterly maintenance agreement for HVAC units by a licensed Universal ETA HVAC company.

ARTICLE XIV-COMPLIANCE WITH LAWS AND REGULATIONS

14.1 LESSEE shall, at LESSEE'S own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the DEMISED PREMISES, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority, relating to LESSEE'S use and occupancy of the DEMISED PREMISES or any condition caused therein by LESSEE; provided, however, LESSEE shall not be required to make any alterations or improvements to the DEMISED PREMISES unless such alterations or improvements are requires solely due to LESSEE's use of the DEMISED PREMISES for the Permitted Use or LESSEE's improvements or alterations made to the DEMISED PREMISES. The provisions of this section "15.1" shall require, even if not

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specifically required by law, LESSEE to remove and dispose of, at its own cost and expense, any hazardous waste, including but not limited to medical waste, originated and/or generated in, or as a result of LESSEE'S use of, the DEMISED PREMISES.

14.2 LESSOR shall, at LESSOR'S own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the DEMISED PREMISES, made by any governmental body and each and every department, official or bureau thereof and by the appropriate Board of Fire Underwriters or similar authority, and not required to be executed and complied with by LESSEE under section "15.1".

14.3 LESSEE shall comply with all reasonable rules and regulations, if any, promulgated by LESSOR from time to time during the TERM with respect to the DEMISED PREMISES or the COMMON AREAS; provided, however, such release shall be non-discriminatory and consistently applied to all tenants of the Real Property.

ARTICLE XV-CASUALTY LOSS

15.1 LESSEE shall give LESSOR immediate notice of any fire or other damage to, or destruction of, the DEMISED PREMISES or any other part of the BUILDING or OTHER IMPROVEMENTS. LESSOR shall, at LESSOR'S own cost and expense, in the event of damage to or destruction of the DEMISED PREMISES or any other part of the BUILDING or OTHER IMPROVEMENTS by fire or other cause, repair or

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rebuild the same and any leasehold improvements in the DEMISED PREMISES within a reasonable time (LESSOR'S recovery of insurance proceeds shall be a factor considered in determining a reasonable time) provided, that if such cause is not insured against under LESSOR'S fire and extended coverage endorsement and is due to the fault of LESSEE or LESSEE'S agents, servants, employees, invitees or licensees, LESSOR shall have no such duty to repair or rebuild. No claim shall be made by LESSEE against LESSOR in any case for compensation or damages by reason of interruption of LESSEE'S business, practice or occupation as a result of any damage to or destruction of the DEMISED PREMISES or any other part of the BUILDING or OTHER IMPROVEMENTS by fire or other cause, or arising from the necessity of repairing and rebuilding the same. LESSEE shall not be entitled to abatement of rent during the fourteen (14) days immediately following a casualty loss which renders LESSEE unable to use the DEMISED PREMISES, in whole or in part, by reason of damage thereto or destruction thereof by fire or other cause, but after such fourteen (14) day period, LESSEE shall be entitled to abatement of rent while LESSEE is unable to use, even in part, the DEMISED PREMISES by reason of damage thereto or destruction thereof by fire or other cause. Notwithstanding any provision of this section "16.1" hereinbefore to the contrary, if more than fifty percent (50%) of the DEMISED PREMISES or of the BUILDING be

damaged or destroyed, even if, in the case of such damage or destruction to the BUILDING, the DEMISED PREMISES are not so damaged or destroyed, or if such damage or destruction to the DEMISED PREMISES and/or the BUILDING shall occur during the last LEASE YEAR, LESSOR and LESSEE shall each have the right, upon written notice to the other, to terminate this Lease, upon which termination neither LESSOR nor LESSEE shall have any further rights or obligations under this Lease or to or with respect to each other, except that LESSOR shall immediately return to LESSEE any security deposit given by LESSEE pursuant to the provisions of this Lease if such security deposit would otherwise have been returnable had the expiration of the TERM normally occurred on the date of such termination, and provided further, that LESSEE shall not be relieved of any obligation of which LESSEE was in default at the time of such termination, which obligation shall survive such termination, and provided further, that LESSOR shall be entitled to receive, as LESSOR'S sole and exclusive property, all insurance proceeds as a result of policies obtained and maintained by LESSOR and which are payable by reason of such damage to or destruction of the DEMISED PREMISES or any other part of the BUILDING or OTHER IMPROVEMENTS. In order to exercise the right of termination provided by this section "16.1", LESSOR or LESSEE shall give written notice to the other thereof within thirty (30) days after

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damage to or destruction of the DEMISED PREMISES or the BUILDING by fire or other cause.

ARTICLE XVI-EMINENT DOMAIN

16.1 If the whole of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, the TERM shall cease at the time of such taking or condemnation.

16.2 If part, but not the whole, of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, and it is impractical for LESSEE to any longer use and occupy the DEMISED PREMISES for the uses it was making thereof immediately prior to such taking or condemnation, LESSEE may terminate this Lease on ten (10) days' notice to LESSOR.

16.3 If part, but not the whole, of the REAL PROPERTY shall be taken and condemned by any competent authority for any public use or purpose, and it is not impractical for LESSEE to again use and occupy the DEMISED PREMISES for the uses it was making thereof immediately prior to such taking or condemnation, this Lease and the TERM shall continue and rent shall be equitably abated; provided, however, that in such event, LESSOR shall, at LESSOR'S own cost and expense, make all necessary repairs or alterations to the REAL PROPERTY so as to constitute that any portion of the BUILDING not taken a complete architectural unit and as nearly similar in character to the BUILDING; if, during the period of any

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such repair or alterations, LESSEE is prevented from using the DEMISED PREMISES in whole or in part by reason thereof, rent shall be equitably abated while LESSEE is so prevented.

16.4 Any award resulting from any taking or condemnation of any part or the whole of the REAL PROPERTY by any competent authority for any use or purpose shall belong to, and be the sole and exclusive property of, LESSOR, and LESSEE hereby assigns to LESSOR all right and claim which LESSEE may otherwise have to such award and agrees to execute any and all instruments or other documents which at any time may be necessary or requested therefor. Notwithstanding any provision of this section "17.4" hereinbefore to the contrary, LESSEE shall be entitled to recover any relocation expense or moving expense which the law provides to a LESSEE upon a taking or condemnation as well as payment for any trade fixtures and equipment which are not or do not become the property of LESSOR under the terms of this Lease.

16.5 If the TERM shall cease due to a taking or condemnation as provided in this ARTICLE XVII, rent, minimum and additional, shall be apportioned accordingly to the date the TERM ceases.

ARTICLE XVII-LESSOR'S PROPERTY

17.1 All improvements made by LESSEE to or upon the DEMISED PREMISES, except for trade fixtures, shall, when made, at once be deemed part of the DEMISED PREMISES and become the sole and

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exclusive property of LESSOR. Landlord reserves the right to require tenant to remove certain tenant improvement upon expiration of the lease or any renewals.

ARTICLE XVIII-LESSOR'S NON-LIABILITY

18.1 LESSOR shall not be liable to LESSEE for any shortage or failure of heat or utilities at the DEMISED PREMISES nor for interference with other incorporeal hereditaments, regardless of the cause therefor, unless caused by LESSOR'S gross negligence or willful misconduct. No diminution or abatement of annual minimum rent or additional rent or any of LESSEE'S other obligations hereunder shall be allowed for any reason or circumstance whatsoever unless expressly provided for in this Lease. No interruption or curtailment of any utilities shall be deemed a constructive eviction.

ARTICLE XIX-INSPECTION

19.1 LESSOR or LESSOR'S agents or designated representatives shall be permitted to enter the DEMISED PREMISES at all reasonable times during LESSEE'S usual business hours, upon reasonable prior notice, and in the case of an emergency, at any time, without notice, for the purpose of inspecting the DEMISED PREMISES and making any necessary repairs thereto and performing any work therein which LESSOR is required to make or desires to make that may be necessary by reason of LESSEE'S default under the terms of

this Lease. Nothing herein shall imply any duty on the part of LESSOR to do any work which under any provision of this Lease LESSEE is required to perform, and the performance thereof by LESSOR shall not constitute a waiver of any default by LESSEE. To the extent LESSOR is making repairs to the DEMISED PREMISES which are required due to a default of LESSOR, LESSOR shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to LESSEE or LESSEE'S subtenants by reason of making such repairs or performing any such work on or in the DEMISED PREMISES, or on account of bringing materials, supplies, tools, or equipment into or to the DEMISED PREMISES during the course of such work, and the obligations of LESSEE under this Lease shall not thereby be relieved, diminished or otherwise affected in any manner. The LESSOR acknowledges that its rights of reentry into the DEMISED PREMISES set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the DEMISED PREMISES medical marijuana in accordance with article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the DEMISED 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

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the LESSOR intends to exercise a right of reentry or to initiate such proceedings or at least sixty (60) days before expiration of the Lease.

19.2 During the last six (6) months of the TERM, LESSOR shall have the right, at reasonable times, upon prior notice to LESSEE, provided it does not unreasonably interfere with the business of LESSEE or any permitted subtenant of LESSEE, to enter the DEMISED PREMISES and show the same to prospective tenants thereof and may, during such final six (6) month period, but not during the period January 1 through April 15th, affix to any suitable part of the DEMISED PREMISES a notice of letting the DEMISED PREMISES and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the DEMISED PREMISES or with any sign of LESSEE in the DEMISED PREMISES.

19.3 LESSEE shall permit an inspection of the DEMISED PREMISES by or on behalf of prospective purchasers of the REAL PROPERTY or any part thereof at all reasonable times during the TERM, upon prior notice to LESSEE, provided it does not unreasonably interfere with the business of LESSEE or any permitted subtenant of LESSEE, and LESSOR may, at any times during the TERM, affix to any suitable part of the DEMISED PREMISES a notice that the REAL PROPERTY is for sale and shall have the right to keep the

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same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the DEMISED PREMISES or with any sign of LESSEE in the DEMISED PREMISES.

ARTICLE XX-MECHANIC'S LIEN

20.1 If a notice of mechanic's lien be filed against the REAL PROPERTY or any part thereof for, or purporting to be for, labor or materials alleged to have been furnished to or for the DEMISED PREMISES at the request of LESSEE, LESSEE shall remove or discharge the same within thirty (30) days after such filing, and if LESSEE shall fail to remove or discharge such lien within such thirty (30) day period, LESSOR shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding proceedings, without regard to the validity of such lien, and, in the event of such deposit or bonding proceedings, LESSOR may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, LESSOR may pay any judgment recovered on such claim. Any liability or expense paid by LESSOR as provided in this section "20.1" shall be deemed additional rent and shall be due and payable from LESSEE to LESSOR concurrently with the next monthly installment of annual minimum rent due after LESSOR gives LESSEE notice of such payment by LESSOR.

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ARTICLE XXI-ATTORNMENT

21.1 In the event the REAL PROPERTY is sold voluntarily or pursuant to any mortgage foreclosure sale, or pursuant to the exercise of any power of sale under any mortgage made by LESSOR covering the REAL PROPERTY or any part thereof, LESSEE shall attorn to the purchaser at such sale and recognize such purchaser as the "LESSOR" under this Lease.

ARTICLE XXII-SUBORDINATION

22.1 This Lease shall be subject and subordinate to the lien of any mortgage(s) which LESSOR has heretofore or may hereafter place upon the REAL PROPERTY, or any part thereof, and to all terms, conditions or other provisions of such mortgage(s), and to any renewals, extensions, modifications or replacements thereof, provided, that as to any future mortgage(s), the mortgagee agrees not to disturb LESSEE'S rights under this Lease or join LESSEE as a defendant in any action to foreclose any such mortgage(s) so long as LESSEE is not in default, beyond any applicable cure period, in performing LESSEE'S obligations hereunder. LESSEE agrees to execute, acknowledge and deliver any and all documents which may be reasonably requested by LESSOR in order to effectuate the aforesaid subordination. LESSOR shall obtain from any existing mortgagee, or any future mortgagee or secured party, an agreement in a form agreed to by LESSOR, lender and LESSEE, in recordable form, which

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provides that in the event of any foreclosure, sale under power of sale or lease termination or transfer in lieu of any of the foregoing, that provides that (a) the LESSEE'S use, possession and enjoyment of the DEMISED PREMISES shall not be disturbed and this Lease shall continue in full force and effect so long as LESSEE is not in default beyond any applicable cure period hereunder, and (b) that such successor to the LESSOR'S interest will assume the obligations of LESSOR under this Lease accruing subsequent to any such foreclosure, termination, sale or transfer (an "SNDA") in a form reasonably agreeable to LESSOR and LESSEE.

ARTICLE XXIII-ASSIGNMENT AND SUBLETTING

23.1 LESSEE shall have no right to assign this Lease or sublet the DEMISED PREMISES without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. In the event of any permitted assignment or subletting, LESSEE shall nevertheless remain liable for performance of all of the terms and conditions of this Lease on LESSEE'S part to be performed and no further assignment or subletting shall be permitted without the prior written consent of LESSOR, which consent shall likewise not be unreasonably withheld, delayed or conditioned.

ARTICLE XIV-NOTICE

24.1 Any notice or demand which under the terms of this Lease

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or any statute must or may be given or made by either LESSOR or LESSEE shall be in writing and shall be given or made by personal service, recognized national overnight courier or by mailing the same, by certified or registered mail, return receipt requested, addressed to the addressee at such addressee's address first above written or to such other address as either LESSOR or LESSEE may from time to time designate by notice to the other in accordance with this section "24.1." Any such mail notice or overnight courier notice shall be deemed given three (3) business days after the day the notice is deposited with the United States Postal Service or one (1) business day after sent by overnight or courier, as the case may be, and except that notice of change of address shall be deemed given when actually delivered, or first attempted to be delivered, to the addressee or to the addressee's last designated address.

ARTICLE XXV-PAYMENT

25.1 All payments or evidence of payment required to be made or provided by LESSEE to LESSOR shall be made and provided to LESSOR at 400 38th Street, Suite 2222 Union City, NJ 07087, or at such other place or places of which LESSOR may from time to time give notice to LESSEE.

ARTICLE XXVI-REPRESENTATIONS

26.1 LESSOR hereby warrants and represents to LESSEE as follows:

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(a) LESSOR is, or will be as of the Access Date, the owner of the DEMISED PREMISES with full right and authority to execute this Lease and to lease the DEMISED PREMISES to LESSEE in accordance with the terms hereof; (b) to the LESSOR'S knowledge, the DEMISED PREMISES are free from environmental contamination that constitutes a violation of applicable law; (c) LESSOR has not received any notice of condemnation, zoning change or legal noncompliance relating to the DEMISED PREMISES and the DEMISED PREMISES are in compliance with all local, state, and federal laws, codes and ordinances; (d) LESSOR is not aware of any material defect that currently exists as to any structural element or building system serving the DEMISED PREMISES and all building systems, including the under-slab sewer drainage system, are in good working order, or will be as of the Access Date (with the exception of any defects which shall be addressed as part of the LESSOR'S Work, which shall be in good working order as of the date such work is required to be completed); (e) utilities are available to the DEMISED PREMISES, including without limitation the following: water, heat, air conditioning, telephone, electricity, gas and sewage; (f) there are no applicable federal, state, and local laws, ordinances, regulations, orders or rules of governmental authorities that would prevent the use or operation of the Leased Premises for the Permitted Use, and the Permitted Use is a permitted use under the

[redacted]

current zoning laws and regulations; (g) there are no covenants, conditions, restrictions, or declarations affecting the DEMISED PREMISES; and (h) is the only holder of a mortgage or deed of trust on the DEMISED PREMISES.

ARTICLE XXVII-HOLDOVER

27.1 Should LESSEE continue to occupy the DEMISED PREMISES after expiration of the TERM, or after a forfeiture incurred, whether with or without the consent of LESSOR, then, unless expressly provided otherwise in a writing signed by LESSOR, such tenancy shall be from month-to-month and in no event from year-to-year or term-to-term, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this Lease, including, in the case of expiration, the rent payable immediately preceding such expiration, and, in the case of forfeiture, the rent which would thereafter have been payable but for such forfeiture.

ARTICLE XXVIII-CHANGES

28.1 This Lease may not be modified, changed, discharged or terminated except by a written instrument executed by both LESSOR and LESSEE expressly so providing.

ARTICLE XXIX-DEFAULT

29.1 If, before or after the COMMENCEMENT DATE, LESSEE shall file in any court pursuant to any statute, either of the United

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States or of any state, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or any portion of LESSEE'S property, and such petition shall not have been dismissed within sixty (60) days after the commencement of any such proceeding, the TERM shall thereby, at the option of LESSOR, cease, and LESSEE shall immediately quit and surrender the DEMISED PREMISES to LESSOR, and in that case, neither LESSEE nor anybody claiming under LESSEE shall be entitled to go into possession of the DEMISED PREMISES, except for the temporary purpose of removing trade fixtures which it is permitted to remove under section "17.1."

29.2 If, after the COMMENCEMENT DATE, any of the events mentioned in the immediately preceding section "30.1" shall occur; or if the DEMISED PREMISES becomes vacant, abandoned or deserted for a period of thirty (30) business days or more, or if it is used for some purpose other than a use permitted under this Lease, or if it is used for some purpose restricted under this Lease and any such use continues for more than fifteen (15) business days after notice from LESSOR; or if any execution, attachment or other process of law which deprives LESSEE of LESSEE'S estate created by this Lease is issued and LESSEE fails to vacate or set aside such execution, attachment or other process within sixty (60) business days after such issuance; or if LESSEE shall make default in

[redacted]

fulfilling any of the covenants of this Lease other than the provisions for the payment of annual minimum rent or additional rent or removal of mechanic's lien for more than thirty (30) days after notice from LESSOR (unless such cure cannot be reasonably completed within thirty (30) days, in which event LESSEE shall have such additional period as is reasonably necessary to complete such cure so long as LESSEE has commenced the cure within thirty (30) days and is diligently pursuing same); or if LESSEE shall fail to pay any item of annual minimum rent or additional rent or any part of either for a period of more than fifteen (15) days after the same is first due and payable; or if LESSEE shall default in removal of a mechanic's lien within the time specified in ARTICLE XXI hereof; then, in any of such events, the TERM shall thereby, at the option of LESSOR, on the day specified in a notice to LESSEE of exercise of such option, cease, and LESSEE shall immediately quit and surrender the DEMISED PREMISES to LESSOR, but LESSEE shall remain liable as hereinafter provided in section "29.3."

29.3 If LESSOR has exercised the option to cause the TERM to cease as hereinbefore provided in this ARTICLE XXX, LESSOR may immediately or at any time thereafter, re-enter the DEMISED PREMISES and remove all persons and all or any property therefrom, either by summary proceedings or by any suitable action or proceeding at law, without being liable, in the case of summary

proceedings, for indictment, prosecution or damages therefor, and may repossess and enjoy the DEMISED PREMISES. Whether or not LESSOR exercises the option to cause the TERM to cease, LESSOR may either relet the DEMISED PREMISES or any part or parts thereof for LESSOR'S own account, or may, at LESSOR'S option, relet the DEMISED PREMISES or any part or parts thereof as the agent of LESSEE, and receive the rents therefrom, applying the same first to payment of such reasonable expenses as LESSOR may have incurred in releting, then to the fulfillment of LESSEE'S covenants herein, and, at the expiration of the TERM, any excess then remaining, without interest, shall be paid to LESSEE, who shall remain liable for any deficiency then existing. In the event the TERM shall cease as provided in this ARTICLE XXX, then whether or not the DEMISED PREMISES be relet, LESSEE shall remain liable for, and LESSEE hereby agrees to pay to LESSOR until the time when this Lease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual minimum rent and additional rent reserved herein, less the avails of releting, if any, and the same shall be due and payable by LESSEE to LESSOR on the several rent days above specified, that is, upon each of such rent days LESSEE shall pay to LESSOR the amount of the deficiency then existing. LESSEE hereby expressly waives any and all right of redemption in case LESSEE shall be dispossessed by judgment or

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warrant of any court or judge. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meanings.

29.4 If not already provided in this Lease, if LESSEE shall default in performing any covenant contained in this Lease on LESSEE'S part to be performed, LESSOR shall have the right, but not the obligation, immediately or at any time thereafter, without notice, to perform the same for the account of LESSEE, and, in the event LESSOR pays any monies in connection with such performance on account of LESSEE, the reasonable amount thereof shall be deemed additional rent due and payable concurrently with the next monthly installment of annual minimum rent following LESSOR giving LESSEE notice of such payment.

29.5 In the event of the breach by LESSEE of any of the covenants and conditions of this Lease and subsequent failure to cure such breach within any applicable cure period, LESSOR shall have the right of injunction and a right to invoke any remedy at law or in equity as if re-entry, summary proceedings and other remedies were not provided herein.

29.6 LESSOR shall use commercially reasonable efforts to mitigate its damages.

29.7 LESSOR will be in default if LESSOR fails to perform any obligation of LESSOR under this Lease within 30 days after

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receiving written notice from LESSEE that LESSOR has failed to perform such obligation; provided, however, that LESSOR will have such time in excess of 30 days as may be reasonably necessary for anything that cannot be cured within 30 days so long as LESSOR commences cure within such 30 days and diligently proceeds with completion and provided further that LESSOR shall have less than 30 days to perform where the default is creating a critical or emergency situation for the LESSEE, in which case LESSOR shall act immediately. Upon any such default, LESSEE may at its option cure such default on behalf of the LESSOR, terminate this Lease by notice to LESSOR, and/or resort to any other remedies provided by law or equity. LESSOR shall pay all reasonable costs, including, but not limited to, reasonable attorney's fees, incurred by LESSEE as a result of such default, and LESSOR shall be responsible for reimbursing LESSEE for all of LESSEE'S costs and expenses incurred in curing any default on behalf of LESSOR. LESSEE shall have the option to either invoice LESSOR for such costs, in which event LESSOR shall pay in full within 20 days of receipt of same, or to deduct such amount from its next rent payment(s) coming due until LESSEE has been reimbursed in full for such expenses.

ARTICLE XXX-WAIVER

30.1 Failure of LESSOR or LESSEE to insist in any one or more instances upon strict performance of any of the covenants of this

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Lease which the other is required to perform, or to exercise any option herein contained, shall not be considered or construed as a waiver or relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. Receipt by LESSOR of annual minimum rent or additional rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by LESSOR of any provision of this Lease shall be deemed to have been made unless expressed in writing, signed by LESSOR. Any written consent by LESSOR required under this Lease shall not, if given, be construed as a waiver of the need for such consent in the future.

ARTICLE XXXI-GENERAL

31.1 Any covenant mentioned in this Lease to be performed by LESSEE shall be performed, unless otherwise provided and if not already so stated, at LESSEE'S own cost and expense and at all times during the TERM and shall be deemed a condition as well as a covenant.

ARTICLE XXXII-REAL ESTATE BROKER

32.1 LESSOR and LESSEE each warrant and represent to the other that no real estate broker or other person entitled to commissions has been instrumental in bringing about this Lease, except for Pavia Real Estate Services, whose broker commission shall be the sole responsibility of, and shall be paid by, LESSOR.

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Furthermore, if any person other than Pavia Real Estate Services makes claim for such commissions and either party is required to pay for the same or incur any expense in connection therewith on account of it being established that such person was retained by one of the parties hereto or acted at the request of one of the parties hereto, expressed or implied, the party responsible therefor shall hold the other party harmless therefrom and indemnify such other party for any payment or expense which such other party is required to so make or incur.

ARTICLE XXXIII-INVALIDITY

33.1 The invalidity or unenforceability of any provision of this Lease shall in no way affect the validity or enforceability of any other provision hereof.

ARTICLE XXXIV-ENTIRE AGREEMENT

34.1 No oral statement or written matter prior to the date of this Lease shall have any effect or force. The submission by LESSOR of the within Lease in draft form shall be deemed submitted solely for LESSEE'S consideration and not for acceptance, and execution shall confer no rights or impose any obligations, including brokerage obligations, upon either LESSOR or LESSEE unless and until LESSOR and LESSEE shall both have executed this Lease and duplicate originals thereof shall have been received by each.

ARTICLE XXXV-INDEMNITY

[redacted]

35.1 Except for the gross negligence of willful misconduct of LESSOR or its agents, employees or representatives, LESSEE agrees to indemnify and save LESSOR harmless from and against any and all claims, demands, costs, expenses and liabilities for or in connection with any accident, injury or damage whatsoever caused to any person or property arising or occurring in the DEMISED PREMISES or any part thereof directly or indirectly out of the business conducted, or the improvements made by LESSEE, in the DEMISED PREMISES or arising from any act or omission of LESSEE or any contractor, subcontractor, materialman, supplier, vendor, concessionaire or subtenant of LESSEE or their respective agents, servants and employees or in any other respect associated with, occurring in or relating to the DEMISED PREMISES.

35.2 LESSOR agrees to indemnify and save LESSEE harmless from and against any and all claims, demands, costs, expenses and liabilities as result from the intentional or negligent act or omission of LESSOR or LESSOR'S agents, servants, employees, contractors, subcontractors, materialmen, suppliers, vendors or concessionaires, or the failure of LESSOR to perform any act or do anything required of LESSOR under this Lease.

ARTICLE XXXVI-SECURITY

36.1 LESSOR shall have no obligation of any kind to keep the DEMISED PREMISES secure, all obligation for such security to be

[redacted]

solely upon LESSEE. LESSOR shall provide LESSEE with a key or other necessary device or information to allow LESSEE entrance to the BUILDING and the COMMON AREAS within the BUILDING.

ARTICLE XXXVII-SIGNS AND WINDOW TREATMENT

37.1 LESSEE shall have the right to maintain signage at the facilities on the existing parking lot directory and in the lobby of the BUILDING. Any sign installed by LESSEE shall conform in every way with the rules and regulations of any governmental body, department or agency having jurisdiction thereover, and with any law of the state, county and/or municipality with regard thereto.

37.2 LESSEE shall not place any shades, blinds, draperies, curtains or other treatment in any window located in the DEMISED PREMISES without LESSOR'S prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

ARTICLE XXXVIII-RELATIONSHIP

38.1 No provision of this Lease is intended to create a partnership between LESSOR and LESSEE, or make LESSOR and LESSEE joint venturers, or make LESSOR and LESSEE in any way responsible for the debts or losses of the other.

ARTICLE XXXIX-SEPARABILITY

39.1 If any provision of this Lease shall be determined to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

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ARTICLE XL-QUIET ENJOYMENT

40.1 LESSEE, upon paying the annual minimum rent and additional rent and other charges provided for by this Lease, and performing all the other terms of this Lease on LESSEE'S part to be performed, shall quietly have and enjoy the DEMISED PREMISES during the TERM without hindrance or molestation, subject, however, to the reservations and conditions of this Lease and any mortgage to which this Lease is now or hereafter may be subordinate.

ARTICLE XLI-CAPTIONS

41.1 The section captions contained in this Lease are for convenience only and do not define, limit or construe the contents of such sections and are in no way to be construed as part of this Lease.

ARTICLE XLII-REFERENCES

42.1 Wherever in this Lease the singular number is used, the same shall include the plural, and the masculine, feminine and neuter gender shall include each other, if otherwise applicable or appropriate. Any reference in this Lease to "section" or "ARTICLE", unless expressly indicated otherwise, refers to a section or ARTICLE of this Lease.

ARTICLE XLIII-EXCULPATION

43.1 The term "LESSOR" as used in this Lease shall mean PILGRIM USA, LLC so long as it has not assigned all its right,

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title and interest in the REAL PROPERTY and, should it make any such assignment, PILGRIM USA, LLC shall thereupon be entirely released from all covenants and other obligations of the LESSOR under this Lease and the term "LESSOR" shall apply to the assignee of such assignment, and the benefits of this section "43.1" shall apply to such assignee and subsequent assignees, if any.

43.2 Except for LESSOR'S gross negligence or willful misconduct, in the event of any default by LESSOR in performing any of LESSOR'S obligations under this Lease, LESSOR shall have no personal liability on account thereof and LESSEE shall, as LESSEE'S sole remedy, look solely to LESSOR'S right, title and interest in the REAL PROPERTY or to any insurance proceeds received by LESSOR relating to the REAL PROPERTY.

ARTICLE XLIV-LATE CHARGES

44.1 In the event LESSOR shall make any payment of rent more than fifteen (15) business days after the date such rental payment is first due and payable, LESSEE shall pay to LESSOR, as additional rent, simultaneously with the making of such delinquent payment, a late charge of five cents ($.05) for each dollar which is so delinquent for any month or portion thereof.

ARTICLE XLV-NON DISTURBANCE

45.1 LESSEE shall not interfere with or disturb other tenants of the REAL PROPERTY or any part thereof or their agents, servants,

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employees, patients, other invitees and licensees in connection with their use, occupancy and enjoyment of the REAL PROPERTY or any part thereof, including the COMMON AREAS.

ARTICLE XLVI-ATTORNEY'S FEES

46.1 In the event that LESSOR brings any legal action to recover any monies due from LESSEE under this Lease, or to compel LESSEE to perform any other covenants and/or conditions which LESSEE is obligated to perform under this Lease, or in the event that LESSOR retains an attorney to defend against any obligation imposed or intended to be imposed upon LESSOR on account of LESSEE'S failure or alleged failure to perform LESSEE'S obligations under this Lease, LESSEE shall be responsible for, and pay to LESSOR, all reasonable attorney's fees and any other reasonable costs and disbursements incurred by LESSOR in such prosecution or defense, provided, with respect to such prosecution, LESSOR is successful therewith. The amount of such attorney's fees and other costs and disbursements shall be deemed additional rent and shall be due and payable by LESSEE to LESSOR on the first day of the month following LESSOR giving LESSEE notice of demand therefor.

46.2 In the event that LESSEE brings any legal action to recover any monies due from LESSOR under this Lease, or to compel LESSOR to perform any other covenants and/or conditions which LESSOR is obligated to perform under this Lease, or in the event

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that LESSEE retains an attorney to defend against any obligation imposed or intended to be imposed upon LESSEE on account of LESSOR'S failure or alleged failure to perform LESSOR'S obligations under this Lease, LESSOR shall be responsible for, and pay to LESSEE, all reasonable attorney's fees and any other reasonable costs and disbursements incurred by LESSEE in such prosecution or defense, provided, with respect to such prosecution, LESSEE is successful therewith. The amount of such attorney's fees and other costs and disbursements shall be due and payable by LESSOR to LESSEE on the first day of the month following LESSEE giving LESSOR notice of demand therefor.

ARTICLE XLVII-ADDITIONS AND EXPANSION

47.1 LESSOR shall have the right, at any time during the TERM, to make additions to the BUILDING or the land areas of the REAL PROPERTY or to relocate the parking areas thereof, all of which LESSOR may do without the consent of LESSEE, and all or any of which, when done, shall in no way affect the existence of this Lease or any of LESSEE'S obligations hereunder, all of which LESSEE shall be required to continue to perform without credit, adjustment or abatement, provided, however, (i) no such addition to the BUILDING shall materially interfere with LESSEE'S access to the DEMISED PREMISES or the visibility of the DEMISED PREMISES, (ii) no such relocation of the parking areas shall materially diminish the

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amount of parking areas available to tenants of the REAL PROPERTY or the convenience of access thereto, and except that if otherwise appropriate by reason of any new additions to the BUILDING, LESSEE'S PRO RATA SHARE shall be adjusted accordingly.

ARTICLE XLVIII-SECURITY DEPOSIT

48.1 LESSEE shall, simultaneously with LESSEE executing this Lease, deposit with LESSOR, the sum of five thousand three hundred fifteen and 76/100 Dollars ($5,315.76), as security for the full and faithful performance by LESSEE of each and every term, covenant and condition of this Lease on LESSEE'S part to be performed or observed. In the event that LESSEE defaults in performing or observing any of such terms, covenants and conditions beyond any applicable cure period, LESSOR may use, apply or retain the whole or any part of the security for the payment of any rentals in default or for any other sum which LESSOR would expend or be required to expend by reason of LESSEE'S default, including any damages or deficiency in the reletting of the DEMISED PREMISES, whether such damages or deficiency may accrue before or after summary proceedings or other re-entry by LESSOR. The security or any balance thereof shall be returned to LESSEE after the time fixed as the expiration of this Lease. LESSEE shall be entitled to any interest earned on the security except for any portion which LESSOR is permitted by law to retain. In the absence of evidence

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satisfactory to LESSOR of any assignment of the right to receive the security, or the remaining balance, LESSOR may return the security to the original LESSEE, regardless of one or more assignments of this Lease itself. In the event LESSOR shall use, apply, expend or retain any part of the security on account of any default by LESSEE, LESSEE shall pay to LESSOR, as additional rent, within thirty (30) days after being billed therefor by LESSOR, the amount of the security so used, applied, expended or retained. In the event of a bona fide sale of LESSOR'S LAND subject to this Lease, LESSOR shall transfer the security to the purchaser for the benefit of LESSEE and, thereupon, LESSOR shall be considered released by LESSEE from all liability for the return of the security and LESSEE agrees to look to the new landlord solely for the return of the security. The immediately preceding sentence shall apply to every transfer or assignment made of the security to a new landlord.

ARTICLE XLIX -BENEFIT

49.1 This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, and if there be more than one person jointly referred to as "LESSEE", each such person so jointly referred to shall be jointly and severally liable for all of the covenants, agreements and obligations of this Lease required to be performed or observed by

the LESSEE.

49.1 A Memorandum of Lease shall be executed by LESSOR and LESSEE in the form attached hereto as **Exhibit A.** Both parties shall promptly execute and notarize such documents as may be reasonably necessary in order to record the Memorandum. LESSEE shall pay all recording fees associated therewith.

49.2 The laws of the State of New York shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

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

North Country Roots, Inc., LESSEE

by: _____ Doug Butdorf North Country Roots Inc 5/19/15

Pilgrim USA, LLC, LESSOR

by: _____

Authorized Member

[redacted]

EXHIBIT A

MEMORANDUM OF LEASE

[redacted]

EXHIBIT "C"

VANILLA BOX SPECIFICATIONS

STATEMENT OF LESSOR'S WORK

A. Landlord to provide at Landlord's sole cost the following, upon commencement of the proposed lease.

B. Landlord will be responsible for obtaining permits for its portion of the work.

C. Exterior structure of building is or will be designed by Landlord or Landlord's architect to carry loads in accordance with governing codes.

D. All interior demising walls as shown on the attached floor plan will be built by Landlord to roof underside of roof deck, sheetrocked, taped, sanded and Lessee's paint. If any secure wall are required by Lessee, Lessee shall pay the cost above any standard demising wall provided by Lessor

E. Storefront should look like new. Cracks, broken glass, and/or rusted aluminum will not be accepted and will be Landlord's responsibility with.

F. Landlord is to provide rear access to a rear door and overhead delivered "As Is" but in good working order

G. Restroom to delivered ADA compliant and upgraded In accordance with local code will include sink, toilet, grabbers, mirrors, and floor tile per code. All lighting for restroom, including exhaust fan, to be provided and installed by Landlord. Walls to be sheetrocked and painted white by Landlord. Any concrete walls shall not be exposed.

H. Landlord to provide complete HVAC system, including all duct work, electrical, mechanical, and grills. HVAC system should be a minimum of one (1) ton for every 400 square feet of leased premises. Landlord to warrant unit for at least one year from the date of Tenants occupancy. If HVAC unit and/or compressor are less than five (5) years old, Landlord is to send all warranty paperwork to Tenant. All supply and return to be provided and located in ceiling of leased premises by Landlord.

I. Electrical to be per local codes. Landlord will provide and install meter and all electrical, with a minimum of 200 amp service. Service panel to be located on the rear wall of the leased premises.

J. Three lamps, 2 x 4 recessed light fixtures to be provided and installed by Landlord as shown on attached ceiling and lighting plan. Standard cool white lamps or comparable to Federal government standards to be installed by Landlord in fixtures. Duplex receptacles to be provided and installed by Landlord per local code. All emergency and exit lighting to be provided and installed by Landlord per local code.

K. Landlord will be responsible for installation and/or modification of

sprinkler system, if required by code.

L. Drop ceiling to be installed by Landlord at a height of approximately the existing height ceiling height throughout entire leased premises. Ceiling to be white, standard 24" x 48" acoustical tile, which shall be provided and installed by Landlord? Ceiling should look like new as shown on the attached ceiling plan.

M. Landlord to provide floor to be smooth concrete floor.

OPTION AGREEMENT FOR LEASE OF REAL PROPERTY

This Option Agreement ("Agreement") made and entered into this 11th day of May 2015 by and between **FARLEY–LEADER**, a partnership having an office and place of business at 107 East Main Street, Gouverneur, New York 13642 (hereinafter called "Landlord") and **NORTH COUNTRY ROOTS, INC.**, a domestic corporation having its office and principal place of business at 64 Trafalgar Drive, Plattsburgh, New York 12901 (hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the fee simple owner of certain real property being, lying and situated in the County of St. Lawrence, State of New York, such real property having the street address of 318 East Main Street, Gouverneur, New York 13642 ("Premises");

WHEREAS, Tenant desires to procure an option to lease the Premises upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement; but no later than May 14, 2015.

(b) "Option Fee" shall mean the total sum of an Option to Lease payment of $1,100.00 payable as set forth below.

(c) "Option Term" shall mean that period of time commencing on the Execution Date and ending on or before August 31, 2015.

(d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Tenant shall send its written notice to Landlord exercising its Option to Lease.

(e) "Closing Date" shall mean the last day of the Option Term or such other date during the Option Term selected by Tenant.

2. GRANT OF OPTION. For and in consideration of the Option Fee payable to Landlord as set forth herein, Landlord does hereby grant to Tenant the exclusive right and Option ("Option") to Lease the Premises upon the terms and conditions as set forth herein.

3. PAYMENT OF OPTION FEE. Tenant agrees to pay the Landlord a payment of $1,100.00 upon the Execution Date.

4. EXERCISE OF OPTION. Tenant may exercise its exclusive right to Lease the Premises pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Landlord. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Tenant does not exercise its exclusive right to Lease the Premises granted by the Option during the Option Term, Landlord shall be entitled to retain the Option Fee, and this agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty hereinunder or pursuant to this Agreement.

5. LEASE OF REAL PROPERTY AT 318 EAST MAIN STREET, GOUVERNEUR, NEW YORK 13642. In the event that the Tenant exercises its exclusive Option as provided for in the preceding paragraph, Landlord agrees to lease and Tenant agrees to lease the Premises and both parties agree to execute a Lease of the Premises in accordance with the terms and conditions as set forth at Exhibit A attached hereto and made a part hereof.

6. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement and Exhibit A shall not become effective and binding until fully executed by both Tenant and Landlord.

(b) Notice. All notices, demands, and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the Landlord at 107 East Main Street, Gouverneur, New York 13642 and to Tenant at 64 Trafalgar Drive, Plattsburgh, New York 12901 or at such other address as either may specify to the other in writing.

(c) Fee Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the other parties hereto and their respective heirs,

successors, and or assigns, to the extent as if specified at length throughout this Agreement.

Witness the hands and seals of the parties, the day and year first above written.

In Presence of _____

_____

Date: May 19, 2015

LANDLORD:
FARLEY-LEADER

BY:_____
Mary Farley

BY:_____
Patti Farley-Spilman

BY:_____
Robert J. Leader

TENANT:
NORTH COUNTRY ROOTS, INC.

BY:_____
Douglas Butdorf

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) SS

On this _____ day of May, 2015, before me the undersigned, a Notary Public in and for said State personally came Mary Farley, Patti Farley-Spilman, and Robert J. Leader, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within Instrument and acknowledged to me that they executed the same in their capacity and that by their signature on this Instrument, the individuals or the person upon behalf of which the individuals acted, executed the Instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF) SS

On this _____ day of May, 2015, before me the undersigned, a Notary Public in and for said State personally came Douglas Butdorf, President of North Country Roots, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity and that by his signature on this Instrument, the individual or the person upon behalf of which the individual acted, executed the Instrument.

_____
Notary Public

EXHIBIT A

LEASE AGREEMENT

THIS INDENTURE, made this _____ day of July 2015 by and between **FARLEY–LEADER**, a partnership, having an office and place of business at 107 East Main Street, Gouverneur, New York 13642 (hereinafter referred to as the "Landlord") and **NORTH COUNTRY ROOTS, INC.**, a domestic corporation, having its office and principal place of business at 64 Trafalgar Drive, Plattsburgh, New York 12901 and, if applicable, an acceptable assignee (both hereinafter referred to as the "Tenant").

WITNESSETH:

The Landlord in consideration of the agreements, conditions, covenants and terms on the part of the Tenant hereinafter contained, hereby demises and leases to the Tenant, and the Tenant hereby takes and hires from the Landlord, the premises at 318 East Main Street, Gouverneur, New York 13642 and the land as depicted in the attached Exhibit A for the period commencing September 1, 2015 (hereinafter referred to as the "Demised Premises").

TO HAVE AND TO HOLD the said demised premises, together with all the improvements, appurtenances, rights, privileges and easements thereunto belonging, or in any way appertaining unto the Tenant, for the term of three (3) months commencing on September 1, 2015 and ending on Noon November 30, 2015 at a monthly rent of $700.00 per month payable in advance respectively; and

THEREAFTER TO HAVE AND TO HOLD the Demised Premises together with improvements and appurtenances belonging thereto for the term of four years and five months commencing on December 1, 2015 and ending at Noon August 31, 2016 at the total annual rent of $22,800.00 payable in advance in equal monthly installments of one thousand nine hundred dollars ($1,900.00) on the first day of December 2015 and the first day of each succeeding month to the Landlord or their successors or assigns at such address and place as Landlord may designate until August 1, 2016. For the remaining term of four (4) years commencing on September 1, 2016, the annual rent shall be $21,600.00 payable in advance in equal monthly installments of $1,800.00, and on the first day of each succeeding month, to the Landlord or their successors or assigns at such address and place as Landlord may designate.

It is mutually covenanted and agreed that this Lease is made upon the foregoing and upon the following terms, covenants and conditions:

1. OPTION. In addition to the Lease as aforesaid the parties covenant and agree that the Tenant has the option to extend, individually or by an assignment to an entity approved by the Landlord, in writing, the Demised Premises, for an additional three (3) year period and which option must be accepted in writing no later than ninety (90) days prior to the end of the initial term. All terms of the renewed lease will remain the same except that there shall be a $120.00 per month net increase during the three (3) year period.

2. OCCUPATION. The Premises are to be occupied on a full time basis only by the Tenant, its employees and servants for a New York State approved dispensary. The premises will be used exclusively for the lawful sale of medical marijuana and related lawful products.

3. PAYMENT TO LANDLORD. The Tenant shall and will pay, or cause to be paid during the term hereby granted, all the expenses of the demised premises (except as stated herein) and at the times and in such manner provided herein.

(A) The rent is to be paid to Landlord in advance without deduction, set-off or credit. To the extent that income taxes may be owed on the rents, Landlord shall be responsible therefor.

(B) Pursuant to the terms of this Lease as hereinafter set forth, any sum of money required to be paid by Tenant in addition to the monthly rental reserved herein, whether or not such sum is herein designated as "additional rent" or provision is made for the collection of said sum as additional rent, such sum shall, nevertheless, be deemed to be additional rent and should be collectable as rent. Any payment by Tenant of a lesser amount of additional rent than is due shall be applied to such category or arrearages as the Landlord may designate irrespective of any contrary designation by Tenant.

4. SECURITY DEPOSIT. Prior to, or on, July 15, 2015, Tenant shall deposit the sum of One Thousand Eight Hundred Dollars ($1,800.00) with the Landlord as a security deposit. If the Tenant fully complies with all the terms of this Lease Agreement, Landlord shall return the security after the term ends. If the foregoing option is accepted, the security deposit of Tenant will be continued. If Tenant or assignee does not fully comply with the terms of this Lease Agreement, Landlord may use the security to pay amounts owed by Tenant, including damages.

5. LATE FEE. In addition to rent, Tenant shall pay a late charge in the amount of five percent (5%) of the rent payment for each rent payment made more than five (5) days after the date it is due.

6. UTILITIES. Tenant shall place all utilities in its name and pay for all utility services during the term of this Lease and the connection charges, including but not limited to: water, sewer, heat, gas, electricity, telephone and any communication or utility service used in, or rendered or supplied, to the demised premises during the term of the Lease.

If Tenant defaults in performing any term or provision of this Lease including the payment for utilities, Landlord may, at their option, without notice, perform the same for Tenant's account. If the Landlord makes any expenditure or incurs any obligation for the payment of money in this connection including, but not limited to late fee, interest, cost, attorneys' fees and all such sums, it shall be deemed to be additional rent and shall be paid by the Tenant to the Landlord within five (5) days after presenting an oral or written statement to the Tenant. This provision shall be in addition to other rights contained in here including remedies upon default.

7. CABLE OR TELEVISION/ADJUNCTS THERETO. Tenant shall furnish its own cable or other communication/television service in its own name and shall be responsible for the payment of all charges including connection fees. Tenant shall hold the Landlord harmless from any and all such expenses.

8. MISCELLANEOUS SECTION. The Landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marijuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 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.

9. TERMINATION SECTION. The Tenant may terminate this lease upon 30 days prior written notice should any state, municipality, agency, or other government body, having jurisdiction over the premises pass any law, regulation, or ordinance putting the Tenant's operations as a Registered Organization, as that term is defined in Public Health Law Section 3360, into non-compliance with such law, regulation, or ordinance.

10. RECITALS. The Landlord and Tenant mutually acknowledge that the purpose of the Tenant's lease of the premises is to operate a facility for the manufacture or dispensing of medical marijuana as provided under the laws and regulations of the State of New York.

11. MAINTENANCE. Tenant hereby assumes complete responsibility for the entire and full maintenance and operation of the demised premises at its own cost and expense without cost or expense to the Landlord. The Tenant shall pay all charges, expenses and costs in connection with such maintenance and operation, including but not limited to maintaining at its sole cost and expense the Demised Premises in good repair and condition (ordinary wear and tear excepted). However, the Tenant shall not be responsible for capital repairs. That shall be the responsibility of the Landlord. Capital improvements shall include the replacement of a major part or all of a roof, but not repairs of the same, shall include the exterior walls but not the repair of a window or a window casing. The Landlord shall be responsible for any structural deficiency. The Tenant shall be responsible for any repairs to the heating, electrical, plumbing, heating and cooling and hot water systems. The Tenant shall be responsible for insuring that the smoke detection devices are in good working condition. The Tenant shall be responsible for the trash removal and the extermination of wood destroying organisms, rats, mice, roaches, ants and bedbugs.

12. REAL PROPERTY TAXES.

(A) Landlord shall pay all real property taxes, special assessments whether of the State, County, Village or School Governments.

(B) Nothing herein shall require Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of Landlord or any income, revenue tax or other tax, charge or assessment upon the rent paid or payable under this Lease other than the sales tax as hereinbefore set forth.

13. ASSIGNMENT. Tenant may not assign this Lease or sublease all or any part of the premises without first obtaining the Landlord's written approval and consent to the Assignment or Sublease.

14. KEYS AND LOCKS. Landlord shall furnish two (2) sets of keys to the dwelling to the Tenant for the demised premises. If Tenant changes any entrance lock, it will promptly provide Landlord with a key.

15. MARKET LIEN. The interest of the Landlord shall not be subject to liens for improvements made by the Tenant. Tenant covenants and agrees that it will notify all parties performing work in the premises at Tenant's request that the Lease does not allow any liens to attach to the Landlord's interest.

16. LANDLORD'S ACCESS TO PREMISES. Subject to Laws, Regulations and Rules of New York State, Landlord or Landlord's agent and designee shall have the right to enter upon the demised premises at any time for the protection or preservation of the demised premises. In addition, upon reasonable notice to Tenant, Landlord or Landlord's agent or designee may enter upon the demised premises to inspect the demised premises, perform repairs or improvements, exhibit the demised premises to prospective or actual purchasers, mortgagees, workers or contractors and if the option is exercised in the last three (3) months of that Lease. Landlord shall be permitted to fix a "To Let" or "For Sale" sign on the demised premises.

17. CONDITION OF THE PREMISES. Landlord shall deliver possession of the premises to Tenant in its "as-is", "where-is" condition without warranty, express or implied as to the physical condition. Tenant acknowledges that it is relying solely on its own inspection of the demised premises when entering into this Lease and it is not relying on any statements made by the Landlord or any of the Landlord's representatives as to any aspect of the premises.

18. USE OF THE PREMISES. Tenant shall have exclusive use and right of possession of the Demised Premises on the premises. The premises shall be used so as to comply with all state, county, municipal laws and ordinances and all covenants and restrictions affecting the premises, if any. Tenant may not paint or make any alteration or improvements to the premises without it first obtaining the Landlord's written consent to the alteration or improvement. The Tenant may hang a sign in the demised premises with Landlord's consent provided Tenant remove such item before the end of the Lease term and repairs all damage resulting from the removal. Any improvements or alterations to the demised premises made by the Tenant shall become Landlord's property at the end of the term or upon its sooner termination at the Landlord's option.

19. FURNISHINGS. Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property due to surrender or abandonment by Tenant or recovery of possession by Landlord.

20. INDEMNITY. Tenant shall indemnify and save Landlord harmless from and against any and all liability, damage, penalties or judgments including reasonable attorney' s fees arising from injury to persons or property sustained by anyone in and about the Demised Premises resulting from any act or acts or omissions of Tenant or Tenant's agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any of the above mentioned matters, claim or claims except for acts which may be the negligence or intentional act of the Landlord, their agents, servants or employees.

21. INSURANCE. Throughout the term of the Lease, the Tenant shall, at its own cost and expense, provide and keep in force for the benefit of the Landlord, a public liability insurance policy naming and protecting Landlord against any and all liability occasioned by accident, neglect, misadventure or disaster in the limits of at least One Million Dollars ($1,000,000.00) and said liability shall cover the entire Demised Premises and all buildings, structures, appurtenances, improvements erected thereon or which in the future may be erected, including all areas in the front and rear of the same and such policies shall be in such form and shall be satisfactory to the Landlord.

(A) In addition, throughout the term of this Lease, Tenants shall, at their own cost and expense, provide and keep in force a comprehensive insurance policy or policies which shall contain the usual extended coverage endorsement fully insuring all fixtures and contents naming the Tenants and the Landlord as their interest may appear.

(B) The Tenant shall deliver to the Landlord Certificates of Insurance showing the coverage on the property upon the execution of this Lease. Said insurers shall be authorized to do business in the State of Florida.

(C) If the Tenant shall fail to pay any of the original or renewal premiums due for any such policies of insurance within ten (10) days before the same shall become due, or if the Tenant shall fail to deliver policies or other evidence of insurance within a reasonable time to the Landlord, including a fire insurance policy, the Landlord, upon ten (10) days written notice, may procure any such insurance or pay any of the premiums therefore or both, and in such event, the amount so paid by Landlord shall be payable by the Tenant as additional rent to commence for the next monthly rental period, provided, however, that the right of Landlord to make such payment shall be separate and distinct, and in addition to any and all other rights provided for the Landlord herein in case of default by the Tenant.

22. DAMAGE BY FIRE. If the Demised Premises shall, during the term of this Lease, be destroyed or damaged by fire or other casualty covered by the extended coverage endorsement, the Landlord shall promptly repair, rebuild and reconstruct the Demised Premises and any damaged buildings or Improvements located thereon, so that the repaired or

reconstructed building and improvements shall be worth at least as much as they were before they were damaged during any period of untenantability.

(A) In case the Demised Premises in the opinion of the parties, cannot, for reasons beyond Landlord's control, be repaired and/or reconstructed within two (2) months after the fire or other casualty, this Lease shall cease, terminate and expire as of the date of the casualty.

(B) If any dispute arises between the Landlord and Tenant as to whether or not the building or improvements can be repaired and/or reconstructed within the aforesaid two (2) month, such dispute shall be determined by appointing a third arbiter and the decision of two (2) such arbiters, when made in writing, shall be conclusive upon the parties hereto.

(C) If part of the Demised Premises is rendered unusable by fire, damage or destruction, Tenant's liability for rent shall be reduced by the fair rental value of the part of the premises that was damaged or destroyed.

23. CONDEMNATION. In the event the Demised Premises or any part thereof shall be taken or condemned for any street, municipal or public use, and this Lease is still in full force and effect, then the Tenant shall, and will assent to and take or cooperate with the Landlord in having taken steps as may be necessary and proper to procure, if legally possible, separate awards to said Landlord and said Tenant for the damages that may be found to have been suffered by them respectively, with regard to the respective rights under the terms of the Lease. It is understood and agreed the Tenants' award, if any, shall be limited to the undepreciated value of the leasehold and the cost of relocating. Any dispute shall be resolved by arbitration in accordance with the procedure in case of a dispute over fire damage.

24. MORTGAGES. This Lease is subordinate to any mortgage now or hereafter placed upon the premises by Landlord and to all advances made or hereafter to be made upon the security thereto. To confirm such subordination, Tenant shall execute and deliver a Subordination, Non-disturbance and Atonement Agreement in such form as Landlord or Landlord's mortgagee reasonably requests.

25. QUIET ENJOYMENT. Tenant upon paying the rent and all other sums and charges to be paid by it as herein provided and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the premises during the term of this Lease without hindrance or molestation by anyone claiming an interest by, through or under Landlord.

26. DEFAULT. If any of the following shall occur, it shall constitute an "Event of Default":

(A) Tenant does not pay in full when due, any and all installments of rent or any other charge or payment, whether or not it was included as rent, and such failure is not cured within the time set forth. If no time is set forth, then within five (5) days after the due date.

(B) Tenant violates or fails to perform or comply with any covenant, agreement or condition herein contained (other than those requiring the payment of money), and such violation or failure is not cured within thirty (30) days after Landlord's notice thereof or such longer period if cure cannot be completed within thirty (30) days provided Tenant has commenced diligently and in good faith to cure within the first thirty (30) days.

(C) Tenant abandons the premises for more than one-half of a monthly term where the rent is in default.

(D) Upon Tenant's repossession of the premises, whether or not this Lease has been terminated, Landlord may re-let the premises or any part thereof to such Tenant or Tenants, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) for such rent, or on such conditions (which may include concessions or free rent) and for such uses as Landlord, in their reasonable discretion, may determine, the Landlord shall collect and receive any rents payable by reason of such re-letting. The rents received on such re-letting shall be applied: (i) First to the reasonable and actual expenses of such re-letting and collection, including, without limitation, necessary renovations and alterations of the Demised Premises, reasonable and actual attorney's fees and reasonable and actual real estate commissions paid; and (ii) Thereafter payment of all sums due or to become due Landlord under this Lease. If a sufficient amount to pay such expenses and sums shall not be realized or secured, then Tenant shall pay Landlord any such deficiency and Landlord may bring an action thereunder as such monthly deficiency shall arise. Landlord shall not, in any event, be required to pay Tenant any sums received by Landlord on a re-letting of the premises in excess of the rent provided in this Lease, but such excess shall reduce any accrued present or future obligations of Tenant hereunder. Landlord's re-entry or re-letting of the premises without termination of this Lease shall not preclude Landlord from subsequently terminating this Lease as set forth above.

27. ENFORCEMENT OF COVENANTS. The failure of either party to enforce any condition, covenant or term of this Agreement on the occasion of the breach thereof by the other party, after notice had, shall not be deemed to waive, void or affect the right of either party to enforce such condition, covenant or term on the occasion of a subsequent default or breach thereof.

28. HAZARDOUS MATERIALS. Tenant represents, warrants and covenants that it will not use Hazardous Materials (as defined by Federal and New York State Law) in the premises without limiting the foregoing. Tenant shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials as are defined by New York statutes.

29. COMPLIANCE WITH LAWS. Tenant, at its expense, shall promptly comply with all federal, state and municipal laws, orders and regulations and with all lawful directives of public officers, which impose any duty upon them, or Landlord with respect to the leased premises. That Tenant shall comply with all orders and regulations of the National Board of Fire Underwriters or any other present or future body exercising similar functions which may be applicable to the leased premises.

30. SURRENDER OF PREMISES. Upon the expiration or sooner termination of the terms of this Lease whether in the initial term or upon the exercise of the option, Tenant agrees to quit and surrender the demised premises. Tenant shall indemnify Landlord against all loss and liability resulting from the delay by Tenant in surrendering the premises, including, without limitation, any claims made by any succeeding occupant following such delay. Tenant's obligation under this paragraph shall survive the expiration or sooner termination of the terms of this Lease. In case of Tenant holding over and prior to their removal, rent shall be $2,500.00 per month for the Demised Premises.

31. COMPLETE AGREEMENT. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, proposals, agreements, representation, promises, warranties or understandings between the parties hereto or allegedly communicated by Landlord or Landlord's agent, to Tenant, or by Tenant to Landlord, with respect to the subject matter hereof, and none shall be used to interpret or construe this Lease after the execution hereof.

32. INVALIDITY OF TERMS. It is the intention of the parties hereto that if any provision of this Lease is capable of two interpretations, one of which would render the provision invalid, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision of this Lease, or the application there to any person or circumstance, shall to any extent by invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

33. ATTORNEY'S FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including reasonable attorney's fees from the non-prevailing party.

34. TIME OF THE ESSENCE. The parties covenant and agree that time is of the essence of the performance of each party's obligations under this Lease.

35. SURRENDER OF PREMISES. No agreement to accept the surrender of the premises by Landlord from Tenant will be valid unless in writing and signed by Landlord.

36. SUCCESSORS AND ASSIGNS. The parties covenant and agree that this Lease, and the terms and conditions contained therein, shall inure to the benefit and be binding upon the parties, their heirs and successors.

37. OPTION TO PURCHASE. Seller gives to Purchaser the right to buy the leased property on the following terms:

(A) The Option shall terminate on September 30, 2016.

(B) The price of the property is $60,000.00, payable on sending notice, $1,000.00 by good check, subject to collection, and $59,000.00 by certified check at closing, and with a proration of real estate taxes.

(C) Notice must be in writing to Landlord or their heirs or assigns, by certified or registered mail or personal delivery to be received by Noon September 30, 2016.

(D) Since this Option is contingent on Tenant being in possession of the Leased Premises, the property will be conveyed "as-is".

(E) At the Closing, Seller shall deliver to Tenant a deed so as to convey a fee simple title to the property free and clear of all encumbrances except as stated in this Agreement. The deed shall be prepared, signed and acknowledged by Landlord and transfer tax stamps in the correct amount shall be affixed to the deed, all at Landlord's expense.

(F) The risk of loss or damage by fire or other causally before title closing is assumed by Tenant.

(G) The Closing will take place at the office of Case & Leader LLP 30 days after the date of delivery of the notice of decision to buy the Premises.

(H) Tenant represents that Purchaser has not dealt with any broker in connection with this Lease and Option.

(I) This Option shall apply to and bind the distributees, executors, administrators, successors and assigns of the Landlord and Tenant.

(J) The parties agree that this Option Agreement may not be recorded.

38. MISCELLANEOUS.

(A) All questions concerning the meaning, execution, construction, effect, validity and enforcement of the Lease shall be determined pursuant to the laws of the State of New York.

(B) A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes, originals.

(C) At the expiration of the Lease term, Tenant shall surrender the leased property in as good a condition as it was in the beginning of the term, reasonable

use and wear and tear and damages by the elements excepted. Tenant shall remove all its property therefor not later than the last day of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 2015.

Date: _____

LANDLORD:
FARLEY-LEADER

BY:_____
Mary Farley

BY:_____
Patti Farley-Spilman

BY:_____
Robert J. Leader

TENANT:
NORTH COUNTRY ROOTS, INC.

BY:_____
Douglas Butdorf

STATE OF NEW YORK)
COUNTY OF ST. LAWRENCE) SS

On this _____ day of May, 2015, before me the undersigned, a Notary Public in and for said State personally came Mary Farley, Patti Farley-Spilman, and Robert J. Leader, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within Instrument and acknowledged to me that they executed the same in their capacity and that by their signature on this Instrument, the individuals or the person upon behalf of which the individuals acted, executed the Instrument.

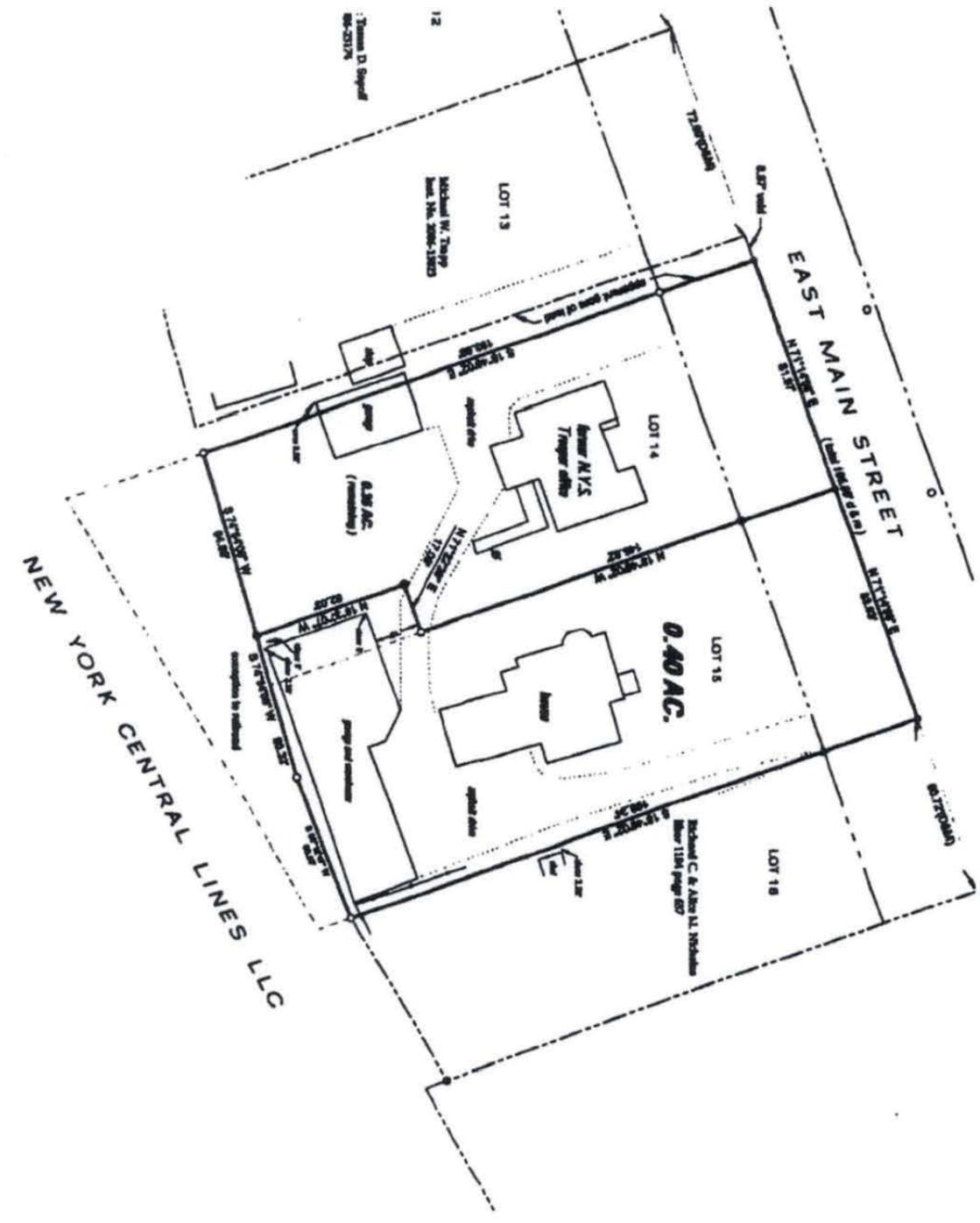
_____
Notary Public

STATE OF NEW YORK)
COUNTY OF) SS

On this _____ day of May, 2015, before me the undersigned, a Notary Public in and for said State personally came Douglas Butdorf, President of North Country Roots, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument and acknowledged to me that he executed the same in his capacity and that by his signature on this Instrument, the individual or the person upon behalf of which the individual acted, executed the Instrument.

_____
Notary Public

EXHIBIT A


EAST MAIN STREET
NEW YORK CENTRAL LINES LLC
LOT 13
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Waters
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May 20, 2015

Mr. Thomas Gosrich
North Country Roots, Inc.
32 Power Dam Way Ste 214 Bldg S
Plattsburgh, NY 12901

We are pleased to offer the following finance lease payment option for your review:

Equipment Description:	(1) ACQUITY UPC2 System, SFC Prep System, SFE Bio-Botanical Enhanced System w/ 3 yrs. Service & VICAM Fluorometer per Quote #: 21007703 & VICAM Quote
Equipment Total:	$883,494.30 plus freight
Lease Type:	$1 Out
Lease Term:	36 Months
Mo. Payments:	1st Payment: $220,873.50 35 Payments @: $20,835.00/mo. Plus applicable taxes
One Dollar Buyout:	Customer owns the equipment at the end of the lease term.
Terms of Quotation:	Monthly payments are subject to credit approval and final review of equipment quote. Payments are calculated in Advance and do not include applicable state sales tax. Rates are valid until June 21, 2015.
Payment Index:	The monthly lease rates are valid within 30 days of the date of this proposal. Lessor reserves the right to adjust the lease payments in order to protect the yield based upon a spread over like term US Interest Rate Swaps.

We welcome the opportunity to provide the above lease quotation. If you have any questions, are ready to move forward or need additional information, please contact me directly at (508) 482-2307.

Sincerely,

Alexander Johnson
Director, Instrument Leasing

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease **("Lease")**, dated for reference purposes only June 1, 2015, is made by and between BBC Development, LLC **("Lessor")** and North Country Roots, Inc. **("Lessee")**, (collectively the **"Parties"**, or individually a **"Party"**).

1.2(a) **Premises:** That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 1525 Route 9, Unit 7, located in the City of Clifton Park, County of Saratoga, State of , with zip code 12065, as outlined on Exhibit attached hereto **("Premises")** and generally described as (describe briefly the nature of the Premises): A multi Unit Commercial Strip Mall consisting of indpendent retail businesses.

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises **("Building")** and to the common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the **"Project."** (See also Paragraph 2)

1.2(b) **Parking:** 8 unassigned, 2 assign in rear unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** 5 years and 0 months **("Original Term")** commencing June 1, 2015 **("Commencement Date")** and ending May 31, 2020 **("Expiration Date")**. (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing **("Early Possession Date")**. (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $ 3,375.00 per month **("Base Rent")**, payable on the first day of each month commencing June 1, 2015. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph

1.6 **Lessee's Share of Common Area Operating Expenses:** percent (%) **("Lessee's Share")**. In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,375.00 for the period .

(b) **Common Area Operating Expenses:** $843.75 for the period term of lease .

(c) **Security Deposit:** $4,218.75 **("Security Deposit")**. (See also Paragraph 5)

(d) **Other:** $0.00 for .

(e) **Total Due Upon Execution of this Lease:** $4,218.75 .

1.8 **Agreed Use:** Medical Marijuana Dispensary. . (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the **"Insuring Party"**. (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the **"Brokers"**) and brokerage relationships exist in this transaction (check applicable boxes):

☐ not applicable represents Lessor exclusively **("Lessor's Broker")**;

☐ represents Lessee exclusively **("Lessee's Broker")**; or

☑ Steven Altarac, Redmark Realty, LLC. represents both Lessor and Lessee **("Dual Agency")**.

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached a separate written agreement or if no such agreement is attached, the sum of or 6.0 % of the total Base Rent payable for the Original Term, the sum of or of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of or % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by Doug Butdorf **("Guarantor")**. (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 1 through 2;

☐ a site plan depicting the Premises;

☐ a site plan depicting the Project;

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☐ a current set of the Rules and Regulations for the Project;

☐ a current set of the Rules and Regulations adopted by the owners' association;

☐ a Work Letter;

☐ other (specify); ____ ____ _____ _____ ____ __ ____

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building **("Unit")** to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs **("Start Date")**, and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems **("HVAC")**, loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date **("Applicable Requirements")**. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building **("Capital Expenditure")**, Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective

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work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called **"Permitted Size Vehicles."** Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations **("Rules and Regulations")** for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent **("Rent")**.

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4.2 **Common Area Operating Expenses**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition , and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit**. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

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6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's

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sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term **"Utility Installations"** refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an

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amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Payment of Premiums.** The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's

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expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations,

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Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor

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may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time

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of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to

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pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such

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consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent.* A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent.* An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Devise to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend

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the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a

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period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof),or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** . If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☐ is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 7:31PM	Executed at:
On: June 1, 2015	On: June 1, 205
By LESSOR:	**By LESSEE:**
BBC Development, LLC.	North Country Roots, Inc.
By:	By:
Name Printed: Nayeri Bardakjian	Name Printed: Doug Butdorf
Title: Manager	Title: CEO
By:	By:
Name Printed:	Name Printed:
Title:	Title:
Address:	Address:
Telephone:(626) 372-4421	Telephone:(___) [redacted]
Facsimile:(___)	Facsimile:(___) 518-966-6227
Email: [redacted]	Email:
Email:	Email:
Federal ID No. [redacted]	Federal ID No.

INITIALS INITIALS

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BROKER:	BROKER:
	REDMARK REALTY, INC
Attn:	Attn: STEVEN ALTARAC
Title:	Title: REAL ESTATE AGENT
Address:	Address: 7 SOUTHSIDE DRIVE, SUITE 300
	CLIFTON PARK, NY 12065
Telephone:(___)	Telephone: (518) 952-7500
Facsimile:(___)	Facsimile:(___)
Email:	Email:
Federal ID No.	Federal ID No.
Broker/Agent DRE License #:	Broker/Agent DRE License #:

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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AIR COMMERCIAL REAL ESTATE ASSOCIATION

GUARANTY OF LEASE

WHEREAS, BBC DEVELOPMENT, LLC. , hereinafter "Lessor", and NORTH COUNTRY ROOTS, INC. , hereinafter "Lessee", are about to execute a document entitled "Lease" dated JUNE 1, 2015 concerning the premises commonly known as 1525 ROUTE 9, SUITE 7, CLIFTON PARK, NY 12065 wherein Lessor will lease the premises to Lessee, and

WHEREAS, DOUG BUTDORF hereinafter "Guarantors" have a financial interest in Lessee, and

WHEREAS, Lessor would not execute the Lease if Guarantors did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the execution of said Lease by Lessor and as a material inducement to Lessor to execute said Lease, Guarantors hereby jointly, severally, unconditionally and irrevocably guarantee the prompt payment by Lessee of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every one of the terms, conditions and covenants of said Lease to be kept and performed by Lessee.

It is specifically agreed by Lessor and Guarantors that: (i) the terms of the foregoing Lease may be modified by agreement between Lessor and Lessee, or by a course of conduct, and (ii) said Lease may be assigned by Lessor or any assignee of Lessor without consent or notice to Guarantors and that this Guaranty shall guarantee the performance of said Lease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease.

No notice of default by Lessee under the Lease need be given by Lessor to Guarantors, it being specifically agreed that the guarantee of the undersigned is a continuing guarantee under which Lessor may proceed immediately against Lessee and/or against Guarantors following any breach or default by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

Lessor shall have the right to proceed against Guarantors following any breach or default by Lessee under the Lease without first proceeding against Lessee and without previous notice to or demand upon either Lessee or Guarantors.

Guarantors hereby waive (a) notice of acceptance of this Guaranty, (b) demand of payment, presentation and protest, (c) all right to assert or plead any statute of limitations relating to this Guaranty or the Lease, (d) any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor, (e) any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease, (f) any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantors, (g) any right of subrogation that Guarantors may have against Lessee.

Guarantors do hereby subordinate all existing or future indebtedness of Lessee to Guarantors to the obligations owed to Lessor under the Lease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for all of the obligations hereunder.

The obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantors to do and provide the same to Lessor. The failure of the Guarantors to provide the same to Lessor shall constitute a default under the Lease.

The term "Lessor" refers to and means the Lessor named in the Lease and also Lessor's successors and assigns. So long as Lessor's interest in the Lease, the leased premises or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantors of the Lessor's interest shall affect the continuing obligation of Guarantors under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Lessee" refers to and means the Lessee named in the Lease and also Lessee's successors and assigns.

Any recovery by Lessor from any other guarantor or insurer shall first be credited to the portion of Lessee's indebtedness to Lessor which exceeds the maximum liability of Guarantors under this Guaranty.

No provision of this Guaranty or right of the Lessor can be waived, nor can the Guarantors be released from their obligations except in writing signed by the Lessor.

Any litigation concerning this Guaranty shall be initiated in a state court of competent jurisdiction in the county in which the leased premises are located and the Guarantors consent to the jurisdiction of such court. This Guaranty shall be governed by the laws of the State in which the leased premises are located and for the purposes of any rules regarding conflicts of law the parties shall be treated as if they were all residents or domiciles of such State.

In the event any action be brought by said Lessor against Guarantors hereunder to enforce the obligation of Guarantors hereunder, the unsuccessful party in such action shall pay to the prevailing party therein a reasonable attorney's fee. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to full reimburse all attorney's fees reasonably incurred.

If any Guarantor is a corporation, partnership, or limited liability company, each individual executing this Guaranty on said entity's behalf represents and warrants that he or she is duly authorized to execute this Guaranty on behalf of such entity.

If this Form has been filled in, it has been prepared for submission to your attorney for his approval. No representation or recommendation is made by the AIR Commercial Real Estate Association, the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Form or the transaction relating thereto.

Executed at: 7:39PM
On: JUNE 1, 2015
Address: 1525 ROUTE 9, CLIFTON PARK, NY 12065

DOUG BUTDORF

"GUARANTORS"

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1 **AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE is made and entered into as of JUNE 1, 2015, by and between BBC DEVELOPMENT, LLC. ("Lessor") and NORTH COUNTRY ROOTS, INC. ("Lessee").

WHEREAS, on or about JUNE 1, 2015 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as: 1525 ROUTE 9, UNIT 7, CLIFTON PARK, NY 12065 (the "Premises"), and

WHEREAS, Lessor and Lessee ☑ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☐ TERM: The Expiration Date is hereby ☐ advanced ☐ extended to _____.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☑ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: YEARS 6-10 AT $19.80 PER SQUARE FOOT FOR BASE RENT PLUS CAM CHARGES TO BE DETERMINED AT TIME OF RENEWAL BASED ON COST OF LIVING.

☑ OTHER: TENANT TO BE ISSUED THE FOLLOWING RENT ABATEMENT FOR AS DESCRIBED BELOW: 1) 2015: JUNE AND JULY 2015- RENT TO BE $2,156.25 EACH MONTH. THIS WILL INCLUDE CAM CHARGES. RENT TO BE PAID UPFRONT FOR MONTHS JUNE AND JULY 2015. TOTAL DUE UPON SIGNING IN ADDITION TO SECURITY DEPOSIT: $4,312.50.

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:	By Lessee:
BBC DEVELOPMENT, LLC.	NORTH COUNTRY ROOTS, INC.
By:	By:
Name Printed: NAYERI BARDAKJIAN	Name Printed: DOUG BUTDORF
Title: MANAGER	Title: CEO
By:	By:
Name Printed:	Name Printed:
Title:	Title:

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ADDENDUM

Date: JUNE 1, 2015

By and Between (Lessor) BBC DEVELOPMENT, LLC
(Lessee) NORTH COUNTRY ROOTS, INC.

Address of Premises: 1525 ROUTE 9, UNIT 7
CLIFTON PARK, NY 12065

Paragraph 1-2

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

1) Approval Contingency: The lease is contingent upon North Country Roots, Inc. being licensed by the New York State Department of Health to operate as a registered organization. The approval contingency shall expire on the last day of July , 2015. At that time, Tenant shall be responsible to pay $7.00per Sqft, NNN, commencing upon execution of a lease.

2) Termination: "The Tenant may terminate this lease upon the sooner of 6 months prior written notice or once Landlord has signed a new Lease, should any state, municipality, agency, or other government body, having jurisdiction over the Premises pass any law, regulation, or ordinance putting the Tenant's operations as a Registered Organization, as that term is defined in Public Health Law Section 3360, into non-compliance with such law, regulation, or ordinance."

3) FOLLOWING BASE RENT ONLY TO BE WAIVED WITHIN THE INITIAL 5 YEAR TERM OF THE LEASE:
A) NOVEMBER AND DECEMBER 2015, B) JUNE AND JUL, 2016, C) JANUARY AND FEBRUARY 2017.

4) TENANT TO PAY CAM CHARGES DURING THE MONTHS THAT ARE WAIVED AS INDICATED ABOVE.

5) ALL IMPROVEMENTS AFFIXED TO THE REAL PROPERTY IS TO BE CONSIDERED REAL PROPERTY AND THEREFORE WILL REMAIN UPON THE TENANT VACATING PREMISES.

6) LANDLORD AND TENANT UNDERSTAND AND AGREE THAT THE FIRST TWO MONTH (JUNE, 2015 AND JULY 2015) IS A PROBATIONARY PERIOD AND THEREFORE, IS SUBJECT TO THE TENANT RECEIVING APPROVAL AND AWARDED A LICENSE TO OPERATE AS A MARIJUANA DISPENSARY BY THE STATE.

7) LANDLORD'S WORK: LANDLORD SHALL DELIVER THE FOLLOWING AT THEIR SOLE EXPENSE.
* DEMISE THE SPACE IN A SECURE MANNER
* INSTALL SHEET ROCK BY COUNTY/CITY CODE
* DROP CEILING
* ADEQUATE LIGHTING
* DISTRIBUTE HVAC THROUGHOUT THE SPACE
* DELIVER FLOOR BROOM SWEPT CLEAN
* ELECTRICAL OUTLETS TO CODE
* 1 RESTROOM TO CODE.

Miscellaneous Section: The landlord acknowledges that its rights of rentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marijuana in accordinace 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 Governer Nelson A. Rokefeller Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess

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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 expriration of teh lease.

NOTE: Landlord will not commence any work until Tenant has received licensure. It is understood that the landlord wont start until Tenant begins paying the full rent to landlord.

In the event Tenant does not receive licensing by July 31, 2015, the lease and all providions become null and void.

Tenant acknowledges and agrees to not cultivating Marijuana on site. Production to be outside of premises.

Tenant to install proper ventilation needed to avoid odor and smell to neighbor(s).

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D: Operating plan

NORTH COUNTRY ROOTS

D: Operating plan

SECTION 1 Manufacturing

SECTION 2 Transport and distribution

SECTION 3 Dispensing and sale

SECTION 4 Devices

SECTION 5 Security and control

SECTION 6 Standard operating procedure

SECTION 7 Quality assurance plans

SECTION 8 Returns, complaints, adverse events and recalls

SECTION 9 Product quality assurance

SECTION 10 Recordkeeping

SECTION 1 - Manufacturing

NORTH COUNTRY ROOTS

Operating Plan
Description of Manufacturing Processes

Grow Operations

Under the direction of NCR's Director of Grow Operations, Robert King, a long-term medical marijuana grower and with the assistance of Ceres Project Management's experienced principals, including Champlain Valley Dispensary and Southern Vermont Wellness' Director of Cultivation, Shayne Lynn, North Country Roots will establish a high quality indoor grow operation utilizing fast to market segregated grow rooms that reduce cross contamination of disease and pests and establish grow operations as quickly as possible upon licensure.

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this page 4, paragraph 2 & 3, entire paragraphs (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

Processing and Medicine Manufacture

NOTE: During the processing phase, the product may be heated to induce chemical transformation of THCA to THC and CBDA to CBD through decarboxylation. The decarboxylation process may take place before extraction on dried plant material, or after the product has been extracted. The resulting extract may be heated to accomplish the decarboxylation. The decision of when to decarboxylate will be made based on the characteristics of the strain, advice from Ceres Project Management and/or MCRLabs, and actual testing results performed at NCR.

Note: All plants that enter the processing phase will continue to be recorded in BioTrackTHC. All extracts derived from and any products or component parts created from those extracts will also be recorded in BioTrackTHC and will be linked back to the original plant in the system.

After plant material is dried and cured it will enter processing. Dried plant materials will be tested prior to extraction to gauge the expected ratios and yield for the material. When material is ready for extraction the product will be ground to a near coffee ground consistency and loaded into the Waters SFE extraction chamber. (See SOP in section 6 of Attachment D) Product will be weighed before the extraction takes place. The extraction will be performed and the product will be fractionated into THC, CBD and Terpenes if any. After extraction, the spent product from the extraction chamber will be weighed to determine the predicted yield. The actual yield will be compared to the expected yield and any loss will be documented. Extracted products will be stored under nitrogen in refrigerators or freezers depending on the component and test results.

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this page 5, paragraph 1, entire paragraph including NOTES (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

Extracted products will be blended to achieve identified ratios in order to constitute each NCR Brand. Upon completion of blending, ratios and concentration of THC, CBD and other identified compounds will be confirmed by laboratory testing. Upon validation of brand conformance, brands will be diluted, as specified below to develop approved forms.

Liquid or oil preparations for vaporization will be diluted as appropriate with pharmaceutical grade glycerin or polyethelene glycol (PEG-400) to constitute various forms. All forms will be diluted to permit appropriate dose metering and will not exceed 10mg of THC. No diluent will be used that includes other active ingredients and no formulations will include synthetic THC. Where possible, diluents will be Organic, Vegan and GMO-Free.

For liquid or oil preparations for metered oromucosal or sublingual administration or administration per tube, the brand extracts will be formulated with glycerin or a variety of oils (olive, avocado, hemp or coconut). Determination of appropriate carrier will be provided by Ceres Project Management and MCRLabs consultants and through internal lab experimentation. Factors that will be considered in developing formulations are feedback from parents that are overseeing their children's medication, advice from consultants and patients perceptions of palatability and effectiveness.

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

North Country Roots Brands and Forms

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this page 6, paragraph 4 & 5, ATGPharma RoboCap semiautomatic capsule filler and the entire paragraph 6 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

Forms

NCR will formulate brands into the following forms for use by patients.

- Vaporization - metered liquid or oil preparations for vaporization
  - Metered bottle with measuring device
  - Unit Dose plastic ampules (pending verification of material compatibility and labeling considerations)
- Oral forms
  - Liquid or oil preparations for metered oromucosal or sublingual administration or administration per tube;
  - Bottles provided with
    - Appropriate measuring device for metered dosing.
    - Child resistant.
    - Tamper evident seals.
  - Unit Dose plastic ampules may be provided at a later date pending;
    - verification of container compatibility with final forms.
    - Verification of the ability to meet labeling requirements of the department.
  - Oral capsules packaged in bottles;
    - Of specified count to meet patient and operational needs.
    - With child safety closures.
    - With tamper evident seals.

Research and Development

The primary focus of NCR is to deliver authorized brands and forms of medical marijuana consistently formulated to meet DoH regulations and to meet patient needs. North Country Roots is also committed to industry innovation, improved efficiency, incremental product improvements and continued patient care. The continued and thorough understanding of cannabis and derivative products and production processes is necessary for successful state wide patient adoption and care. We will work with the State DoH to identify opportunities and questions that our research framework can address and answer. Our production facility location provides ample space for research projects to be conducted on site in our lab and, if necessary, we can increase laboratory and office space for added research capabilities within our security envelope in a manner that will not disturb our production processes.

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this page 7, paragraph 1, Entire table on Brands (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this page 8, all paragraphs, Current Process/Technology Research and Innovation (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this page 9, all paragraphs, Future Patient Based Research to Drive Brand and Form Development (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

mcr LABS

MCR Labs, LLC
508.872.6666
35 Tripp Street
Framingham, MA 01702

North Country Roots, Inc.
20 May 2015

This letter confirms our mutual intentions to enter into a business relationship where MCR Labs, LLC (MCRL) Consulting Services to North Country Roots, Inc. (NCR). This document, in and of itself, does not represent an enforceable legal contract, and shall not be deemed to constitute or create a legally binding or enforceable legal obligation on the part of either party to this letter of intent.

MCRL will provide consulting regarding a quality control and assurance program and cannabis product formulation. MCRL and NCR have engaged in discussions regarding a quality control program.

Testing frequency and sampling procedures for each product will be determined by a quality analysis and will comply with New York State requirements.

If both parties remain committed to establishing the described relationship, this Letter of Intent will be followed by a mutually agreed-upon contract with specific details about services rendered, cost structure, and other details of the business relationship.

MCRL looks forward to establishing a business relationship to provide consulting services to NCR, per the requirements of the New York Medical Marijuana Program, as well as other mutually agreed-upon analytical services and research projects.

North Country Roots, Inc.	MCR Labs, LLC
Doug Butdorf	MICHAEL KAHN
Name	Name
	MKahn
Signature	Signature
President & CEO	President
Title	Title
5/20/15	5/21/15
Date	Date

www.mcrlabs.com
info@mcrlabs.com

Clarkson University
Box 5790, 8 Clarkson Avenue
Potsdam, NY. 13699
Matt Draper
Executive Director
mdraper@clarkson.edu
www.clarkson.edu/shipley
315-268-6763

February 18, 2015

To whom it may concern,

This letter confirms that the Shipley Center is actively working with the North Country Roots under the Innovation Hot Spot recently awarded by Empire State Development.

The Shipley Center at Clarkson University is currently working with North Country Roots to provide support in terms of prototyping, business model development and vetting, market research, branding, market planning, and other services offered under the North Country Innovation Hot Spot program. The purpose of this program is to drive economic development across the North Country region by leveraging best-in-class services and resources already available to the benefit of new companies and startups. The program works with entrepreneurs/innovators from the inception of the idea through to market entry, injecting resources as needed. The program is based on the Shipley Center's model for commercialization at Clarkson which was developed in October 2010. Since launch, this model is responsible for the creation of 106 startups and currently manages 350+ projects from students, faculty, staff, alumni, and regional inventors.

We would be happy to discuss our involvement in this project in greater detail and thank you for your consideration of this exciting opportunity for the North Country!

Sincerely,

Matt Draper
Clarkson University
Shipley Center for Innovation

Matthew Draper
Executive Director
The Shipley Center for Innovation
mdraper@clarkson.edu

315-268-6763 (voice)
315-268-3810 (fax)

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 12-22, all paragraphs, All information on Patent Pending technology (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 12-22, all paragraphs, All information on Patent Pending technology (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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SECTION 2 - Transport and distribution

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this entire Section 2 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this entire Section 2 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this entire Section 2 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this entire Section 2 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

SECTION 3 - Dispensing and sale

Dispensing and Sale

Patient Care

Scope

This section shall address patient interactions at the dispensary location, starting at greeting the patient after they have accessed the dispensary and through to identification of the appropriate product for the patient and drafting of an initial treatment plan.

General Considerations

Appropriate therapy with medical marijuana will require a substantial investment in time with patients to identify their needs and to select the brand and form that is best suited to the patient. This process cannot be accomplished with a one time consultation, but will require regular sessions in order to fine tune therapy and ensure that the patient is receiving the desired results of marijuana therapy without intolerable adverse effects. Regular interaction will also be required to identify those few patients that may be diverting their product to unauthorized persons or patients that are using more product than is required to treat their qualifying condition.

Patient Services

Soon after receipt of registered organization status, and before any dispensaries are open, North Country Roots will create a centralized patient services department. All telephone calls to North Country Roots will be directed to patient services representatives who will assist patients seeking information on the Medical Marijuana program to find the appropriate resources provided by the DOH. Patient services representatives will not refer patients to physicians or provide any materials other than those provided by the department. If no resources are available, representatives will record the patient's contact information so that they may be referred to the appropriate department resources when available.

After NCR dispensaries are open, Patent Services Representatives will continue to be the first point of contact for the vast majority of our dispensary patients. The PSRs will continue to refer patients to DOH resources, but for patients seeking products from NCR they will:

- Answer all incoming calls from North Country Roots existing or prospective patients.
- Determine the patient or registered caregiver status in the DOH registry.
- Assist patients and caregivers in finding an NCR dispensary location.
- Enter the patient's demographic information into the BioTrackTHC system.
- Encourage the patient to make an appointment to have an initial consultation with the pharmacist at an NCR dispensary.
- Process refill requests.
- Register patient complaints.

- Transfer patient calls to the dispensary if appropriate.

NOTE: Patient Services Representatives are not pharmacists and will not answer clinical questions on the phone. They will be trained to transfer clinical calls to the appropriate dispensary or advise patients to seek emergency services if appropriate.

Patient Intake

Patient intake is very important for setting our patients at ease and establishing the tone for the patient interactions with the dispensary staff. Dispensary staff should be welcoming and reassuring and remember that patients will be coming to the dispensary from all backgrounds and perspectives. Some patients will be comfortable with the idea of using medical marijuana, while others will be uneasy about its legitimate use. It is important to greet all patients in a compassionate non-judgemental way and provide them with a sense of security; they are in good hands and will be guided through this process with compassion and professionalism. The following points should be addressed during patient intake:

- Greet and welcome the patient. Try to put the patient at ease and realize that some patients will feel uncomfortable with the stigma associated with medical marijuana products.
- Determine if the patient has an existing appointment.
    - Gently encourage appointments in the future.
    - Verify patient or registered caregiver registration status.
- If patient is active in the New York State Medical Marijuana Tracking and Management System (MMTMS):
    - Consult the Prescription Monitoring Drug Program Registry (PMP) to verify that the patient has not had other products filled at NCR or another dispensary within a time period that would prohibit them from receiving products now.
- Document any recommendations or limitations the practitioner has made in the MMTMS for the pharmacist to address upon consultation on the intake form. Include the following, if specified:
    - authorized brand, form, administration method, dosage or limitations in use of medical marijuana product
    - total amount of medical marijuana product that may be dispensed to the patient (not to exceed a 30 day supply)
    - what patients needs are for the visit, such as:
        - New patient?
        - Follow up consultation required?
        - Continuation therapy / refill only?
- Create patient expectations for the visit. Be sure to address
    - All necessary patient forms. (assist, if necessary)
    - Find out if the patient has filled out a profile in the CareRoots Patient Portal prior to visiting.
    - Discuss the time required for consultation and dispensing.
    - Identify the goals of the visit:
        - Patient goals.
        - Program goals.
        - NCR goals.
    - Identify main concerns patient wants to address.

- Dispensary Rules- Make sure that patient understands:
  - No medical marijuana may be consumed on premises.
  - No food or drink may be consumed by patients or designated caregivers on premises unless necessary for medical reasons.
  - Medical marijuana products will not be dispensed to anyone other than certified patients or registered caregivers.
  - No packages of medical marijuana products may be opened by dispensary staff.
  - Products may only be opened by patients or caregivers and they may not be opened in the dispensary.

Initial Patient Consultation

The initial patient consultation is important. During the initial consultation the pharmacist will learn what the patient's needs and expectations are and work to identify what NCR products will work best for the patient while still meeting the limitations outlined by the registered practitioner. The pharmacist will also educate the patient on how to use the recommended product, what to expect and what adverse effects to watch out for. The pharmacist will also give the patient printed information on the general requirements of the regulations including information on prohibition of use in certain places, reporting requirements for patients, proper disposal of products and general prohibitions. This information is in addition to the required patient Package Safety Insert. During the initial patient consultation the pharmacist will address:

- The patient's current condition?
- What medications, prescription or over the counter, the patient has tried in the past?
- What medications, prescription or over the counter, is the patient currently using?
- Has the patient previous experience with marijuana use?
  - What was used?
  - Did the patient use it for the current primary complaint?
  - Was it effective?
  - Did the patient experience adverse effects?
- Discuss Possible Brands:
  - Talk about THC:CBD ratio.
  - Explain why the particular brand identified by the physician or recommended by the pharmacist based on consultation is appropriate.
- Discuss Possible Forms:
  - Explain how each form is used.
  - Explain characteristics of the forms including pros and cons of each form.
  - Recommend form for the patient consistent with practitioner recommendation.
- Explain NCR Patient Services and how to reach them.
- Educate the patient on proper use of the selected form including, but not limited to:
  - Dosage.
  - What dose is recommended by the physician or pharmacist.
  - How to measure, if applicable.
  - Frequency of dosage as specified by the physician or recommended by the pharmacist.
  - Explain administration technique and any equipment required
  - Explain the possible physiologic and psychotropic effects.

- Adverse effects
  - What to expect.
  - How to manage.
  - How to avoid.
  - What to avoid (driving, operating machinery, etc.)
  - When to call client services.
    - Adverse effects are un-managable.
    - If a dispensing error is suspected.
    - If any concerns exist regarding product integrity or quality.
- Tolerance.
- Explain the Package Safety insert and what information can be found there for future reference.
- What to do in an emergency.

Follow up Consultation

The follow up consultation is important for continuing care for NCR patients. The follow up consultation helps NCR staff ensure that patients are deriving the desired benefit from the products they are using and that they are not experiencing intolerable adverse effects. It also allows NCR staff to determine that patients are not having access problems due to financial issues or other barriers. Finally, the follow up consultation gives NCR staff the opportunity to evaluate whether patients may be diverting or misusing products. Follow up consultations may range from in-depth consultations to fine tune or adjust patient therapy with a different brand or form, to a brief consultation to verify that the patient is completely satisfied with the care being provided by NCR. Depending on the nature of the consultations, the follow up consultation will be conducted by a pharmacist or otherwise qualified dispensary staff. Any non-pharmacist dispensary staff will be educated on which topics they may discuss with patients and when they must get a pharmacist involved to further counsel a patient.

Importantly, all staff will be trained to detect signs of abuse or diversion, including whether the patient is using more than prescribed.

Dispensing Procedure

Once a determination has been made on the appropriate brand, form, dose and quantity for a particular patient a request for dispensation will be generated for the patient. Requests for dispensation may be generated by pharmacists or other authorized dispensary staff upon completion of a patient counseling session. Patients may also request refills through the online CareRoots Patient Portal, by telephone or in person at the dispensary.

Upon receipt of a dispensing request, dispensary staff will:

- Again, verify Patient or Caregiver status in the MMTMS.
- Confirm whether any recommendations or limitations have been made by the practitioner.

- Review the Pharmacist Recommendation(s). Verify that the recommendation is consistent with any limitations stated by the physician with respect to:
  - Brand.

    - language that any unwanted, excess, or contaminated medical marijuana product must be disposed of according to DOH regulations (§1004.20).
    - 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".
- Assemble medical marijuana product and all associated items together for double checking by a second dispensary staff member.
- when product has been double checked place all items in the appropriate overwrap and dispense to the patient.
- Review all contents of package with patient and verify that all materials are consistent with patient's understanding of their care plan.
- **NOTE:** Product packages sealed at the production facility should never be opened by dispensary staff. The containers are to be opened only by registered patients immediately prior to consumption in authorized locations.

Payment

All payments at NCR dispensaries will be managed through the POS module of BioTrackTHC. NCR will strive to minimize cash transactions out of concern for the safety of our patients and staff. Nonetheless, some cash transactions will be inevitable and those transactions will be handled according to NCR cash management policies and procedures. All NCR dispensary staff will be trained on cash management procedures. NCR intends to work with a financial institution to provide training to NCR staff. General transactions will be conducted as follows in NCR dispensaries.

- Inform patient of amount due.
- NCR Staff will be trained to respond to concerns about pricing. They will address in general terms, the factors that go into pricing for NCR products, including:
    - Cutting edge growing and processing methods.
    - Quality assurance.
    - Security.
    - Explain that prices are set in collaboration with the department and that there are no discounts permitted.
- NCR staff will also be trained to refer patients to Patient Services to investigate eligibility for assistance through the CareRoots program (if approved).
- Accept payment tendered.
- Enter payments into POS of BIOTrackTHC system.

Pricing Methodology

As a registered organization, North County Roots will submit a pricing proposal including the proposed price per unit for each brand and form of medical marijuana indicated in its registration, pursuant to Title 10, Chapter XIII, Part 1004.15 of the Official Compilation of Codes, Rules and Regulations of the State of New York. Although the regulations prohibit distribution of products or samples at no cost, they allow exceptions to be authorized by the Commissioner, including authorization for a registered organization to implement a charity program. After establishing a per unit dosage pricing by brand and form that is authorized by the Commissioner, North Country Roots will seek authorization for a charity program.

North Country Roots' pricing proposals will include information and documentation in a format fully compliant with department requirements, which will outline a full cost analysis, including a detailed and accurate breakdown of all cost elements (both fixed and variable) and profit of a proposed price. Fixed and variable costs may include such elements as:

Fixed Costs	Variable Costs
Leases for Buildings & Facilities	Direct Material Costs
Equipment, Hardware, and Computers	Utilities Related to Production
Management Salaries	Direct Labor – Manufacturing & Distribution
Marketing & Advertising	Maintenance
Insurance	Transportation Costs
Utilities Not Related to Production	Inventory Costs
Professional Services	Packaging Costs
Security	Excise Tax
Depreciation	Retail Staffing Expenses
Research and Development	
Corporate Income Taxes	
Loan Payments and Interest	

North Country Roots shall grant the department the right to examine all records that formed the basis of the proposed pricing and shall provide access to facilities, books, and records for audit purposes.

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

Reducing Patient Treatment Costs: A Look at the Alternatives

North Country Roots is committed to offering medical marijuana products at pricing which is accessible to patients. NCR's products will be priced below full out of pocket costs other conventional treatment options on a per unit basis, which will reduce patient treatment costs and in turn improve access.

Below is a listing of comparable conventional pharmaceutical products that are available for specific conditions, outlining a 30-day supply cost for a patient paying out of pocket:

Condition	Product	Dosage	# Doses (30 Day Supply)	Out of Pocket Cost
Pain	MS.Contin	60 mg	#60	$764.99
	MS.Contin Generic	60 mg	#60	$369.99

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	Oxycontin	60 mg	#60	$369.99
	Oxycodone IR	30 mg	#120	$299.99
	Morphine Sulphate IR	30 mg	#120	$69.99
Appetite	Megace ES	150 ml		$1,097.99
	Marinol	2.5 mg	#60	$864.99
	Marinol Generic	2.5 mg	#60	$398.99
Huntington's Disease	Xenazine	12.5 mg	#90	$7,604.99
	Valproic Acid	250 mg	#90	$43.99
	Clonazepam	2 mg	#90	$70.99
	Rsperidone	2 mg	#60	$415.99
Muscle Spasticity	Zanaflex	4 mg	#90	$296.99
	Zanaflex Generic	4 mg	#90	$77.00
	Baclefen	20 mg	#90	$449.99
	Lyrica	100 mg	#90	$549.99
Parkinson's Disease	Benztropine	1 mg	#100	$43.98
	Trihexyphenidyl	2 mg	#100	$71.98
Epilepsy	Dilantin	100 mg	#150	$158.99
	Dilantin Generic	100 mg	#150	$87.99
	Tefretol Xr	200 mg	#60	$166.99
	Tefretol Xr Generic	200 mg	#60	$102.99
Inflammatory Bowel Disease	Lomotil Generic		#100	$74.99

North Country Roots' Commitment to Working with the State

With significant expertise in efficient and economical manufacturing and distribution practices, North Country Roots is well positioned to earn a reasonable profit at pricing which is accessible to patients and well below other medical alternatives in the marketplace.

North Country Roots is deeply committed to working with the department to reach mutually agreeable pricing that serves the residents of the New York State.

Diversion Prevention

Dispensary staff will discuss with the patient diversion prevention and make recommendations on ways to secure the product to ensure it is not diverted to unauthorized persons. Dispensary staff will explain the consequences to the patient should an unauthorized person be found in possession of medical marijuana products dispensed to the patient.

Privacy

Protection of patient privacy is of paramount importance. In order to ensure that patients are aware of their privacy rights and of how they can obtain access to their information on file with the dispensary staff will

- Notify patients of their privacy rights
- Notify patients of how to report suspected violations of privacy
- Explain that patients may request copies of their information on file with NCR and explain how they can request this information

Dispensary Opening and Closing

General Considerations

It is important to have a defined process for opening and closing dispensary locations. Dispensary locations contain medical marijuana product and may contain cash. It is both NCR and NYS DOH's goal to create a safe environment for the dispensing of medical marijuana. Failure of NCR employees to comply with DOH rules may result in fines, legal action or loss of NCR's Registered Organization status. Failure of NCR employees to comply with NCR procedures may result in disciplinary action or dismissal. The following outlines dispensary operations to ensure that the dispensaries operate within the rules of the DOH utilizing best practices for safety and security.

Dispensary Opening

Safety and security of the dispensary staff and the medical marijuana products contained at the dispensary are extremely important. The following outlines the procedure to be followed by employees on reporting to the dispensary for the beginning of daily dispensary operations.

- Staff may not report to work more than fifteen (15) minutes prior to their scheduled start time.
- Dispensary staff must call the surveillance office number before attempting entry preferably from their vehicle and may not enter until speaking to a security staff member.
- Dispensary staff members will only enter the dispensary through the back door.
- Once inside, verify that the door is locked behind them.
- Deactivate alarm systems as necessary and turn on the lights.
- First arriving staff will make a thorough survey of the dispensary location to ensure that:
    - All medical marijuana storage is secure.
    - All cash storage areas are secure.
    - There is no evidence of unauthorized access after hours.
    - All dispensary areas are clean and dry.
- Any unusual findings will be reported to the surveillance office immediately.
- Dispensary staff will make sure that all equipment is powered on and functioning.
- When all staff have reported to work and the pharmacist is on the premises, authorized caregivers and authorized visitors may be granted access according to security staff protocols.

Dispensary Closing

At the end of business the dispensary closing process ensures that all dispensary medical marijuana products and cash are accounted for and that the dispensary is appropriately stocked and ready to open for operation the following day. The following outlines the procedure for closing the dispensary.

- At the designated closing time and after all patients have left the premises dispensary support staff will ensure that all bathrooms and any other areas of the dispensary are vacant.
- Dispensary support staff will lock the outside dispensary doors.
- Dispensary staff will straighten up and tidy the dispensary waiting area and ensure that nothing has been left behind by patients over the course of the day.

- All counters will be cleaned and sanitized.
- Floors will be swept and/or vacuumed as needed.
- All stock materials will be replenished.
- Conduct End of Day computer processes and run backups if required.
- Ensure that data is transmitted as necessary for inclusion in the NYS Medical Marijuana Seed to Sale Tracking System.
- Complete inventory as detailed in the procedure for Product Storage and Inventory Control.
- Complete a final count and reconciliation of all receipts.
- Ensure that all product storage areas are secure.
- Ensure that all cash storage areas are secure.
- Call surveillance office to inform them that dispensary is closing for the day.
- Observe exterior cameras and parking lot for suspicious activity before exiting the building.
- Activate alarm system.
- Exit the dispensary through the back door and ensure that the door is locked.

Storage of Products and Inventory Control

General Considerations

Storage of products and proper inventory control procedures are essential to the safe and effective functioning of dispensary locations. It is both NCR and NYS DOH's goal to ensure accountability and security of medical marijuana products at all times. Failure of NCR employees to comply with DOH rules may result in fines, legal action or loss of NCR's Registered Organization status. Failure of NCR employees to comply with NCR procedures may result in disciplinary action or dismissal. The following outlines dispensary storage and inventory control procedures to ensure that NCR dispensaries operate within the rules of the DOH.

Storage of Medical Marijuana Products

Medical marijuana products must be secured at all times. All dispensary staff are charged with ensuring that medical marijuana products are stored under locked conditions and that non-dispensary staff never have access to medical marijuana products until the final dispensing of properly prepared and labeled products have been given to a registered patient or caregiver entitled to receive the same. To ensure the security of medical marijuana products the following procedures will be followed at all times.

- All medical marijuana products on dispensary premises will be secured in approved safe or vault at all times.
- Locking devices will be accessed by dispensary staff through keys or codes available only to the dispensary staff.
- Keys or codes must remain on the person of dispensary staff members at all times.
- At no time will approved safe or vault be left unlocked.
- Keys will never be left in the locks of the approved safe or vault.
- All marijuana storage areas will be under constant video surveillance.
- Only sufficient product for immediate dispensing needs of individual patients will be removed from approved safe or vault.
- Staff will not remove product from approved safe or vault to serve as a "working stock" for several patients.

Inventory procedures

In order to ensure that the dispensary properly accounts for all medical marijuana products and to ensure that adequate supplies of product are on hand to ensure proper inventory for patient care needs the following procedures will be followed.

- Inventory levels on hand at the dispensary will be tracked by the BioTrackTHC software.
- Par levels and reorder points in the system will be set to ensure that a one week supply of medical marijuana products is on hand at all times.
- Dispensary staff will strictly adhere to the inventory control functions of the BioTrackTHC software.

- All products dispensed to patients will be deducted from the dispensary inventory in the BioTrackTHC system.
- All products returned to the production facility will be deducted from the dispensary inventory in the BioTrackTHC system
- Any products requiring destruction will be deducted from the dispensary inventory in the BioTrack THC system and returned to the production facility for destruction
- All inventory of medical marijuana products stored at the dispensary will be counted daily

Daily Count

- Daily count will take place at the opening and close of business every day
- Two dispensary staff members will conduct the product counts using the following "blind count" procedure:
    - One staff member (counting staff) will count inventory and call out quantities to the second staff member
    - Second staff member (recording staff) will compare count given to the expected inventory level in the dispensary inventory of the BioTrackTHC system
    - Any counts that do not match will prompt the recording staff to direct the counting staff to re-count the inventory item that did not match
    - At no time will the recording staff prompt the counting staff with the expected count.
    - If upon verification of count a discrepancy exists dispensary staff will initiate an incident report and initiate an investigation of the discrepancy.
    - If the discrepancy cannot be resolved the dispensary staff will notify the security office.
        - Any discrepancy that remains unresolved must be reported to the DoH promptly.

Product Replenishment Procedures

In order to ensure adequate product is on hand to care for patient needs while avoiding overstock the following procedures will be followed.

- The shipping department of the production facility will monitor dispensary stock and determine when an order for replenishment needs to be sent.
- When necessary the shipping department will generate a shipping manifest which will be sent to the dispensary at least 2 days prior to the anticipated shipment.
- Upon receipt of the manifest, the dispensary should anticipate delivery of product any time after 2 business days.
- Dispensary staff will not be given an anticipated date or time of delivery.
- Dispensary staff will be notified approximately ten minutes prior to transport team arrival at the dispensary.
- Upon arrival of transport team the Pharmacist on duty or designee at the dispensary will reconcile the transport team manifest with the manifest received earlier.

- If manifests match
    - Break the seals on the delivery totes in the presence of the transport team member.
    - Verify that all items and quantities in the totes correspond with the items listed on the manifest.
    - If all items are in agreement:
        - Sign both copies of the manifest.
        - Receive the items into the BioTrackTHC system.
        - Verify inventory levels on all items received in the BioTrackTHC system.
- If Discrepancies exist between what is on the manifest and what was received from the transport team
    - The transport team member will document the discrepancy on both copies of the shipping manifest.
    - The pharmacist on duty will initial the documentation along with the transport team member on both copies of the manifest.
    - The transport team member will notify the shipping department of the discrepancy
- If manifests do not match, the dispensary may only accept the items on the manifest received by the dispensary prior to the transport teams arrival. The transport team will immediately notify the shipping department of the discrepancy.
    - Any discrepancies that remain unresolved must be reported to the DoH promptly
- In the presence of the pharmacist or designee, the transport team member will place items delivered in error in an empty shipping tote and secure it with a uniquely numbered tamper-evident tag supplied by the dispensary. The tag number will be recorded in the BioTrackTHC system and on the manifests. Both team member and pharmacist or designee will initial the manifests. Those items will be returned to the production facility according to security staff protocols and the security department will be required to resolve the discrepancy. Any unresolved discrepancies will be reported to DoH.

Automated Dispensing

North Country Roots will investigate automated dispensing technology to improve security and accountability for marijuana products. NCR believes the use of automated dispensing cabinet technology, currently in extensive use at hospital pharmacies is the best method of controlled storage of medical marijuana products at the dispensary level. We will investigate the willingness of current ADM vendors to supply these FDA regulated products to responsible actors in the medical marijuana industry. If vendors agree, NCR will work with the department to prove the concept and investigate integration of the technology into the BioTrackTHC system to track movement of marijuana products in the dispensaries and possibly at the production facility. We believe that the inventory control software combined with the ability to segregate products in electronically controlled compartments will provide great opportunities in preventing or detecting attempted diversion by dispensary staff.

SECTION 4 - Devices

NORTH COUNTRY ROOTS

Devices to be sold for use with medical marijuana products (4)(i)

Table-top Vaporizers

Volcano Classic

Herbalizer

Hand-held Vaporizers

Cloud V Portable White

Rhino Liquid Touch Vaporizer

Personal Safes

Master Lock 5900D SafeSpace Portable Safe

Medicine Safe Lock box

SentrySafe H0100CG

SECTION 5 - Security and control

Attachment D—Operating Plan **Section 5—Security and Control (§ 1004.5(b)(4)(ii))**
Excepted from Safety and Security Rules and Procedure Manual v0.5 Effective Date: TBD

SAFETY AND SECURITY RULES AND STANDARD OPERATING PROCEDURES

Version 0.5 Draft

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SECTION 6 - Standard operating procedure

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GRO001

North Country Roots
Supercritical Fluid Extraction (CO_2) SOP

System startup and extraction workflow

- Start the chillers for the CO2 pump and recycler, and ensure that the cooling flows are circulating.
- Verify that the CO2 and co-solvent supply sources are ready.
- Apply power to the system components, including the heaters, chillers, pumps,and the ABPR.
- Start ChromScope software. and log in.
- Load the extraction vessels with sample.
- Load an extraction method for the run, and start the method.
- Set the manual BPRs to the method conditions.
- Monitor the system and module status for the extraction run.
- Collect fractions, starting with the collection cyclone having the lowest pressure,and then proceed sequentially with the next lowest-pressure cyclone.

Starting the chillers for the recycler and CO2 pump

The chillers, and their associated cooling baths for the optional CO2 recycler and the CO2 pump are required to cool and liquefy the CO2 before it enters the recycling vessel and also during pumping. To start the chillers and to verify their operation:

- Power-on each of the chillers, and set their operating temperatures to 3 °C.
- Verify that the coolant is flowing through each of the chiller's associated cooling.
- Inspect the cooling-tubing connections for leaks.
- Monitor the chillers via their front-panel display to ensure that they reach the temperature set point and stabilize for at least 30 minutes before starting a run.

Verifying that the CO2 supply is ready

Before you start the system for running an extraction, verify that the CO2 supply is sufficient for system equilibration and run-time operation.

- To verify that the CO2 supply is ready ensure that the level sensor is powered on, and that the recycler pressure and temperature readings are normal.
    - A standard CO2 tank filled to capacity contains approximately two thirds of 50 lbs, or 33 lbs, of usable CO2.
    - A system with 5-L extraction vessels, with recycler, uses approximately one full CO2 tank every 630 minutes of operation, or seven extraction runs.

Warning: To avoid asphyxiation, before disconnecting the CO2 line from either the supply or the system inlet, stop the flow of CO2 from the system, and shut the valve at the CO2 supply (tank, CO2 recycler, or external source)

Starting system modules and components

Ensure that the heater controllers, pumps, ABPR, and all other modules and components are powered-on before you start the ChromScope software.
To start system modules and components:

- Power-on the individual units by actuating the power switch on the rear panel of each.
- Power-on the PC workstation.

Starting the ChromScope software and setting initial conditions

After all of the system modules and components are powered-on, you can start ChromScope, and log on to set initial conditions and monitor components.
Requirement: You must wait at least 30 seconds after powering-on all of the system modules and components before you start the ChromScope software. Doing so is necessary for the components to communicate properly with the software during startup.

Loading the extraction vessel

Required tools and materials

- 5/16-inch open-end wrench or 7/16-inch open-end wrench
- Glass marbles
- Plastic or wooden tamping device
- PTFE spray
- Sample material to be extracted
- Soft bristle brush

To load the extraction vessel:

- For optimum extraction, expose the surface area of the sample material to be extracted by flaking the material.
- Ensure that the vessel being loaded has cooled to a safe-handling temperature.
- If the vessel is connected to the system, ensure that the pumps and ABPR are switched off, and that the vessel is switched out of the system flow path.
- If necessary, carefully drain any residual pressure from the extraction vessel by slowly opening its exhaust valve.
- Loosen and remove the extraction vessel's cap by turning it counterclockwise.

  Warning: To avoid a high-pressure release of sample and solvent, or damage to the vessel's cap, never attempt to force open a vessel cap using a wrench. In the event that the vessel's pressure-escape vent becomes plugged, the vessel can remain under pressure indefinitely. If you cannot easily open the vessel's cap, allow the vessel to depressurize for at least fifteen minutes, and then try again to remove its cap.
- Using a funnel, begin loading the extraction vessel with the sample material.
- Using a plastic or wooden tamping device, pack the material firmly into the vessel.

    - When full, the packed sample material must reach the level of the fill line, inscribed on the vessel's interior wall.
    - **Requirement:** To achieve proper extraction conditions, the extraction vessels must be filled to capacity. If you lack sufficient sample material to fill the vessel, you can add an inert filler, such as glass marbles, to bring the combined volume of sample and filler to the level of the vessel's fill line.
- Using a soft brush, clean any sample material from the vessel threads.
- Lightly lubricate the extraction vessel's cap threads using a PTFE spray lubricant.
- Hand-tighten the cap by rotating it clockwise onto the vessel.
- Optionally repeat the steps above, to load a second extraction vessel.

Setting the system's manual valve positions for a run

Ensure that the valves are positioned properly, referring to the table "MV and MBPR valve positions". **(To be developed by NCR)**

Follow these guidelines for operating the system valves:

- All of the system's manual valves open and close in similar fashion. When facing the valve handle, rotate the handle counterclockwise, to open the valve, or clockwise, to close the valve.
- Each extraction and collection vessel is equipped with a valve at its base, to enable draining of liquids and for depressurizing the vessel. During a run, the drain, or pressure-relief, valves are closed.
- The MBPR valves, serve to adjust the pressure in the collection-separation cyclones. You can adjust them only when the system is pressurized, as normal, during a run. If the MPPRs are not pre-adjusted to method conditions before you start a run, open them, and subsequently adjust them to the prescribed method pressures when the system pressure has stabilized.
- **Notice:** To avoid bursting the rupture disk safety device for a collection separation cyclone, if the MBPR is not pre-adjusted to method conditions, before starting a run, fully open the MBPR by rotating its handle counterclockwise.

Table 6–2: MV and MBPR valve positions. (To Be developed by NCR)

Setting conditions for system operation

To set extraction-run conditions for flow, temperature, and pressure, and other run parameters, it is best to save the system settings in a method, and then run the method. Use the following guidelines when setting conditions for system operation:

- When you click the Method Files node, if no method is running, a message stating so appears, prompting you to load a method into the method queue.
- When operating the system via the default method parameters, you can proceed directly to method control without stopping the system by loading a method and clicking **“Start”**, to run the method. When you do so, a new data-log file is initiated under the method's project node.
- If no method is running, after you load one or more methods into the queue, to run them, you must click **“Start”.**

- Before the last method ends and the queue empties, any additional methods that you load into the queue are automatically run in the order in which they are queued.
- If you add a method to the emptied queue while the system is in a pending-shutdown state (that is, before the specified period of inactivity expires), you must click Start , to run the method.
- To load a method:
    - In the Folder/File view, under your project's folder, click the Method Files node, to display the method files that you want to load in preparation for operating the system.
    - For each method that you want to load, right-click the method, and click Open.
    - In the method editor, click Add to Queue.
    - **Result:** The methods appear in the method queue in the order in which you add them, and they can run sequentially in that order.

Starting and stopping a run

You can start a run or stop one before its specified end. You can also move forward and backward among functions within the method or method queue, and view information about the system and a current run.

Table 6–3: System Control panel (To Be developed by NCR)

Verifying that the system run conditions are equilibrated

You must allow the system flow, pressure, and temperature readings to stabilize, and the system to equilibrate to these conditions, before you set the manual backpressure regulators to their operating positions. The system flow, pressure, and temperature readings are stabilized, and the system equilibrated, when these events occur:

- The specified CO2 flow, pressure, and temperature set points are achieved.
- The trend plots for flow, pressure, and temperature in the ChromScope Current Run tabbed view are stable.
- The pressure readings indicated by the extraction vessel's pressure gauge and the ABPR's pressure-regulator display in the ChromScope System Panel are approximately the same.

See also: Monitoring system and module status

Adjusting the manual back-pressure regulator

While monitoring a run's initial conditions, when the flow, temperature, and pressure of a system is equilibrated, you must adjust the manual back-pressure regulator (MBPR) valves to begin precipitating the extracted compounds out of solution and into the collection-separation cyclones.
Notice: Before adjusting the MBPR valves, to avoid bursting the rupture disk safety device for the cyclones, ensure that the system flow, temperature, and pressure conditions have equilibrated at their specified set points.
To adjust the MBPR valves:

- For MBPR1, associated with the first collection-separation cyclone (CS1), adjust the pressure until the vessel's gauge reads between 170–300 bar (2500–4400 psi), according to the application.
    - **Notice:** To avoid bursting the rupture-disk safety device on cyclones, do not adjust the MBPR1 and MBPR2 valves so that pressure exceeds 345 bar (5000 psi).
    - When adjusting an MBPR valve, do so by incrementally turning the valve and waiting for the pressure to respond to the adjustment before turning the valve again. The valve-adjustment process requires approximately 20 seconds to complete.
    - For general reference, the valve is fully open, or fully closed, in nine complete rotations.
- Depending on the number of collection-separation cyclones the system uses,
    - If bleeding pressure from the vessel is necessary, do so by slowly opening the vessel's drain valve until sufficient pressure is relieved.
    - Repeat the MBPR valve adjustment process for collection-separation cyclones 2 and 3 (CS2 and CS3), referring to the table "Adjusting the MBPR2 and MBPR3 valves". (To Be Developed by NCR)
    - To prevent extracted compounds from carrying over to the recycler's storage tank, you must maintain a higher pressure in the final collection-cyclone vessel than in the recycler storage tank. If material does carry over into the recycler storage tank, you must then drain the tank, and refill it with fresh CO2. See also: Waters CO 2 Recycler Overview and Maintenance Guide

Monitoring system and module status

When the system is equilibrating or running a method, you can, via the ChromScope Main window, System Panel, and Current Run tab, determine system run status and monitor system performance. The System Panel provides indicators to monitor and report the real-time status of components like the CO2 and co-solvent pump's flow rate. The status indicator within each module icon in the System Panel shows the represented module's operating state. The status is "On" when the module is operating during a run, and "Off" when the module is powered-on and in the ready:

- These are the system's other operational modes, as indicated by the run status icon color in the Main window:
    - Green indicates that the loaded method is running.
    - Black indicates that a method is not currently running.
    - Red (Alarm) indicates that a system module is in an error state, requiring a reset.
    - Yellow indicates that a system module is equilibrating or not ready.
- The System Status box in the lower, left-hand corner of the System Panel provides a running summary of system events, including system warnings and alarms.
    - In the System Panel, when you move the pointer over each of the module icons,the System Status box displays additional, module-specific status and parameter details.
    - To scroll upwards or downwards through the status and system messages in theSystem Status box, use the mouse's wheel.
    - To halt the auto-scroll of system messages, click inside the System Status box.You can then use the mouse's wheel to scroll upward to view earlier messages.
- During a run, click the Current Run tab to view real-time plots for temperature, flow, and pressure

6.1.12 Collecting fractions

Required tools and materials

- Protective clothing: laboratory jacket, eye protection, and gloves.
- Several, non-glass containers appropriately sized for collecting fractions and thatfit beneath the collection-drain splash guard.

Warning: To avoid injuries caused by shattering glass fragments, do not use laboratory glassware to collect fractions or waste components. When opening drain valves, a high-pressure release of solvent or extracted compounds can shatter glass containers.

Warning: To avoid personal injury caused by contact with splashing, extracted compounds or solvent, when collecting fractions, before opening a collection-separation cyclone drain, ensure that the collection-drain splash guard is in its protective position above the drain opening and fraction collection container.

Warning: To avoid spills, empty the waste container at regular intervals.

Warning: Observe Good Laboratory Practice (GLP) at all times, particularly when working with hazardous materials. Consult the Material Safety Data Sheets regarding the solvents you use. Additionally, consult the safety representative for your organization regarding its protocols for handling such materials.

Warning: To avoid eye injury, wear safety glasses when performing this procedure.

Tip: If your application calls for reducing front-end system pressure before collecting fractions, for best results, avoid lowering the pressure at too rapid a rate by lowering the ABPR set point incrementally, in 25 bar steps, until the desired end-pressure setting is achieved.

Important: During depressurization, the system pressure does not always achieve the specified end-pressure setting, owing to the limitation that the ABPR cannot lower the system pressure below the level established by the first MBPR (MBPR1). In this situation, a lower end-pressure setting than that set by MBPR1 is ineffective.
To collect fractions:

- In the ChromScope System Panel, verify that the status for CO2 Pump flow is 0 g/min or the pump switched off.
- Verify that the status for the cosolvent pump is 0 mL/min or the pump switched off.
- Starting with CS3 place a collection container under the cyclone's drain outlet, beneath the splash guard, and slowly open its drain valve, to begin collecting the extracted material.

Notice: To avoid a high-pressure release and resultant loss of extracted material, use care when opening any of the cyclone's drain valves. You must release pressure in the cyclones gradually, starting with CS3, and continuing to CS2, and then CS1. This sequence correlates to the cyclone's degree of pressure ranging from lowest to highest.

Typically, the material you collect from this vessel is liquid, and it is the most nonpolar fraction collected into any of the system's collection vessels.

- When the flow of extracted material exiting the cyclone stops, close its drain.
- For the next cyclone (CS2), place a collection container under the cyclone's drain outlet, beneath the splash guard, and slowly open its drain valve, to begin collecting the extracted material.

Typically, the material that you collect from this vessel is more solid than liquid, and it is the second most nonpolar fraction collected into any of the system's collection vessels.

- When the flow of extracted material exiting the collection-separation cyclone vessel stops, close its drain valve.
- Place a collection container under the drain outlet of CS1, beneath the splash guard, and slowly open its drain valve, to begin collecting the extracted material;

Typically, the material you collect from this vessel is the most resinous or viscous, and it is the least nonpolar fraction collected into any of the system's collection vessels.

- When the flow of extracted material exiting the cyclone stops, close its drain.
- If you are not preparing the system for a subsequent run, verify that the temperature settings for the heat exchanger, extraction vessel, and collection separation cyclones are switched off.

Preparation for the next run workflow

To prepare the system for the next extraction run, do as follows observing Good Laboratory Practice (GLP) guidelines and your laboratory's standard operating procedures:

- Verify that the CO2 supply source is sufficient.
- Switch the flow path, to allow cleaning and reloading of the previously used vessel and to prepare for the next run using the alternative.
- Set the run conditions, and repeat the extraction run and fraction collection procedures, when ready.

Warning: To avoid burn injuries, exercise care when handling the extraction and collection vessels, heat exchanger outlet tubing, or other components heated to high temperatures. Wait until the hot components have sufficiently cooled before you handle them.

Manually switching to the alternative extraction

After a current run ends you must stop the system flow before switching the flow path to the alternative extraction vessel (for example, switching the flow path from extraction vessel 1 to extraction vessel 2).

Warning: To avoid burn injuries, exercise care when handling the extraction and collection vessels, heat exchanger outlet tubing, or other components heated to high temperatures. Wait until the hot components have sufficiently cooled before you handle them.

To switch the flow path to the alternative extraction vessel:

- If the pumps and ABPR remain in operation, in the ChromScope Main window, click Stop, to switch off the system pumps, ABPR, and heaters.
- To reclaim CO2 remaining in the preceding run's extraction vessel, and reduce its internal residual pressure, equalize the pressure between the two extraction vessels by slowly opening MV1-V2 while keeping MV1-V1 open.
- Wait until the pressures on both vessels' gauges equalize, and then, depending on which extraction vessel you are switching to for the next run, complete one of these actions:
    - If switching from extraction vessel 1 to extraction vessel 2, keep MV1-V2 and MV2-V2 open, and close MV1-V1 and MV2-V1.
    - If switching from extraction vessel 2 to extraction vessel 1, keep MV1-V1 and MV2-V1 open, and close MV1-V2 and MV2-V2.

      Important: You must release the pressure remaining in the preceding run's extraction vessel before disconnecting the tubing from the vessel's cap, and emptying, cleaning, and loading the vessel for the next run.
- Perform the next run using the alternative extraction vessel, referring to the procedures in the "System startup and extraction workflow" section.

Emptying and cleaning the extraction vessel

After the extraction vessel is sufficiently cooled and switched out of the system flow, you can disconnect, empty, and clean the vessel.

Warning: To avoid electric shock,

- ensure that the electrical power to the equipment is interrupted;
- when cleaning the surface of the equipment, apply water to a cloth, and then wipe the instrument or device. Do not spray or otherwise apply water directly onto any equipment surface.

Warning: To avoid personal injury, use eye and hand protection during the cleaning process.

Warning: To avoid burn injuries, exercise care when handling the extraction and collection vessels, heat exchanger outlet tubing, or other components heated to high temperatures. Wait until the hot components have sufficiently cooled before you handle them.

Required tools and materials

- 5/16-inch open-end wrench or 7/16-inch open-end wrench
- Ethanol or other similar solvent
- Lint-free cloth
- Mild detergent and water
- Plastic scoop or shop vacuum
- PTFE spray
- Soft bristle brush

To disconnect, empty, and clean the extraction vessel:

- Ensure that the vessel has cooled to a safe-handling temperature and that its pressure gauge indicates 0 bar.
- Carefully drain any residual pressure remaining in the extraction vessel by slowly opening its exhaust valve (MV6 or MV7).

Important: For safety, this valve must be exhausted to an outside vent.

- Rotate the vessel's cap counterclockwise, to loosen and remove it.

Warning: To avoid a high-pressure release of sample and solvent, or damage to the vessel's cap, never attempt to force open a vessel cap using a wrench. In the event that the vessel's pressure-escape vent becomes plugged, the vessel can remain under pressure indefinitely. If you cannot easily open the vessel's cap, allow the vessel to
depressurize for at least fifteen minutes, and then try again to remove its cap.

- Using a plastic scoop or shop vacuum, empty the vessel of any remaining sample material.

Notice: To avoid damaging the vessel's sealing surface, do not empty the vessel using a metal implement.

- Optionally, spray the vessel's interior with ethanol or a similar solvent, and then wipe it dry with a clean, lint-free cloth.

Notice: To avoid damaging the vessel's sealing surface, do not scrub the vessel using steel wool or a wire brush.

- Allow the vessel to completely air dry.
- Using a soft, lint-free cloth, clean the threads of the vessel's cap.
- Apply a light coating of PTFE spray to the threads of the cap.
- Install the cap hand tightening it.
- Using a cloth dampened with a solution of mild detergent and water, clean the vessel's exterior.

Title: Sampling Cannabis Products for UPC2 Analysis
SOP#:
Effective Date:

1. PURPOSE

1.1 This SOP will describe the sampling process for various products tested within the laboratory.

2. SCOPE

2.1 All products tested using UPC2 within the North Country Roots (NCR) laboratory

3. BACKGROUND

3.1 Sampling is the selection of a subset within a whole, in order to estimate characteristics of the whole.

3.2 There are several factors which may impact the effectiveness of sampling in the case of cannabis.

3.2.1 Cannabis naturally varies in chemical potency, both within a single plant and between one plant and another (and between strains)

3.2.2 Since the heterogeneity in cannabis potency cannot easily be mixed away, this puts the onus on other ways for verifying that a sample is of representative of its whole.

3.3 Since the psychoactive chemicals of cannabis are unevenly and non-randomly distributed throughout the plant, there exists an opportunity for producers to manipulate the sampling process in order to produce a sample that exaggerates their crops' potency.

3.4 **It is important that growers cannot knowingly provide testing agencies with samples that are unrepresentative of the lot.**

3.4.1 THC content is commonly regarded to vary from the top to the bottom of the plant, or by the proximity to the light source.

3.4.2 In the case of outdoor production, it is widely believed that flowers from the bottom of a plant receive less sunlight than those at the top of the plant; this is also purported to be true for indoor production, but the effect might be mitigated by carefully placing high-intensity lamps so that they shine more uniformly on all flowers in the plant.

3.4.2.1 In either case, flowers that receive less exposure to light are likely to have lower cannabinoid and terpenoid content.

3.4.3 Since a cannabis producer is typically aware which parts of the plant are most well lit, he often knows where to find the most potent flowers from the cannabis plant – typically, those at the top.

3.4.4 There are several options to address this vulnerability, depending in part on whether samples are taken at the time of harvest or only after the harvest is dried.

3.4.4.1 If samples are taken at the time of harvest, cannabis should be gathered in groups according to their exposure to light. This could be achieved by adhering to height standards (such as one sample taken at x feet and another at y feet) or distance in lumens away from the light source.

3.4.4.1.1 These samples would need to be cured or dried prior to analysis.

3.4.4.2 **If plants were trellised, then a height variable would not be necessary.**

3.4.5 Another option is to allow producers to lot cannabis according to their own methods, but then have testing agencies select a random sample from within those lots.

3.4.5.1 In this case, growers would first dry and lot their own harvests.

3.4.5.2 The agencies would then randomly sample the lots using established methodologies.

3.4.5.3 In this scenario, growers might choose to lot their harvest based on flower size, light exposure, or other strategic considerations.

4. GLOSSARY/DEFINITIONS

Item	Explanation
NCR	North Country Roots
UPC2	Ultra Performance Convergence Chromatography
ETOH	Ethanol, Reagent Alcohol

5. REFERENCE DOCUMENTS

5.1 Waters Acquity Ultraperformance C2 System manual

6. RESPONSIBILITIES

6.1 Quality Manager

6.1.1 Overall responsibility for quality of laboratory policies, procedures and test results.

6.1.2 Defines criteria for creation of testing protocols.

6.1.3 Ensures that policies and procedures meet regulatory and institutional criteria.

6.1.4 Oversees testing procedures.

6.1.5 Interprets testing results.

6.1.6 Ensures proper training of laboratory technicians.

6.1.7 Maintains records of test results

6.2 Laboratory Technician

6.2.1 Performs sampling and/or testing according to SOP

6.2.2 Informs laboratory manager/supervisor of any deviation from SOP.

7. ENVIRONMENTAL AND SAFETY ISSUES

7.1 Follow safety recommendations of all related MSDS documents.

8. PROCEDURE

9.1 Sample Preparation

9.1.1 Sampling of Raw Plant Material

9.1.1.1 Selecting the sample

9.1.1.1.1 Cannabis inflorescence (fruiting tops or flowers) or "trim" is sampled when performing testing for potency.

9.1.1.1.2 The "fan leaves" of the plant are used for pesticide testing.

9.1.1.1.3 Ideally, A test specimen will be comprised of inflorescence taken from a lot of plants, and a representative sample of 10 grams per kilogram (or 2% of the total lot) or trim from the flowers (10 grams per kilogram or 2%).

9.1.1.2 Drying raw plant material

9.1.1.2.1 Raw Plant material should be dried in an incubator for 4 to 24 hours, depending upon the moisture content of the material.

9.1.1.2.2 The incubator must be set to below 40 degrees Celsius to avoid decarboxylation and conversion of cannabinoids by heat.

9.1.1.3 Homogenization of the dried sample

9.1.1.3.1 The plant sample must be made homogeneous for test results to be representative.

9.1.1.3.1.1 Homogenization requires the sample be broken down to a form that can be mixed effectively.

9.1.1.3.1.2 The sample should be broken down to a size of around 0.5 cm in size and thoroughly mixed by grinding or pulverization.

9.1.1.4 Weighing of dried sample

9.1.1.4.1 Weigh out 0.100g of the well-homogenized sample and add to a 50ml test tube.

9.1.1.4.1.1 Label the test tube with the sample name or lot, date and weight of sample.

9.1.1.4.2 Add 20ml of laboratory grade ETOH to test tube.

9.1.1.4.3 Using sonic wand, homogenize extraction for 30 seconds.

9.1.1.4.5 Tightly cap the test tube and extract in sonicating water bath set below 40 degrees Celsius for 20 minutes.

9.1.2 Sample Preparation of Cannabis Concentrates

9.1.2.1 This process is used when sampling solid or semi-solid concentrated cannabis products including CO2 extracts.

9.1.2.2 Weight out 0.050 g of the well-homogenized sample and add to a 50ml test tube.

9.1.2.2.1 Label the test tube with the sample name or lot, date and weight of

sample.

9.1.2.3 Add 20ml of laboratory grade ETOH to test tube.

9.1.2.4 Using sonic wand, homogenize extraction for 30 seconds.

9.1.2.5 Tightly cap the test tube and extract in sonicating water bath set below 40 degrees Celsius for 20 minutes.

9.1.3 Sample Preparation of Cannabis oils

9.1.3.1 This process is used when sampling liquid or oil-based cannabis products including glycerine extracts and infused oils.

9.1.3.2 Semi-solid oils and glycerine extracts should be heated gently to form a uniformly liquefied sample.

9.1.3.2.1 Seal the sample in a small test tube or other container and warm gently in either an incubator or water bath maintained below 40 degrees Celsius (if product has not yet been decarboxylated) until liquefied.

9.1.3.3 Pipette 100ul of the well-homogenized sample and add to a 50ml test tube.

9.1.3.3.2 Label the test tube with the sample name or lot, date and weight of sample.

9.1.3.3 Add 10ml of laboratory grade ETOH to test tube.

9.1.3.4 Using sonic wand, homogenize extraction for 30 seconds.

9.1.3.5 Tightly cap the test tube and extract in sonicating water bath set below 40 degrees Celsius for 20 minutes.

9.2 Preparation of Extracts for Testing

9.2.1 After incubation of extracts has been complete test tube should be centrifuged at 2500 rpm for 10 minutes to pelletize any solids.

9.2.2 Pipette approximately 2000 ul of the extraction liquid out of the 50ml test tube, being careful to avoid drawing any solids into the pipette tip.

9.2.3 Transfer the liquid into a labeled micro centrifuge tube.

9.2.4 Centrifuge the sample for an additional 10 minutes.

9.2.5 Pipette approximately 1000ul of the extraction liquid out of the mico-centrifuge tube, being careful to avoid drawing any solids into the pipette tip.

9.2.6 Transfer the extraction liquid to a labeled auto sampler vial.

9.2.7 Securely cap the auto sampler vial and load into UPC2 carousel.

9.3 Extracted samples are now ready for UPC2 process testing.

HISTORY OF REVISIONS

VERSION / DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
1.0/	Initial Issuance

Title: Set-Up and Operation of the RL-200 RoboCAP Semiautomatic Liquid Capsule Filler
SOP#:
Effective Date:

PURPOSE

This procedure describes the set-up and operation of the RoboCAP Semiautomatic Liquid Capsule Filler.

SCOPE

This procedure applies to the operation of the RoboCAP located at North Country Roots(NCR)

RESPONSIBILITIES

It is the responsibility of all personnel operating the RoboCAP in **NCR** to be familiar with and adhere to this procedure.

REFERENCES

Operation manual:	RoboCAP Automatic Capsule Filling Machine, from ATG Pharma Inc.
SOP#_____	Equipment Use Records and Room Use Records SOP
SOP#_____	Equipment Use Record for **NCR** SOP
SOP#_____	Gowning and De-gowning Requirements SOP

GENERAL

Wear appropriate gowning per SOP#_____ when working inside the production area.

Fill out the Equipment Use Record per SOP#_____ to capture the usage and cleaning of the equipment. Properly label the equipment per SOP#_____.

The change parts are designed for a specific capsule size. Ensure that the correct change parts are installed for the desired capsule size.

The RoboCAP RL-201 Semiautomatic Liquid Capsule Filler is considered portable and can be operated in any room inside the production area.

SAFETY

Use appropriate ventilation devices to minimize dust while operating the RoboCAP RL-200.

1 SET-UP OF ROBOCAP

1.1 Capsules Orientation Process

1.1.1 Pour 50+ capsules onto Rectifier/Orientor and shake them back and forth moving the capsules into slots.

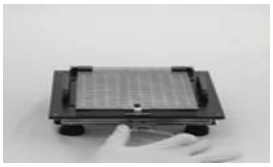
1.1.2 Lift the gate and pour off excess capsules.

1.1.3 Open Filler Locking Plate fully by sliding Locking clamp forward. Place Orienter locating feet into the holes on the Filler marked “I”.

1.1.4 Push the sliding portion of the Orienter to the left to drop capsules into the Filler.

1.1.5 Remove Orienter. Capsules are in every other row of the Filler.

1.1.6 To fill remaining rows, repeat steps 1-4 except this time align the Orienter locating feet in the holes marked “II”.



1.1.7 Close the Filler Locking Plate and slide Locking clamp to secure. Squeeze the cam lever toward the post to secure bodies in the Filler.

1.1.8 To separate capsules, press palms down on handles while lifting Caps Tray up with fingers. Remove Caps Tray from Filler. Release cam lever to drop capsule bodies flush with Filler.

1.2 Vial or Bottle Process

1.2.1 Attach vial/bottle holding fixture in place of capsule holder.

1.2.2 Manually load vials/bottles into fixture until all rows are filled.

1.3 Preparation Liquid Filling System

1.3.1 Assembly of 316L Product Pressure Vessel

1.3.1.1 Onto one of the three vacant ports of the 316L SS Pressure Vessel assemble the pressure relief valve.

1.3.1.2 Assemble the ¼" Coalescent Filter and the ¼" Regulator together and assemble onto one of the two remaining vacant ports of the pressure vessel.

1.3.1.3 On the last of the vacant ports of the pressure vessel, thread in a square head stainless steel plug.

1.3.1.4 Thread into the pressure vessel product port the appropriate fitting.

1.3.1.5 Install a food grade silicone product hose into the appropriate fitting of the pressure vessel product dispensing port.

1.3.1.6 Remove the oval lid of the pressure vessel and pour in the product to be filled into capsules.

1.3.1.7 Reinstall the lid ensuring of proper alignment and that it is clamped shut tightly.

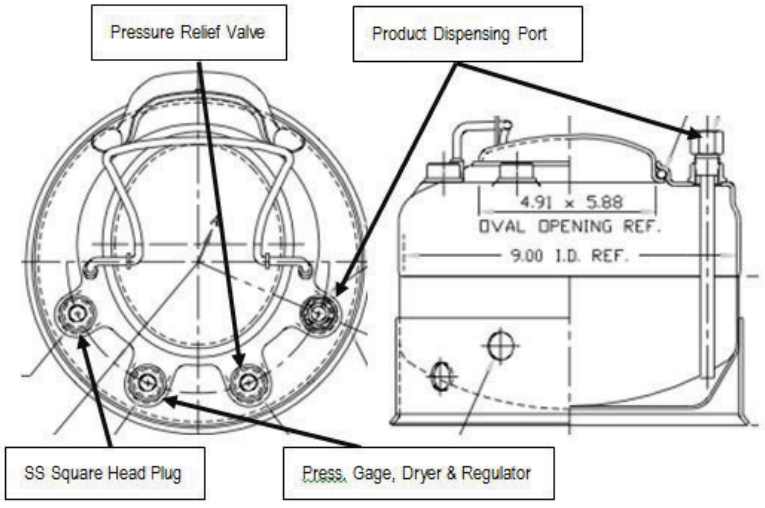


Fig. 1: 316L Stainless Steel Pressure Vessel

1.3.2 Assembly Dispensing Needle Valve

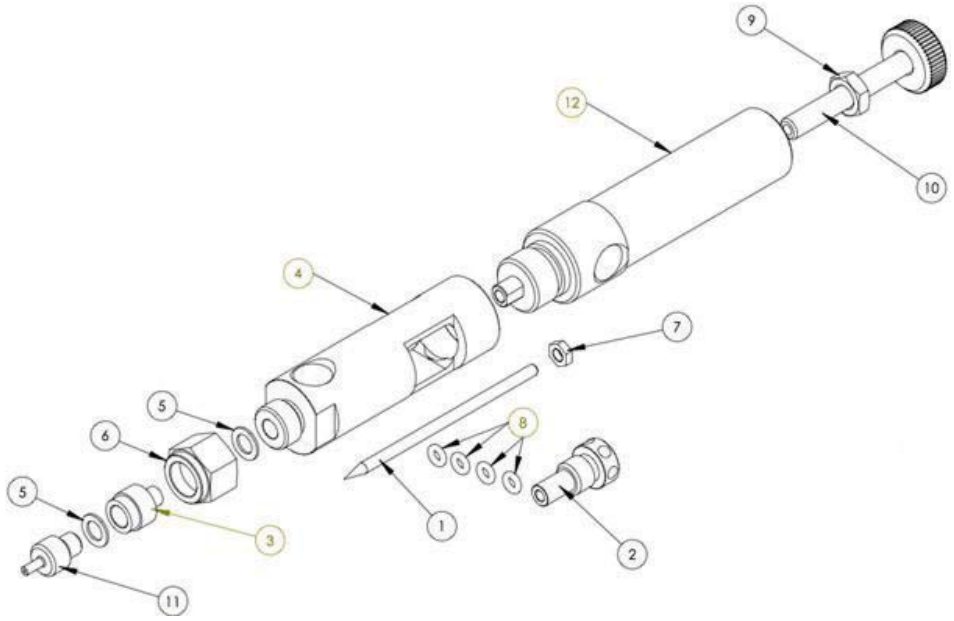


Fig. 2: 316L Dispensing Needle Valve:

1.3.2.1 Insert and thread of the **Valve Plunger Lock Nut** (7) onto the threaded end of the, **Cylinder Valve Plunger** (1), far enough onto the thread that there is sufficient thread into the **Pneumatic Cylinder** (12).

1.3.2.2 Thread the **Cylinder Valve Plunger** (1) into the end of the **Pneumatic Cylinder**, so that the **Cylinder Valve Plunger** (1) protrudes outward approximately 2-5/8 inches (65.41 mm) from tip of the **Cylinder Valve Plunger** to the flat of the cylinder's threaded end. (refer to Fig. 2.3). **Note:** This approximate and further adjustments may be required.

1.3.2.3 Thread the **Valve Plunger Lock Nut** (7) back against the **Pneumatic Cylinder** (12).

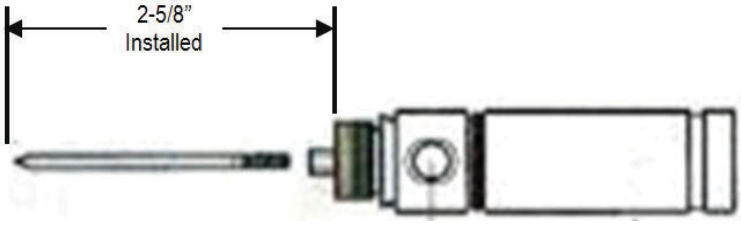


Fig. 3: Valve Plunger Set-Up

1.3.2.4 Insert quantity 1 of the **Valve Plunger Seals** (8) into the packing area of the **Cylinder Valve Housing** (4).

1.3.2.5 With the packing tool, press **Valve Plunger Seal** (8) down into cavity until seal is fully seated.

1.3.2.6 Repeat for **Valve Plunger Seals** (8) two, three and four until all seals are fully seated.

1.3.2.7 Insert **Cylinder Valve Packing Gland** (2), into **Cylinder Valve Housing** (4) and thread down until seated onto **Valve Plunger Seals** (8).

1.3.2.8 Insert **Cylinder Valve Plunger** (1) into the **Cylinder Valve Housing** (4).

1.3.2.9 Screw the **Cylinder Valve Housing** (4) and the **Pneumatic Cylinder** (12) together.

1.3.2.10 Press fit, quantity 1 **Cylinder Valve Plunger Seat** (3) into the male threaded end of the **Cylinder Valve Housing** (4).

1.3.2.11 Assemble quantity 1 **Cylinder Valve Washer** (5) onto the threaded male end of the **Dispenser Valve Filling Nozzle** (11) and thread it into the **Cylinder Valve Plunger Seat** (3).

1.3.2.12 Thread **Plunger Seat Lock Nut** (6) onto the male threaded end of **Cylinder Valve Housing** (4) to complete the **Dispensing Needle Valve**.

1.3.3 Set-Up of Dispensing Needle Valve

1.3.3.1 Install the assembled Dispensing Needle Valve into the valve holder and fasten into place.

1.3.3.2 Connect the air supply to the 1/8" NPT side inlet of the air cylinder.

1.3.3.3 Before running product into the valve, the packing nut must be adjusted.

1.3.3.4 With air pressure to the dispense controller set to 60 psi, press the purge button, located on the robot controller to cycle the valve to open and close.

1.3.3.5 With the valve cycling, tighten or loosen the packing nut with an Allen key until the plunger retracts slowly.

1.3.3.6 Reset the air pressure to a normal setting of between 80 to 95 psi.

1.3.3.7 Connect the product supply tubing to the material inlet of the **Cylinder Valve Housing** (4) using the appropriate fitting.

1.3.3.8 After filling the tank with product, sealing and applying backpressure to the tank, press the purge button on the robotic controller until product flows into a container.

1.3.3.9 With the fluid supply on, open the valve by activating the dispense controller and inspect the flow.

1.3.3.10 The valve is equipped with a **Plunger Stroke Adjustment Screw** (10), which is located at the top of the cylinder (12). The **Plunger Stroke Adjustment Screw** (10), limits the backstroke of the **Cylinder Valve Plunger** (1) for fine tuning of the of the product flow.

1.3.3.11 Once the adjustment has been made, turn the **Plunger Stroke Lock Nut** (9) to hold the **Plunger Stroke Adjustment Screw** (10) at the desired setting.

1.3.3.12 Repeat steps 1.2.3.3 to 1.2.3.6 prior to dispensing on a daily basis.

1.3.4 Electrical Connections

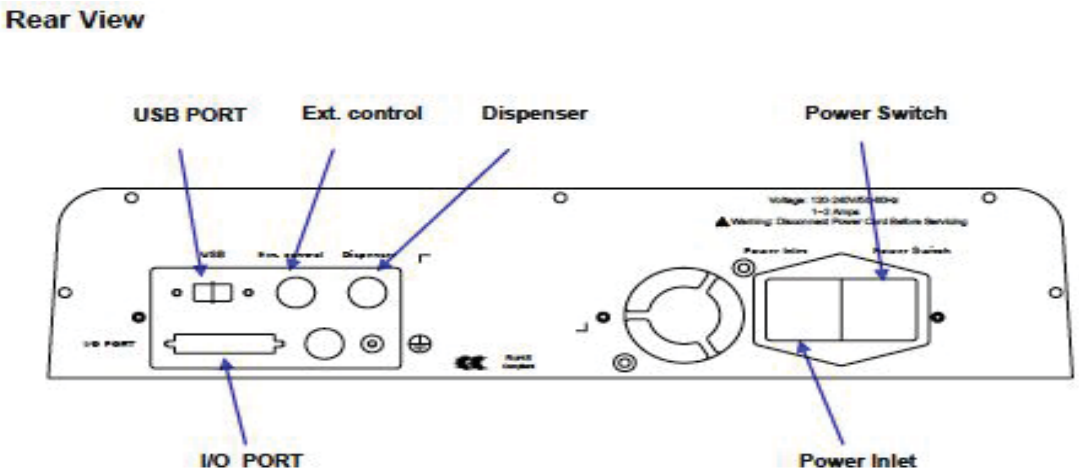


Fig. 4: RL-200 Robot's Rear View Connections

1.3.4.1 Connect the power cord to the back of the **RL-200** into the **Power Inlet** and then to a power supply. Be sure to use the correct power cord and power source for the robot model you are using (110V or 220V).

1.3.4.2 Connect the Dispense Controller communication cable first to the back of the Dispense Controller's **Foot Switch** port and then to the back of the RoboCAP's **Dispenser** port.

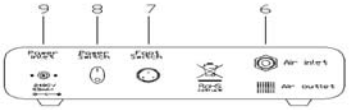


Fig. 2.5: Dispense Controller's Rear View Connections

1.3.4.3 Connect the power cord to the back of the **Dispenser Controller** and then to a power supply.

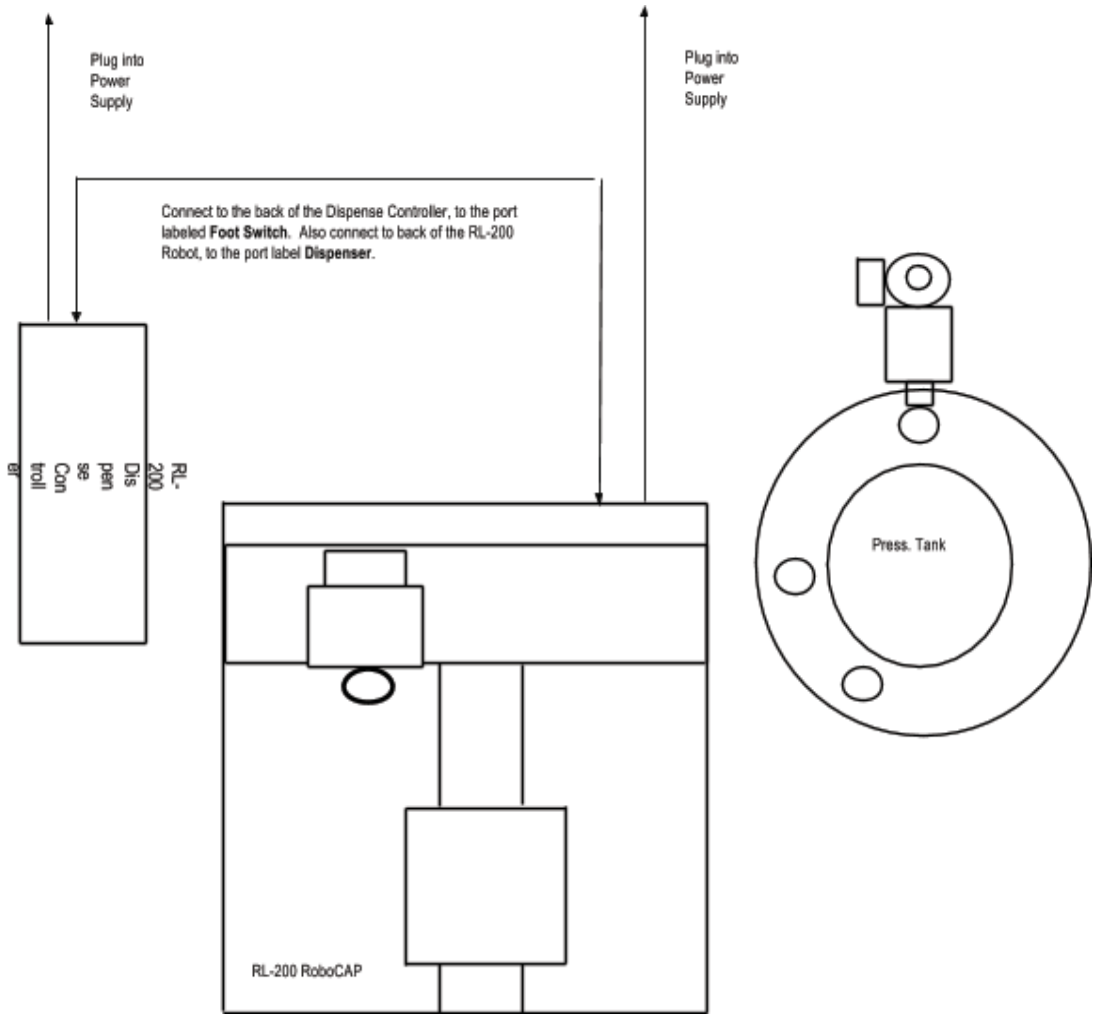


Fig. 5: RoboCAP RL-200 Electrical Connections

1.3.5 Pneumatic Connections

1.3.5.1 Connect an air hose from a compressed dry air system to the pressure vessel filter/regulator inlet.

1.3.5.2 Connect an air hose from a compressed dry air system to the male quick connector, located on the back of the dispense controller.

1.3.5.3 From the front of the dispense controller, connect an air hose to the air outlet, and connect the air supply to the 1/8" NPT side inlet of the air cylinder.

1.3.5.4 Once the **Dispensing Needle Valve** has been set-up, (refer to procedure in section 1.2.3 for details), connect the product hose after completing step 1.2.3.6.

1.3.5.6 Tie back all cables and air lines so that they will not interfere with the robot's motion when the robot is operating.

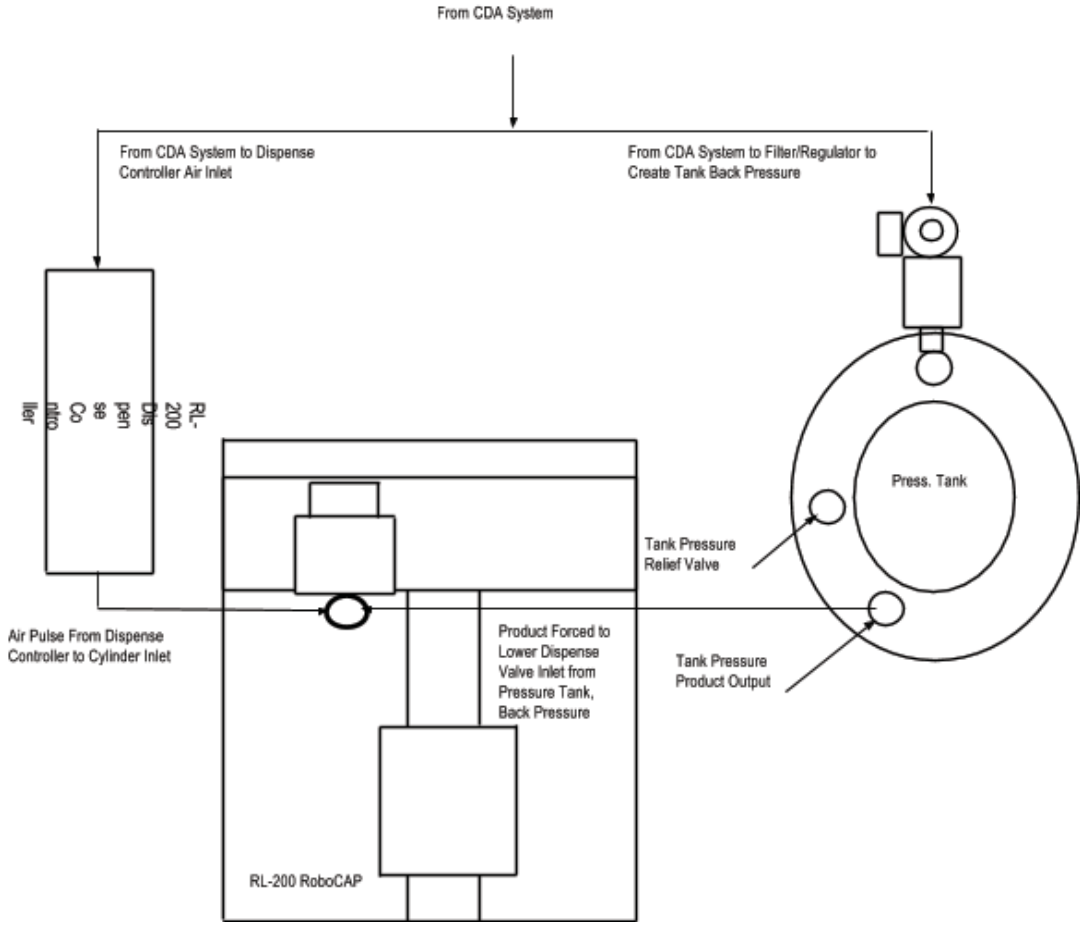


Fig. 6: RoboCAP RL-200 Pneumatic Connections

1.3.6 Operating Parameters

1.3.6.1 Connect the compressed dry air system to the product pressure vessel.

1.3.6.2 Set the pressure vessel regulator to a range between 10 to 15 psi.

1.3.6.3 Power on the Dispense Controller by pressing the **Power Switch** (**8**).

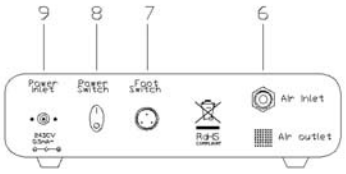


Fig. 7: Dispense Controller: Rear Panel

6. Air Pressure Inlet
7. Foot Switch connector port
8. Power ON Switch
9. Power Inlet 24VDC adaptor connector port

1.3.6.4 Adjust the air **Pressure Regulator** (2) so that the **Pressure Gauge** (3) reads between 80 to 95 psi.

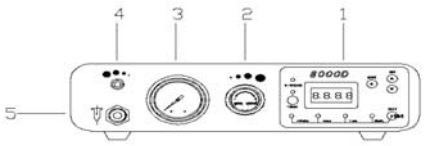


Fig. 8: Dispense Controller: Front Panel

1. Control Panel
2. Air Pressure Regulator
3. Air Pressure Gage
4. Suck back regulator
5. Air Output Female Quick Connect

1.3.6.5 The time that the pulse of air is on, is controlled by the RL-200 program.

Note: The fill volume is dependent on the air pressure, the nozzle tip ID, and the product viscosity.

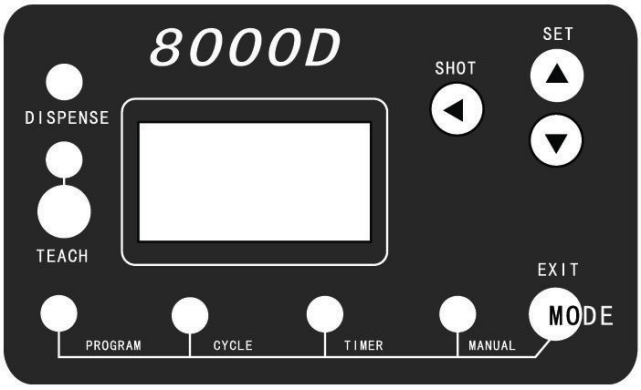


Fig. 9: Dispense Controller: Timer Program Panel

1. Teach — Teaching Dispensing Time and Interval Time
2. Set/Up — Setup Dispensing Time and Interval Time - Increase
3. Set/Down — Setup Dispensing Time and Interval Time - Decrease
4. Shot — Dispensing Shot / Setup Digital Number Left Shift
5. Mode/Exit — Mode Setup / Exit Setup Key

1.3.6.7 Adjust the **Suck Back Regulator** (4) dial as far clockwise as possible to turn off the vacuum, as suck back is not required with the Needle Valve. Turn it counter clockwise if the application requires a syringe cartridge.

1.3.6.8 Verify that the **EMERGENCY STOP** button, located on the front of the RoboCAP controller, has not been pressed. If it has, twist and pull to release.

1.3.6.9 Turn on the RoboCAP RL-200, by pressing the Power Switch located at the back of the robot, Refer to figure 2.4 fro details. The **Power** lamp, which is located on the front of the robot controller, should be illuminated.

1.3.6.10 At the front of the robot controller, select the program number that you wish to run, typically program "1 through to 99".

1.3.6.11 At the front of the robot controller, flip the **Teach/Run** switch to the **Run** position.

1.3.6.12 The RoboCAP Robotic Liquid Capsule filler is ready to Process Capsules/vials/bottles.

2 LIQUID FILLING OPERATION

2.1 Capsule Orientation & Separation Process

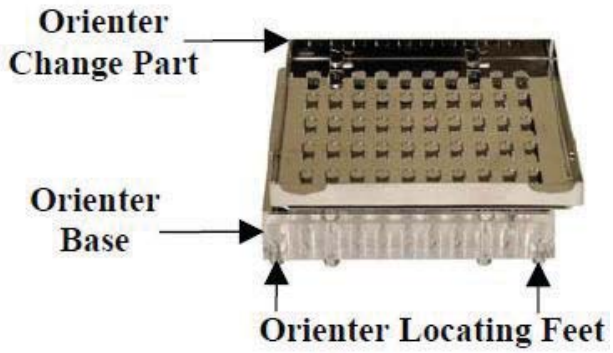
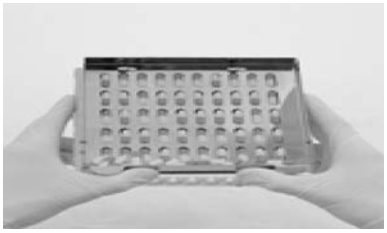


Fig. 10: Capsule Orientor Base



2.1.1 Pour 50+ capsules onto Rectifier/Orientor. Shake back and forth moving capsules into slots.

2.1.2 Lift gate and pour off excess capsules.

2.1.3 Open Filler Locking Plate fully by sliding Locking clamp forward. Place Orientor locating feet in the holes on the Filler marked “I”.

2.1 Capsule Orientation & Separation Process (continued)

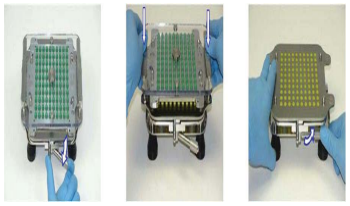
2.1.4 Push the sliding portion of the Orientor to the left to drop capsules into the Filler.

2.1.5 Remove Orientor. Capsules are in every other row of the Filler.

2.1.6 To fill remaining rows, repeat steps 1-4 except this time align the Orientor locating feet in the holes marked “II”.

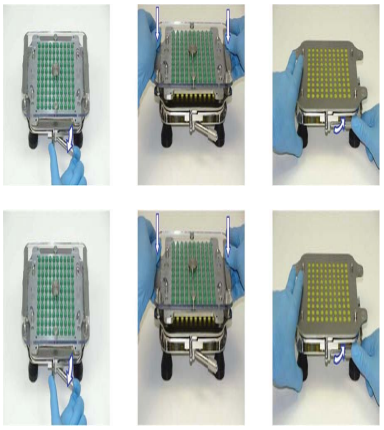
2.1.7 **.** Hold Locking Plate by handles and place onto Caps Tray by inserting 4 Caps Tray posts into 4 larger holes in Locking Plate. ProFiller logo should be right side up.

2.1.8 Hold Locking Plate by handles and twist clockwise to lock into place.



2.1.9 Gently pull Cam Lever toward the post to secure bodies in Filler. Capsules should be held firmly but should not be squeezed to an oval shape.

2.1 Capsule Orientation & Separation Process (continued)



2.1.10 Push down on Locking Plate handles while lifting up Caps Tray (top metal piece) to separate capsule caps and bodies. Set aside Caps Tray with Locking Plate.

2.1.11 Release Cam Lever to allow capsule bodies to drop into Filler. If some capsules sit higher than others, gently pat them into place.

2.2 Filling Capsules

Fig. 11: RoboCAP RL-201 Series Liquid Filling System

2.2.1 Once the capsules have been oriented and separated, take the Capsule Filler base and mount onto the four pockets of the RoboCAP mounting fixture, as shown in Fig. 11 above.

2.2.2 Press the green **START** button, which is located on the front of the RoboCAP control panel, located to the left of the red Emergency Stop button. Refer to Fig. 11 above.

2.1.4 The robot sends a ready signal to the dispense controller, which sends a pulse of air to the vales to allow the product to flow, therefore filling the empty capsule. (Refer to Fig. 12)

2.1.5 Once the first capsule has been filled, the RoboCAP valve will move to the next capsule location to continue to fill product into the capsule.

Fig. 12: RoboCAP Filling Liquid Into Empty Capsule Bodies

2.1.6 When the robot steps through, and has filled the last empty capsule on the manual capsule filler base, the valve returns to its home position and sits idle, waiting for the next command.

2.1.7 The operator removes the filled Capsule bodies, and moves it to the work area.

2.1.8 While the RoboCAP was filling the first manual capsule filler, the operator moves back to the work bench, and begins to orient and separate a second manual capsule filler. This is done to increase the system's output capacity.

2.1.9 The operator places the filled capsules on the workbench, and picks up the second capsule filler, which has been separated with the capsule bodies for filling.

2.1.10 The operator repeats steps 2.1.1 and 2.1.2 to start the filling process.

2.1.11 The operator moves back to the filled capsules on the workbench.

2.3 Filling Vials/Bottles

2.3.1 Take the vial/bottle base and mount onto the four pockets of the RoboCAP mounting fixture.

2.3.2 Press the green **START** button, which is located on the front of the RoboCAP control panel, located to the left of the red Emergency Stop button. Refer to Fig. 11 above.

2.3.3 The robot will manipulate the X, Y and Z-axes to move the dispensing valve directly over the first empty vial/bottle.

2.3.4 The robot sends a ready signal to the dispense controller, which sends a pulse of air to the vales to allow the product to flow, therefore filling the vial/bottle.

2.3.5 Once the first vial/bottle has been filled, the RoboCAP valve will move to the next vial/bottle location to continue to fill product.

2.3.6 When the robot steps through, and has filled the last empty vial/bottle on the manual vial/bottle filler base, the valve returns to its home position and sits idle, waiting for the next command.

2.3.7 The operator removes the filled vials/bottles base, and moves it to the work area.

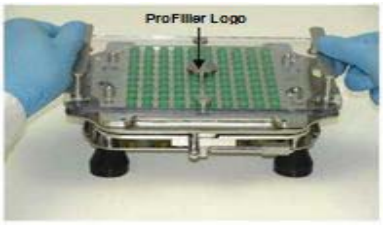
2.3.8 While the RoboCAP was filling the first manual vial/bottle filler base, the operator moves back to the work bench, and begins to prepare a second manual vial/bottle filler base. This is done to increase the system's output capacity.

2.3.9 The operator places the filled vials/bottles on the workbench, and picks up the second vial/bottle filler base.

2.3.10 The operator repeats steps 2.3.1 to start the filling process.

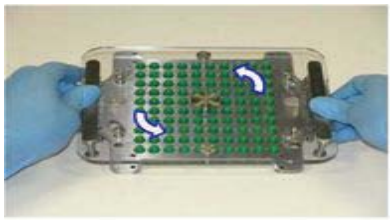
2.3.11 The operator moves back to the filled vials/bottles on the workbench.

2.4 Closing Capsules

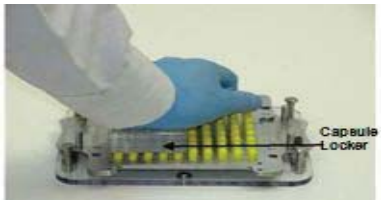


2.4.1 Place Caps Tray with Locking Plate onto Filler. ProFiller logo should be right side up.

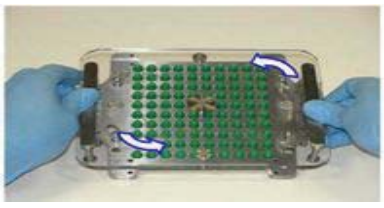
2.4.2 Press down on clear Locking Plate with thumbs while pulling up Lifting Plate to lock capsules. Do not press on Lifting Plate Handles. Repeat locking with thumbs positioned in different areas of the Locking Plate.



2.4.3 Remove Locking Plate by twisting it counter-clockwise. You now have 100 locked capsules. All 100 capsules may re-assemble but not fully lock. If this happens, put the Locking Plate back onto the Caps Tray.



2.4.4 Remove Caps Tray with Locking Plate and turn them over onto table. Use Capsule Locker to lock capsules. Apply pressure until you feel capsules snap and lock.



2.4.5 Flip Caps Tray over. Rotate Locking Plate counterclockwise and remove it. You now have filled, locked capsules.

2.4.6 Turn over Caps Tray into capsule bin and eject the capsules. Capsules are ready for packaging.

2.5 Closing Vials/Bottles

2.5.1 The operator removes the filled vials/bottles base, and moves it to the work area.

2.5.2 The operator manually places cap on each vial/bottle per manufacturers specifications.

2.5.3 The operator places a tamper evident seal over cap.

2.5.4 The vials/bottles are now ready for packaging.

HISTORY OF REVISIONS

VERSION / DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
1.0/	Initial Issuance

Title: Cleaning of the RL-200 RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filler
SOP#:
Effective Date:

PURPOSE

This procedure describes the routine cleaning and sanitization of the RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filling Machine.

SCOPE

This procedure applies to the operation of the RoboCAP located at **North Country Roots**.

RESPONSIBILITIES

It is the responsibility of all personnel that will perform routine cleaning of the RoboCAP at **North Country Roots**.

REFERENCES

Operation manual:	RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filling Machine, from ATG Pharma Inc.
SOP#_____	Equipment Use Records and Room Use Records SOP
SOP#_____	Equipment Use Record for **NCR** SOP
SOP#_____	Gowning and De-gowning Requirements SOP

GENERAL

- Wear appropriate gowning per SOP#_____ when working inside the production area.
- Fill out the Equipment Use Record per SOP#_____ to capture the usage and cleaning of the equipment. Properly label the equipment per SOP#_____.
- The change parts are designed for a specific capsule size. Ensure that the correct change parts are installed for the desired capsule size.
- The RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filling Machine is considered portable and can be operated in any room inside the production area.

EQUIPMENT AND MATERIALS

- Disposable lint-free wipes.
- 0.22 Micron Filtered 70% Isopropyl Alcohol (IPA).

- Purified Water.
- Vacuum Cleaner.
- Clean Plastic Sheet.

PRODUCT CONTACT PARTS/ COMPONENTS

See Attached Product Contact Parts List

FREQUENCY

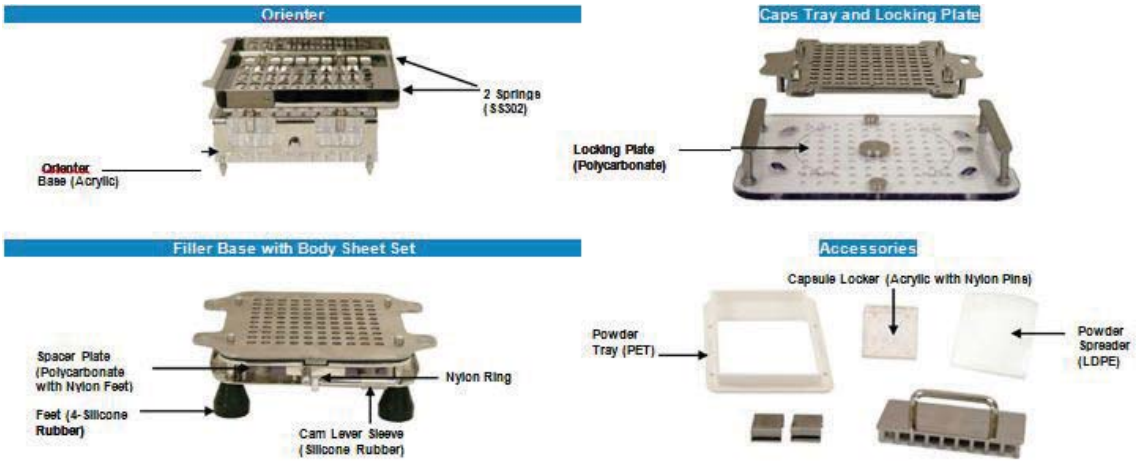
After every production cycle.

SAFETY PRECAUTIONS:

- Wear safety glasses.
- Wear gloves and respiratory mask.
- Discard used IPA wipes in a container specific for flammable waste lined with a bag.
- Use appropriate ventilation devices to minimize dust while operating the Manual Capsule Filler for powder filling.

1.0 RL-200 SYSTEM CLEANING PROCESS:

1.1 Cleaning of Manual Capsule Filler



Parts not otherwise labeled are made of Inox (Stainless Steel 316).

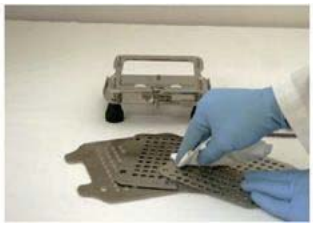
Nylon parts are known to discolor when used with Erythrosine. The Powder Spreader is known to discolor when used with Beta Carotene or Sunset Yellow. No animal derived material used.

1.2 Daily Cleaning and Drying Methods of the Manual Capsule FIller

It is recommended that daily cleaning and washing of the system to remove all powder. After cleaning, lubricate Cam and Cam Bush.

1.2.1 Remove the 3 Body Sheets

1.2.2 Remove Spacer Plate.



1.2.3 Remove excess powder from Filler Base, Spacer Plate, Body Sheets, and Tamper using a brush, cloth, vacuum, or compressed air.

1.2.4 Clean system using one of the methods below.

1.3 Recommended Daily Cleaning Methods

1.3.1 Automatic Dishwasher

1.3.1.1 Place parts in dishwasher according to guidelines in section 3.2.3.1.

1.3.2 Manual Cleaning

1.3.2.1 Clean all parts using nylon brush.

1.3.2.2 Clean top and bottom of Body Sheets, Caps Tray and Spacer Plate.

1.3.2.3 Make sure holes in Caps Tray and Body Sheets are free of product.

1.3.2.4 To clean flat parts like Powder Tray and Locking Plate, wipe with clean cloth or sponge. Also wipe clean the Cam and top of Lifting Plate.

1.3.2.5 Optionally, hand wash parts using hand dishwashing soap and water.

1.3.3 Vacuum or Compressed Air

1.3.3.1 If you have a vacuum for powder or compressed air for liquid products.

1.3.3.2 If using compressed air, pass air through all holes and corners.

Safety Note: Be sure to wear eye protection when using compressed air.

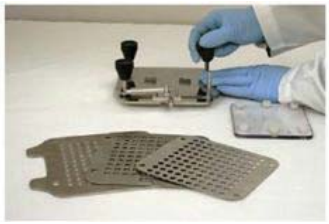
1.3.3.3 To remove sticky product between Tamper pins and inside holes of Caps Tray and Body Sheets, use nylon brushes along cleaner and with vacuum or compressed air.

1.3.3.4 To remove traces of sticky product from flat parts you may need to clean with cloth with Isopropyl alcohol.

1.4 Weekly Cleaning and Drying Methods

An Extensive Cleaning should be done. After washing parts, they must be lubricated to ensure proper operation of the system.

1.4.1 Remove the 3 Body Sheets



1.4.2 Turn Filler over and pull off 4 rubber feet.

1.4.3 Separate Lifting Plate from base frame.

1.4.4 Clean system using one of the methods below.

1.5 Recommended Weekly Cleaning Methods

1.5.1 Automatic Dishwasher

1.5.1.1. Place parts in dishwasher according to guidelines in Attachment #3.

1.5.2 Manual Cleaning

1.5.2.1 Clean parts with nylon brushes. You can use different sized brushes for the various hole sizes or gaps between the pins or parts.

1.5.2.2 Put nylon brush between pins and in holes and gaps; rotate for maximum product removal.

1.5.2.3 Prepare a cleaning solution in a tray of suitable size to dip all parts.

1.5.2.4 The product being cleaned must be soluble in the cleaning solution, and the solution should not react with metals and plastic parts used in system.

1.5.2.5 Dip all parts in the solution and shake to allow solution to pass through them.

1.5.2.6 Use nylon brush to remove product from corners and nooks while dipping in solution.

1.5.2.7 Use cloth and isopropyl alcohol to remove product from flat parts.

1.5.2.8 Remove all parts from solution and rinse with purified water so that all residual product and cleaning solution is removed.

1.5.2.9 Wipe with clean lint free cloth and allow to dry.

1.5.2.10 You can use alcohol to speed drying on all parts except those made of acrylic.

1.5.3 Autoclave Sterilization

1.5.3.1 After cleaning your system, you can sterilize it using an autoclave.

1.5.3.2 Place parts in dishwasher according to guidelines in Attachment #3.

1.6 Cleaning of Product Tank and Valves

1.6.1 Release the air pressure from the tank through the pressure relief valve.

1.6.2 Disconnect the product line from the tank.

1.6.3 Place the loose end of the product line in a container and allow to drain.

1.6.4 Disconnect the product lines from the valves.

1.6.5 Place the loose end of the product line in a container and allow to drain.

1.6.6 Disconnect cylinders from the valve and put aside.

1.6.7 Remove all contact parts from the robot and place aside for cleaning.

1.6.8 Disassemble the contact parts.

1.6.9 Follow the weekly cleaning methods as identified in Attachment #3.

2.0 CLEANING STEPS:

2.1 Cleaning for product contact change parts:

2.1.1 Dismantle product contact change parts and place on trolley.

2.1.2 Label trolley with "**To be Cleaned**" tag.

2.1.3 Take trolley to designated cleaning area.

2.1.4 Rinse each part individually with WFI.

2.1.5 Place parts on counter.

2.1.6 Spray trolley with 70% IPA and wipe dry with lint-free clothes.

2.1.7 Label trolley with "**Cleaned**" tag.

2.1.8 Spray parts with 70% IPA and wipe with lint-free clothes or swabs to reach inside of grooves.

2.1.9 Place cleaned parts onto clean trolley.

2.1.10 Take trolley back to the room where the machine is to be set up.

2.2 Cleaning for the Rest of the Machine:

2.2.1 If filling powder, then vacuum any residual powder from the surface of the machine.

2.2.2 Spray all components and machine with compressed dry air to remove any residual product.

2.2.3 Wipe plastic parts with purified water.

2.2.4 Spray rest of line with 70% IPA including outside of vacuum and vacuum nozzles.

2.2.5 Reassemble all parts onto the clean machine.

2.2.6 Cover machine with clean plastic sheet and label it with "**Cleaned**" tag.

B. **ATTACHMENTS**

A. Attachment 1: RoboCAP Semiautomatic Liquid Capsule Filling Machine Cleaning Log

B. Attachment 2: Product Contact Parts List

C. Attachment 3: Cleaning and Drying Methods

VERSION / DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
1.0/	INITIAL ISSUANCE

ATTACHMENT 1 (PAGE 1 OF 1)

RoboCAP Semiautomatic Liquid Capsule Filling Machine Cleaning Log

Month/Year: _____

Equipment ID: _____

Sanitizing Solutions
A= 70% Isopropyl Alcohol
B= _____
C= _____

Day	Solution (s)	By	Comments
1 [ ]NA			
2 [ ]NA			
3 [ ]NA			
4 [ ]NA			
5 [ ]NA			
6 [ ]NA			
7 [ ]NA			
8 [ ]NA			
9 [ ]NA			
10 [ ]NA			
11 [ ]NA			
12 [ ]NA			
13 [ ]NA			
14 [ ]NA			
15 [ ]NA			
16 [ ]NA			
17 [ ]NA			
18 [ ]NA			
19 [ ]NA			
20 [ ]NA			
21 [ ]NA			
22 [ ]NA			
23 [ ]NA			
24 [ ]NA			
25 [ ]NA			
26 [ ]NA			
27 [ ]NA			
28 [ ]NA			
29 [ ]NA			
30 [ ]NA			
31 [ ]NA			

Reviewed By: _____ Date: _____

CONFIDENTIAL

ATTACHMENT 2 (PAGE 1 OF 1)

RoboCAP Semiautomatic Capsule Filling Machine

Product Contact Parts

	Materials Used								
Materials Used	**(Inox) 316 S/S**	**(Inox) 304 S/S**	**Hard Anodized Aluminum**	**Nylon**	**Teflon**	**Polycarbonate**	**Acrylic**	**Spring Steel**	**Silicone Rubber**
Orientor Change Parts		√						√ Only for Springs	
Orientor Base		√					√		
Capsule Tray		√	√	√		√			
Filler Excluding Capsule Tray		√		√		√			√
Powder Tray (Not used in liquid Fill)						√			
Tamper (Not used in liquid Fill)		√							
Dispensing Valve	√				√				
Pressure Vessel	√								

√ **Indicates material is used in the part.**

ATTACHMENT 3 (PAGE 1 OF 1)

RoboCAP Semiautomatic Capsule Filling Machine

Cleaning and Drying Methods

Automatic Dishwasher	All parts are fully dishwasher safe using automatic dishwasher detergents. Plastic parts should be placed in top rack (<70°C / 160°F).
Cleaning Agents	We recommend cleaning using household hand dishwashing liquid. All contact parts may be cleaned with NaOH (caustic soda) 1-2 solution, 1% sodium thiosulphate solution, or liquid detergents with up to 4% sodium hypochlorite
Isopropyl Alcohol	Wipe parts with a cloth dipped in isopropyl alcohol, then immediately wipe dry with a clean cloth. Do not use on acrylic Orientor Base or Capsule Locker.
Hot Air Drying	Up to 60° C. Remove plastic parts from oven after 15-20 minutes. If using portable hair dryer, keep a distance of 12 inches (30 cm) from all items.
Autoclave	Do not autoclave Orientor Base, Capsule Locker, Powder Spreader, Powder Tray. Other parts may be autoclaved at 121°C, 15 psi pressure for 15 minutes

Title: Preventative Maintenance of the RL-200 RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filler
SOP#:
Effective Date:

PURPOSE

This procedure describes the preventative maintenance of the RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filling Machine

SCOPE

This procedure applies to the operation of the RoboCAP located at the **North Country Roots** facility**.**

RESPONSIBILITIES

It is the responsibility of all personnel that will perform routine cleaning of the RoboCAP at the **North Country Roots** facility.

REFERENCES

Operation manual:	RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filling Machine, from ATG Pharma Inc.
SOP#_____	Equipment Use Records and Room Use Records SOP
SOP#_____	Equipment Use Record for NCR SOP
SOP#_____	Gowning and De-gowning Requirements SOP

GENERAL

- Wear appropriate gowning per SOP#_____ when working inside the production area.
- Fill out the Equipment Use Record per SOP#_____ to capture the usage and cleaning of the equipment. Properly label the equipment per SOP#_____.
- The change parts are designed for a specific capsule size. Ensure that the correct change parts are installed for the desired capsule size.
- The RoboCAP RL-200 Series Semiautomatic Liquid Capsule Filling Machine is considered portable and can be operated in any room inside the production area.

SAFETY

Use appropriate lockout and tagging procedures to ensure the machine is not turned on while performing these preventative maintenance tasks.

PREVENTATIVE MAINTENANCE LIST

Task #	Task Description	Frequency
	Inspect Tilt or deviation of machine ● Robot working position is tilted or inclined Correction If Required. ● Set the machine in a proper leveled position.	
	Inspect Status of cables and hoses ● Electrical cables and pneumatic hoses are excessively twisted, bent, or squeezed. ● Air leakage between pneumatic hoses and fittings. Correction If Required ● Remove the causes of twisting, bending, or pinching. ● Cut away the damaged parts of hoses and make connections.	
	Inspect Appearance ● **Damage on the robot's head** from clashes during operation Correction If Required. ● Pay attention to working area of robot and remove any obstacle.	
	Inspect Stability on work bench ● The robot is too close to the edge of the work table Correction If Required. ● Rearrange the position of the robot on the table Remove sources causing table vibration.	
	Inspect Stepper Motor Condition ● Infiltration of grease. ● Performance degradation due to overload. Correction If Required ● Replace Stepper Motor.	
	Inspect Motions, connections, and joints ● The axes are not moving smoothly. ● Noises, vibrations, and / or shakes. Correction If Required ● Grease up. ● Reset and adjust gains (contact agent for setting).	
	Inspect Unfastened / loose bolts and screws ● Loose or broken bolts and nuts. Correction If Required ● Tighten loose bolts and nuts. Take corrective action to remove the cause.	
	Inspect Internal wires and connectors ● Stripped or damaged external cover or shield on cable and/or connectors. Correction If Required ● Replace the damaged cables or connectors with new ones (see agent).	
	Inspect Accuracy and precision ● Z run out over X or Y larger than 0.2mm. ● Wear on timing belt. Correction If Required ● Contact Agent. ● Replace timing belt (see agent).	
	Ball screw (worm gear) assembly, LM guide, slide guide ● Lack of grease on shaft, LM guide and / or slide guide surfaces.	

	• Deflection of the shaft. Correction If Required • Apply grease on grease-hole of worm gear, LM guide, and slide guide surfaces (see section 9:2) Replace the shaft (contact agent).	
	Complete Overhaul • Diagnose the whole system and make decision for the overhaul Correction If Required • Contact agent.	
ML01-IC	**IN-CAP Monthly Lubrication 01:** 1. Open right hand side cabinet door. 2. Using an all purpose grease, lubricate all the gears. 3. Manually jog the IN-CAP and using all-purpose grease lubricate all the Maltese cross cavities. (Use Caution) 4. Refer to Fig. 7.6, located in the IN-CAP Instruction Manual, Section 7.2.1.	Monthly
MEI01-IC	**IN-CAP Monthly Electrical Inspection 01** 1. Inspect all electrical components and cords for damage. 2. If damaged then repair or replace.	Monthly
SAESI01-IC	**IN-CAP Semi-Annual Emergency Stop Verification 01:** 1. Prior to the start of a production run, operate the system in automatic mode. 2. Press the EMERGENCY STOP button on the IN-CAP and verify that the system stops immediately in its current position. 3. If a failure occurs investigate and resolve.	Semi-Annual

AFLIC01-IC	**IN-CAP Annual Filter Replacement 01:** 1. Replace the vacuum sensor filter.	Annually
AFLIC02-IC	**IN-CAP Annual Filter Replacement 02:** 1. Replace Filter Cartridge For Internal Vacuum Pump.	Annually
AFLIC03-IC	**IN-CAP Annual Filter Replacement 03:** Replace Filter Element located inside the Vacuum Pump.	Annually

Title: Packaging and Labeling
SOP#:
Effective Date:

PURPOSE

The purpose of this procedure is to provide an overview of the packaging and labeling process of finished unit doses. The practices outlined in this SOP are general in nature. Specific instructions for packaging and labeling of dosage units will be available in packaging records and SOP's specific to the type of package and dosage form.

SCOPE
This procedure applies to the packaging and labeling of all dosage forms produced at North Country Roots (NCR).

GENERAL POLICY

- All packaging items will be checked and signed in before packaging operations begin.
- Components will be checked for Batch numbers, stock numbers, description, etc.
- Packaging checks will be performed periodically throughout run.
- At least one complete package will be checked to ensure proper placement of each component and correct packaging lot/batch number an expiration date.
- Packages will be sealed with tamper resistant closures.
- Packages will be labeled with thermal labels generated by a tracking system.
- Labels will be applied at the manufacturing facility, be easily readable, firmly affixed and include:

(1) the name, address and registration number of the registered organization
(2) the medical marijuana product form and brand designation;
(3) the single dose THC and CBD content for the product set forth in milligrams(mg);
(4) the medical marijuana product lot unique identifier (lot number or bar code;
(5) the quantity included in the package;
(6) the date packaged;
(7) the date of expiration of the product;
(8) the proper storage conditions;
(9) language stating:
(i)"Medical marijuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient";
(ii) "Keep secured at all times";
(iii) "May not be resold or transferred to another person";
(iv) "This product might impair the ability to drive";
(v) "KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marijuana product is being given to the child under a practitioner's care"); and
(vi) "This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician."

- Thermal labels will have a barcode which will allow for tracking of all movement.
- Bar code scanning equipment will be tested for accuracy by running altered bar codes through the scanner.

Title: Packaging and Labeling
SOP#:
Effective Date:

- Bar code scanning equipment will be challenged to ensure the scanning device is functioning properly and that the packaging components verified by the equipment are the correct ones base on the specifications for that package.
- Finished packaged product Acceptable Quality Level (AQL) inspections will be performed.
- Formal training will be provided on inspection procedures and importance of inspection methodology.
- Sampling for AQL's and AQL inspections are based on American National Standard Institute (ANSI) Standard Z1.4. General Inspection Level II will be used for all AQL inspection sampling.
- Numerical AQL values will be established for all products.
- Critical Defects will be reported to management.
- Non conforming inspection results will be investigated per Incident Reporting SOP.

APPENDICES

None

ATTACHMENTS

None

HISTORY OF REVISIONS

VERSION/DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
Version 1.0/	Initial Issuance

Plant Material and Medicine Waste Management Destruction

Standard Operating Procedure

1.0 Scope

This document is created to ensure that NCR production workers handle medical marijuana production waste efficiently, safely, and in compliance with NCR and NYS DoH rules and regulations. It contains the steps taken from marijuana being declared as waste through its transition to an inert, organic waste that can be safely mixed into other waste soils.

2.0 Plant or medicine declared as waste

Marijuana and medicinal marijuana shall be declared as waste under the following conditions:

- It has fallen on the floor, been contaminated or has been declared unsuitable by production staff.
- It is spent plant material from the extraction process.
- It is medicinal marijuana that has been returned by: patients or the dispensary due to damage or expiration
- The medical marijuana has been recalled.

3.0 Overview of Transition Process

The plant and medicinal waste is shred and placed into a proper fermenter. A powder consisting of wheat bran base inoculants is added and dispersed throughout the mixture. The material is left alone for 7-14 days in a sealed fermenter.

The fermenting conditions kill seeds and pathogens including E. coli and Salmonella. No methane is produced because the pH shifts to a mildly acidic profile as material is metabolized. Methanogens, the organisms that produce methane can't survive under these conditions.

4.0 Equipment Requirements for On-Site MMJ Waste Cycling (Disposal)

In the NCR production facility, a dedicated area for processing is established in order to keep waste operations away from other departments and to ensure that all activities related to this process is captured on video camera.

A **shredding unit** will be put into position so that all inoculated shredded material ideally falls directly into the fermenter. The fermenter is then set aside with a sealed lid equipped with a safety pressure release valve cassette. The minimum number of fermenters is two per site as one fermenter is completing the pickling process while the second is being filled. This allows the operator to continuously run and process waste without any interruptions.

Shredding Units:

55 gallon HDPE fermenters measure 23 inches in diameter and stands 36 inches in height. A number of compact dollies are available making moving a full fermenter a simple task.

Table 1. Number of fermenters and consumables requirements for a fixed volume of marijuana waste disposal per month			
Waste volume in tons	**55 Gallon HDPE Fermenter**	**Required Consumables per Month**	
		#BCM 25 lbs.	**Gallons of Accelerant**
1	**5**	**1**	**1**
2	**9**	**2**	**2**
3	**14**	**3**	**3**
4	**18**	**4**	**4**
5	**23**	**5**	**5**

4.0 Supplies Needed

Table 2: List of essential materials to properly process marijuana waste	
Material	**Notes**
Vinegar	Use to adjust fermenter only if the pH >6.0
Bokashi culture mix	25 lbs will process 1 ton of waste
Accelerant	1 gallon will process 1 ton of waste
MJ Granulating Machine	Directs waste to fermenters, inoculates waste
Fermenters	HDPE 55 gal band clamp/safety pressure release cassette

Vinegar

Vinegar is a simple and effective way of lowering the pH if it is required. It is inexpensive, non-toxic, and easy to use. Any kind of vinegar can be used as it is only used to lower the pH. Depending on how much ammonia or other basic materials are in the waste the operator will add vinegar to the fermenter to bring the pH into a range between 4.0 and 6.0. If the pH is above this level fermenting will be less efficient and likely will not work if it is greater than 6.5.

Bokashi Culture Mix

Bokashi culture mix can be obtained in bulk. It is one of the consumables used in the recycling process and it is inexpensive. The general formula for processing is 25 pounds of culture mix per ton of waste processed.

5.0 Collection of Marijuana Waste

All departments in the production area shall possess a resealable tote container labeled, “WASTE” which shall be kept in an area that marijuana or medicinal marijuana is worked with. Whenever a department has waste to be processed, it shall be put in that tote and the security department shall be notified that waste needs to be collected for processing.

Waste product that has been collected in previous shifts but has yet to be processed shall be stored in 55 gallon fermenter barrel, held inside a DoH approved vault and shall only removed from the vault by a Security Officer, to either add more waste or begin the disposal process.

If waste has been reported by a department, one (1) half hour before the end of a shift:

- A Security Officer will report to the designated waste area with a previously stored 55 gallon fermenter barrel from the vault or will retrieve a clean barrel already in the processing area.
- All departments that have waste to process shall report to the designated waste processing area with their waste tote to transfer custody of the waste product.
- Plant waste will be weighed and recorded in the seed to sale tracking system. Medicinal marijuana waste that is brought in for disposal shall have lot numbers, unit amounts and reason for disposal recorded in the seed to sale tracking system.
- The waste will be run through the shredding unit, as directed below and placed in the fermenter barrel. If after all departments have disposed of that shift's waste, the container is filled to a point four (4) inches from the top of the barrel, the contents shall be deemed ready to be processed using the method described later in this document. At that time, either:
    - the disposal process will begin, or
    - the barrel will be sealed using a tamper-evident locking device and returned to the storage vault, to be processed at a later time.
- If the contents do not reach a point four (4) inches below the top of the barrel, the container will be sealed and returned to the storage vault for processing at a later time.

6.0 Protocol for processing Marijuana waste

1. The production worker assigned to process the waste shall call or radio the security office to request an officer to be assigned to the designated waste treatment area. A Security Officer must be assigned to witness the event.
2. Locate the marijuana granulating machine in the designated waste treatment area. Lock the wheels and attach the stair platform to the machine with the hinge gate locking unit.
3. Plug the machine into a 220 volt outlet.
4. Gather marijuana waste in bins or as stocks including root balls. Remove rocks and heavy clay from the root balls and remove as much soil as possible and cut to size to fill the hopper.
5. Wear eye and ear protection.
6. Place the fermenting barrel or carton to collect minced and granulated waste below the machine stand. Push the barrel so the curtain on the stand is centered over the barrel.
7. Start the machine and granulate all waste filling to within 4 inches of the top of the barrel.
8. Replace the filled container with an empty one.
9. Label the filled barrel with the time and date
10. Add 1.6 lbs of culture mix and 250ml of accelerant to a 5 gallon bucket
11. Fill the bucket with 5 gallons of water
12. Pour the liquid slurry of culture mix, water and accelerant over the minced material in the barrel to wet all material and inoculate as the solution travels through the waste
13. Repeat Activity 9-11 twice so that 15 gallons of slurry have been put into the fermenter
14. Obtain a small amount of fluid from the fermenter and test with a pH meter or tape. Confirm the pH is below 6.0
15. Seal the fermenter using the band clamp lock and check that the safety pressure valve is in place.
16. Record the ID for the fermenter in a log book and the date fermenting started. Each barrel lid has its own ID number or label
17. Allow at least 10 to 14 days at room temperature
18. After fermenting check the pH to be certain it is below 6.0
19. If so, the process is complete. Notify the Inventory Manager, who will contact the authorized entity and arrange pickup of the inert waste.

Title: Facility Cleaning and Safety Practices
SOP#:
Effective Date:

PURPOSE

This procedure states the basic cleaning and safety practices for all employees, contractors, and visitors at North Country Roots (NCR). This procedure applies to all areas of the facility including manufacturing, laboratory, storage, etc. This procedure adheres to NCR's policy of ensuring General Sanitary Practices through out our company.

GENERAL POLICY

The practices outlined in this SOP are general in nature. Additional information about department, room, or equipment specific cleaning and safety practices will be available in processing records, logbooks, departmental procedures etc.

RESPONSIBILITIES

All employees share equal responsibility to follow cleaning and safe work practices every day. Each employee has a personal responsibility to:

- Be a role model for safe behavior.
- Follow all cleaning and safety rules, procedures, and policies.
- Take steps to correct unsafe behavior and unsafe conditions.
- Promptly report incidents; take steps to identify and correct root cause.
- Ensure proper training is provided to perform tasks and/or use equipment safely.
- Know where to obtain, how to use, and how to maintain personal protective equipment.

CLEANING/ HOUSEKEEPING PRACTICES

- Good housekeeping is fundamental to an efficient and safe operation. All work areas must be kept clean and orderly.

- Floors must be maintained in a clean and dry condition. Always use warning cones or other high-visibility devices to warn passersby of slippery conditions until they can be corrected.
- Cleaning of rooms and equipment in manufacturing areas is performed by personnel who are fully trained on the procedure that governs that particular room or piece of equipment and will be documented appropriately in cleaning records/logbooks, etc.
- Visual Inspections/cleanliness checks of all rooms/equipment will be performed after cleaning.
- Access to fire extinguishers, exits, safety showers, eyewashes, and electrical switches and panels must be kept free and clear at all times.
- Do not store tools overhead where they might fall and strike someone below.
- Do not leave tools where they might become a trip hazard.
- Tools, equipment, trash, scrap, and flammable materials must be kept in proper and approved storage containers.
- When possible do not string hoses or electrical cords across aisles and walkways.
- Never leave chairs, wastebaskets, cords, and cables in aisles where they might cause a tripping hazard.

BASIC SAFETY RULES

- Unsafe behavior will not be tolerated and must be brought to the immediate attention of the offender.
- Understand and comply with all established policies, procedures, practices, applicable to their respective duties.
- Horseplay of any kind is prohibited on company property.
- Employees must never operate any equipment or machinery they are not trained and authorized to use.
- All work-related injuries and illnesses, however slight, must be reported immediately to Management.
- Running is prohibited on company property.
- Employees performing hazardous work should not act alone, especially in the laboratories. If off-shift hours are required then arrangements should be made to have a second employee familiar with the task also working.
- Always use handrails when ascending or descending stairs.
- Never leave open desk, cabinet, or file drawers unattended. To prevent the cabinet from toppling, never open more than one file drawer at a time and start filling the file cabinet from the bottom drawer. If necessary, contact Maintenance to secure a cabinet to the wall.

LABORATORY CLEANING/SAFETY WORK PRACTICES

- Laboratory rooms and equipment will be kept clean and orderly.. Equipment, work benches, fume hoods, etc will be kept clean and dust free. Access to safety equipment (eyewash, fire extinguisher, spill kits) will be clear.
- All laboratory reagents, chemicals, solvents etc. must be properly used and labeled, kept organized and stored properly.
- Glass tubing or rods must be cut, bent, and inserted or removed from stoppers only by following the proper procedure. Avoid using force. Always wear leather gloves when working with glass tubing or rods.
- When pipetting, always use a mechanical suction aid. **Never pipette by mouth!**
- Chipped or cracked glass apparatus must be repaired before use. Do not send it to be washed. Glassware damaged beyond repair must be properly disposed of in the specially marked containers.
- Vacuum distillations must have the vacuum released from all parts of the apparatus before disconnecting. Always use safety shields when working with systems under vacuum. Never use thin-walled, flat-bottomed flasks under vacuum.
- Do not store flammable liquids in a domestic refrigerator or walk-in refrigerator unless it is certified to be explosion proof.
- Never leave equipment or glassware with corrosive residue material on it. Rinse all contaminated equipment, glassware, and benches as soon as possible.
- Laboratory fume hoods should be used to remove hazardous gases and fumes whenever possible. Always keep the fume hood sashes closed as far as possible, even when they are not in use. The laboratory door should also be kept closed for optimum functioning of the fume hood.
- Centrifuges should be balanced and the cover locked before operating.
- Safety-glass shields should be used whenever an implosion is possible due to a vacuum related activity, such as filtering or degassing by vacuum, or distilling in glass equipment. Safety shields can also be used in front of chemical reactions.
- When working with materials that are toxic, dusty, irritating, or otherwise hazardous when inhaled, and a fume hood is unsuitable, the correct respiratory protection device for the job being done must be used. Alert co-workers in the area.
- Any spilled biohazard material should be contained and flooded with a suitable disinfectant.

PERSONAL PROTECTIVE EQUIPMENT

In addition to the use of administrative and/or engineering controls, various types of personal protective equipment may be required to perform jobs safely. Head, eye, hand, foot, hearing, and body protection

will be available to all employees. Types of PPE that may be needed include hairnets, safety glasses, gloves, lab coats, earplugs, etc. Specific training when to use PPE will be provided.

- **Hot Water/Steam**; wear hand protection, apron, rubber boots or spats (leg/foot protective covers), and face shield with goggles or safety glasses when working with hot water above 140°F (60°C). Wear hearing protection, hand protection, apron, rubber boots, and a face shield with goggles or safety glasses when working with steam.

SAFE EQUIPMENT USE PRACTICES

- Ladders and scaffolds or lifts must be used for all elevated work. Standing on chairs, tables, boxes, drums, noscos, shelves, or other makeshift platforms is prohibited.
- All ladders more than 10 feet long must be tied off at the base before use to prevent the bottom from sliding or slipping.
- Defective ladders and platforms must never be used.
- When using ladders, the top two steps must never be used to stand on.
- All guards must be in place prior to operating equipment.
- No interlock or safety switch will be bypassed.
- Machines not designed for continuous unattended operation must never be left running unattended.
- Any equipment with frayed power cords, exposed wiring, broken electrical outlets, or other defects/malfunctions must be promptly removed from service and reported immediately repair.
- Hand tools must be used only for their designed purpose. Broken tools or tools with burrs, cracks, mushroomed heads, loose, or splintered handles must be tagged and removed from use.
- Sharp-edged or pointed tools must not be carried in pockets or belts unless the point or edge is protected.
- Goggles are required whenever cleaning with compressed air.

HAZARDOUS WORK SAFE PRACTICES

- Anyone preparing to work on or who is endangered by, equipment that is powered by a hazardous energy source (electricity, steam, hydraulics, gravity, pneumatic power, etc.) must be aware of and follow lockout procedures.
- Only qualified employees are allowed to work on live energized electrical parts or circuits.

SAFE MATERIALS HANDLING PRACTICES

- Always observe correct lifting procedures. When the lift is awkward or heavy, ask for assistance. Whenever available, use material handling equipment (i.e., cranes, hoists, hand trucks, drum lifters/dumpers, power lift trucks, etc.) for awkward or heavy lifts.
- Store empty pallet(s) in a flat orientation (not on their sides).
- Never stand or walk underneath suspended loads.
- When moving materials with manual hand trucks, pull rather than push.
- When not equipped with regulators, compressed gas cylinders must have their caps in place. They must also be secured in an upright position for both transport and storage through the use of straps, bands, or chains. Transport must be only by approved cylinder transport platforms.
- Stored flammable compressed gas cylinders must be separated from oxidizing compressed gas cylinders by at least 20 feet or a 5-foot high barrier with a fire rating of at least 30 minutes (this does not apply to cylinders on welding carts).
- Only trained and licensed employees are allowed to operate powered lift equipment.
- Do not ride on material handling equipment not intended for that purpose (e.g., manual pallet trucks, etc.).
- Oily rags and other flammable materials must be disposed of in approved metal containers.
- Flammable liquids must be stored and dispensed in a flammable liquid storage room or in approved cabinets and containers. All drums and containers of flammable liquid must be bonded and grounded prior to dispensing.

ENVIRONMENTAL SAFE WORK PRACTICES

- All processes or equipment that discharge pollutants into the atmosphere require air permits. Permits are also required prior to any construction or modification that could change the operation, function, or emissions of permitted equipment.
- All equipment requiring air permits must be operated in accordance with the conditions and terms contained in the permit and other regulatory constraints.
- It is prohibited to discharge organic solvents, oils, and other hazardous materials into the sewer system.
- Always follow safe disposal procedures for hazardous materials.

HISTORY OF REVISIONS

VERSION/DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
Version 1.0/	Initial Issuance

SECTION 7 - Quality assurance plans

Title: Quality Plan and Policy
SOP#:
Effective Date:

PURPOSE

The purpose of this procedure is to outline the Quality Plan, Responsibilities, and Reporting Relationships for North Country Roots (NCR) to ensure Product Quality Assurance.

SCOPE

This procedure applies to NCR activities including but not limited to: production, testing, and distribution of NCR products.

QUALITY POLICY

Quality is responsible for approving or rejecting all procedures or specifications impacting the identity, strength, quality and purity of drug product.

All products for which the site is responsible will be manufactured, tested, stored, distributed and dispensed in a manner that ensures the products meet expectations of customers and are in compliance with all internal standards, procedures and regulatory requirements during manufacture, at time of disposition and throughout the shelf life of the product.

Site Quality provides operational mandates for achieving quality and compliance at the site; it also oversees the management of quality systems and ensures local and regulatory requirements are met.

Quality ensures that:

- Only those products that meet all standards and requirements shall be dispositioned. The standards for products are found in their respective product specification source documents. The requirements of the source documents may be translated into Master Batch Records, Packaging records, Laboratory documents, etc.
- If a product fails to meet a standard or requirement, an investigation shall be conducted and documented to determine if the product will meet all shelf-life standards and requirements prior to disposition.
- Any distributed market product that is shown to not meet expected standards throughout its shelf life will be evaluated and appropriate market action and regulator notice will be executed.
- Monitoring processes shall exist that confirm the continued quality of all products and processes. Such monitoring consists of routine testing, in-process testing, routine checks during manufacturing or packaging, stability testing, and annual product reviews.
- All personnel shall act in accordance with all policies and procedures.

QUALITY AND COMPLIANCE REPORTING RELATIONSHIP

Site Quality is an integral part of the Site Operations. The President, Vice President (Manufacturing and Dispensary Operations), Vice President (Security, Logistics and IT) and Director of QA, QC and Laboratory Operations are mutually accountable for quality performance.

The Director of QA, QC and Laboratory Operations reports to the Vice President (Manufacturing and Dispensary Operations). The Vice President (Manufacturing and Dispensary Operations) and the Vice President Security, Logistics and IT report to the President & CEO. A copy of the current organization chart is maintained on site.

RESPONSIBILITIES

The President & CEO:

Is responsible for all aspects of performance, including quality. This includes, but is not limited to, providing leadership and direction regarding the following: site objectives and planning, Human Resources Policies, staff needs, budget, assuring that staff, facilities, and services are provided for the Quality Unit.

The Vice President (Security, Logistics and IT):

Is responsible for the security and inventory control for all stages of production including grow, manufacture, transportation, dispensing, etc. Working with the Vice President (Manufacturing and Dispensary Operations) and quality on any incidents that may impact the identity, strength, quality and purity of the drug product, including but not limited to theft and diversion.

The Vice President (Manufacturing and Dispensary Operations):

Is responsible for, but not limited to, the following: provides leadership to site quality organization, working with the Director of QA, QC and Laboratory Operations to make decisions on significant site quality issues, compliance matters, regulatory inspections, developing and maintaining the Quality Unit's budget and staffing levels necessary to fulfill quality responsibilities, leading the selection process for Quality Unit positions, assurance of training and performance assessments, developing quality objectives consistent with site objectives.

The Director of QA, QC and Laboratory Operations:

Is responsible for:

- Approving or rejecting all production materials, including all raw materials, components, product containers, closures, in-process materials, rework and reprocessing of materials, packaging materials, labeling, and final products.
- Reviewing and approving all procedures and specifications impacting the identity, strength, quality, and purity of the drug product.
- Reviewing and approving Master Production, Packaging and Cleaning records.
- Reviewing and approving executed production and packaging records to assure no errors have occurred or, if errors have occurred, that they have been fully investigated.
- Reviewing and approving all testing methods and laboratory equipment.

- Assuring an effective system to review and approve changes that might impact product quality is established and maintained. (Change Management)
- Assuring that there is a program established and maintained for suitable and adequate inspection, sampling, and testing of materials. Approving batch records, procedures, specification and test methods that govern the inspection, sampling, and testing (including monitoring) of products.
- Assuring that an effective system for the investigation and resolution of deviations and out-of-specification results applicable to the laboratory and manufacturing operations is established and maintained.
- Assuring that a program for reserve samples is established and maintained.
- Assuring that an effective stability program is established and maintained.
- Assuring that a program for product complaints, complaint handling and adverse event process overview is established and maintained.
- Assuring that Annual Product Reviews, when applicable, are completed and on schedule.
- Assuring that an effective audit program is established and maintained.
- Assuring that a system for prompt notification to management and regulatory agencies is established and maintained.
- Assuring that an effective recall and/or product withdrawal program exists.

REFERENCES

Laboratory Investigation SOP
Incident Reporting SOP
Product Complaint/Adverse Event SOP
Product Recall SOP

HISTORY OF REVISIONS

VERSION / DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
Version 1.0/	Initial Issuance

SECTION 8 - Returns, complaints, adverse events and recalls

Title: Incident Reporting
SOP#:
Effective Date:

I PURPOSE

The purpose of this procedure is to outline the documentation/notification requirements and roles/responsibilities when unplanned incidents related to any North Country Roots activities occur.

II SCOPE

This procedure applies to all reportable events including contamination, variances, unplanned deviations and discrepancies identified in manufacturing, packaging, dispensing, transportation and any support functions (e.g. calibration, receiving, complaints, destruction of product, security, etc.) as they pertain to production, testing, packaging, distribution and/or support of North Country Roots (NCR) products.

III RESPONSIBILITIES

All colleagues shall immediately communicate incidents to Quality. The Vice President NCR will report all dispensing errors to the DOH within 24 hrs.

Quality

- Assesses unplanned incidents for the potential impact to the product.
- Performs classification of events.
- Notifies immediately the Vice President (Manufacturing and Dispensary Operations) upon awareness of all unplanned incidents that may need regulatory notification.
- Determines if any hold action is required for material and/or products.
- Determines if an immediate action of any activity is required including stopping processing.
- Reviews events for accuracy/completeness, and approves.
- Trends events.
- Ensures the events and Corrective and Preventative Actions (CAPA) are tracked until completion.
- Ensure CAPA taken are verified that such action is effective and prevents recurrence of the issue.

IV EVALUATION, CLASSIFICATION, AND NOTIFICATION

Evaluation

1. When quality has determined that an incident has occurred and Event Report (ER) shall be initiated within one (1) business day from the date of discovery of any unplanned incident.

   Note: The Date of Discovery is defined as the date when the incident is initially discovered or observed. The date is not dependent upon confirmation or verification by a second party.

2. Quality along with a colleague from the department where the incident occurred and other subject matter experts(SME's) as needed shall perform a risk evaluation and document within three (3) business days from the date of discovery the determination of whether the incident is an event or a deviation (See classification below) in the ER.

Classification

1. Quality shall establish a system that classifies unplanned incidents as Events (ER) or Deviations (DR).

   - Events: Unplanned incidents that do not have a potential impact to product quality or regulatory filings, and the root cause is known within three (3) business days from the date of discovery of the event. Events shall be documented within an ER and are used for tracking and trending purposes, and typically require minimal investigation. If a trend is identified, a separate trend DR should be initiated.
   - Deviations: Unplanned incidents that have potential impact to product quality, or regulatory notification. Deviations shall be documented within a DR.

2. An Event becomes a Deviation if any of the following criteria are met:

   - Identification of potential notification to regulatory.
   - Identification of potential for impact on the quality of the product/material including safety, identity, strength, and purity.
   - Identification of potential impact to validation and/or verification.
   - Identification of stability impact.
   - Identification of impact to other lots potentially affected via shared components, materials, equipment, or processes.

   NOTE: Quality shall review and document within the report the classification of the report as an ER or DR within three (3) business days of the date of discovery.

Notification

1. Quality shall review and document within the report the need for regulatory notification within **24 hours** of the date of discovery. Examples of incidents that may require regulatory notification:

   a. Any significant chemical, physical, or other change or deterioration of the product.
   b. Confirmed OOS on stability or during complaint investigation testing or with impact on market product.
   c. Significant trends for complaints.
   d. Confirmed Expedited Complaints.

e. Labeling/Expiration date errors.

f. Finished product contamination (microbiological or physical).

V. GENERAL INFORMATION FOR ER's and DR's

A. Area/Equipment/Material Control

1. If a compliance risk is identified, product still within company control should be immediately quarantined.
2. Area/equipment/material review is performed during the initial assessment of the incident by quality to determine if additional control for all areas/equipment/material impacted as necessary to ensure the area/equipment/material is controlled. It should be clear in the ER/DR and through communication what type of activities are allowed while the area is under quarantine; some activities may be needed to return the area to a state of control such as cleaning, calibrations and maintenance. Quality makes the final determination for what activities are allowed in a quarantined area, and is responsible for communicating this determination to applicable personnel.

B. CAPA and COMMITMENTS(CMT's)

1. CAPA taken shall be verified to ensure that such action is effective and prevents recurrence of the issue.
2. Due date assignments for any CAPA performed under a CMT should be appropriate for the seriousness of the event. Critical events require immediate corrective action, and evaluation of the corrective action must be performed prior to closure of the DR.
3. List immediate and/or long term CAPA with assigned responsibility and target completion dates through child CMT's prior to closure of the ER/QAR.

C. Lot Disposition

1. Quality makes the final decision on lot disposition.
2. Final disposition of a batch/lot shall not be assigned until the ER/DR has received final approval.

D. Historical Review

ER's/ DR's:

1. Review for trends (Prior Events/Similar Events): Includes an assessment of the frequency of occurrences as they relate to a reportable event and/or root cause, functional area, product, personnel and/or equipment in order to determine whether or not a trend exists. State specifically if there is a trend or not based on the assessment.
2. The depth of trending should be based on the complexity of the event. Queries may be performed on the type of event (i.e. documentation error) and the personnel involved (i.e. Operator / Analyst).

3. Document the criteria used for the query including the timeframe as applicable to the frequency expected, and at a minimum one (1) year is recommended except for seasonal or periodic events. Lesser or greater time frames shall be justified in the notification.

4. Document the total number of similar ER's/DR's found and whether they are related to the current event or not.
5. If a trend is identified document the rationale in the ER/DR and ensure a separate DR is initiated to address the trend. A trend is a pattern that includes an increase in the expected frequency or occurrence of an unplanned incident.

E. Cancellation of an ER/DR

1. If during the ER/DR process, it is determined that the incident was actually not an event/deviation, the Lead Investigator puts justification for cancellation in the description section of the report.
2. The report can then be routed for to quality for cancellation.

F. Re-opening of a Completed ER/DR

1. If it is determined that a completed ER/DR needs to be re-opened, quality is responsible for ensuring the ER/DR is opened in a timely manner.
2. Amendments/Changes are required if changes are not minor (clerical), or additional information must be added. Additional information added to the report shall be clearly identified with the date added.
3. Amendments to previously approved reports require approval by the same level of authority that approved the original report.
4. When quality re-opens the report a comment should be made noting why the report is being reopened. Consideration shall be given to assess the potential impact any amendment has on production materials/equipment/areas/processes/procedures and batch disposition.
5. The amendment/change to the report is expected to be completed on the same day as it is reopened.

G. Filing of Investigations

1. Investigations will be filed per site procedure.

VI EVENT INFORMATION

A. General

1. An event is an incident limited in nature with sufficient evidence that the process has remained in an overall state of control.
2. If another event occurs that pertains to the same reportable event and has the same root cause, it can be covered under the original report; but each event must be clearly taken into account independently during the trending (historical review).

    a. If a different reportable event or root cause is determined, a separate ER is required (either as a child or stand alone ER) to allow for trending.

3. Events shall be assigned a unique tracking number.

4. ER's shall follow the DMAIC (Define, Measure, Analyze, Improve and Control) approach. See Attachment No. 1 for documentation requirements.

B. The Initiator will:

- Assign a tracking number to the investigation.
- Ensure the final ER contains all the requirements (Attachment No. 1).
- Attach supporting documentation and summarize them within the ER.
- Sign and Date the Event Author section of the report.
- Forward to Quality Reviewer for Approval.

C. Timing/Extensions

1. Event notifications should be completed within **seven (7) calendar days** of initiation. Exceptionally ER's may be extended past the 7 calendar days with justification documented within the ER by quality but should not exceed **thirty (30) days** from initiation unless routed to a DR. The extension shall include the current status of the ER, the reason for the delay in the completion, and the expected date of completion.

D. Quality Approver will:

1. Review and perform final close-out of the ER by confirming that all actions (including CAPA) are complete and documented, or are being followed up under linked child commitments.

VII DEVIATION INFORMATION

A. **General**

1. Deviations shall be documented in a DR and assigned a unique tracking number.
2. DR's shall follow the DMAIC (Define, Measure, Analyze, Improve and Control) approach. See attachment 2.

B. **The Initiator will:**

- Assign a tracking number to the investigation.
- Ensure the final QAR contains all the requirements (Attachment No. 2).
- Root Cause methodologies using the five (5) why's in conjunction with PEMMES (Personnel, Equipment, Methods/SOP's, Materials, Environment and Systems), or Fishbone Diagram should be used routinely to correctly identify the primary and secondary root causes.
- The report should contain a final statement regarding primary and secondary root cause(s) or substantiated probable root cause(s).
- Attach supporting documentation and summarize them within the DR.
- Sign and Date the Deviation Author section of the report.
- Forward to Quality Reviewer for approval.

C. **Timing/Extensions**

1. DRs shall be approved within thirty (30) calendar days from date of initiation. If the DR cannot be approved by that time an extension not to exceed thirty (30) calendar days, shall be approved by quality under a due date extension request. The extension shall include the current status of the DR, the reason for the delay in the completion, and the expected date of completion.
2. If DRs require any additional due date extensions the approval by NCR Vice President is required.

D. **Approvals/Closure**

1. Quality shall perform the final approval and closure of the DR.
2. Quality shall:

    a. Confirm that all CAPA were completed and documented, and/or that child CMT's are created and in progress to track completion.
    b. Ensure the report contains a final statement/conclusion regarding impact to quality and/or regulatory notification.
    c. Ensure there is a final statement/conclusion regarding disposition (release, reject, reprocess, rework, or lot disposition not required).
    d. Sign and date the Deviation Report Approval section of the report

ATTACHMENTS
Attachment No. 1 – Event Report Element Requirements
Attachment No. 2 – Deviation Report Element Requirements

FORMS
Form XXXX – Event Report Template Form
Form XXXX – Deviation Report Template Form

HISTORY OF REVISIONS

VERSION/DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
1.0	Initial Issuance

Attachment No. 1 – Event Report Element Requirements – Page 1 of 1

Incident Description

- Description of the incident.
- Date and time of the incident if known .
- Who was involved.
- Identification of material or product description involved.
- Date of discovery.
- Description of initial scope and supporting rationale (document if other lots are potentially affected via shared components, materials, equipment, or processes).

Immediate Actions

- Identify who was notified of the event.
- Identify steps taken immediately to limit scope, or prevent area/product/equipment impact.

QA Review and Rationale

- Document if the issue has the potential for Quality impact.
- Document if you can exclude impact to market product.
- Document need for regulatory notification.
- Document ER or DR classification with supporting rationale.

Root Cause Identification

- Document Root Cause.
- Identify primary and secondary root cause(s) if applicable with supporting rationale.

Historical Review:

- Document criteria used for query, including the frequency.
- Document findings, including events found to be related.
- Identify if previous incidents or a trend is identified, with rationale.

Corrective Action

- List immediate and/or long term corrective actions with assigned responsibility and target completion dates through CMT's agreed upon and placed in progress prior to closure of the ER

Preventive Actions (if applicable)

- List applicable preventative measures with assigned responsibility and target completion dates through CMT's agreed upon and placed in progress prior to closure of the ER.

Conclusion: Final comments

- Quality approver review and approval that information is accurate, complete and acceptable as an event.

Attachment No. 2 – Deviation Report Element Requirements – Page 1 of 2

Incident Description

- Description of the incident.
- Date and time of the incident if known.
- Identification of material or product description involved.
- Who was involved.
- Date of discovery.
- Description of initial scope and supporting rationale (document if other lots are potentially affected via shared components, materials, equipment, or processes).

Immediate Actions

- Identify who was notified of the event.
- Identify steps taken immediately to limit scope, or prevent area/product/equipment impact.

QA Review and Rationale

- Document if the issue has the potential for Quality impact.
- Document if you can exclude impact to market product.
- Document need for regulatory notification.
- Document classification as ER or DR with supporting rationale.

Investigation Summary Field:

- Investigation details, findings and all lots potentially affected.

Root Cause Analysis Field:

- Identify methodology used to identify root cause.
- Provide Root Cause analysis.
- Contain a final statement regarding primary and secondary root cause(s) or substantiated probable root cause(s).

Historical Review Field:

- Document criteria used for query (time frame, and key words, etc).
- Document outcome and identify trends.

Corrective Actions Field:

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- Document immediate and /or long term corrective actions with assigned responsibilities and target completion dates linked to initial investigation as a child CMT.
- If applicable, preventative actions with assigned responsibilities and target completion dates linked to initial investigation as a child CMT.

Attachment No. 2 – Deviation Report Element Requirements – Page 2 of 2

Impact Assessment Field:

I. Scope (final)

- Description of final scope with supporting rationale (product, materials, personnel, equipment, systems).

II. Product Quality Impact (Conclusion)

- Contain a final statement regarding product quality for a lot/batch or system, with supporting rationale for determination of product quality impact. Include a product impact statement for all objects in scope Use a layered argument which may include related quality and operations checks in place.
- Contain a final statement regarding regulatory notification (Any decision regarding the need for any regulatory alert notification for a batch/lot already approved and distributed).
- Address if any additional regulatory notifications were made after the initial review.

Recommended Disposition Field:

- Contain a final statement regarding disposition (e.g. release, reject, reprocess, rework or lot disposition not required) of a lot/batch.

Review Task Field:

QA Review and Rationale

- Quality review and approval that information is accurate, complete and acceptable.

Title: Product Complaints/Adverse Events
SOP#:
Effective Date:

I. PURPOSE

The purpose of this procedure is to support the processing of Product Quality Complaints at North Country Roots (NCR). This procedure provides an overview of the process and specific steps to investigate and trend product quality complaints and Adverse Events (AE) received at NCR.

II. SCOPE

This procedure applies to product quality complaints for products manufactured, packaged, and distributed by NCR. Product Quality Complaints include any communication to NCR that alleges a quality defect on a product, its labeling, or packaging after finished product release. Complaints may include defects reported from customers or defects noted by dispensaries.

III. PRODUCT COMPLAINT, CLASSIFICATIONS, PRIORITIES AND INVESTIGATION DECISIONS

A) **Classification and Priority**

1. The class and subclass of a complaint describes the nature of the complaint and is used for trending purposes. Classification codes are assigned by quality. See appendix 1 for class/subclass list.

Note: Adverse Events are included under the External Cause Investigation Class

1. The Priority determines the timeliness for the complaint relative to the level of risk and is assigned by Quality.
2. Complaint Priorities may be assigned as follows:
   a) **Expedited** is assigned to complaints that if confirmed could pose a health risk to patients and/or could lead to recall or regulatory notification. Examples include, but are not limited to: reports for out of specification results, evidence of microbial contamination, observed chemical or physical changes that indicate degradation of the product, notification of product tampering, and instances where the drug product or its labeling are mistaken for or applied to another drug product.

      Preliminary Expedited investigation due 24 hours days after receipt. Final Report is due 45 days after receipt at site. Expedited complaint samples must be evaluated within one (1) business day of receipt. Management must be notified as required whenever an expedited complaint has been confirmed and/or could potentially result in Recall. Each expedited complaint will be evaluated to determine whether regulatory reporting is required. If required, notification shall be issued within 24 hours from complaint notification.

   b) **High** is assigned to complaints that do not qualify as Expedited, but may need to be processed faster for other reasons such as state regulatory requirements.

      Due date for a high priority complaint maybe greater than 15 days and less than 45 days.

c) **Normal** priority is assigned to all other complaints.
Due date is 45 days after receipt.

B) **Complaint Investigation Decision**

1. All Expedited and High priority complaints with a valid lot number shall be investigated. Normal priority complaints are assessed by quality to determine if an investigation is required.
2. Complaints on expired product are assigned normal priority:
   a) When the reporter indicates the product was administered prior to expiration.
   b) When the nature of the complaint is unrelated to product stability (e.g. contamination, alleged mix).
3. Complaints without a valid lot number:
   a) Shall not be investigated unless requested by the DOH or quality.
   b) Shall be evaluated for the potential seriousness of the complaint and possible alternate means of identifying the scope of the investigation.

IV. RESPONSIBILITIES

A) **Quality Responsibilities**
Evaluate, document, investigate and approve product complaints received from customers or dispensaries. This includes monitoring completion of investigations per specified timelines.

The following activities are required to be completed by Quality:

1. Routinely monitor incoming complaints.
2. Review all complaints and assign complaint class/subclass and priority.
3. Determine if an Investigation, Recall or other Regulatory notification needs to be initiated at time of receipt of the complaint or the complaint sample, or any time during the complaint evaluation. If an Expedited, High or Normal priority complaint is received at the site which may require one of the above mentioned tasks, immediately notify Vice President NCR.
4. Investigate Expedited Complaints on a priority basis.
5. Alert Vice President NCR within one business day of being informed about investigation results that corroborate expedited complaints or testing that produces an Out of Specification (OOS) result.
6. Determine when analytical and/or physical testing of a product complaint or retention sample is required.
7. Perform Trending Activities. Refer to Trend Section of this Procedure for further details.

8. Maintain any locally generated records associated with the complaint investigation in accordance with site record retention requirements.
9. Elevate individual complaints which pose a health risk to patients, requiring market action or requiring regulatory notification to Vice President NCR.
10. Recurring complaints for a specified lot or product must be brought to the attention of Vice President NCR for determination if regulatory notification is required. At a minimum, recurring complaints with a link to AE's and those that represent a significant compliance issue must be brought to Vice President NCR.

V. PERFORMING THE COMPLAINT INVESTIGATION

The Site Investigator will perform a complaint investigation of sufficient detail to address the complaint using the complaint template (FORM # XXXXX). The evaluation must include the following elements, where appropriate. If any of these elements are not applicable based on the nature of the complaint, rationale for why they are not applicable will be included in the report.

A) **Scope Assessment:**

1) List all relevant lot numbers from all products, intermediates, and components that will be included for trending purposes.
2) Based on the cause of the complaint, impact to other products, equipment, components, etc. should be considered.
3) It must include documented evidence/rationale for limiting the scope of the investigation to the products and lots specified within the complaint record.

B) **Regulatory Notification Requirement:**

1) May be required for adverse events and total product recall, and shall be issued within twenty-four hours of their occurrence.
2) Document the assessment for whether regulatory notification is required.
3) Document rationale if assessment determines that regulatory notification is not required. This rational should include any required information to support why notification was not sent.

C) **Complaint History:** Perform trending within the complaint investigation.

1) Perform individual trending on the number of complaints on product and/or Batch or Lot for the product sharing the same or similar complaint classification/sub-classification. Three complaints on a lot with the same sub-classification will trigger an evaluation of a potential trend. Justification for initiating or not initiating a trend investigation will be documented in the complaint investigation. The evaluation for Lack of Effect complaints will be documented in the complaint investigation, as potency verification testing on a retention

sample is performed on the first complaint received on a lot and subsequent complaints do not require a complaint investigation unless warranted.(See section V, 7B)

i. This is achieved by performing the following two queries:

a) Lot number and

b) Product and Classification/Sub-classification.

b) Product/Classification trending consists of a two year period to allow for year to year comparison.

c) If appropriate, perform trending for other packaged lots derived from the same bulk batch.

d) A statement and rationale must be documented within the investigation indicating whether the complaint history represents a trend.

D) Batch/Process and Investigation Record Review – Review process records and any related investigations.

1) Identify the records to review, keeping in mind the nature of the defect, and focus the review on those areas where the defect may have occurred, been identified, and where there are controls in place to prevent the defect.

a) Documentation shall include a description of the controls that are in place to prevent or detect the reported complaint defect.

b) Minimally, the batch documentation and records related to controls intended to prevent or detect the reported defect (including any challenge checks and controls) must be reviewed to confirm that challenge checks and controls were performed as described in the batch documentation and procedures for the batch/lot in the scope of the complaint.

2) Manufacturing and laboratory investigations associated with the reported batch/lot must be reviewed. Any investigations that are potentially related must be summarized in the investigation.

E) **Release Testing Review:**

1) Document original release test results applicable to type of complaint, e.g. Potency results for lack of effect complaints.

F) Returned Complaint Sample:

1) **Complaint Sample Evaluation**

a) All complaint samples returned to the site will at minimum be visually examined with respect to the original release criteria for the product and a visual identity check.

b) Complaint samples, by nature, have been subjected to unknown conditions, mailed to the company by unknown individuals, and should be handled with caution.

c) The complaint sample will be opened in a laboratory environment using the PPE and safety precautions appropriate for the product. If the sample is suspected to pose a chemical or biological hazard, it should be opened in a laboratory fume hood.

d) Upon receipt of the complaint sample, identify the complaint file associated with the sample and perform a preliminary evaluation of the sample. (Expedited priority samples must be evaluated within 1 business day).

e) Indicate any special storage requirements, if applicable (i.e., if not ambient room temperature) and maintain the sample under those conditions.

f) Any correspondence received directly from the consumer will be attached to the complaint file.

g) Photographs are encouraged, especially if the reported defect is confirmed.

h) Where appropriate to the nature of the complaint, physical manipulations may be performed after visual inspection in order to confirm statements made by the complainant, unless such manipulations will prevent any subsequent analytical testing that may be required for the complaint investigation.

In the complaint investigation, document the items returned (packaging, components, and product), amount and condition of the returned sample, the date received, and the results of the visual examination and any testing performed.

Note: Maintain the complaint samples in a secure location for a minimum of 30 days after the complaint file has been closed. Regulatory may request that they be held for a longer period of time.

2) Testing of Returned Complaint Sample

a) Shall be performed on an exception basis. Evaluation of test results for returned complaint samples shall take the following into consideration

i. Return samples have been subjected to unknown storage and handling conditions, which may impact test results and make it difficult to reach conclusions.

ii. If the complaint has no associated lot number then pursuit of any further investigation or other actions may not be possible.

b) Will not be performed by tasting any complaint sample.

c) Will not be performed on expired complaint samples or on samples eliminated from the body.

d) Shall be limited to those situations when quality determines that analytical, microbiological and/or physical testing is necessary to the complaint investigation.

e) Quality approved testing that is not routinely performed as directed in site complaint investigation procedures shall be documented within the complaint investigation.

f) Analytical and physical testing of returned complaint samples with a known lot number by an approved release testing method shall not be performed. Where the nature of the complaint warrants testing by an approved release method, retention samples shall be used.

G) Retention Samples:

1) Retention Sample Evaluation

a) A visual evaluation will be performed for each complaint for which a retention sample is available, provided such examination will not impact the integrity of the samples and prevent use in support of future investigations.

b) Determine the appropriate quantity of retention samples to evaluate in order to fully address the complaint.

c) Obtain the retention sample(s), and perform a visual evaluation.

i. Evaluate the seriousness of any defects noted in the retained samples. An investigation must be initiated if any of the following apply:

a) In the course of the evaluation, it is determined that the retention sample, including any of its packaging components, is found to be OOS.

b) If the retention sample exhibits a serious defect that may affect the integrity or quality of the product, or pose a significant health risk to a consumer, even if the defect is not a specification.

ii. If a defect is noted, the decision whether or not an investigation is required must be documented in the complaint investigation.

iii. Any retention sample that has been opened or manipulated must be labeled with the complaint reference number, the amount of product or components removed, and initials/date. Retention samples that have had the primary package integrity destroyed will be removed from the retention log and will be labeled and retained as a complaint sample.

iv. After the evaluation is complete, return retention sample (unless the sample has been consumed or compromised).

2) Testing of Retention Samples

a) Testing shall be limited to those situations when quality determines that analytical, microbiological and/or physical testing is necessary to the complaint investigation.

b) Retention samples beyond their expiration date will not be tested.

c) Release data, stability data and/or results from previous retention sample testing that are less than 6 months old from the date the complaint was received may be used in the place of additional retention sample testing on the same lot/batch. This does not apply to potency testing verification.

d) Potency verification testing is required on retention samples for the first efficacy complaint requiring investigation for a lot/batch. Once tested, no further potency testing of the retention samples shall be performed unless a trend is noted for the lot/batch.

e) In situations where the minimum quantity normally required for analytical testing is not available, an assessment may be performed and documented to demonstrate that modification (adjustments to sample preparation, or number of duplicates) will not impact the results of the validated method.

f) Use of analytical methods outside the routine tests (such as for extraneous compounds due to suspected tampering or contaminant identification) may only be performed with approval by quality.

g) If analytical testing is required and will be performed on site, ensure that the testing is documented appropriately.

h) Any OOS results obtained will be investigated per Laboratory Investigation procedures.

Note: Document the quantity of retention samples visually examined. Document the results of all retention sample examinations and testing in the complaint investigation.

H) **Conclusion: Root Cause Analysis and CAPA**

a) Summarize the evidence supporting the most probable root cause.

i. The results of any additional investigations performed at the site must be included as part of the root cause analysis and will be attached to the complaint investigation.

b) All completed corrective/preventative actions taken to address the root cause must be documented.

i. Actions that are not yet complete may be documented as a reference to an outstanding commitment.

VI. COMPLETING THE COMPLAINT INVESTIGATION

The Site Investigator will:

1. Complete the complaint investigation using the complaint investigation template by:
   a) Attaching any supporting documents (such as Manufacturing/Laboratory Investigation reports generated as a result of the complaint under investigation or product trend triggered by the complaint along with, correspondence from the consumer, photographs, etc.)

b) Completing all required fields in the template (i.e.: batch numbers, sample data, root cause and corrective actions).
c) Signing the "investigated by" section of the complaint investigation template.

2. Forward to Quality Reviewer for approval

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The Quality Reviewer will:

1. Review the report to ensure the complaint has been completely and appropriately assessed.
2. If the investigation is incomplete, notify the appropriate Site Investigator that the investigation and/or report require additional work
3. If the report is satisfactory, approve the report by signing the reviewed by. This signature indicates that the approver finds the scope of the evaluation adequate and based on the information available agrees with the conclusion of the investigation.

Appendices

Appendix 1 – Complaint Class/Subclass Classification

Form

General Use FORM-XXXXX – Complaint Investigation Template

HISTORY OF REVISIONS

VERSION/DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
Version 1.0/	Initial Issuance

Appendix 1 – Complaint Class/Subclass

DELIVERY SYSTEM COMPONENT Complaint that has to do with the delivery system component that is used to dose or administer the product.	
Subclass	Description
Applicator/Dauber Assembly/Disassembly Issue	When an applicator or dauber is provided with the product for proper administration and the applicator or dauber cannot be assembled or disassembled following proper procedure in the product use instructions, but no visible defects are noted.
Broken/Cracked/Deformed/Malformed/Does Not Operate As Indicated	When the component provided is cracked, broken, deformed/malformed, or otherwise damaged preventing the component from being operated/used as indicated in product use instructions. Applicable components include applicators, daubers, dropper tips, , spray pumps, inhalers, dosage cups, spoons, medicine droppers, or scoops, etc.
Dose Markings Missing/Illegible/Incorrect	When the component provided with the product for proper administration is missing the dose markings on the component, or they are illegible or incorrect. Dose markings may be indicated in a unit of measure or may be as simple as a fill line showing the proper volume to be delivered. Applicable components include applicators, dosage cups, spoons, medicine droppers, oral syringes, etc.
Dropper Tip/Spray Pump Orifice Too Large/Too Many Drops/ Streaming	Applicable to components included for proper dosing where the tip is reported as having a hole that is too large, is delivering too many drops/too strong of a spray, or causes the product to stream out rather than coming out as individual drops or a fine spray. Applicable components are dropper tips, spray pumps, inhalers, and oral syringes.
Dropper Tip/Spray Pump No Hole/Clogged/Orifice Too Small	Applicable to components included for proper dosing where the tip is reported as having no hole to deliver product through, or as having a hole that is too small to effectively deliver/drop/spray the product, or when the hole is reported to be clogged and nothing comes out. Applicable components are dropper tips, spray pumps, inhalers, and oral syringes.
Incorrect Component Included	Applicable to products where the incorrect

	component was included with the product. Applicable components include applicators, dosage cups, spoons, medicine droppers, oral syringes, etc.
Missing Delivery System Component	When the component is not present upon receipt of product for proper dose delivery. Applicable components are an, applicator, dauber, dropper tip, spray pump, inhaler, dosage cup, spoon, medicine dropper, or a scoop etc.

EXTERNAL CAUSE INVESTIGATION Complaints where the cause is unlikely to be related to NCR production operations, but may require an investigation or tracking for potential notification to a regulatory authority	
Subclass	Description
Adverse Event	Applicable to complaint records created to investigate product lots for possible quality concerns.
Counterfeit	Applicable to complaints from patients or health care providers where there is some evidence to suspect the product may be counterfeit. This subclass may be applied to confirmed or suspected counterfeit product complaints. Note: reports of counterfeit from regulatory or law enforcement authorities are outside of scope.
Diversion	Applicable to complaints from patients or health care providers where there is some evidence that product was sold in a market for which it was not intended. Note: reports of diversion from regulatory or law enforcement authorities are outside of scope
Out Of Specification Results	Applicable to complaints alleging that the product does not meet one or more of its release criteria and the claim is supported by testing that was not performed by or authorized by NCR.
Product Confusion (Product Confused With Another)	Applicable to complaints where any NCR product may be confused with another product (NCR or non-NCR product) due to similar product name, similar labeling, similar packaging, etc. The confusion may or may not have led to medication errors
Tampering	Applicable to complaints from patients or health care providers where there is some evidence to suspect the product may have been opened and re-sealed with the intent to do harm. This subclass may be applied to confirmed or suspected tampering complaints. Note: reports of diversion from regulatory or law enforcement authorities are outside of scope.

MIXED PRODUCT Complaint has to do with more than one product lot contained within a single unit of product.			
Subclass			Description
Mixed Lots of One NCR Product			Applicable to complaints indicating that two lots of one NCR product/strength are mixed.
NCR Product Mixed With Another Product From The Same Site			Applicable to complaints indicating that a NCR product was found mixed with another NCR product that was produced at the same facility.
FILL DEFECTS Complaint has to do with missing product or the fill volume/count of product as compared to label claim. Also Inclusive of fill volume for individual capsules and liquid-gels			
Subclass			Description
Capsule/Liqui-Gel Empty			Applicable to capsule and liqui-gel products where the individual dose is contained within a gelatin capsule and the gelatin capsule appears to be empty with no visible sign of damage or defects that may have caused the contents to leak out
Capsule/Liqui-Gel Low Fill			Applicable to capsule and liqui-gel products where the individual dose is contained within a gelatin capsule and the gelatin capsule appears to be only partially filled or contains less product than normal based on past experience with no visible sign of damage or defects that may have caused the contents to leak out.
Solid Oral Dosage Out Of Sequence			Applicable to solid oral dosage (tablets, capsules, etc.) products that are intended to be taken in a particular sequence (e.g., oral contraceptives, etc.) and the product in the package are not in the proper sequence.
Diluent Container Empty			Applicable to products where a diluents container is supplied with the product for reconstitution to a liquid state and the diluent container is reported as empty with no visible sign of damage or defects that may have caused the contents to leakout.
Diluent Container Under-Filled			Applicable to products where a diluent container is supplied with the product for reconstitution to a liquid state and the diluent container is reported as under-filled or less full than normal based on past experience.

Product Container Empty	Applicable to complaints where the product container is reported as present, but empty.
Product Container OverFilled/Extra Doses	Applicable to complaints where the product container is reported as over-filled, more full than normal based on past experience, or containing more individual doses than claimed on the label.
Product Container UnderFilled/Short Count	Applicable to complaints where the product container is reported as under-filled, less full than normal based on past experience, or containing fewer individual doses than claimed on the label.
Extra Container of Product	Applicable to complaints where the reporter indicates that an entire extra container of product was included (e.g. extra blister strip, extra primary container filled with product, extra medical device, etc.)
Missing Entire Container Of Diluent	Applicable to products where a diluent container is supplied with the product for reconstitution to a liquid state where the reporter indicates that diluent container(s) normally included with the product are not present.
Missing Entire Product Container	Applicable to complaints where the reporter indicates that an entire container of product was not included (e.g. missing blister strip, missing primary container filled with product, missing medical device, etc.)
Fill Defects Not Classified	Applicable to complaints alleging less or more product than expected where none of the existing Fill Defects subclasses is adequate to describe the complaint.

ODOR/TASTE Complaint has to do with organoleptic attributes of the product. Includes all reports Of atypical odor or atypical taste.	
Subclass	Description
Bitter	Odor/taste is described as bitter
Chemical	Odor/taste is described as chemical in nature or similar to a specifically named chemical such as bleach, gasoline, methanol, nail polish, perfume, car exhaust, etc.
Fishy	Odor/taste is described as fishy.
Metallic	Odor/taste is described as metallic
Musty/Moldy/Mildew	Odor/taste is described as musty, moldy, mildew-like or as other verbatim that may convey a similar odor/taste such as wet dog, damp basement, etc.
Odor/Taste Not Classified	Odor/taste complaints where none of the more specific subclasses is not available

Salty	Odor/taste is described as salty.
Sour	Odor/taste is described as sour.
Sewage/Feces/Manure	Odor/taste is described as similar to Sewage, feces, manure or other similar substance.
Spoiled/Rancid	Odor/taste is described as spoiled or rancid. Code may also be applied to complaints where the products is reported to have 'gone bad' based on odor/taste.

PRODUCT APPEARANCE Complaint has to do with the visual appearance of the finished product dosage form.	
Subclass	Description
Solid Oral Dose Branding Concerns	Applicable to all solid oral dose product categories. Oral Dosage – Capsule, Chewable, Disintegrating/Melt, Gelcap, Liqui-Gel, Lozenge, or Tablet/Caplet, where the printed or embossed lettering on the solid oral dose is faded, incomplete or different from past history or from what is described in product literature
Solid Oral Dose Inconsistent/Dull/No Coating	Applicable to all solid oral dose product categories, Oral Dosage – Capsule, Chewable, Disintegrating/Melt, Gelcap, Liqui-Gel, Lozenge, or Tablet/Caplet, that have an outer coating applied to the solid oral dose and the outer coating is described as atypical based on past experience or based on the description in labeling or literature provided with the product.
Solid Oral Dose Misshaped	Applicable to all solid Oral Dosage product categories, Oral Dosage – Capsule, Chewable, Disintegrating/Melt, Gelcap, Liqui-Gel, Lozenge, or Tablet/Caplet, where the solid oral dose is described as misshaped.
Solid Oral Dose Chipped/Broken/Crushed/Crumbled	Applicable to the following solid oral dose product categories: Oral Dosage – Capsule, Disintegrating/Melt, Gelcap, Lozenge, or Tablet/Caplet, where the solid oral dose is described as chipped, broken, crushed, crumbled
Solid Oral Dose Stuck Together/Stuck To Packaging	Applicable to the following solid Oral Dosage product categories: Oral Dosage – Capsule, Disintegrating/Melt, Gelcap, Lozenge, and Tablet/Caplet, reported to be stuck together, or stuck to the container.

Solid Oral Dose Color Atypical	Applicable the following solid oral dose product categories: Oral Dosage – Capsule, Disintegrating/Melt, Gelcap, Liqui-Gel, Lozenge, or Tablet/Caplet, where the color is observed to be different from past experience or different from expected based on product description in labeling or literature provided with the product.
Solid Oral Dose Mismatched Capsule Ends/Missing Capsule Bands	Applicable to Oral Dosage – Capsule and Gelcap products where the ends are normally two different colors, but are reported as the same color. Also applicable to capsules/gelcaps that normally have a band and the band is reported as missing.
Liquids Atypical Color/Cloudy	Applicable to Inhalation, , Oral Dosage, and Topical – Liquid product categories where the color is observed to be different or cloudy from past experience or different from expected based on product description in labeling or literature provided with the product. Additionally, this Includes – Powder, Oral Dosage – Granule/Powder product categories after reconstitution to a liquid state.
Liquids Atypical Viscosity/Thick/Watery/Thin	Applicable to Inhalation, , Oral Dosage, and Topical – Liquid product categories where the viscosity, how resistant a liquid is to flowing, of the product is reported to be different from past experience or different from expected based on product description in labeling or literature provided with the product. Includes complaints where the product is indicated as too thick, too thin or watery. Additionally, includes Injectable – Powder, Oral Dosage – Granule/Powder product categories after reconstitution to a liquid state.
Liquids Crystallization/Precipitation	Applicable to Inhalation, , Oral Dosage, and Topical – Liquid product categories where it is believed to contain crystals or precipitation. Additionally, includes– Powder, Oral Dosage – Granule/Powder product categories after reconstitution to a liquid state.
Liquids Separated/Layered	Applicable Inhalation, I, Oral Dosage, and Topical – Liquid product categories where the product is described to have separated

	into distinct layers. Includes – Powder and Oral Dosage – Granule/Powder products after reconstitution that fully dissolve into solution, but separate over time and that result is not described in product labeling/patient information
Liquids Bubbles/Foamy	Applicable to Inhalation, , Oral Dosage, and Topical – Liquid product categories where bubbles are reported to be hard to remove. . Additionally, includes– Powder, Oral Dosage – Granule/Powder product categories after reconstitution to a liquid state. Does not apply to Topical – Shampoo/Soap since these products are intended to be bubbly/foamy
Liquids Oily	Applicable to Inhalation, , Oral Dosage, and Topical – Liquid product categories that are where the appearance of the product is described as oily. Additionally, includes – Powder, Oral Dosage – Granule/Powder product categories after reconstitution to a liquid state.
Liquids Inhomogeneous Suspension After Shaking	Applicable to, Oral Dosage, and Topical – Liquid product categories that are suspension products and the product use instructions include shaking to obtain a homogeneous solution prior to use, and the reporter indicates that the solution does not become completely homogeneous, will not completely re-suspend, contains agglomerates that do not break up with shaking, or drops out of suspension too quickly

PRODUCT USE ATTRIBUTES Complaint has to do with a product attribute that is most likely noted during administration of the product. Inclusive of efficacy concerns.	
Subclass	Description
Lack Of Effect	Applicable to any complaint where the product user indicates that the labeled pharmacologic effect was not realized after proper use of the product.
Too Potent/Strong	Applicable to complaints where the product is indicated as super potent or too strong.
Oral Dose Dissolves/Disintegrates Before Swallowing	Applicable to oral dose products that are intended to dissolve in the stomach, but dissolve in the mouth before swallowing.
Oral Dose Observed In Stool	Applicable to oral dose products that are

	intended to dissolve in the stomach, but are observed in the patient's stool.

LABELING/CARTON/INSERT Complaint has to do with printed text adhered to, printed on, or laser etched on the primary container Closure that is intended to identify the product, lot or expiry date. Also inclusive of concerns related to Product brand information, warnings, known side effects, use and storage instructions or bar codes That may be included on product inerts/outserts/leaflets and/or on packaging materials	
Subclass	Description
Lot# Or Expiry Is Missing/Illegible/incorrect	Applicable to complaints where the reporter indicates that the lot number or expiry information is not found on the product, is illegible, or is incorrect.
Incorrect/Missing/Illegible Text (Except Lot/Exp/Batch Info)	Applicable to complaints where the reporter indicates that printed text on labeling is incorrect, missing, or illegible.
Missing Insert/Outsert/Leaflet	Applicable to products where an insert, outsert, or leaflet is normally provided with the product, but is reported as missing
Missing Label On Product Container	Applicable to any complaint where the label on the primary container is reported as missing.
Missing Secondary Labeling Unit Carton/Case/Bar Code	Applicable to products that are sold in a labeled or pre-printed unit carton, a labeled case or in packs with a bar code label and the secondary labeling is reported as missing
Color Variation	Applicable to complaints where the reporter indicates that the color of primary or secondary labeling is different from past experience, is faded, or is incorrect
Anti-Counterfeit Feature Missing/Not Functional	Applicable to products that have an anti-counterfeit feature and the feature is reported as missing or not functional.
Scanned Bar Code Indicates Incorrect Product	Applicable to products with bar codes where the reporter indicates that they were able to scan the bar code, but they obtained incorrect product information upon scanning.
Bar Code Will Not Scan	Applicable to products with bar codes where the reporter indicates that they were unable to scan the bar code and obtain the product information

CLOSURE/CAP/LID Complaint has to do with packaging component that seals the primary container.	
Subclass	Description
Cap Cannot Be Opened/Required Tools	User is unable to open cap manually without using tools (e.g. Pliers, hammer, scissors)
Cap Loose/CRC Cap Opened Without Engaging Mechanism	A cap that does not properly close/seal a bottle; is visibly loose on the bottle. The ability to remove the cap without engaging the CRC mechanism or CRC was not functioning (e.g. "push" and "turn" was not required to remove cap).
CRC Cap Opened By Chile	A child resistant cap was opened by a child aged 12 years or younger.
Crooked Cap/Cap Not Functioning/Cannot Reseal	The cap appears to be cross threaded or askew on the container or the cap cannot be re-applied after opening or will not seal the container after opening.
Cap Broken/Cracked	Cap is separated into pieces, crushed, smashed, cracked, or damaged.
Tamper Evident Ring did Not Separate On Opening	Tamper resistant packaging (TRP) ring will not separate from the cap. (TRP ring attached to cap remains intact when removing the cap from the bottle).
Tamper Evident Ring Separated Before Opening	TRP ring is separated or partially separated at the perforations prior to opening the container.
Vial Crimp Damage/Defect	The aluminum seal is not presented around the lip of the vial or is loose. Also use if the crimp comes off when the flip cap is removed.
Vial Stopper Damage/Defect	Any defect in the integrity of the stopper

CONTAINER Complaint has to do with the primary container that holds the product (e.g. bottle, tube, etc)	
Subclass	Description
Bottle/Can Dented	Bottle or can is dented or exhibits a depression in the surface of the bottle or can.
Bottle/Can Leaking (No Other reported Defect)	Product escaping/draining/drained out of bottle/can with no visible tears/slits/openings
Bottle/Can Damage/Defect	Any damage in the form of a puncture, hole, cut, crack or opening on the bottle/can that allows product to leak from or air to enter into the bottle/can
Bottle/Can Rusty	Reddish-brown oxidation formed on the

	surface of a bottle or can that is made of metal.
Bulging/Exploded	Bottle/can expands outward. Expels product from the bottle/can upon opening, as if contents were under pressure.

NON CONTAINER/CLOSURE PACKAGING Complaint has to do with a non-container closure packaging concern. Inclusive of materials inside the primary container (e.g. cotton, dessicant) Inclusive of secondary and tertiary packaging concerns. Inclusive of concerns related to Safety seals.	
Subclass	Description
Tamper Evident Seal Burnt	Applicable to products that use a foil induction seal as a tamper evident feature of product packaging where the seal of the inner portion of the cap is reported as burnt. Also applicable to products that utilize a shrink seal designed to break on product opening where the seal is reported as burnt.
Tamper Evident Seal Missing	Applicable to products that have a tamper evident seal (may be shrink seal over the cap or a foil seal/press seal under the cap) where the seal is reported as missing.
Tamper Eveident Seal Punctured/Slit/Torn/Not Sealed	Applicable to products that have a tamper evident seal (may be shrink seal over the cap or a foil seal/press seal under the cap) where the seal is reported as punctured, slit, torn, or not sealed.
Cotton Related Defects	Applicable to any complaints specifying damage /defect related to cotton that is packed in the primary container.
Dessicant Related Defects	Applicable to any complaints specifying damage /defect related to dessicant that is packed in the primary container.
Secondary/Tertiary Packaging Dented/Crushed/Torn	Applicable to complaints where secondary/tertiary packaging (e.g. cartons, outer case, outer wrap, etc.) is reported as dented, crushed torn.
Secondary/Tertiary Packaging Missing	Applicable to complaints where secondary/tertiary packaging (e.g. cartons, outer case, outer wrap, etc.) that is normally included with the product is reported as missing.
Seconday/Teritary Packaging Not Sealed/Not Formed Properly	Applicable to complaints where secondary/tertiary packaging (e.g. cartons, outer case, outer wrap, etc.) is reported as not sealed or not formed properly.

FORM-XXXX
EFFECTIVE DATE:

INCIDENT REPORTING - EVENT REPORT TEMPLATE

INCIDENT DESCRIPTION:

IMMEDIATE ACTIONS:

ROOT CAUSE:

HISTORICAL REVIEW:

CORRECTIVE/PREVENTATIVE ACTIONS

EVENT REPORT AUTHOR: PRINT/SIGN **DATE:**

QUALITY APRROVER CONCLUSION

EVENT REPORT APPROVAL: PRINT/SIGN	DATE:

FORM-XXXX
EFFECTIVE DATE:

INCIDENT REPORTING - DEVIATION REPORT TEMPLATE

INCIDENT DESCRIPTION:

IMMEDIATE ACTION TAKEN:

INVESTIGATION SUMMARY:

ROOT CAUSE ANALYSIS:

HISTORICAL REVIEW:

CORRECTIVE/PREVENTATIVE ACTIONS:

FINAL SCOPE/CONCLUSION:

INCIDENT REPORT AUTHOR: PRINT/SIGN **DATE:**

QUALITY DISPOSITION:

INCIDENT REPORT APPROVAL: PRINT/SIGN **DATE:**

Title: Product Recall
SOP#:
Effective Date:

PURPOSE

The purpose of this procedure is to describe the responsibilities for North Country Roots (NCR) in the event of a product recall, withdrawal, or correction.

SCOPE

This procedure applies all activities such as production, storing, or distribution of products at North Country Roots (NCR).

PROCEDURE

I. GENERAL REQUIREMENTS

1. Product Recall recommendation is determined by Site Quality under the coordination of the Vice President NCR. The action must be capable of being initiated promptly and at any time.

2. Initiation of a Product Recall occurs at the time a decision is made that a Product Recall is required. NCR will lead the investigation of the incident, and will notify the Regulatory Authority **within 24 hours** of the occurrence.

3. Product Recall shall be considered in a number of situations including, but not limited to, the following:

    a. Results of a Product Complaint investigation.

    b. Review of product retention samples of a distributed product lot.

    c. Material erroneously released to stock without Quality authorization.

    d. Mislabeled marketed product.

    e. Failure of a marketed product lot to meet the specifications.

    f. Request or mandate from a Regulatory Authority.

II. DEFINITIONS

Product Recall – the removal or correction of a marketed product that is deemed to be potentially in violation of the laws of a relevant regulatory authority. Product recalls may be broken down into different classifications. For example:

- Class I - A situation in which there is a reasonable probability that the use of, or exposure to a volatile product will cause serious adverse health consequences or death.

- Class II - A situation in which the use of, or exposure to, a volatile product may cause temporary or medically reversible adverse health consequences or where the probability of serious

Title: Product Recall
SOP#:
Effective Date:

adverse health consequences is remote.

- Class III - A situation in which the use of, or exposure to, a volatile product is not likely to cause adverse health consequences.

Market Withdrawal – the removal or correction of a distributed product, which involves no violation (e.g. normal stock rotation practices) or potentially involves a minor violation that would not be deemed subject to legal action.

Field Correction – repair, modification, adjustment, relabeling, destruction, or inspection of a product without need for its physical relocation.

III. RESPONSIBILITIES

Vice President NCR will:

1. Determine the type of Market Action based on information available.
    a. Depth (i.e. level of product distribution) of the Market Action: Product Recall, Market Withdrawal or Field Correction.

    b. Classification based on the potential health risk.

2. Ensure that the DOH is notified of the proposed Market Action **within 24 hours**.

3. Define the method of customer or public notification.

4. Ensure that the applicable regulatory authorities review and approve the proposed Market Action.

5. Evaluate periodically the progress and effectiveness of the Market Action status and will report to the Regulatory Authorities.

6. Provide to the Regulatory authorities the required documentation (e.g. Market Action notification, status reports, follow-up and final reports)

7. Coordinate the returned product and documentation at the receiving site, effectiveness checks, and preparation of status reports during a recall.

The Quality Manager will:

1. Inform Vice President NCR of any incident that might require a Market Action.

2. Gather accurate and detailed information about the distributed product lots or batches.

3. Perform investigation for the market action per Incident Reporting SOP.

Title: Product Recall
SOP#:
Effective Date:

4. Ensure that the affected lots are physically isolated and placed in designated areas and disposed of per site procedures. The final responsibility for lot/batches disposition is vested with site Quality.

Note: Retention samples would be kept in case needed for a customer complaint since products could still remain on the market depending on the depth of the Market Action.

5. Maintain records of all Site-related Market Action in accordance with established record retention standards and procedures

APPENDICES

None

ATTACHMENTS

None

FORMS

None

REFERENCES

Incident Reporting SOP

HISTORY OF REVISIONS

VERSION/DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
1.0/	Initial Issuance

TITLE: Product Complaint/Adverse Event-Template
FORM#:
EFFECTIVE DATE:

COMPLAINT/ADVERSE EVENT INVESTIGATION TEMPLATE

COMPLAINT NUMBER		**DATE RECEIVED**	
PRODUCT NUMBER/ NAME/STRENGTH/DOSAGE FORM			
PACKAGE SIZE/TYPE		**LOT NUMBER**	
CLASSIFICATION/ SUB CLASSIFICATION		**EXPIRATION DATE**	
PRIORITY		**DUE DATE**	
SUMMARY OF COMPLAINT			

I. SCOPE ASSESSMENT:

Would nature of Complaint/Adverse Event affect other lots of products with shared Components/Raw Materials/Mfg Process/Mfg Equipment? (Check One) Yes No

Provide justification and rationale for expanding or confining the complaint to the reported lot.

II. REGULATORY NOTIFICATION REQUIRED: (Check One) Yes No

Provide justification and rationale for whether or not notification was or was not required:

III. COMPLAINT HISTORY:

<u>Complaints on Lot:</u>
On classification:

<u>Complaints on Product:</u>
Current year: On classification:
Previous year: On classification:

Indicate whether the complaint history represents a trend.

IV. BATCH/PROCESS AND INVESTIGATION RECORD REVIEW:
<u>Manufacturing Record(s)</u>:

Manufacturing date:
Investigations relating to the claim: Yes No
Defect presented on manufacturing: Yes No

<u>Packaging Record</u>:

Packaging Date:
Investigations relating to the claim: Yes No
Defect presented on packaging: Yes No

TITLE: Product Complaint/Adverse Event-Template
FORM#:
EFFECTIVE DATE:

V. RELEASE TESTING REVIEW:

Test	Results	Specifications

Test Passed:
Yes No

VI. EVALUATION OF RETURNED COMPLAINT SAMPLE(S):

Was Complaint/Adverse Event sample returned? (Check One) Yes No
Date site received sample:

Complaint Return Sample Examination including Amount, Description & Condition of Sample:

Defect presented on sample:
Yes No

Result(s) of test(s) performed on complaint sample(s): See section VIII below.

VII. RETAINED SAMPLE(S)
No. of retained sample(s) evaluated:

Retain Sample Examination:

Defect presented on sample:

Yes No
Result(s) of test(s) performed on retained sample(s): See section VIII below.

VIII. ANALYTICAL TESTING: Retain Complaint sample N/A

Testing Documentation Reference:

TITLE: Product Complaint/Adverse Event-Template
FORM#:
EFFECTIVE DATE:

Test	Results	Specifications

Test Passed: **Yes** **No**

X. CONCLUSION: Root Cause Analysis and CAPA

Is the complaint Confirmed? (Check One) Yes No

Summarize the evidence supporting the most probable root cause, rule out likely potential root causes, and document any corrective/preventative actions taken to address the root cause.

INVESTIGATED BY: DATE:

PRINT NAME :

REVIEWED BY : DATE:

PRINT NAME :

SECTION 9 - Product quality assurance

I PURPOSE

The purpose of this procedure is to outline the documentation/notification requirements and roles/responsibilities when Out of Specification (OOS), Questionable result (QR), or Out-of-Limit (OOL) results pertaining to laboratory testing at North Country Roots (NCR) require a Known Laboratory Event Request (KLER) or Laboratory Investigation Report (LIR).

Note: A questionable result (QR) is a result that is not out of specifications, but is atypical or unexpected for the particular sample based on theory, process history, or known trends, or is not consistent with other test results for that sample (e.g., content uniformity differs from assay results, a chromatogram with an extraneous peak but where the analyte results are within specification).

II SCOPE

This procedure applies to OOS/QR/OOL laboratory results at NCR for test articles intended for commercial distribution.

Out of scope are results generated during instrument set-up, standardization, or suitability when raw data has not been generated, or to test method validation.

III RESPONSIBILITIES

Laboratory Analyst:

- Report and act upon the detection of any OOS/QR/OOL result.

Quality Manager:

- Performs the initial review of relevant laboratory records to determine if an LIR is required.
- Ensures the KLER/LIR is initiated within 1 business day from date of discovery.
- Ensures notifications are performed as required.
- Reviews KLER/LIR for accuracy and approves.
- Notifies the Vice President NCR as required.
- Determines if any hold action is required for material and/or products.
- Ensures the LIR's and Corrective and Preventative Actions (CAPA) are tracked until completion.
- Tracks and Trends LIR's.
- Ensure CAPA taken are verified and effective.
- Document and approve all re-sampling.
- Extends due dates.
- Ensures required documentation relevant to regulatory notification is completed and issued in a timely manner.

IV EVALUATION, CLASSIFICATION, AND NOTIFICATION

Evaluation

1. When quality has determined that an OOS/QR/OOL has occurred a KLER or LIR shall be initiated within **one (1) business day** from the date of discovery of any unplanned incident.

   Note: The Date of Discovery is defined as the date when the incident is initially discovered or observed. The date is not dependent upon confirmation or verification by a second party.

Classification

1. Quality shall establish a system that classifies OOS/QR/OOL events as KLER's or LIR's.

KLER's: Known laboratory errors that do not have a potential impact to product quality, regulatory filings, or GMP regulated systems and the root cause is known.

LIR: Events that have potential impact to product quality or regulatory notification.

Notification

1. The lab analyst **immediately** notifies QA Manager of any OOS/QR/OOL results.

2. The QA Manager notifies Vice President NCR **immediately** of any OOS/QR/OOL result that may result in a potential Regulatory Notification.

3. The QA Manager determines if there is potential that an Event Report(ER)/Deviation (DR) is required in addition to the LIRR/LIR.

4. The need for regulatory notification shall be reassessed any time new information is made available. This assessment should be documented within the LIRR/LIR and the assessment approved by quality

VI GENERAL OVERVIEW

1. All personnel involved in analytical testing shall be trained to report and act upon the detection of any OOS/QR/OOL result.

2. Any discovery of an OOS/QR/OOL result is to be immediately reported to the QA Manager. This must be done before any investigational measurement or retesting is begun.

3 Detection of the OOS/QR/OOL result shall prompt a review by the QA Manager of the relevant laboratory records.

4 Upon Discovery and Recovery of Microorganisms that are not specified in the material specification or microbiological method, the QA Manager shall conduct and document a microbiological assessment of the organism.

5 Results pertaining to unexpected peaks also need to be evaluated.

6 A confirmed OOS Microbiological test result shall result in rejection of the test article, unless an approved reprocessing method is available and can be implemented.

7 Test results, whether In- or Out-of-Specification, that are obtained under the following conditions must be invalidated and the test repeated.

- Sample - the original sample was not representative or was insufficient in quantity;
- Method/documentation - unclear test method or Standard Operating Procedure (SOP) directions which resulted in incorrect test execution;
- Analyst Error - examples include, but are not limited to:
  - Incorrect sample quantity/weight used.
  - Sample, sample solution, or standard spill.
  - Dilution errors.
  - Poor aseptic technique.
  - Improper test procedure.
- Instrument/Mechanical/System Malfunction - examples include, but are not limited to:
  - Laminar Airflow (LAF) unit failure.
  - Insufficient sterilization cycle.
  - Interfering electrical surges or spikes.
  - Injector stops injecting.

8 The Initial Investigation Phase and the Investigational Measurements Protocol (IMP) shall be performed as required to determine if an Assignable Cause (AC) (e.g., a laboratory error or sampling error) exists that could have caused the OOS/QR/OOL result.

9 The investigation shall extend to other materials or products that may have been associated with the specific failure or discrepancy.

10 If possible, retain all original samples and test preparations, such as sample solutions, standard solutions, glassware, Microbiological Culture Media, and Reagents used in the analysis and subsequent investigation until the Initial Investigation is completed. Samples shall be retained in a manner that ensures their integrity (e.g., refrigerated).

11 In cases where more than one lot of material is investigated for the same problem, only one investigation is required.

12 If a compliance risk is identified, product still within company control should be immediately quarantined,

13 Lab equipment/material review is performed during the initial assessment of the incident by the QA Manager to determine if formal control is required.

14 KLER's should be completed within **seven (7) calendar days** of initiation in SAPCAPA. Exceptionally KLER's may be extended past the 7 calendar days with justification documented within the KLER by quality, but should not exceed **thirty (30) days** from initiation unless routed to a LIR.

15 All LIR's shall be completed and fully approved within thirty (30) calendar days of the discovery of the initial OOS/QR/OOL result and initiation.

16 The investigation writer will notify quality when final approval of the LIR cannot be completed by the original due date. An extension shall be approved by the quality manager and shall include the following:

a. Date of discovery of the OOS/QR/OOL result.
b. Reference to the LIR general information.

c. Reason for the delay.
d. Current status of the LIR.
e. Estimated due date for completion. The new date should not exceed an additional **thirty (30) calendar days.**

VII EVALUATION IF AN EVENT REPORT IS REQUIRED (Refer to Incident Reporting SOP)

1. A confirmed OOS/QR/OOL result may indicate that a deviation exists. An ER (Event Report) shall be initiated when test results are not attributed to a lab assignable cause (for example, vendor quality issue, material does not reflect functionality, out of plant control, no lab assignable cause).

   a. Quality shall be notified within one (1) business day of confirmation of the OOS/QR/OOL result.

   b. There should be cross reference on documentation between the related LIR/ER/DR such as report number and pertinent details.

VIII KLER/LIR PROCESS

A. Initial Investigation:

The Lab Analyst will:

Report and act upon the detection of any OOS/QR/OOL result by immediately notifying the Quality Manager, document findings, and document any obvious errors (e.g., incomplete transfer of sample or standard) if known. Testing should be stopped if possible until further guidance is received.

The Quality Manager will:

1. Evaluate if a KLER/LIRR is needed and ensure if needed one is initiated as required. The KLER/LIR is designed to document all findings and conclusions. See Attachments 1 and 2 for KLER/LIR requirements.

   a. If obvious errors are not found that explain the OOS/QR/OOL result, the result may be accepted as valid. Documentation under a KLER is acceptable if no investigational testing is required.

   b. If obvious errors are found that require generation of new, valid data, a KLER is initiated. The investigation may remain a KLER if no re-sampling, investigational testing or retest protocol is required.

   c. If obvious errors are not found that explain the OOS/QR/OOL result, and the result is not accepted as valid, an LIRR/LIR is required.

   d. If an obvious error is found and the error **does not** require generation of new raw data, the OOS/QR/OOL result is considered an invalidated result and no investigation is required. The error can be corrected and resolution shall be documented in a laboratory document.

   Note: If a systemic error is found that would impact other testing, a full investigation would be required even if the generation of new raw data is not required.

2. Take steps to limit the impact and assess scope.

3. Determine if there is an identified assignable cause by holding discussions with the Lab Analyst and completing the LIR Checklist or Micro Checklist. Note that a checklist may not be required for KLER's. The KLER shall justify if the form is not used.

The Investigation Initiator will:

4. Initiate the KLER/LIR within **one (1) business day** from the date of discovery using the KLER/LIR templates. The report will be assigned a unique number.

5. Clearly list all affected lots.

6. Perform the initial investigation. The initial investigation consists of the following:

   - General information
   - Review of testing parameters
   - Findings/conclusions from the initial investigation

7. Ensure the initial investigation contains all the elements outlined in Attachment No. 1, and also includes, but is not limited to, examinations of the following as applicable:

   - Analytical records (raw data/laboratory notebooks).
   - Analytical procedures used.
   - Calculations.
   - Instrumentation.
   - Sample preparations.
   - Dilution schemes.
   - Reference standards, reagents, and media used.
   - Microbial cultures.
   - Personnel training and qualifications.

The Quality Manager will:

8. Hold discussions (in conjunction with the Investigation writer) with the Lab Analyst who performed the testing to gather all information needed to complete the initial investigation and associated Lab Checklist (if applicable).

9. Reviews the initial investigation findings/conclusions. The initial investigation will be completed within **seven (7) calendar days** from initiation prior to closure as an KLER or routing to an LIR.

B. Assignable Cause (AC) Identified (Applicable to the initial investigation or subsequent Investigational Measurement Protocol (IMP) testing)

1. If a readily apparent AC is determined during the initial investigation, or AC identified at any point during the investigation, the initial OOS/QR/OOL result shall be invalidated.

2. The AC shall be documented in the Findings/Conclusions from the Initial Investigation section or the Investigative Testing Field if identified under IMP.

3. Repeat testing will be performed after receiving quality approval. Refer to section VIII G.

4. Outlier testing shall not be used to overcome microbiological test results.

5. An evaluation of the potential impact on other samples analyzed during the initial testing must also be performed when an AC is found. All test results within the affected run must be assessed for validity. This assessment shall be accomplished through the use of a control sample during IMP where applicable.

6. An evaluation of the potential impact on samples that were tested at other times, which may have been affected by the AC, shall also be performed. The investigation shall extend to other materials or products that may have been associated with the specific failure or discrepancy.

7. If the test method is shown by investigation to be in question, a general review of the method must be conducted and required corrective action taken.

8. AC's that do not require the determination to be repeated include, but are not limited to:

   - Calculation error - results that are determined to have been miscalculated. The results shall be recalculated without retesting and without an LIR unless an LIR has already been generated prior to discovery of the error.

     Note: When error correction results in the discovery of an OOS/questionable result and there is no AC, the result must be investigated.

   - Stability trend - expected result due to existing stability data on that batch or lot.

C. Assignable Cause Not Identified During Initial Review

1. The OOS/QR/OOL result may be accepted as valid following the Initial Investigation with no further investigational measurement or retesting. Complete as KLER.

2. If the original result is not accepted as valid, the Quality Manager shall consider preparation of an IMP for investigational purpose.

3. The Quality Manager shall determine whether to notify the Vice President NCR if test results may impact products currently on the market.

D. Re-sampling

1. Re-sampling of drug products, Active Pharmaceutical Ingredients (API) and production materials shall not be permitted unless documented evidence is provided that the original sample was:

   - Not representative of the material.
   - Consumed during initial testing.
   - Contaminated during sampling/handling.
   - Degraded or spoiled while awaiting further testing.

2. The Quality Manager must document and approve all re-sampling of these materials in the Re-Sampling Approval Field.

3. If evidence is provided that the original sample was not representative the material is re-sampled per approved sampling procedures established for the material and subjected to the initial testing requirement.

4. If the approved sampling procedure is found to be the cause, an investigation must be initiated to assess the impact of the defective sampling technique on other batches.

5. Data from the original sample are retained in the analytical record, voided, and not included in the batch disposition decision when it is established that the original sample was not representative.

6. Obtaining additional stability samples shall be permitted for confirmatory purposes. However, where possible, the sample that was the source of the initial OOS/QR/OOL result must also be included in the retest protocol.

7. All stability samples from the same packaging lot and stored under identical conditions shall be considered equivalent for the purposes of this procedure.

E. Investigational Measurement Protocol (IMP)

1. If no readily apparent AC is determined by the Initial Investigation, and the OOS/QR/OOL result has not been accepted as valid, an IMP shall be developed and documented in the Investigation Testing Field. The IMP is used to determine if the original OOS/QR/OOL result is valid and representative of the batch/lot.

2. The IMP defines the types and number of investigational measurements that will be performed. The IMP must be approved by the Quality Manager prior to execution.

3. The data generated during the IMP are for investigation purposes only and shall not be used as a valid test result.

4. LIR investigational re-measurements on the original solution shall not be conducted prior to approval of the IMP.

5. The IMP typically consists of re-measurements of the original sample as long as the sample is not time sensitive (i.e., does not degrade over time), or time sensitive and not beyond expiry.

6. Where applicable, re-measurements of sample solutions shall be accompanied by standard solution measurements of control samples.

    - A control sample for the purpose of IMP is a sample that was tested alongside the OOS/QR/OOL sample in the same analytical session and is used to verify or demonstrate that the test is performed correctly.

7. A stock sample solution and/or solutions of intermediate dilutions, prepared during the preparation of the final sample concentration, may be re-diluted to obtain re-diluted final solutions as part of the IMP.

8. Re-measurements and measurements of re-diluted solutions shall be conducted using the same equipment as the original measurement, whenever possible. Use of other equipment is permitted, provided the rationale is fully documented in the LIR.

9. During IMP an evaluation of the potential impact on other samples analyzed during the original testing must also be performed when AC is found. All test results within the affected run must be assessed for validity. This may be accomplished through the analysis of a control sample.

10. Alternate test procedures may be used to provide additional information during an IMP exercise. However, the alternate test procedure shall not be used to approve material that has initially produced any OOS/QR/OOL results using the primary test procedure.

- An IMP may also be designed using a non-marketed or expired lot of the same product to examine potential assignable causes in preparation of original stock solutions.

F. IMP Results Evaluation

1. If an AC is associated with the OOS/QR/OOL result, the original result is invalidated and the impact of the assignable cause on other samples in the test must be determined.

2. Data from the original sample shall be retained in the test record, invalidated, and not included in the batch disposition decision when an assignable cause has been established

3. If AC is clearly identified as a result of the IMP exercise, the initial OOS/QR/OOL result is invalidated and the original testing is repeated to generate valid original results.

4. If no AC is identified as a result of the investigational measurements, the Quality Manager must evaluate the need for an regulatory notification.

G. Repeating the Testing (AC identified during IMP or initial investigation)

1. All tests that were invalidated by establishment of an AC are repeated. The repeat test result(s) shall replace the original invalidated results only. The original sample preparation(s) shall be used for this testing if:

   - There is sufficient quantity of sample remaining to repeat the test.
   - The AC was not due to sample preparation.
   - The sample preparations are stable and maintained under proper environmental conditions.
   - The sample or the sample preparations are not contaminated.

2. A single analysis is performed to replace a single initial OOS/QR/OOL result.

3. Quality will document approval of the repeat testing in the investigation prior to any repeat testing being performed.

H. Retesting (no AC identified in IMP)

1. A retest protocol may be prepared if no AC is established following both an initial investigation and the execution of an IMP. A retest protocol is used to determine if the original OOS/QR/OOL result is valid and representative of the lot.

2. Retesting shall be performed only if retesting is not specifically prohibited by the applicable compendia for the specific test method. If the compendia do not define the retest criteria, the re-test protocol is documented within the Draft/Approve Protocol Field, and must be based on sound scientific rationale. The objective of the retest is to confirm or overcome the original OOS or questionable result.

- For multi-component analyses, in a single run of finished drug product, the impact of re-testing must be evaluated for all components. For example, a product containing two (2) components that are assayed simultaneously may yield an OOS result for one component only. During retesting, results for both components must be calculated. Assuming neither component yields an OOS result during retesting, and that the OOS result is not within three (3) standard deviations of the average retest result, the retest results for the component with the original OOS are averaged and reported. In this situation, the retest results for the second component are also averaged and reported due to the fact that no AC was determined for the original OOS and it is unknown if this cause has impacted the result for the second component.

3. The retest protocol must be based on the specific problem identified, the history of the product, method, and batch/lot, and must delineate the following:

   - Number of retests to be performed.
   - Identify the same sample set that was the source of the original result will be used for the retest.
   - Address if a control lot/sample will be used with lot number as applicable.
   - Document acceptance criteria, including acceptance criteria for the control sample.

4. Where sample is available, the retest protocol must be executed using the same sample set that was the source of the original OOS/QR/OOL result except if re-sampling is justified as outlined in section VIII. D.

5. The retest protocol may include testing on the same composite sample preparation that was the source of the original result, if available, unless there is scientific rationale for not using the same composite sample. The rationale must be documented.

6. A minimum of three (3) retests is required for raw materials, API intermediates and API samples.

7. A minimum of five (5) retests is required for formulated products (i.e., in-process and finished product samples).

8. A control sample may be used to verify the accuracy of the analyses, but should be a non-market sample and have the retest protocol outline the acceptance criteria.

9. An analyst other than the one who performed the original test may perform re-testing.

10. The retest protocol shall be approved by the Quality Manager.

I. Evaluation of Re-test Protocol

1. For Raw Materials, API intermediates, and API samples, all retest results must be within specification to overcome the initial OOS/QR/OOL result.

   - If all results obtained are within specification then the mean of the retest results shall be reported as the final valid result, or

   - If any of the results obtained during retesting are outside of the specifications then the original OOS/QR/OOL result is confirmed and is reported as the final valid result.

2. For formulated products (i.e., in-process and finished product samples) all retest results must be within specification and the original OOS/QR/OOL result must be outside three (3) standard deviations of the mean of the retest results to be overcome.

- If all retest results are within specification and the original OOS/QR/OOL result is outside three standard deviations of the mean of the retest results, then the average of the retest results shall be reported as the final valid result; or

- If any of the results obtained during retesting are outside specifications or the original OOS/QR/OOL result is within three (3) standard deviations of the mean of the retest results then the original OOS/QR/OOL result is confirmed and is reported as the final valid result.

3. No statistical analysis other than that described in this SOP is acceptable for interpretation of data.

4. The Quality Manager reviews and approves the retest results..

J. Historical Review

KLER/LIRR:

1. Review for trends (Prior Events/Similar Events): Includes an assessment of the frequency of occurrence, as it relates to an event and/or root cause, functional area, product, personnel and/or equipment in order to determine whether or not a trend exists. State specifically if there is a trend or not based on the assessment.

2. The depth of trending should be based on the complexity of the event. Queries may be performed on the type of r event (i.e. documentation error) and the personnel involved (i.e., Operator/Analyst).

3. Document the criteria used for the query including the timeframe as applicable to the frequency expected, and at a minimum one (1) year is recommended except for seasonal or periodic events. Lesser or greater time frames shall be justified in the notification.

4. If a trend is identified document the rationale in the KLER/LIR and ensure a separate DR is initiated to address the trend. A trend is a pattern that includes an increase in the expected frequency or occurrence of an unplanned incident.

K. Root Cause

1. Root Cause methodologies such as PEMMES (Personnel, Equipment, Methods/SOP's, Materials, Environment and Systems), or Fishbone Diagram with the 5 why's should be used routinely to correctly identify the primary and if applicable secondary root causes unless there is an obvious known root cause.

2. The report should contain a final statement regarding primary and secondary root cause(s) or substantiated probable root cause(s).

L. CAPA and COMMITMENTS

1. Corrective actions as a result of investigations shall be tracked, and documented evidence of these activities shall be available.

2. CAPA taken shall be verified to ensure that such action is effective (e.g., through use of existing systems such as annual record reviews, metrics, and trends) and prevents recurrence of the issue.

3. Due date assignments for any CAPA performed under a CMT should be appropriate for the seriousness of the event. Critical events require immediate corrective action, and evaluation of the corrective action must be performed prior to closure of the investigation.

4. List immediate and/or long term CAPA with assigned responsibility and target completion dates through child CMT's agreed upon and placed in progress prior to closure of the investigation.

5. In cases where AC is attributed to the laboratory, corrective actions shall be taken, documented in the investigation, and approved to prevent reoccurrence of such OOS/QR/OOL results. Corrective actions shall include, but are not limited to:

   - Retrain personnel on the sampling and /or testing procedure if it pertains to Microbiology.
   - Reevaluation of the sampling and/or testing procedures.
   - Reevaluation of the documentation and/or calculation methods for adequacy and accuracy.
   - Reevaluation of instruments and systems operation, maintenance, and Calibration programs.

M. Final Reporting of Results

1. If no AC is found to be associated with the original OOS/QR/OOL result, and retesting is performed, all original and retest results shall be documented on the LIR, forwarded to the Quality Manager, and considered in batch/lot release decisions. All retest results are to be considered in the context of the overall record of the material and/or product being tested.

2. No OOS/QR/OOL result shall be averaged with retest results for reporting purposes.

3. No invalidated OOS/QR/OOL result shall be averaged with repeat results for reporting purposes.

4. A confirmed OOS microbiological test result shall result in rejection of the test article, unless an approved reprocessing method is available and can be implemented.

5. If the sample is repeated, or a retest protocol is executed, the value determined to be the final valid result is to be used (e.g., the average of the retest results, or the confirmed initial OOS/QR/OOL result) and shall be documented in the Investigation Summary Field.

N. Closing the Laboratory Investigation

The KLER/LIR shall be reviewed and approved by the Quality Manager ensuring all documentation requirements are met, and concurrence of the final valid result for the material tested.

IX FILING OF INVESTIGATIONS

1. The approved investigation shall be:

   - Considered part of the batch record.
   - Distributed per site procedure.
   - Retained/archived per site procedure.

X CANCELING A LIRR/LIR

1. If during the investigation process, it is determined that the incident was actually not an investigation, the Lead Investigator puts justification for cancellation in the description section of the report.

2. The report can then be routed for cancellation and the Quality Manger provides concurrence when cancelling.

XI AMENDING A CLOSED KLER/LIR

1. If it is determined that a completed KLER/LIR needs to be re-opened, the Quality Manger is responsible for ensuring the report is opened in a timely manner.

2. Amendments/Changes are required if changes are not minor (clerical), or additional information must be added. Additional information added to the report shall be clearly identified with the date added.

3. Amendments to previously approved reports require approval by the same level of authority that approved the original report.

4. When the Quality Manger re-opens the report a comment should be made noting why the report is being reopened. Consideration shall be given to assess the potential impact any amendment has on production materials/equipment/areas/processes/procedures and batch disposition.

5. The amendment/change to the report is expected to be completed on the same day as it is reopened.

ATTACHMENTS

Attachment No. 1 – KLER Documentation Requirements
Attachment No. 2 – LIR Documentation Requirements

FORMS

Controlled FORM-XXXX – General Micro Checklist
Controlled FORM-XXXX – General Chemistry Checklist
Controlled FORM –XXXX – KLER Template
Controlled FORM-XXXX – LIR Template

HISTORY OF REVISIONS

VERSION/DATE	JUSTIFICATION FOR, AND SUMMARY OF, CHANGES
1.0 /	Initial Issuance

Attachment No. 1 – KLER Documentation Requirements – Page 1 of 2

Event Description Text Field:

General Information/Immediate Actions Section:

- Type of Investigation: OOS QR/OOL
- Occurrence date
- Discovery date
- Product /Substance Name
- Analyst who performed testing
- Method with effective date/version
- Test Description
- Results obtained
- Reason for investigation
- Notebook number as applicable
- Instrument Name/ID as applicable
- If Checklist was completed, and if not provide justification

Review of Testing Parameters Section:

- Document if other potentially affected lots are within the analysis sequence. If identified provide product /substance name with associated lot numbers.
- Document that the potential impact on other samples in the same sequence has been evaluated and the results have been determined to be:
  - Valid
  - Invalid
- Document if other test results for the same lot/material have been considered as part of the data evaluation process
  - Yes
  - Not applicable with rationale for justification

Root cause Analysis Section: **Tier 1 and Tier 2**

- Contain final statement regarding known primary and secondary root cause(s)

Repeat Testing Section:

- QA Manager document approval of the repeat testing prior to testing.

Historical Review Section:

- Document criteria used for query, including the frequency.
- Document findings, including incidents found to be related.
- Identify if similar incidents or a trend is identified, with rationale.

Attachment No. 1 – LIRR Documentation Requirements – Page 2 of 2

Corrective/Preventative Action Plan Section:

- Document immediate and/or long-term corrective actions with assigned responsibilities and target completion dates linked to initial investigation as a child CMT.
- If applicable, preventative measures with assigned responsibilities and target completion dates linked to initial investigation as a child CMT.

Overall Conclusions Section:

- Investigation conclusions regarding the batch/lot or system impacted.
- Document the final valid result (original, repeat).
- Contain a final statement regarding product quality for a lot/batch with supporting rationale for determination of product quality impact. Include a product impact statement for all objects in scope.

Quality Disposition Section:

- Quality Manager review and approval that information is accurate, complete and acceptable as KLER.
- Make a note if a trend is identified.

Attachment No. 2 – LIR Documentation Requirements – Page 1 of 3

Event Description Text Field: (Required)

- Complete within one business day from date of discovery if result could impact market product.

General Information Section:

- Type of Investigation: OOS or Questionable
- Occurrence date
- Discovery date
- Product /Substance Name
- Analyst who performed testing
- Supervisor
- Method with effective date/version
- Test Description
- Results obtained
- Reason for investigation
- Notebook number as applicable
- Instrument Name/ID as applicable

Review of Testing Parameters Section:

- Attach completed approved Checklist, if required
- Document if other potentially affected lots are within the analysis sequence. If identified provide product /substance name with associated lot numbers.
- Document that the potential impact on other samples in the same sequence has been evaluated and the results have been determined to be:
  - Valid
  - Invalid
  - Not yet determined
- Document if other test results for the same lot/material have been considered as part of the data evaluation process
  - Yes
  - Not applicable with rationale for justification

Findings/Conclusions from Initial Investigation Section:

- Summary of initial investigation
  Document readily assignable cause, or no readily assignable cause
- If apparent assignable cause identified, document if the assignable cause impacts samples previously tested on different sequences or runs (Yes, No, not yet determined)

Investigation Measurement Protocol Section (if Applicable):

Investigative Testing Field: **If applicable**

- Reference attached IMP's that must contain the following:
  - Document if the same equipment will be used for the IMP as in the original measurement, if not provide rationale.
  - Document if a control Lot/Sample will be used-, and if so provide lot numbers.
  - Document if re-sampling is required with justification
- Document if assignable cause was identified and what the assignable cause was

Re-Sampling Approval Section (As Applicable):

- QA Manager must approve any re-sampling required for IMP testing or protocol re-testing documented within this field prior to re-sampling.

Repeat Testing Section: (As applicable)

QA Input Field

- QA Manager document approval of the repeat testing prior to testing

Re-Test Protocol Section (As Applicable):

- Document re-test protocol
- Document if the same sample set that was the source of the original result will be used for the re-test
- Document if a control lot/sample will be used with lot number as applicable
- Document acceptance criteria
- QA Manager documents approval of re-test protocol
- Documents any issues with execution and provides results of re-test protocol
- QA Manager to evaluate protocol results, identify impact (to all samples implicated in scope), and document the conclusion of the re-testing
- Provide conclusions/recommendations

Root Cause Analysis Field:

Root Cause Analysis:

- Identify methodology used to identify root cause.
- Provide Root Cause analysis.
- Contain final statement regarding primary and secondary root cause(s) or substantiated probable root cause(s).
- If no AC identified, reference ER/DR generated.

Historical Review Field (Required)

Historical Review:

- Document criteria used for query, including the frequency.
- Document findings, including events found to be related.
- Identify if a trend is identified, with rationale.

Corrective/Preventative Action Plan Section:

Corrective Action Field

Corrective Actions:

- Document immediate and/or long-term corrective actions with assigned responsibilities and target completion dates linked to initial investigation as a child CMT

Preventative Actions:

- If applicable, preventative measures with assigned responsibilities and target completion dates linked to initial investigation as a child CMT

Overall Conclusions Section:

- Investigation conclusions regarding the batch/lot or system impacted
- Document the final valid result (original, repeat, or re-test)
  - Contain a final statement regarding product quality
  - Contain a final statement regarding disposition (release, reject, or rework for the impacted lot/batch)
  - Description of final scope and supporting rationale (product, materials, personnel, equipment, systems)

  - Contain a final statement regarding product quality for a lot/batch with supporting rationale for determination of product quality impact. Include a product impact statement for all objects in scope. Use a layered argument which may include related quality and operations checks in place.

Quality Disposition Section:

- Quality Manager review and approval that information is accurate, complete and acceptable as KLER.

Make a note if a trend is identified.

Form #:
Effective Date:

Laboratory Investigation
GENERAL CHEMISTRY CHECKLIST

LIR#

Product No.

Product Name:

Batch/Lot:

Note: Some specific questions that should be considered are presented below. This list is not meant to be all-inclusive. Additional questions may need to be asked. This process should commence independent of the Investigation Type.

DESCRIPTION	YES	NO	N/A
Analyst Notebook Check:			
1) Was the correct method used?			
2) Were supplements (USP) or analyst guides followed?			
3) Was the balance used within the proper range?			
4) Is the balance calibrated?			
5) Are the calculations correct?			
6) Were the correct reagents, solutions, buffers used and prepared properly?			
Standards:			
1) Was the correct reference standard used?			
2) Was the standard prepared according to the method?			
3) Was there a proper correction for the salt form of the standard vs. the sample?			
4) Was the standard dried correctly?			
5) Was the standard stored properly since the last use?			
6) What was the age of the standard and/or standard solution?			
7) Is the standard preparation/solution sufficiently stable to perform the run (within expiry timepoint)?			
8) Were the correct size pipettes and flasks used?			
Sample:			
1) Was the proper sample tested?			
2) Did the sample appear normal?			
3) Was the sample container damaged?			
4) Was the sample properly stored prior to testing?			
5) Was the proper sample weight used?			
6) Was the sample prepared according to the method?			
7) Were the correct size pipettes and flasks used?			
8) State how long the sample was held before analysis.			
9) Is the sample preparation/solution sufficiently stable to perform the run (within expiry timepoint)?			
10) Can the sample evaporate rapidly?			
11) Was the sample spilled during transfer?			

Controlled – Use with Laboratory Investigation SOP – Page 1 of

Form #:
Effective Date:

Laboratory Investigation
GENERAL CHEMISTRY CHECKLIST

LIR#

DESCRIPTION	**YES**	**NO**	**N/A**
Instrument Output:			
1) Is there anything unusual with the appearance of the chromatogram/spectra?			
2) Can the unusual appearance be explained?			
3) Is there evidence of peaks eluted from previous injections?			
4) Is there evidence of a drift in the baseline?			
5) Is there evidence of a lack of consistency in the re-injections of the standard?			
6) Is there evidence of any unusual peak shape?			
7) Is there evidence of air bubble interference?			
8) Is there evidence of septum leak?			
9) Are the peaks of interest in range electronically?			
10) Are the peaks heights/areas of the standards and samples consistent?			
11) Were all system suitability parameters met?			
12) Was the titration curve correct?			
13) Is an endpoint seen?			
14) Is the instrument within calibration?			
15) Is the instrument/equipment working properly?			
16) Does the data output/system appear normal?			
17) Do all vials have puncture marks indicating they have been injected?			
Analyst Technique:			
1) Does the Analyst recall any unusual occurrence?			
2) If so, what was the nature of the occurrence?			
3) Was clean glassware used?			
4) Has the Manager observed the test to detect potential technique errors?			

Other Questions/Comments:

Analyst: _____ Date: _____

Controlled – Use with Laboratory Investigation SOP – Page 2 **of**

Form #:
Effective Date:

Manager or designee: _____ Date: _____

NORTH COUNTRY ROOTS

Laboratory Investigation
GENERAL MICRO LABORATORY CHECKLIST

LIR#

Product #

Product Name:

Batch/Lot:

Note: Some specific questions that should be considered are presented below. This list is not meant to be all-inclusive. Additional questions may need to be asked. This process should commence independent of the Investigation Type.

DESCRIPTION	YES	NO	N/A
General:			
1) Correct method used?			
2) Correct amount of sample used for test?			
3) Sample dilutions correctly performed?			
4) Sterilization records for lab equipment, media reviewed and found to be satisfactory?			
5) Correct media used?			
6) Media pass growth promotion?			
7) Correct reagents used?			
8) Dilution factors/calculations correct?			
9) Correct buffers/media used in test?			
10) Correct volumetric flasks and pipettes used?			
11) Media and glassware within expiration dating?			

Samples:			
1) Sample properly stored?			
2) Sample correctly labeled/correct sample tested?			
3) Sample properly disinfected prior to placement in hood?			
4) Sample mixed correctly?			
5) Sample leaked/spilled during the testing process?			
6) Sample incubated correctly?			
7) Proper subculture performed?			
8) Sample evaluated at the correct interval?			
9) Sample at proper pH?			
10) Genus/Species of test contaminant(s):			

Laboratory Investigation
GENERAL MICRO LABORATORY CHECKLIST

LIR#

DESCRIPTION

Test Instruments/Testing Area(s):

	YES	NO	N/A
1) Test area properly disinfected prior to testing?			
2) Manifold changed as required?			
3) Laminar conditions maintained during testing?			
4) Test area properly secured during testing?			
5) Incubators operated correctly?			
6) Equipment operated correctly?			
7) Negative controls satisfactory?			
8) Media controls satisfactory?			
9) Air controls satisfactory?			
10) HEPA testing on hood satisfactory?			

Method/Technique:

1) Testing method validated?			

Analyst Technique:

1) Analyst trained in proper procedure?			
2) Analyst recall any unusual occurrence?			
3) What was the nature of the occurrence?			
4) Aseptic technique used throughout testing?			

Other questions:

Analyst:_____Date:_____

Manager or designee:_____Date:_____

Form – XXXX
Effective Date:

LABORATORY INVESTIGATIONS - ATT #3
Known Laboratory Error Report Template

General Information/Immediate Actions:

Review of Testing Parameters:

Root Cause

Repeat Testing:

Historical Review:

CAPA:

Form – XXXX
Effective Date:

Overall Conclusions:

KLE Report Author: Print/Sign/Date

Quality Disposition:

Quality Manager Approval: Print/Sign/Date

Form – XXXX
Effective Date:

Laboratory Investigations SOP Att# 4
Laboratory Investigation Report Template

General Information/Immediate Actions:

Review of Testing Parameters:

Final Conclusions Initial Investigation:

IMP Testing:

Re-Sampling(if applicable):

Repeat Testing:

Form – XXXX
Effective Date:

Known Laboratory Error Report Template

Re-Test Protocol (if applicable):

Root Cause Analysis:

Historical Review:

CAPA:

Overall Conclusion:

Laboratory Investigation Author: Print/Sign/Date

Form – XXXX
Effective Date:

Laboratory Investigation Report Template

Quality Disposition:

Quality Approver: Print/Sign/Date:

SECTION 10 - Recordkeeping

Attachment D – Operating Plan
Section 10 – Record Keeping

It is the policy of North Country roots to maintain and retain copies of all completed forms filed in response to returns, complaints, adverse events, recalls and product deviations complete with notation of product lot number, investigation and resolution for a period of seven years. These forms will be scanned by the Director of Security or their assigned and entered into our redundant electronic storage systems described below for easy retrieval and communication. Additionally, we will hold any physical copies of completed forms for the period of one year after submission. Any forms or information containing patient specific information will be shredded, or if necessary, stored in secured archives.

As a measure to capture all inventory status from order, reception, payment and on-hand status, NCR will utilize integrated Quick Books inventory management, procurement and inventory reporting functions. Quick Books will integrate for reporting purposes with BioTrackTHC to identify all grow nutrients, packaging, labels and and other important product specific needs. The Inventory Manager will work with each departmental supervisor to identify consumable products and supplies. Weekly inventory reporting and review will provide information necessary for issuance of purchase orders to vendors. All records will be available and searchable by the DOH.

All aspects of seed-to-sale system data collection and storage will be integrated through our data network. Our data network will also include storage and retention of our video surveillance records. Parameters of our data and security networks are thoroughly described in the outline here attached.

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 296-298, all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 296-298, all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 296-298, all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

E: Organizational and operational documents

NORTH COUNTRY ROOTS

E: Organizational and operational documents

The Following Exhibits Contain the Organizational and Operational Documents of the Applicant, North Country Roots, Inc., pursuant to 10 NYCRR § 1004.5(b)(5). These exhibits include identification of all those holding an ownership interest in the applicant and the percentage of interest or ownership held.

EXHIBIT A contains the Certificate of Incorporation, filing receipt, Amendment to the Certificate of Incorporation, and filing receipt for the Amendment. These documents show that the Applicant is a business corporation incorporated under the laws of the State of New York that began its existence in December of 2014. The Applicant then Amended its Certificate of Incorporation to increase the number of authorized shares in March of 2015.

EXHIBIT B contains the Bylaws of the Applicant. These are standard bylaws for a business corporation in the State of New York.

EXHIBIT C contains the Shareholders Agreement and original Stock Certificates of Douglas Butdorf, Eduardo Suarez, and Thomas Gosrich ("founders"). These are the original shareholders and current officers of the Applicant.

EXHIBIT D contains the Stock Certificate of Casey Brown who was provided a stock as compensation for her services as a Director of the Applicant.

EXHIBIT E contains the Stock Certificate and Restricted Stock Purchase Agreement, With Repurchase Option of Ceres Project Management, LLC. Ceres Project Management was provided stock that vests over time as compensation for its services as a consultant to the Applicant.

EXHIBIT F contains the Subscription and Stock Purchase Agreements and Stock Certificates of Andrew Lomanto, E. Michael Relation, Roy Lomanto, Shawn Rascoe, and Tuson Investment, L.P. The Subscription and Stock Purchase Agreement has an Exhibit attached to it that is an Adoption Agreement of the Shareholders Agreement of the founders.

EXHIBIT G contains the Convertible Promissory Notes of Andrew Lomanto, E. Michael Relation, Rafael Suarez, Roy Lomanto, Sandra Markiewicz, and Shawn Rascoe. This is a debt obligation that is worth $200,000. The Convertible Promissory Note has an Exhibit attached to it that is an Adoption Agreement of the Shareholders Agreement of the founders. This debt does not represent current ownership of the Company.

EXHIBIT H contains the Stock Transfer Ledger of the Applicant showing the currently issued shares of the Applicant. It also contains a second sheet breaking these transferred shares out into percentages as required by the application.

EXHIBIT I is a statement of the Applicant's attorney indicating the names of the current Directors of the Applicant.

EXHIBIT A

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

==========

'NTITY NAME: NORTH COUNTRY ROOTS, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: CLIN

==========

FILED:12/01/2014 DURATION:PERPETUAL CASH#:141201000713 FILM #:141201000690
DOS ID:4673342

FILER:
BRENDAN P OWENS ESQ
PO BOX 2947

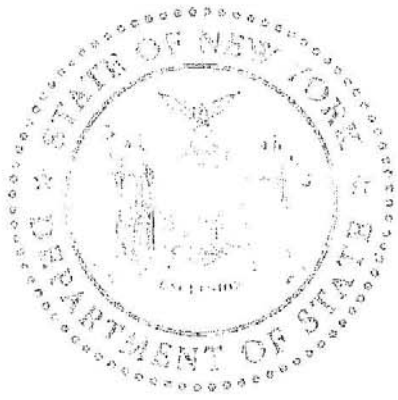
PLATTSBURGH, NY 12901

EXIST DATE
12/01/2014

ADDRESS FOR PROCESS:
THE CORPORATION
64 TRAFALGAR DR.
PLATTSBURGH, NY 12901

REGISTERED AGENT:

STOCK: 200 NPV



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

==========

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00 *

FEES	170.00	PAYMENTS	170.00
FILING	125.00	CASH	0.00
TAX	10.00	CHECK	0.00
CERT	0.00	CHARGE	170.00
COPIES	10.00	DRAWDOWN	0.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

==========

DOS-1025 (04/2007)

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: NORTH COUNTRY ROOTS, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS) COUNTY: CLIN
STOCK

FILED:03/05/2015 DURATION:********* CASH#:150305000130 FILM #:150305000130

FILER:

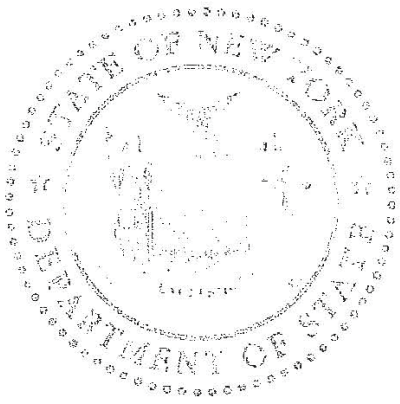
KATE HEPBURN
P.O. BOX 2947

PLATTSBURGH, NY 12901

ADDRESS FOR PROCESS:

REGISTERED AGENT:

STOCK: 200000 NPV



SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	95.00	PAYMENTS	95.00
FILING	60.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	95.00
COPIES	10.00	DRAWDOWN	0.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on December 2, 2014.

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

DEC/01/2014/MON 02:18 PM FAX No. 5185614848 P. 004/008

141201000 690

CERTIFICATE OF INCORPORATION
OF
NORTH COUNTRY ROOTS, INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation is: North Country Roots, Inc.

2. The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring consents or approvals by law without such consent or approval first being obtained.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the Corporation shall have, and may exercise, all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

3. The number of shares which the Corporation shall have the authority to issue is 200 shares at no par value.

4. The office of the corporation is to be located in the County of Clinton, State of New York.

5. The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

c/o The Corporation
64 Trafalgar Dr.
Plattsburgh, NY 12901

6. Section A. Indemnification

The Corporation shall, to the fullest extent permitted by the Business Corporation Law (including, without limitation, Section 721 through 725 thereof) or other provisions of the laws of New York relating to indemnification of directors and officers, as the same may be amended and supplemented from time to time, indemnify any and all such persons whom it shall have power to indemnify under the Business Corporation law or such other provisions of law.

Section B. Statutory Indemnification

Without limiting the generality of Section A of this Article 6, to the fullest extent permitted, and subject to the conditions imposed, by law and where applicable pursuant to Section 721 through 725 of the Business Corporation Law:

(i) the Corporation shall indemnify any person made, or threatened to be made, a party to an action or proceeding (other than one by or in the right of the Corporation to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that such person, his testator or intestate, was a director, officer, employee or agent of the Corporation, or served such other entity or enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such person acted, in good faith, for a purpose he reasonably believed to be in, or, in the case of service for any such other entity or enterprise, not opposed to, the best interests of the Corporation, and, in criminal actions or proceedings, in addition, had no reasonable cause to believe his conduct unlawful; and

(ii) the Corporation shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person, his testator or intestate, is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, against amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted, in good faith,

for a purpose which he reasonably believed to be in, or in the case of service for any such other entity or enterprise, not opposed to, the best interests of the Corporation, except that no indemnification under this clause (ii) shall be made in respect of (x) a threatened action, or a pending action which is settled or otherwise disposed of, or (y) any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section C. Indemnification by Resolution of Shareholders or Directors or Agreement

To the fullest extent permitted by law, and pursuant to Section 721 of the Business Corporation Law, indemnification may be granted, and expenses may be advanced, to the persons described in Section 722 and 723 of the Business Corporation Law or other provisions of the laws of New York relating to indemnification and advancement of expenses, as from time to time may be in effect, and to employees and agents of the Corporation, by (i) a resolution of shareholders, (ii) a resolution of the Board of Directors, or (iii) an agreement providing for such indemnification and advancement of expenses, provided that no indemnification may be made to or on behalf of any person if a judgment or other final adjudication adverse to the person establishes that such person'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 that such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled.

Section D. General

It is the intent of this Article 6 to require the Corporation to indemnify the persons referred to herein for judgments, fines, penalties, amounts paid in settlement and reasonable expenses (including attorneys' fees), and to advance expenses to such persons, in each and every circumstance in which such indemnification and such advancement of expenses could lawfully be permitted by express provision of the Certificate of Incorporation, and the indemnification

and expense advancement provided by this Article 6 shall not be limited by the absence of an express recital of such circumstances. The indemnification and advancement of expenses provided by, or granted pursuant to, the Certificate of Incorporation shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled, whether as a matter of law, under any provision of the By-Laws of the Corporation, by agreement, by vote of shareholders or disinterested directors of the Corporation, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section E. Indemnification Benefits.

Indemnification under this Article 6 shall inure to the benefit of the heirs, executors, administrators and personal representatives of those entitled to indemnification.

The undersigned incorporator is of the age of eighteen years or older.

IN WITNESS WHEREOF, this Certificate has been subscribed this 1 day of December, 2014 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Brendan P. Owens, Esq.
Incorporator
PO Box 2947
Plattsburgh, New York 12901

690

CERTIFICATE OF INCORPORATION

OF

NORTH COUNTRY ROOTS, INC.

(List entity name)

Under Section 402 of the Business Corporation Law

FILED
2014 DEC -1 PM 2:57

ICC

Filed by: Brendan P. Owens, Esq.
(Name)

P.O. Box 2947
(Mailing address)

Plattsburgh, New York 12901
(City, State and Zip Code)

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 0 1 2014
TAX $
BY: KT

RECEIVED
2014 DEC -1 PM 2:03

713

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 March 6, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

150305000130

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF

NORTH COUNTRY ROOTS, INC.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

FIRST: The name of the corporation is:

NORTH COUNTRY ROOTS, INC.

If the name of the corporation has been changed, the name under which it was formed is:

SECOND: The date of filing of the certificate of incorporation with the Department of State is:

December 1, 2014

THIRD: The amendment effected by this certificate of amendment is as follows:

(Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the corporation would read as follows: Paragraph *First* of the Certificate of Incorporation relating to *the corporation name* is hereby amended to read as follows: *First: The name of the corporation is ... (new name) ...*)

Paragraph 3 of the Certificate of Incorporation relating to

The number of shares the Corporation shall be authorized to issue shall be increased from 200 shares at no par value to 200,000 shares at no par value by adding 199,800 additional shares at no par value.

is hereby amended to read in its entirety as follows:

3. The number of shares which the Corporation shall have the authority to issue is 200,000 shares at no par value.

150305000130

Paragraph _____ of the Certificate of Incorporation relating to

_____

is hereby amended to read in its entirety as follows:

FOURTH: The certificate of amendment was authorized by: *(Check the appropriate box)*

☐ The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

☒ The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

(Signature)

Douglas Butdorf

(Name of Signer)

President

(Title of Signer)

13C

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION OF

NORTH COUNTRY ROOTS, INC.

(Insert Name of Domestic Corporation)

Under Section 805 of the Business Corporation Law

2015 MAR -5 AM 10:04

FILED

Filer's Name Kate Hepburn

Address P.O. Box 2947

City, State and Zip Code Plattsburgh, New York 12901

NOTE: This form was prepared by the New York State Department of State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a $60 filing fee.

For Office Use Only

1-C

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 05 2015
TAX $
BY: CS

RECEIVED
2015 MAR -4 PM 4:03

EXHIBIT B

BYLAWS
OF
NORTH COUNTRY ROOTS, INC.

ARTICLE I
OFFICES

Section 1. Principal Office

The principal office of the Corporation shall be in the city, incorporated village or town and the county within the State of New York as is designated in the Certificate of Incorporation.

Section 2. Additional Offices

The Corporation may also have offices and places of business at such other places, within or without the State of New York, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 1. Time and Place

Meetings of the shareholders of the Corporation may be held at such time and place within or without the State of New York as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting

The annual meeting of the shareholders shall be held in each year within thirty (30) days of the anniversary date of filing of the Certificate of Incorporation, and the shareholders shall then elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. Notice of Annual Meeting

Written notice of the place, date and hour of the annual meeting of shareholders shall be given personally or by mail to each shareholder entitled to vote thereat not less than ten (10) nor more than fifty (50) days prior to the meeting.

Section 4. Special Meetings

Special meetings of the shareholders for any purposes, unless otherwise prescribed by law or by the Certificate of Incorporation, may be called by the President or the Board of

Directors, and shall be called by the President at the written request of shareholders holding at least twenty percent (20%) in amount of shares of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meeting

Written notice of a special meeting of the shareholders, stating the place, date and hour of the meeting, the purpose or purposes for which the meeting is called, and by or at whose direction it is being issued, shall be given personally or by mail to each shareholder entitled to vote thereat, not less than ten (10) nor more than fifty (50) days prior to the meeting.

Section 6. Quorum

Except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, the holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote thereat shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of the shareholders; provided, however, that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such class or series issued and outstanding and entitled to vote thereat shall constitute a quorum for the transaction of such specified item of business. If a quorum shall not be present at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, until a quorum shall be present. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Voting

(a) At any meeting of the shareholders every shareholder having the right to vote shall be entitled to vote in person or by proxy. Each shareholder shall have one (1) vote for each share of stock having voting power which is registered in his name on the books of the Corporation. Except where another date shall have been fixed as a record date for the determination of its shareholders entitled to vote, no share of stock shall be voted at any election of Directors which shall have been transferred on the books of the Corporation within twenty (20) days next preceding such election of Directors.

(b) Except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, all elections of Directors shall be decided by a plurality of the votes cast, and all other matters shall be decided by a majority of the votes cast.

Section 8. Proxies

A proxy, to be valid, shall be executed by the shareholder or the shareholder's authorized officer, director, employee or agent signing such writing or causing his/her signature to be affixed to such writing by any reasonable means of delivery but not limited to by facsimile signature. No proxy shall be valid after the expiration of eleven (11) months from the date

thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except in those cases where an irrevocable proxy is permitted by law.

Section 9. Written Consents

Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.

ARTICLE III
DIRECTORS

Section 1. Board of Directors

Subject to any provision in the Certificate of Incorporation, the business of the Corporation shall be managed by its Board of Directors, each of whom shall be at least eighteen (18) years of age.

Section 2. Number; Tenure

(a) The number of Directors constituting the entire Board of Directors shall be fixed from time to time by resolution of the shareholders, but shall in no event be less than one (1). The Board of Directors shall initially be composed of three (3) Directors.

(b) Directors shall be elected at the annual meeting of the shareholders, except as provided in Section 3 of this Article III. Except as otherwise provided by the Certificate of Incorporation, each Director shall be elected to serve until the next annual meeting of shareholders and until his successor has been elected and qualified.

Section 3. Resignation; Removal

Any Director may resign at any time. Except as otherwise provided by law, the Board of Directors may, by majority vote of all Directors then in office, remove a Director for cause. Subject to applicable provisions of law, any or all of the Directors may be removed with or without cause by vote of the shareholders at any time.

Section 4. Vacancies

Except as otherwise provided by the Certificate of Incorporation, if any vacancies occur in the Board of Directors by reason of the death, resignation, retirement, disqualification or removal from office of any Director with cause, or if any new directorships are created, all of the Directors then in office, although less than a quorum, may, by majority vote, choose a successor or successors, or fill the newly created directorships, and the Directors so chosen shall hold office until the next annual meeting of the shareholders and until their successors shall be duly elected and qualified, unless sooner displaced; provided however, that if in the event of any such

vacancy, the Directors remaining in office shall be unable, by majority vote, to fill such vacancy within thirty (30) days of the occurrence thereof, the President or the Secretary may call a special meeting of the shareholders at which such vacancy shall be filled. In the event of any vacancy created by removal from office of any Director without cause, such special meeting of the shareholders shall be so called within thirty (30) days of the occurrence thereof, at which meeting such vacancy shall be filled.

ARTICLE IV
MEETINGS OF THE BOARD

Section 1. Place

Except as otherwise provided by the Certificate of Incorporation, and subject to the provisions of Section 6 of this Article IV, the Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of New York as may be determined by the Board of Directors. Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference, telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 2. Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 3. Special Meetings

Special meetings of the Board of Directors may be called by the Chairman of the Board, if any, or by the President on two (2) days notice to each Director, either personally or by mail; special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of one (1) Director.

Section 4. Quorum; Voting

At all meetings of the Board of Directors a majority of the entire Board shall be necessary to constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at the time of the vote if a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by law. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of any such adjournment shall be given to any Directors who were not present and, unless announced at the meeting, to the other Directors.

Section 5. Compensation

Directors, as such, shall not receive any stated salary for their services, but, by resolution

of the Board of Directors, a fixed fee and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 6. Written Consents

Unless otherwise restricted by the Certificate of Incorporation, any action required to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto by the members of the Board of Directors shall be filed with the minutes of the proceedings of the Board of Directors.

Section 7. Participation

Any one or more members of the board or any committee thereof may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time.

ARTICLE V
NOTICES

Section 1. Form; Delivery

Notices to Directors and shareholders shall be in writing and may be delivered personally or by mail. Notice by mail shall be deemed to be given at the time when deposited in the post office or a letter box, in a post-paid sealed wrapper, and addressed to Directors or shareholders at their addresses appearing on the records of the Corporation.

Section 2. Waiver

Whenever a notice is required to be given by any statute, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to such notice. In addition, any shareholder attending a meeting of shareholders in person or by proxy without protesting prior to the conclusion of the meeting the lack of notice thereof to him, and any Director attending a meeting of shareholders in person or by proxy without protesting prior to the conclusion of the meeting the lack of notice thereof to him, and any Director attending a meeting of the Board of Directors without protesting prior to the meeting or at its commencement, such lack of notice shall be conclusively deemed to have waived notice of such meeting.

ARTICLE VI
OFFICERS

Section 1. Officers

The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers including a Chairman of the Board as may be determined by the Board of Directors. Any two (2) or more offices may be held by the same person.

Section 2. Authority and Duties

All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws, or, to the extent not so provided, by the Board of Directors.

Section 3. Term of Office; Removal

All officers shall be elected by the Board of Directors and each shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders, and until his successor has been elected or appointed and qualified.

Section 4. Compensation

The compensation of all officers of the Corporation shall be fixed by the Board of Directors, and the compensation of agents shall either be so fixed or shall be fixed by officers thereunto duly authorized.

Section 5. Vacancies

If an office becomes vacant for any reason, the Board of Directors shall fill the vacancy. Any officer so appointed or elected by the Board of Directors shall serve only until the unexpired term of his predecessor shall have expired unless re-elected by the Board of Directors.

Section 6. The President

The President shall be the Chief Executive Officer of the Corporation; in the absence of the Chairman of the Board, or if there be no Chairman, he shall preside at all meetings of the shareholders and Directors; he shall be ex-officio a member of all standing committees, shall have general and active management and control of the business and affairs of the Corporation, subject to the control of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 7. The Vice-President

The Vice-President or, if there be more than one, the Vice-Presidents, in the order of their

seniority or in any other order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall generally assist the President and perform such other duties as the Board of Directors or the President shall prescribe.

Section 8. The Secretary

The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors, or President, under whose supervision he shall act. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Treasurer or Assistant Secretary. He shall keep in safe custody the certificate books and shareholder records and such other books and records as the Board may direct and shall perform all other duties incident to the office of the Secretary.

Section 9. The Assistant Secretary

During the absence or disability of the Secretary, any Assistant Secretary, or if there be more than one, the one so designated by the Secretary or by the Board of Directors, shall have all the powers and functions of the Secretary.

Section 10. The Treasurer

The Treasurer shall have the case and custody of the corporate funds, and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 11. The Assistant Treasurer

During the absence or disability of the Treasurer, any Assistant Treasurer, or if there be more than one, the one so designated by the Treasurer or by the Board of Directors, shall have all the powers and functions of the Treasurer.

Section 12. Bonds

In case the Board of Directors shall so require, any officer or agent of the Corporation

shall give the Corporation a bond for such term, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

ARTICLE VII
SHARE CERTIFICATES

Section 1. Form; Signature

The certificates for shares of the Corporation shall be in such form as shall be determined by the Board of Directors and shall be numbered consecutively and entered in the books of the Corporation as they are issued. Each certificate shall exhibit the registered holder's name and the number and class of shares, and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if there by any, or the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and shall bear the seal of the Corporation or a facsimile thereof.

Section 2. Lost Certificate

The Board of Directors may direct a new share certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

Section 3. Registration of Transfer

Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation or such transfer agent to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Registered Shareholders

Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or other distributions, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person, whether or not it has actual or other notice thereof, except as otherwise provided by the laws of

the State of New York.

Section 5. Record Date

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shares or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action affecting the interests of shareholders, the Board of Directors may fix, in advance, a record date. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of any such meeting, nor more than fifty (50) days prior to any other action.

In each such case, except as otherwise provided by law, only such persons as shall be shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express such consent or dissent, or to receive payment of such dividend, or such allotment of rights, or otherwise to be recognized as shareholders for the related purpose, notwithstanding any registration of transfer of shares on the books of the Corporation after any such record date so fixed.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 2. Dividends

Dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting and may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and the law.

Section 3. Reserves

Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purposes as the Board of Directors shall deem conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 4. Checks

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to

time designate.

Section 5. Seal

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal New York". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

ARTICLE IX
AMENDMENTS

Section 1. Adoption; Amendment; Repeal

Bylaws of the Corporation may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of any Directors. Bylaws of the Corporation may also be adopted, amended or repealed by the Board of Directors, but any Bylaw adopted by the Board of Directors may be amended or repealed by the shareholders entitled to vote thereon as herein provided.

Section 2. Amendments Affecting Election of Directors

If any Bylaw regulating an impending election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of shareholders for the election of Directors the Bylaw so adopted, amended or repealed, together with a concise statement of the changes made.

EXHIBIT C

SHAREHOLDERS' AGREEMENT

This Agreement, made on *January 16 2015*, by and among *Douglas Butdorf*, residing at [redacted] and *Thomas Gosrich*, residing at [redacted] *Eduardo Suarez, residing at* [redacted] (hereinafter referred to as the "Shareholders") and *North Country Roots, Inc.*, a New York corporation having its principal office at *64 Trafalgar Dr. Plattsburgh, NY 12901* (hereinafter called the "Corporation").

WITNESSETH:

Whereas, the parties are shareholders of the Corporation; and

Whereas, the parties wish to make certain agreements relating to and affecting the Corporation, and their respective rights, interests, and obligations in and to the Corporation, and as to the shares of the Corporation, and further wish to impose certain restrictions upon the transfer of the shares of the Corporation, and to provide for the purchase by the other parties of a decedent's interest in the Corporation, and finally, to provide the funds necessary to carry out these purposes;

Now, therefore, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

ARTICLE I. SHARES

1. The Corporation shall have an authorized *200* shares, all of which shall be without par value. This amount may be increased as provided for in the Business Corporation Law as the shareholders of the corporation and Board of Directors may agree.

2. In consideration of the payment of $[redacted] paid by *Douglas Butdorf*, $[redacted] paid by *Thomas Gosrich*, and $[redacted] paid by *Eduardo Suarez* the Corporation has issued [redacted] shares to *Douglas Butdorf*, [redacted] shares to *Thomas Gosrich*, and [redacted] shares to *Eduardo Suarez* which shares represent [redacted]% of all the issued and outstanding shares of the Corporation at the time of this Agreement.

ARTICLE II. OFFICERS, DIRECTORS, AND MANAGEMENT

1. The Shareholders agree to vote for *Douglas Butdorf, Thomas Gosrich, and Eduardo Suarez*, so long as they are shareholders and are not disqualified to serve as directors under the laws of New York as directors of the Corporation.

2. That, in the sole discretion of the Board of Directors, any Shareholder may be employed by the Corporation to manage the Corporation's business subject to and in accordance with the policies of the Board of Directors.

3. In connection with the management and operation of the business of the Corporation, each Shareholder, who is also an employee of the Corporation, must competently perform his or her duties as an employee to continue to be employed by the Corporation and receive a salary. Subject to any contracts of employment, the employment relationship between the Corporation and each Shareholder, who is also an employee of the Corporation, shall be at-will.

ARTICLE III. RESTRICTIONS ON TRANSFER

1. Each of the Shareholders agrees that, he/she/it will not sell, assign, transfer, pledge, encumber, grant an option, whether by operation of law or otherwise, with respect to or in any other manner dispose of any or all of his/her/its shares (whether voting or non-voting) for one (1) year. After that one (1) year period, no Shareholder shall dispose of (sell, transfer, assign, pledge) or encumber any of his/her/its shares in the Corporation except upon the following conditions:

a. The party(ies) desiring to dispose of or encumber his/her/its shares shall give to the other Shareholders written notice by registered mail of his/her/its intention, and such notice shall contain an offer to sell all of his/her/its Shares in accordance with the terms of this Agreement and the other Shareholders shall have the right to purchase the total of the shares owned by the offering Shareholder, prorata, at a price determined in accord with the formula set forth in Article V of this Agreement. The Shareholders shall have 30 days from the receipt of the written offer to either accept or reject this offering.
b. In the event that the Shareholders refuse to accept the offer, then and only then the offering Shareholder may offer the shares to outside parties. In the event that an outside party shall agree to purchase the shares, but the price which he or she is to pay shall be less than the price at which the shares were offered to the other Shareholders, then the offering Shareholder must reoffer the shares to the other Shareholders at the same price he or she has received an offer from the outside party. The Shareholders shall have 15 days from the receipt of the written offer to either accept or reject this subsequent offering.
c. In the event that the shares are sold to an outside party, then they must be sold subject to all of the restrictions contained in this Agreement.

ARTICLE IV. SALE UPON DEATH OF SHAREHOLDER

1. **Inheritance of Shares by Beneficiaries.** Upon the death of any Shareholder, the shares of that Shareholder shall be inheritable in accordance with the operative provisions of the estate planning documents of the Shareholder or the intestacy laws of the Shareholder's State of domicile. However, in order for said shares to be inheritable, the beneficiary inheriting the shares must sign an Adoption Agreement adopting this Agreement, including any subsequent modifications, in its entirety.
2. **Payout of Beneficiaries.** If the beneficiary inheriting the shares refuses to sign an Adoption Agreement then, the remaining Shareholder(s), prorata, may, in their sole discretion, either allow the shares to pass to his or her beneficiaries without an Adoption Agreement or purchase all of his/her/its stock at a price as established in Article V of this Agreement. Upon the redemption of the shares by the Shareholder(s) he/she/it/they shall pay the purchase price in cash, except if the purchase price of the shares being transferred exceeds $50,000.00, then the Shareholder purchasing the shares shall have the option of paying the purchase price: (i) in cash at the closing or (ii) in accordance with Article VI.

ARTICLE V. DETERMINATION OF PURCHASE PRICE

1. The purchase price to be paid by the Shareholder(s) for the purchase of any shares under this article shall be determined as follows:

a. The total purchase price of the terminating Shareholder's interest shall be the Shareholder's proportionate part of the net worth of the Corporation on the valuation date immediately preceding a terminating Shareholder's termination as determined by the Shareholders. The Shareholders shall, at least annually, on *December 31*, of each year hereafter, indicate on the attached Exhibit A the agreed net worth of the Corporation. Each entry of the agreed net worth, from time to time, shall be set forth in Exhibit A and be initialed by the Shareholders. In no event, however, shall the value of a deceased terminating Shareholder's shares be less than the proceeds of any life insurance which may be purchased on his or her life by the Corporation for the purpose of purchasing a deceased Shareholder's shares. The term "proceeds" is understood to include any amount received by reason of death, by accidental means under any agreement for additional indemnity, as well as the face amount plus any dividends and any additional amounts payable to the beneficiary. Nothing in this agreement is intended to prohibit the Corporation from purchasing key person insurance on the life of a Shareholder, the proceeds from which are to be retained by the Corporation.

b. In the event that the Shareholders fail to revise the valuation of the Corporation from time to time, then the most recent valuation shall control, plus or minus any and all additions or deductions from book value of the Corporation as determined by the Corporation's accountants, from and after the date of the last valuation specified in Exhibit A. If the accountant is required to determine additions or deductions from book value he or she shall do so in accordance with generally accepted accounting standards and include such tests of the accounting records and such other auditing procedures as considered necessary in the circumstances.

ARTICLE VI. PAYMENT OF PURCHASE PRICE

1. In the event that shares are purchased by the Shareholders pursuant to this Agreement, 20% of the purchase price shall be paid at the time of closing, but in the event of death not less than the amount of insurance maintained and received by the Corporation for that purpose on the life of the deceased Shareholder. The balance, if any, shall be paid in *36* consecutive monthly payments beginning one month after the closing date. The unpaid balance shall be evidenced by a series of negotiable promissory notes made by the purchaser to the order of the offerer and shall bear interest at the rate per annum, which complies with the minimum rate for transactions between related taxpayers as established by the Internal Revenue Service.

2. If notes are delivered as part of the purchase price, the shares of the selling Shareholder shall be held in escrow by the attorney for the Corporation until the last note is paid. In addition, until the last note is paid the Corporation and the individual Shareholders are prohibited from: (a) selling or disposing of the assets of the Corporation out of the normal course of business; (b) liquidating or dissolving the Corporation; or (c) doing any act out of the normal course of business which would jeopardize payment of the notes due.

ARTICLE VII. DISABILITY

[Intentionally Omitted]

ARTICLE VIII. RESTRICTIVE COVENANT

1. Each Shareholder agrees that he or she will always hold secret and inviolate the Corporation's patient lists, employee lists, cost data and all the trade secrets and working methods of the Corporation of which he or she has knowledge and that he or she will not, at any time, directly or indirectly, divulge to any person, firm or corporation any information acquired by him or her while a Shareholder of the Corporation.

2. Each Shareholder further agrees that as long as he or she is a Shareholder of the Corporation and for a period of *1* year thereafter, he or she will not directly or indirectly own, manage, operate, control, be employed by, participate in, or be connected in any manner, with the ownership, management, operation, or control any *Marijuana growing or distribution* business, similar to the type of business conducted by the Corporation in any County where the Corporation now or hereafter operates a growing facility or dispensary including, but not limited, to the Counties of *Clinton, Franklin, and Essex*, New York.

ARTICLE IX. ENDORSEMENT OF SHARE CERTIFICATE

1. The Shareholders agree to endorse the certificate or certificates of shares held by them as follows:

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated _____, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."

ARTICLE X. TERMINATION OF AGREEMENT

1. This Agreement shall terminate on the occurrence of any of the following events:

a. Cessation of the Corporation's business;
b. Bankruptcy, receivership or dissolution of the Corporation;
c. Bankruptcy or insolvency of any Shareholder; and
d. Death of all of the Shareholders simultaneously or within a period of 30 days.

ARTICLE XI. CONSTRUCTION AND MISCELLANEOUS PROVISIONS

1. This Agreement may be altered, amended, or terminated only by a written instrument signed by both the Corporation and all of the Shareholders.

2. This Agreement shall be binding upon the Corporation and the Shareholders, their heirs, legal representative, successors and assigns.

3. This Agreement shall be subject to and governed by the laws of New York, irrespective of the fact that one or more parties now is or may become a resident of a different state.

4. Should any provision of this Agreement be void or invalid, the remaining provisions shall nevertheless be binding and shall remain in full force and effect to the same extent as though the void or invalid provision had been deleted from or had not been included in this Agreement.

5. Should any of the terms and provisions of the Certificate of Incorporation or the Bylaws of the Corporation conflict with the terms and provisions of this Agreement, this Agreement shall be controlling and shall take precedence.

6. Any notice sent to any party to this Agreement shall be deemed sufficient if sent by the party by certified mail, or served at the address listed above for the party, or at the last address listed for the party in the stock record books of the Corporation.

In Witness Whereof, the parties sign on the day and year first above written.

Douglas Butdorf, Shareholder	*Thomas Gosrich, Shareholder*
Eduardo Suarez, Shareholder	Douglas Butdorf, President of North Country Roots, Inc.

EXHIBIT A

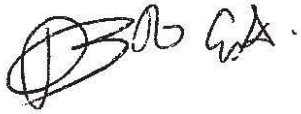
DETERMINATION OF NET WORTH

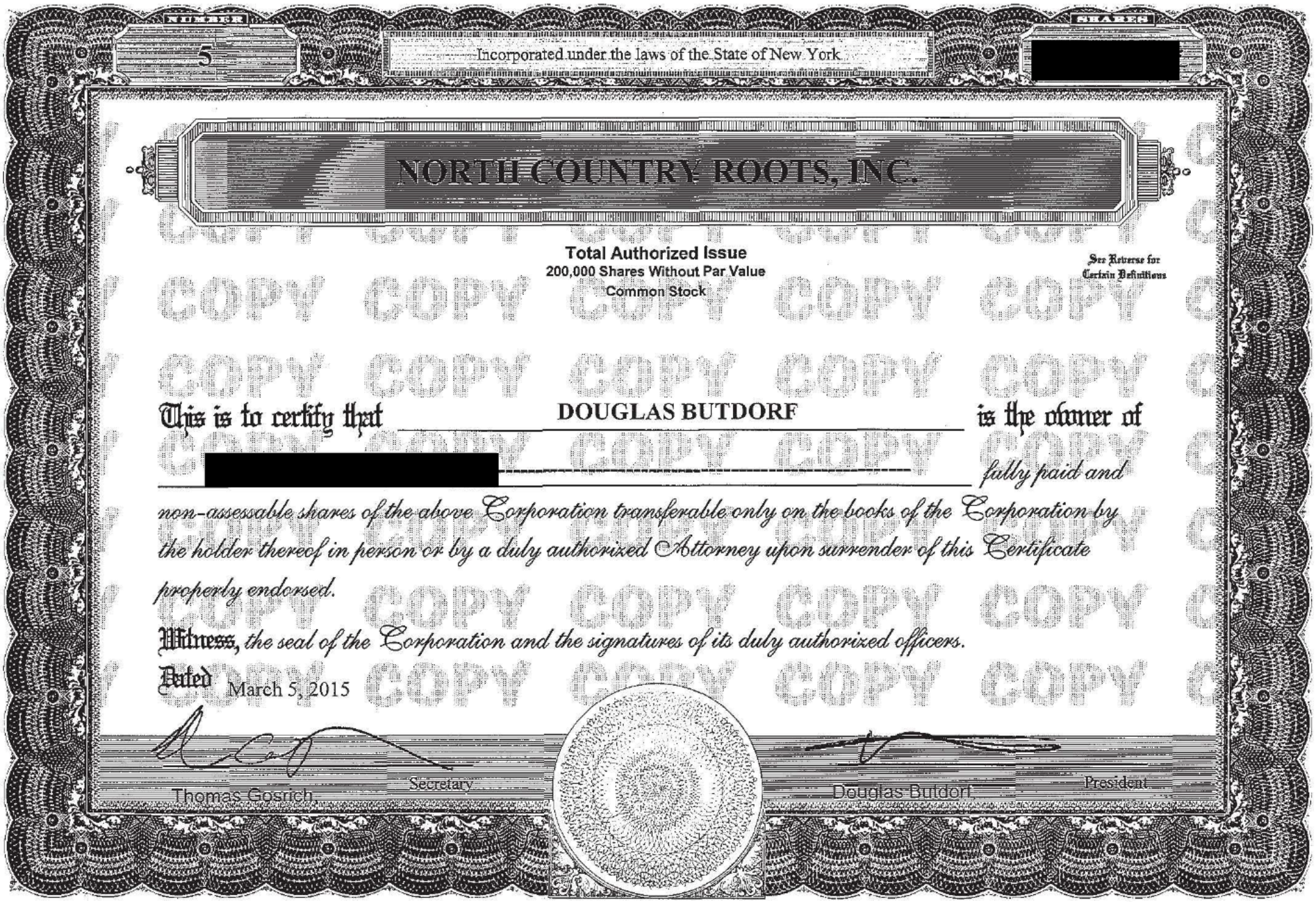
The undersigned, *Douglas Butdorf, Thomas Gosrich, and Eduardo Suarez* having computed and determined the net worth of *North Country Roots, Inc.*, do state that the amount of the net worth of the Corporation, taking into consideration not only all the tangible assets of the Corporation but all intangible assets, as well as including goodwill, is determined to be:

For the Period Ending: *January 16, 2016*

Amount: *$1,325,000*

Initials: *DB, TG, ES*





NUMBER 5

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that **DOUGLAS BUTDORF** is the owner of [redacted]

fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, *the seal of the Corporation and the signatures of its duly authorized officers.*

Dated March 5, 2015

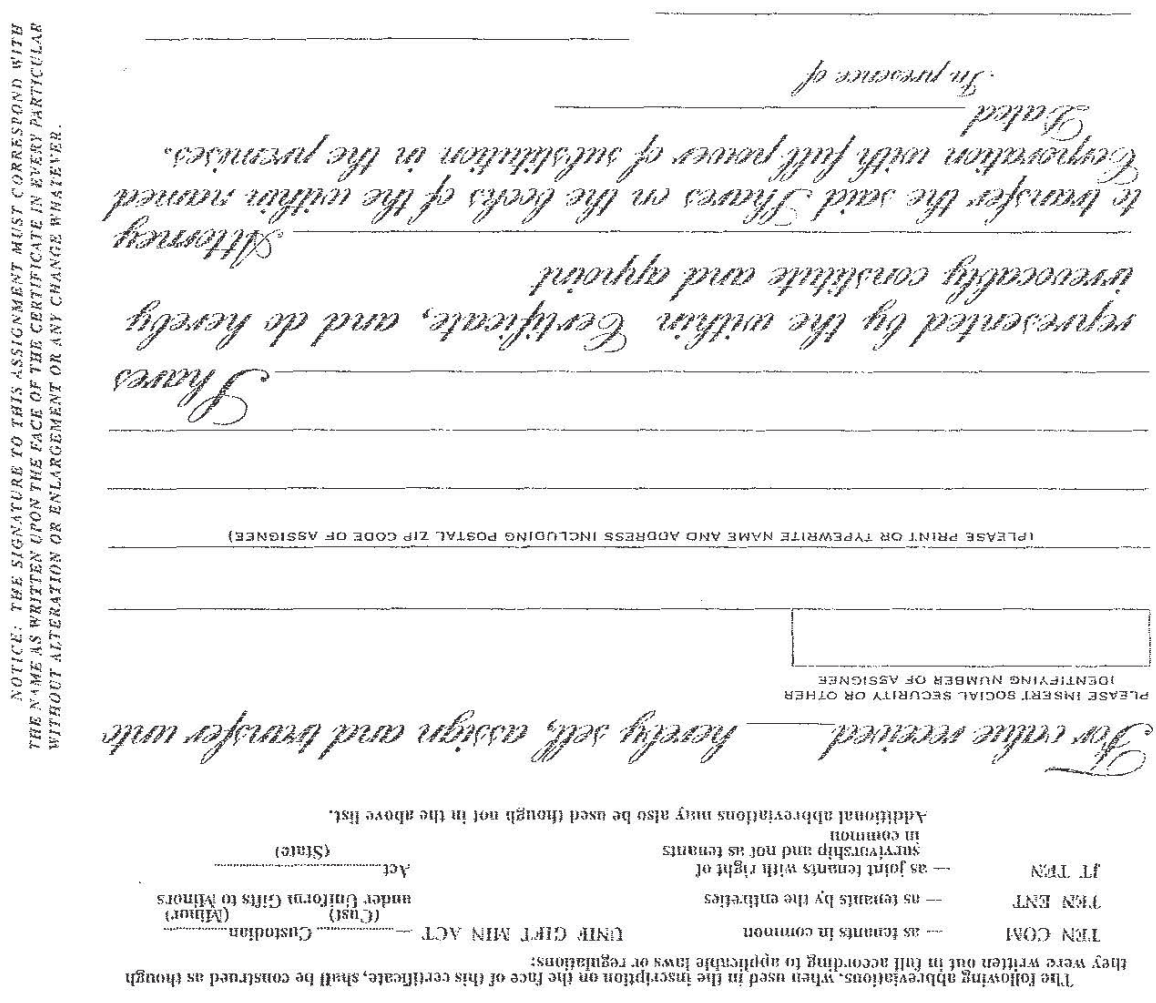
Thomas Gosrich, Secretary

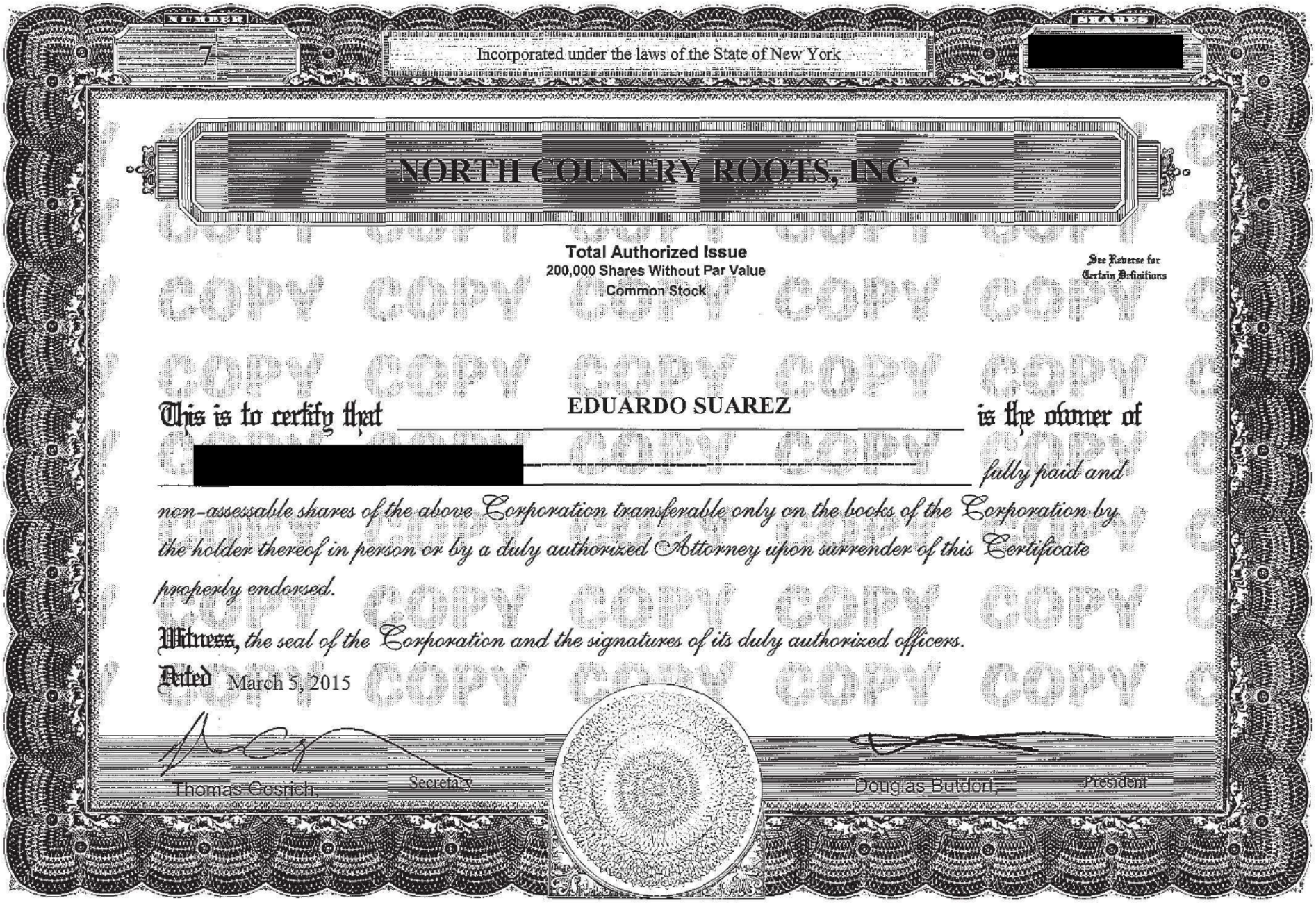
Douglas Butdorf, President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."





NUMBER 7

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that **EDUARDO SUAREZ** is the owner of [redacted] fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated March 5, 2015

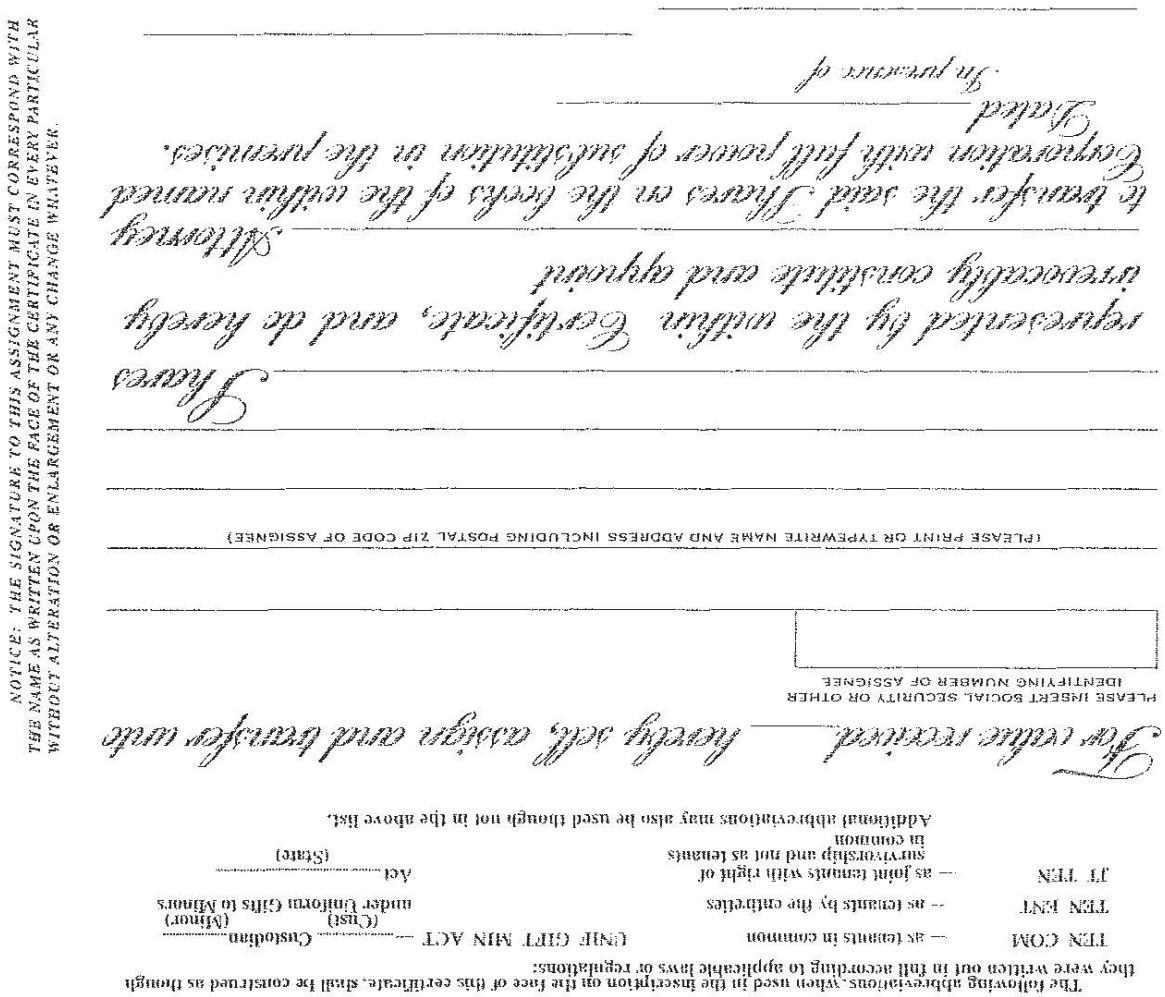
Thomas Cosrich, Secretary

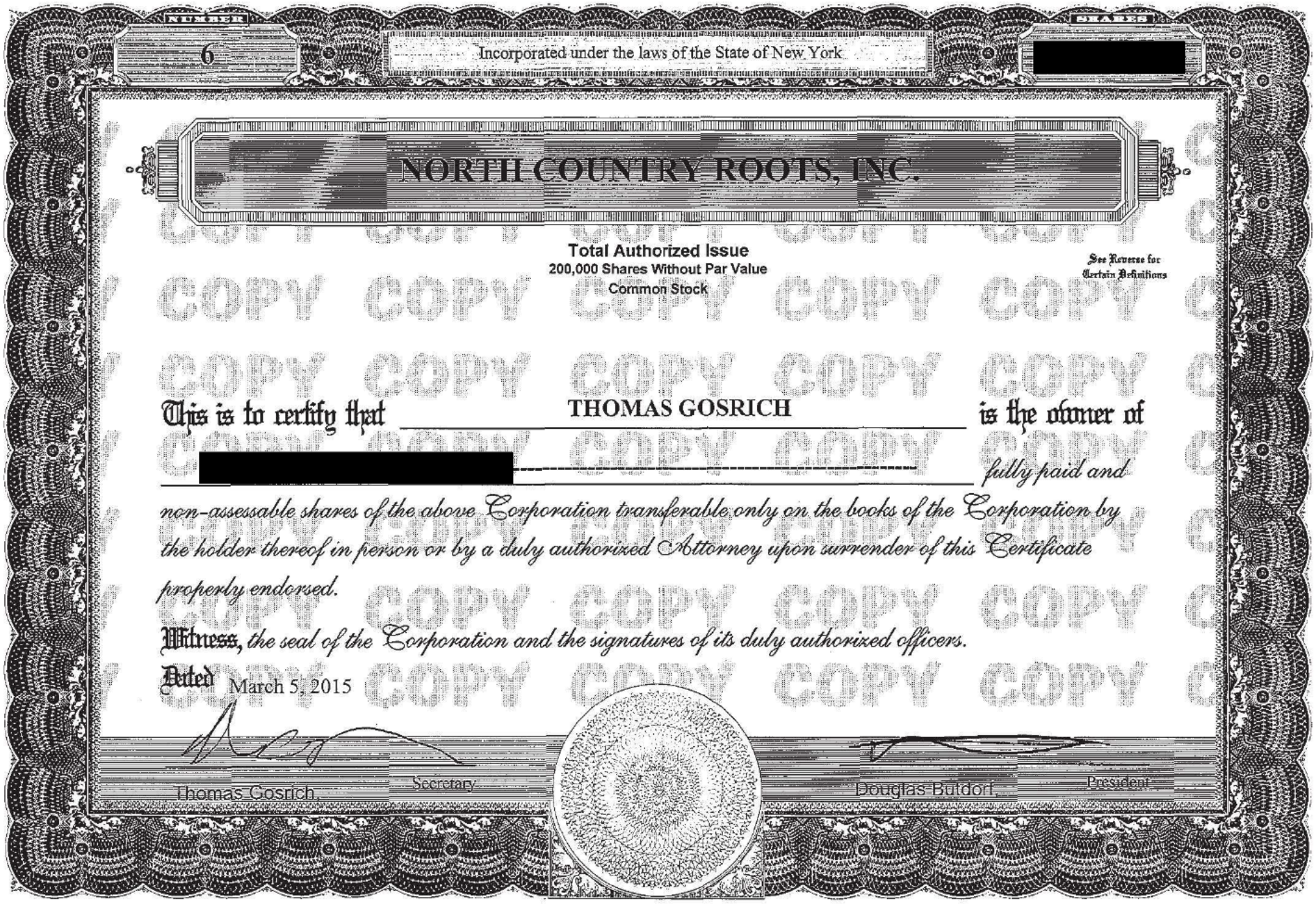
Douglas Buldoni, President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."





NUMBER 6

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that THOMAS GOSRICH is the owner of [redacted] fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated March 5, 2015

Thomas Gosrich, Secretary

Douglas Buldorf, President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."

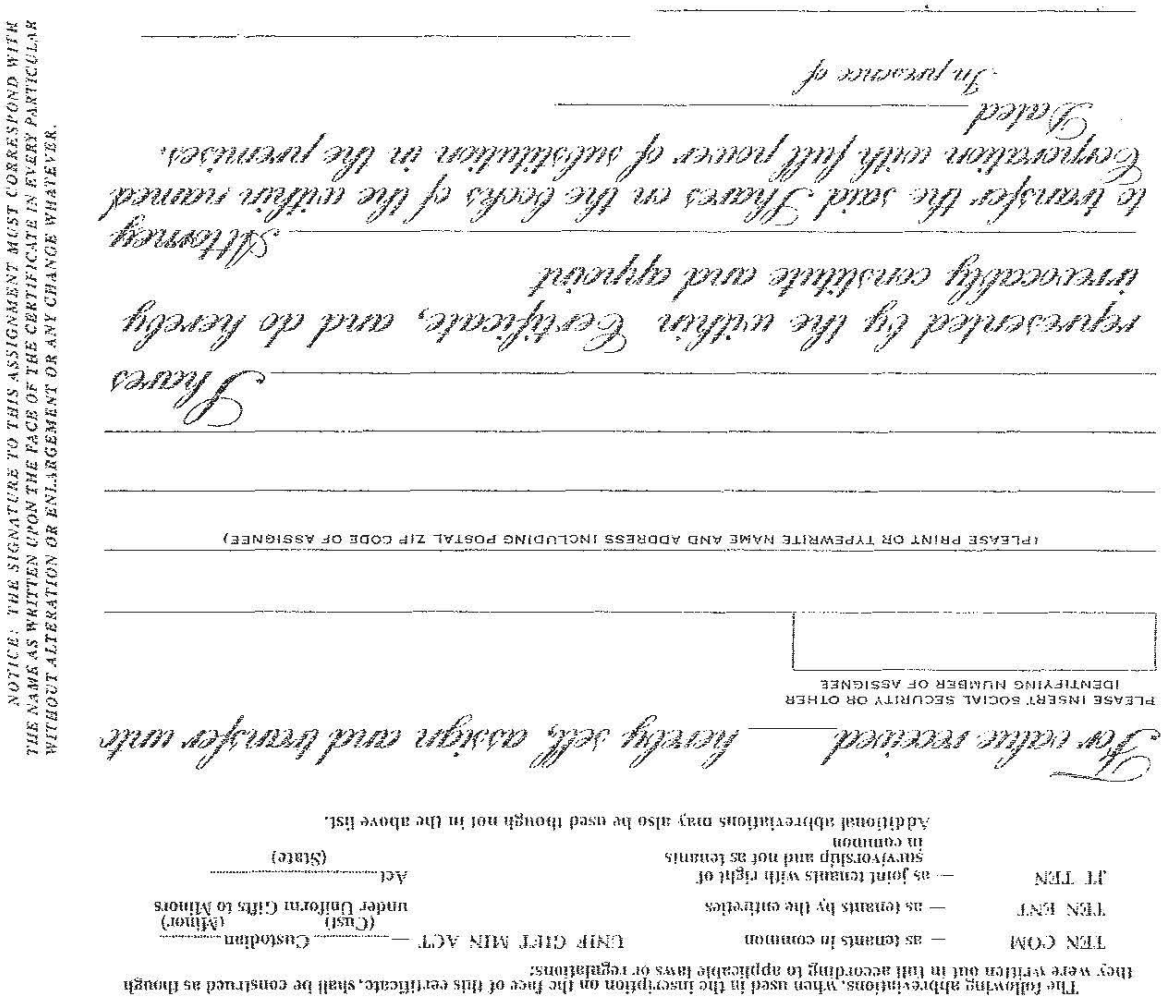
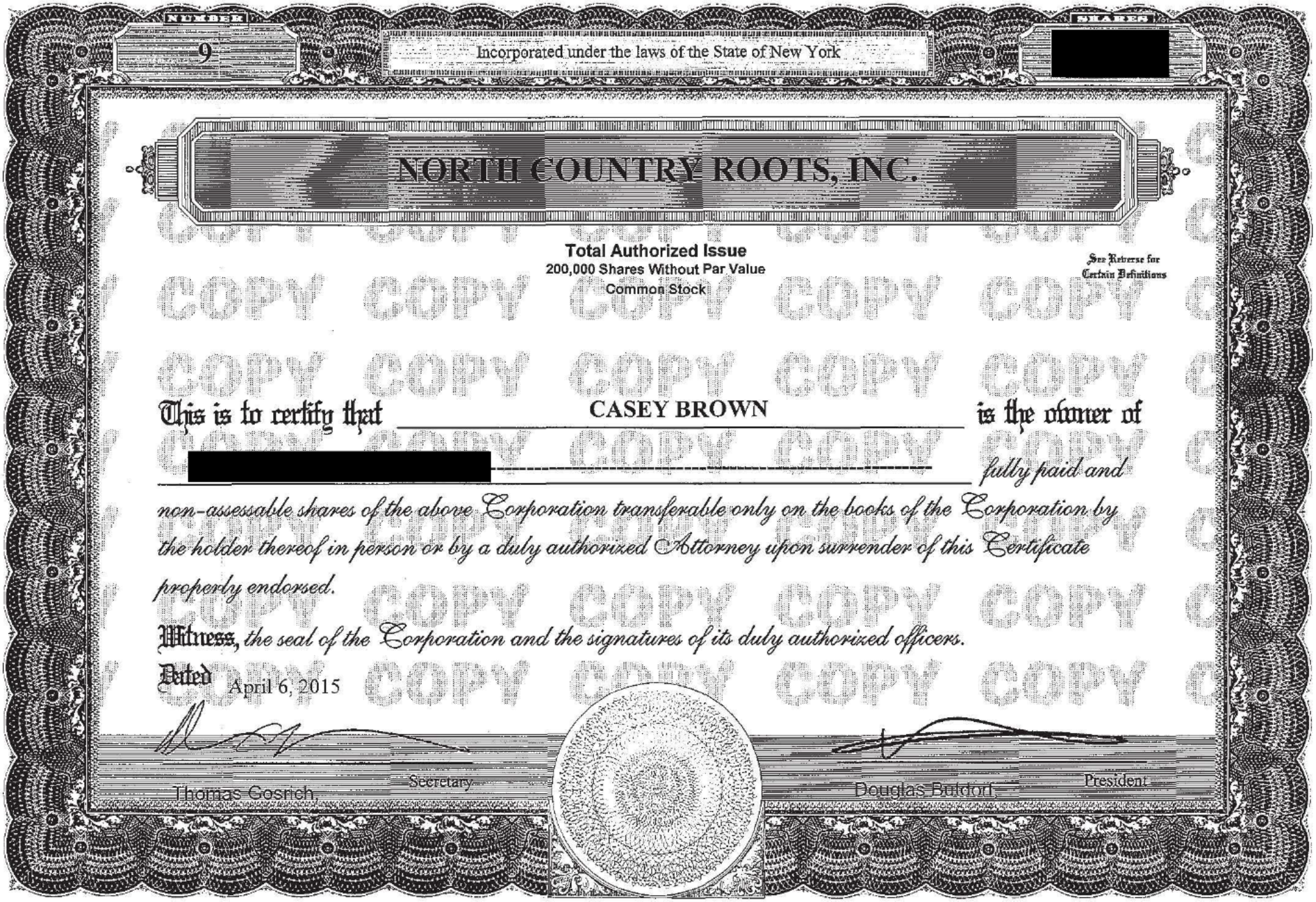


EXHIBIT D

NORTH COUNTRY ROOTS



NUMBER 9

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that CASEY BROWN is the owner of [redacted] fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated April 6, 2015

Thomas Gosrich, Secretary

Douglas Buldorf, President

CORPKIT, NEW YORK

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

For value received, hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE)

Shares

represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney

to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated

In presence of

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-- as tenants in common	UNIF GIFT MIN ACT — ..... Custodian .....
TEN ENT	— as tenants by the entireties	(Cust) (Minor) under Uniform Gifts to Minors
JT TEN	— as joint tenants with right of survivorship and not as tenants in common	Act ..... (State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT E

EXHIBIT B

RESTRICTED STOCK PURCHASE AGREEMENT, WITH REPURCHASE OPTION

This Restricted Stock Purchase Agreement (the "Agreement") is made as of **February 2, 2015** ("Effective Date") by and between North Country Roots, Inc., a corporation organized and existing under the laws of the State of New York (the "Corporation") and Ceres Project Management, LLC (the "Purchaser").

In consideration of the mutual covenants and representations set forth below, the Corporation and Purchaser agree as follows:

1. **Purchase and Sale of the Shares**. Subject to the terms and conditions of this Agreement, the Corporation agrees to sell to Purchaser and Purchaser agrees to purchase from the Corporation on the Closing (as defined below) eleven thousand one hundred and forty (11,140) shares of the Corporation's Common Stock, no par value per Share (the "Shares") in exchange for one cent for each share ($0.01) or one hundred eleven dollars and forty cents ($111.40) (the "Purchase Price") and as compensation for the Purchaser's future services to the Company pursuant to the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT.
2. **Closing.** The transfer of the Shares shall occur upon the execution of this Agreement and upon the provision of all consideration as provided for above. The Closing will take place at the principal office of the Corporation or at such other place as shall be designated by the Corporation.
3. **Possession of Shares after Closing**. Purchaser agrees, immediately upon Closing, to deliver such certificate(s), together with a stock power, in the form of Exhibit E attached to this Agreement, executed by Purchaser and by Purchaser's spouse, if any (with the date and number of Shares left blank), to the Secretary of the Corporation. These documents shall be held by the Secretary of the Corporation in accordance with the following provisions:
    a. Lapse of Restrictions. Once the restrictions relating to some or all of the Shares have lapsed, the Secretary of the Corporation shall deliver the Shares on which such restrictions have lapsed to the Purchaser, along with the deferred dividends paid on such Shares and interest (if any) earned on the deposit of the dividends with the Secretary of the Corporation.
    b. Reacquisition by Company. Upon the occurrence of any of the events which give the Company the right to reacquire the Shares, the Secretary of the Corporation shall deliver to the Company the Shares (and the executed stock power) along with all remaining deferred dividends and interest earned on the deposit of the dividends with the Secretary of the Corporation.

c. Disputes. Should any dispute arise with respect to the delivery, ownership, right of possession of the Shares, or the due and proper performance by any party of its obligations hereunder, the Secretary of the Corporation shall retain in its possession without liability to anyone all or any part of the Shares, deferred dividends and interest, if any, until such dispute shall have been settled either by mutual agreement by the parties concerned, or through the Dispute Resolution Provisions of Section 10 of this Agreement.

d. Retention of Dividends. Payment to the Grantee of any dividends paid on the shares has been deferred until the occurrence of one of the events specified in this Agreement. Such deferred dividends shall be held in an account of the Corporation and the Purchaser hereby grants the Secretary of the Corporation a power of attorney to endorse and deposit any dividend checks received, on behalf of the Purchaser, by the Secretary of the Corporation. Dividends derived from Shares and interest, if any, earned on the deposit of the dividends shall be distributed to the Grantee or the Company when such Shares are distributed as provided through Lapse of Restrictions or the Repurchase Option of Company.

4. **Beneficial Ownership of Shares**. Subject to the terms hereof, the Purchaser shall have all the rights of a stockholder with respect to such Shares while they are held by the Secretary of the Corporation, including without limitation, the right to vote the Shares. If, from time to time during the term of the Corporation's Repurchase Option, there is: (i) any stock dividend, stock split, or other change in the Shares, (ii) any dividend of cash or other property on the Shares, or (iii) any merger or sale of all or substantially all of the assets or other acquisition of the Corporation, then any and all new, substituted or additional securities or cash or other consideration to which the Purchaser is entitled by reason of the Purchaser's ownership of the Shares shall immediately become subject to this Agreement and shall be treated as "Shares" for purposes of this Agreement.

5. **Repurchase Options.** In the event that the Purchaser ceases to be a consultant or advisor of the Corporation (a "Service Provider") for any or no reason, including, without limitation, by reason of Purchaser's death or disability as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code") ("Disability"), resignation or involuntary termination, the Corporation shall, from such time (as determined by the Corporation in its discretion), have the right, but not the obligation (the "Repurchase Option"), for a period of 90 days from the date Purchaser ceases to be a Service Provider, to repurchase any Shares which have not yet been released from the Repurchase Option (the "Unreleased Shares") at a price equal to $10 per share multiplied by a fraction the numerator of which being the number of months, rounded up to the nearest whole month, since the Effective Date of this Agreement and the denominator of which being forty-eight (48) months (the "Repurchase Price"). The Repurchase Option shall be exercised by the Corporation by delivering written notice to the Purchaser or, in the event of the Purchaser's death, the Purchaser's executor and, at the Corporation's option (i) by

delivering to the Purchaser or the Purchaser's executor a check in the amount of the aggregate Repurchase Price, or (ii) by canceling an amount of the Purchaser's indebtedness to the Corporation equal to the aggregate Repurchase Price, or (iii) by issuing a promissory note to the Purchaser or the Purchaser's executor paying the aggregated Repurchase Price in equal installments over a period of one (1) year; or (iv) by a combination of (i), (ii), and (iii) such that the combined payment, through (i) and/or (iii), and cancellation of indebtedness, through (ii), equals the aggregate Repurchase Price. Upon delivery of such notice and the payment of the aggregate Repurchase Price, the Corporation shall become the legal and beneficial owner of the Unreleased Shares being repurchased and all rights and interests therein or relating thereto, and the Corporation shall have the right to retain and transfer to its own name the number of Unreleased Shares being repurchased by the Corporation.

6. **Release of Shares from Repurchase Option; Vesting.**
    a. Vesting. So long as the Purchaser's continuous status as a Service Provider has not terminated,
        i. ten percent (10%) of the total number of Shares (rounded to the nearest whole share) shall be released from the Repurchase Option on the sixtieth (60th) day after execution of this Agreement, and
        ii. ten percent (10%) of the total number of Shares (rounded to the nearest whole share) shall be released from the Repurchase Option on the corresponding day six (6) months from the date of this Agreement (or if there is no corresponding day in any such month, on the last day of the relevant month), and
        iii. ten percent (10%) of the total number of Shares (rounded to the nearest whole share) shall be released from the Repurchase Option on the corresponding day twelve (12) months from the date of this Agreement (or if there is no corresponding day in any such month, on the last day of the relevant month), and
        iv. ten percent (10%) of the total number of Shares (rounded to the nearest whole share) shall be released from the Repurchase Option on the corresponding day eighteen (18) months from the date of this Agreement (or if there is no corresponding day in any such month, on the last day of the relevant month), and
        v. ten percent (10%) of the total number of Shares (rounded to the nearest whole share) shall be released from the Repurchase Option on the corresponding day twenty-four (24) months from the date of this Agreement (or if there is no corresponding day in any such month, on the last day of the relevant month), and
        vi. thereafter, the remaining fifty percent (50%) of the total number of Shares shall be released from the Repurchase Option in equal monthly

installments over the next twelve (12) months on the corresponding day of each relevant month (or if there is not corresponding day in any such month, on the last day of such month).

b. Acceleration upon Change in Control. If in the event of a Change in Control, the Recipient is Involuntarily Terminated by the Corporation or its successor or surviving entity (or parent thereof) within six months following such Change in Control, then 100% of the Unvested Shares will immediately and fully vest. If the Recipient is Involuntarily Terminated simultaneous with a Change in Control, such vesting will be deemed to occur immediately before consummation of the Change in Control. The term "Change in Control" shall mean the occurrence of any one of the following events:

   i. any person or more than one person acting as a group becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 70% or more of the total voting power represented by the Corporation's then outstanding voting securities (excluding any additional securities acquired by a person or more than one person acting as a group who before the acquisition is considered to own more than 30% of the total fair market value or total voting power of such securities);

   ii. the consummation of a merger, consolidation, or share exchange of the Corporation with or into any other entity or any other corporate reorganization, other than a merger, consolidation, share exchange, or reorganization that would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than 50% of the total voting power represented by the voting securities of the Corporation or such surviving entity or its parent outstanding immediately after such merger, consolidation, share exchange, or reorganization; or

   iii. the sale or disposition of all or substantially all the Corporation's assets (in one transaction or a series of related transactions within any period of 12 consecutive months), other than a sale or disposition to: (i) an entity, of which more than 50% of the total value or voting power of which is owned, directly or indirectly, by the Corporation, (ii) a person, or more than one person acting as a group, that owns, directly or indirectly, 30% or more of the total value or voting power of all the outstanding stock of the Corporation, or (iii) an entity that is controlled or owned, directly or indirectly, by a person(s) described in the preceding clause (ii).

c. Release. The Shares which have been released from the Corporation's Repurchase Option shall be delivered to the Purchaser and the Purchaser shall signs a document evidencing receipt of the released Shares.

7. Restrictions on Transfer.

a. The Purchaser hereby makes the investment representations listed on Exhibit C to the Corporation as of the date of this Agreement and as of the date of the Closing, and agrees that such representations are incorporated into this Agreement by this reference, such that the Corporation may rely on them in issuing the Shares. Purchaser understands and agrees that the Corporation shall cause the legends set forth below, or substantially equivalent legends, to be placed upon any certificate(s) evidencing ownership of the Shares, together with any other legends that may be required by the Corporation or by applicable state or federal securities laws:

i. THE SECURITIES EVIDENCED OR CONSTITUTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SECURITIES MUST NOT BE SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS THE REGISTRATION PROVISIONS OF SAID ACT HAVE BEEN COMPLIED WITH OR UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF ITS COUNSEL (OR OF OTHER COUNSEL ACCEPTABLE TO THE CORPORATION AND ITS COUNSEL) THAT SUCH REGISTRATION IS NOT REQUIRED).

ii. THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, A RIGHT OF FIRST REFUSAL, A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING AND A REPURCHASE OPTION HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS, RIGHT OF FIRST REFUSAL, LOCK-UP PERIOD AND REPURCHASE OPTION ARE BINDING ON TRANSFEREES OF THESE SHARES.

b. Stop-Transfer Notices. The Purchaser agrees that to ensure compliance with the restrictions referred to herein, the Corporation may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Corporation transfers its own securities, it may make appropriate notations to the same effect in its own records.

c. Refusal to Transfer. The Corporation shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

d. Lock-Up Period. Purchaser hereby agrees that Purchaser shall not sell, offer, pledge, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, lend or otherwise transfer or encumber, directly or indirectly, any Shares or other securities of the Corporation, nor shall Purchaser enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Corporation, during the period from the filing of the first registration statement of the Corporation filed under the Securities Act of 1933, as amended (the "Securities Act"), that includes securities to be sold on behalf of the Corporation to the public in an underwritten public offering under the Securities Act through the end of the 180-day period following the effective date of such registration statement (or such other period as may be requested by the Corporation or the underwrites to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions, including but not limited to the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto). The obligations described in this section shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. Purchaser further agrees, if so requested by the Corporation or any representative of its underwriters, to enter into such underwriter's standard form of "lockup" or "market standoff" agreement in a form satisfactory to the Corporation and such underwriter. The Corporation may impose stop transfer instructions with respect to securities subject to the foregoing restrictions until the end of any such restriction period.

e. Unreleased Shares. No Unreleased Shares subject to the Repurchase Option contained in Section 5 of this Agreement, nor any beneficial interest in such Shares, shall be sold, transferred, encumbered or otherwise dispose of in any way (whether by operation of law or otherwise) by the Purchaser, other than as expressly permitted or required by Section 5.

f. Released Shares. No Shares purchased pursuant to this Agreement, nor any beneficial interest in such Shares, shall be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by

the Purchaser or any subsequent transferee, other than in compliance with the Corporation's right of first refusal provisions contained in Section 8 of this Agreement.

8. **Company's Right of First Refusal**. Before any Shares acquired by the Purchaser pursuant to this Agreement (or any beneficial interest in such Shares) may be sold, transferred, encumbered or otherwise disposed of in any way (whether by operation of law or otherwise) by the Purchaser or any subsequent transferee (each a "Holder"), such Holder must first offer such Shares or beneficial interest to the Corporation and/or its assignee(s) as follows:
   a. Notice of Proposed Transfer. The Holder shall deliver to the Corporation a written notice stating: (i) the Holder's bona fide intention to sell or otherwise transfer the Shares; (ii) the name of each proposed transferee; (iii) the number of Shares to be transferred to each proposed transferee; (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the shares; and (v) that by delivering the notice, the Holder offers all such Shares to the Corporation and/or its assignee(s) pursuant to this section and on the same terms described in the notice.
   b. Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Holder's notice, the Corporation and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the proposed transferees, at the purchase price determined in accordance with Section 8.C.
   c. Purchase Price. The purchase price for the Shares purchased by the Corporation and/or its assignee(s) under this section shall be the price listed in the Holder's notice. If the price listed in the Holder's notice includes consideration other than cash, the cash equivalent value of the noncash consideration shall be determined by the Board of Directors of the Corporation in its sole discretion.
   d. Payment. Payment of the purchase price shall be made, at the Corporation's option (i) by delivering to the Purchaser or the Purchaser's executor a check in the amount of the aggregate Repurchase Price, or (ii) by canceling an amount of the Purchaser's indebtedness to the Corporation equal to the aggregate Repurchase Price, or (iii) by issuing a promissory note to the Purchaser or the Purchaser's executor paying the aggregated Repurchase Price in equal installments over a period of one (1) year; or (iv) by a combination of (i), (ii), and (iii) such that the combined payment, through (i) and/or (iii), and cancellation of indebtedness, through (ii), equals the aggregate Repurchase Price.
   e. Holder's Right to Transfer. If all of the Shares proposed in the notice to be transferred to a given proposed transferee are not purchased by the Corporation and/or its assignee(s) as provided in this section, then the Holder may sell or otherwise transfer such Shares to that proposed transferee; provided that: (i) the

transfer is made only on the terms provided for in the notice, with the exception of the purchase price, which may be either the price listed in the notice or any higher price; (ii) such transfer is consummated within 60 days after the date the notice is delivered to the Corporation; (iii) the transfer is effected in accordance with any applicable securities laws, and if requested by the Corporation, the Holder shall have delivered an opinion of counsel acceptable to the Corporation to that effect; and (iv) the proposed transferee agrees in writing to receive and hold the Shares so transferred subject to all of the provisions of this Agreement, including but not limited to this section, and there shall be no further transfer of such Shares except in accordance with the terms of this section. If any Shares described in a notice are not transferred to the proposed transferee within the period provided above, then before any such Shares may be transferred, a new notice shall be given to the Corporation, and the Corporation and/or its assignees shall again be offered the right of first refusal described in this section.

f. Termination of Right of First Refusal. The right of first refusal contained in this section shall terminate as to all Shares purchased hereunder upon the earlier of: (i) the closing date of the first sale of Common Stock of the Corporation to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act, and (ii) the closing date of a Change of Control pursuant to which the holders of the outstanding voting securities of the Corporation receive securities of a class registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.

9. **Tax Consequences**. The Purchaser has reviewed, with the Purchaser's own tax advisors, the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Purchaser is relying solely on such advisors and not on any statements or representations of the Corporation or any of its agents. The Purchaser understands that the Purchaser (and not the Corporation) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement. The Purchaser understands that Section 83 of the Code, taxes as ordinary income the difference between the purchase price for the Shares and the fair market value of the Shares as of the date any restrictions on the Shares lapse. In this context, "restriction" includes the right of the Corporation to buy back the Shares pursuant to the Repurchase Option. The Purchaser understands that the Purchaser may elect to be taxed at the time the Shares are purchased rather than when and as the Repurchase Option expires by filing an election under Section 83(b) of the Code with the IRS within 30 days from the date of purchase. PURCHASER FURTHER ACKNOWLEDGES THAT THE CORPORATION IS NOT RESPONSIBLE FOR FILING THE P PURCHASER'S 83(b) ELECTION, AND THE COMPANY HAS DIRECTED PURCHASER TO SEEK INDEPENDENT ADVICE REGARDING THE

APPLICABLE PROVISIONS OF THE CODE, THE INCOME TAX LAWS OF ANY MUNICIPALITY, STATE OR FEDERAL GOVERNMENT OR FOREIGN COUNTRY IN WHICH PURCHASER MAY RESIDE, AND THE TAX CONSEQUENCES OF PURCHASER'S DEATH.

10. General Provisions.

a. Choice of Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of New York.

b. Integration. This Agreement, including all exhibits hereto, represents the entire agreement between the parties with respect to the purchase of the Shares by the Purchaser and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement including but not limited to any representations made during any interviews, relocation discussions or negotiations whether written or oral.

c. Notices. Any notice, demand, offer, request or other communication required or permitted to be given by either the Corporation or the Purchaser pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service, or (v) four days after being deposited in the U.S. mail, First-Class with postage prepaid and return receipt requested, and addressed to the parties at the addresses provided to the Corporation (which the Corporation agrees to disclose to the other parties upon request) or such other address as a party may request by notifying the other in writing.

d. Successors. Any successor to the Corporation (whether direct or indirect and whether by purchaser, merger, consolidation, liquidation or otherwise) to all or substantially all of the Corporation's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Corporation would be required to perform such obligations in the absence of a succession. For all purposes of this Agreement, the term "Corporation" shall include any successor to the Corporation's business and/or assets which executes and delivers the assumption agreement described in this section or which becomes bound by the terms of this Agreement by operation of law. Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon Purchaser and his or her heirs, executors, administrators, successors and assigns.

e. Assignment; Transfers. Except as set forth in this Agreement, this Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by the Purchaser without the prior written

consent of the Corporation. Any attempt by the Purchaser without such consent to assign, transfer, delegate, or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Except as set forth in this Agreement, any transfers in violation of any restriction upon transfer contained in any section of this Agreement shall be void, unless such restriction is waived in accordance with the terms of this Agreement.

f. Waiver. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision nor prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and shall not constitute a waiver of either party's right to assert any other legal remedy available to it.

g. Purchaser Investment Representations and Further Documents. The Purchaser agrees upon request to execute any further documents or instruments necessary or reasonably desirable in the view of the Corporation to carry out the purposes or intent of this Agreement, including (but not limited to) the applicable exhibits and attachments to this Agreement.

h. Severability. Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law.

i. Rights as Stockholder. Subject to the terms and conditions of this Agreement, Purchaser shall have all of the rights of a stockholder of the Corporation with respect to the Shares from and after the date that Purchaser delivers a fully executed copy of this Agreement (including the applicable exhibits and attachments to this Agreement) an full payment for the Shares to the Corporation, and until such time as Purchaser disposes of the Shares in accordance with this Agreement. Upon such transfer, Purchaser shall have no further rights as a holder of the Shares so purchased except (in the case of a transfer to the Corporation) the right to receive payment for the Shares so purchased in accordance with the provisions of this Agreement, and purchaser shall forthwith cause the certificate(s) evidencing the shares so purchased to be surrendered to the Corporation for transfer or cancellation.

j. Adjustment for Stock Split. All references to the number of Shares and the purchase price of the Shares in this Agreement shall be adjusted to reflect any stock split, stock dividend or other change in the Shares which may be made after the date of this Agreement. However, the Shares are not subject to any anti-dilution protections due to increases in authorized shares or the issuance of authorized shares.

k. Employment at Will. Purchaser acknowledges and agrees that the vesting of Shares pursuant to this Agreement is earned only by continuing service as a Service Provider at will (and not through the act of being hired or purchasing

Shares hereunder). Purchaser further acknowledges and agrees that this Agreement, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as a service provider for the vesting period, or for any period at all, and shall not interfere with Purchaser's right or the Corporation's right to terminate purchaser's relationship with the corporation at any time, with or without cause or notice.

l. Arbitration and Equitable Relief.

i. Arbitration. In consideration of the promises in this Agreement, the Purchaser agrees that any and all controversies, claims, or disputes with anyone (including the Corporation and any employee, officer, director, shareholder or benefit plan of the Corporation in their capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration pursuant to the laws of the State of New York. Disputes which the Purchaser agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including but not limited to claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, claims of harassment, discrimination or wrongful termination and any statutory claims under state law. The purchaser further understands that this Agreement to arbitrate also applies to any disputes that the Corporation may have with the Purchaser.

ii. Procedure. The Purchaser agrees that any arbitration will be administered by the American Arbitration Association ("AAA") and that the neutral arbitrator will be selected in a manner consistent with its National Rules for the Resolution of Employment Disputes. Purchaser agrees that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. Purchaser also agrees that the arbitrator shall have the power to award any remedies, including attorney's fees and costs, available under applicable law. Purchaser understands that the Corporation will pay for any administrative or hearing fees charged by the arbitrator or AAA except that Purchaser shall pay the first $10,000 of fees associated with any arbitration Purchaser initiates. Purchaser agrees that the arbitrator shall administer and conduct any arbitration in a manner consistent with the AAA's National Rules for the Resolution of Employment Disputes. The Purchaser agrees that the decision of the arbitrator shall be in writing.

iii. Remedy. Except as provided by the this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between the Purchaser and the Corporation. Accordingly, except as provided for by this Agreement, neither the Purchaser nor the Corporation will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Corporation policy, and the arbitrator shall not order or require the Corporation to adopt a policy not otherwise required by law which the Corporation has not adopted.

iv. Availability of Injunctive Relief. Both parties agree that a party may petition a court for injunctive relief, including, but not limited to where either party alleges or claims a violation of any confidential information or invention assignment agreement between the Purchaser and the Corporation or any other agreement regarding trade secrets, confidential information, or non-solicitation. Both parties understand that any breach or threatened breach of such an agreement will cause irreparable injury and that money damages will not provide an adequate remedy therefor and both parties hereby consent to the issuance of an injunction. In the event that either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

v. Administrative Relief. The Purchaser understands that this Agreement does not prohibit the Purchaser from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the Workers' Compensation Board. This Agreement does, however, preclude the Purchaser from pursuing court action regarding any such claim.

vi. Voluntary Nature of Agreement. The Purchaser acknowledges and agrees that the Purchaser is executing this Agreement voluntarily and without any duress or undue influence by the Corporation or anyone else. The Purchaser further acknowledges and agrees that the Purchaser has carefully read this Agreement and that the Purchaser has asked any questions needed for the Purchaser to understand the terms, consequences and binding effect of this Agreement and fully understands it, including that THE PURCHASER IS WAIVING PURCHASER'S RIGHT TO A JURY TRIAL. Finally, the Purchaser agrees that the Purchaser has been provided an opportunity to seek the advice of an attorney of Purchaser's choice before signing this Agreement.

m. **Reliance on Counsel and Advisors**. Purchaser acknowledges that Stafford, Owens, Piller, Murnane, Kelleher, and Trombley, PLLC is representing only the

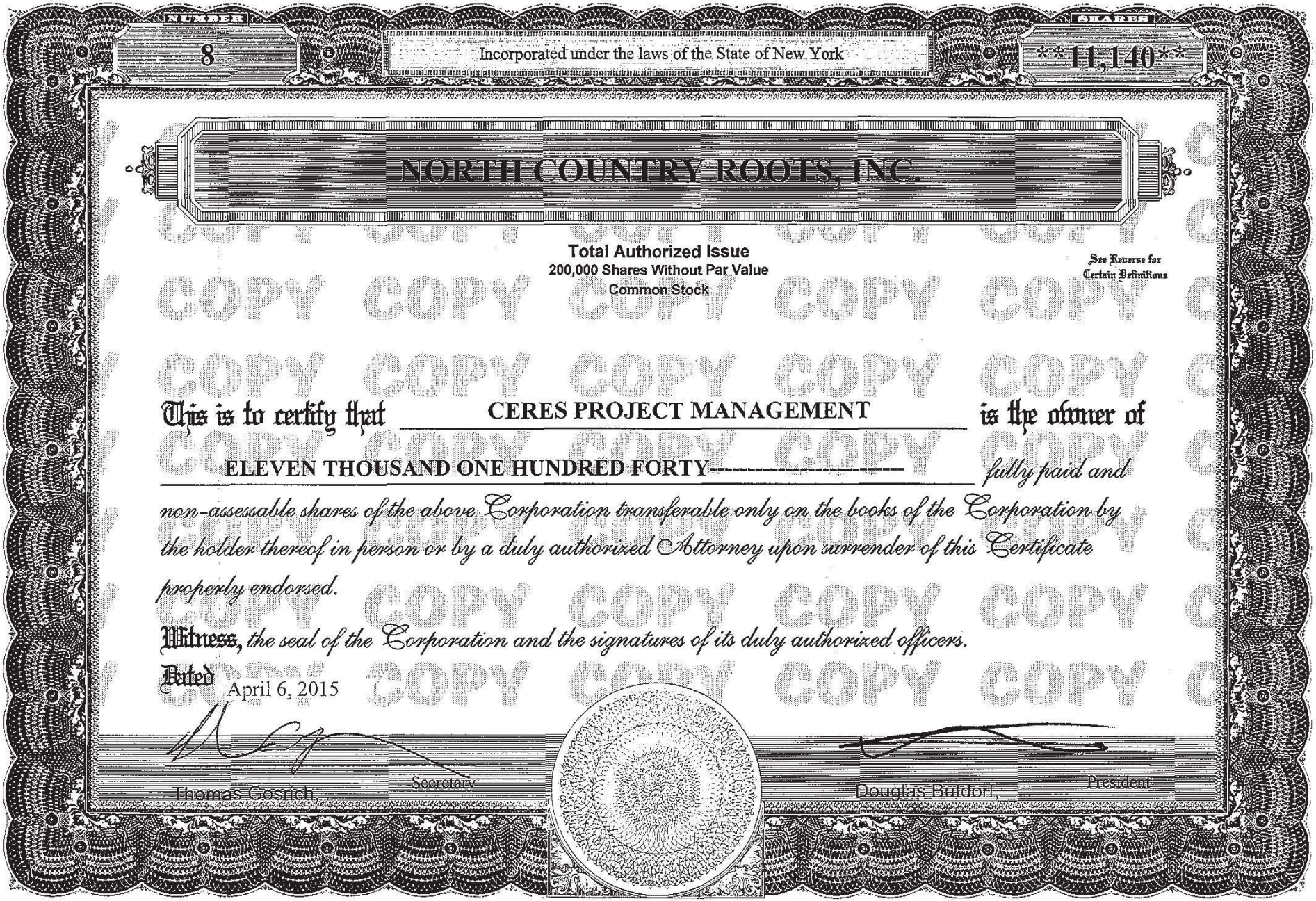
Corporation in this transaction. Purchaser acknowledges that he or she has had the opportunity to review this Agreement, including all attachments hereto, and the transactions contemplated by this Agreement with his or her own legal counsel, tax advisors and other advisors. Purchaser is relying solely on his or her own counsel and advisors and not on any statements or representations of the Corporation or its agents for legal or other advice with respect to this investment or the transactions contemplated by this Agreement.

n. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages shall be binding originals.

[*space intentionally left blank signature page to follow*]

The parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement. The purchaser agrees to notify the Corporation of any change in his or her address below.

Doug Butdorf, President North Country Roots, Inc. Date 3/2/15	Jacob B Perkinson, Director Ceres Project Management, LLC Date 2/20/15
Attested: Thom Gosrich Secretary Affix Corporate Seal Below	



NUMBER 8

Incorporated under the laws of the State of New York

SHARES **11,140**

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that **CERES PROJECT MANAGEMENT** is the owner of

ELEVEN THOUSAND ONE HUNDRED FORTY---------- *fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.*

Witness, *the seal of the Corporation and the signatures of its duly authorized officers.*

Dated April 6, 2015

Thomas Gosrich — Secretary

Douglas Butdorf — President

CORPKIT, NEW YORK

"THE SECURITIES EVIDENCED OR CONSTITUTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SECURITIES MUST NOT BE SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS THE REGISTRATION PROVISIONS OF SAID ACT HAVE BEEN COMPLIED WITH OR UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF ITS COUNSEL (OR OF OTHER COUNSEL ACCEPTABLE TO THE CORPORATION AND ITS COUNSEL) THAT SUCH REGISTRATION IS NOT REQUIRED).

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, A RIGHT OF FIRST REFUSAL, A LOCK-UP PERIOD IN THE EVENT OF A PUBLIC OFFERING AND A REPURCHASE OPTION HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE RESTRICTED STOCK PURCHASE AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS, RIGHT OF FIRST REFUSAL, LOCK-UP PERIOD AND REPURCHASE OPTION ARE BINDING ON TRANSFEREES OF THESE SHARES."

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

For value received, hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE)

Shares

represented by the within Certificate, and do hereby irrevocably constitute and appoint

Attorney

to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated

In presence of

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT —	Custodian (Cust) (Minor)
TEN ENT	— as tenants by the entireties		under Uniform Gifts to Minors
JT TEN	— as joint tenants with right of survivorship and not as tenants in common		Act (State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT F

NUMBER 10

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that **ANDREW LOMANTO** is the owner of [redacted] fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated May 8, 2015

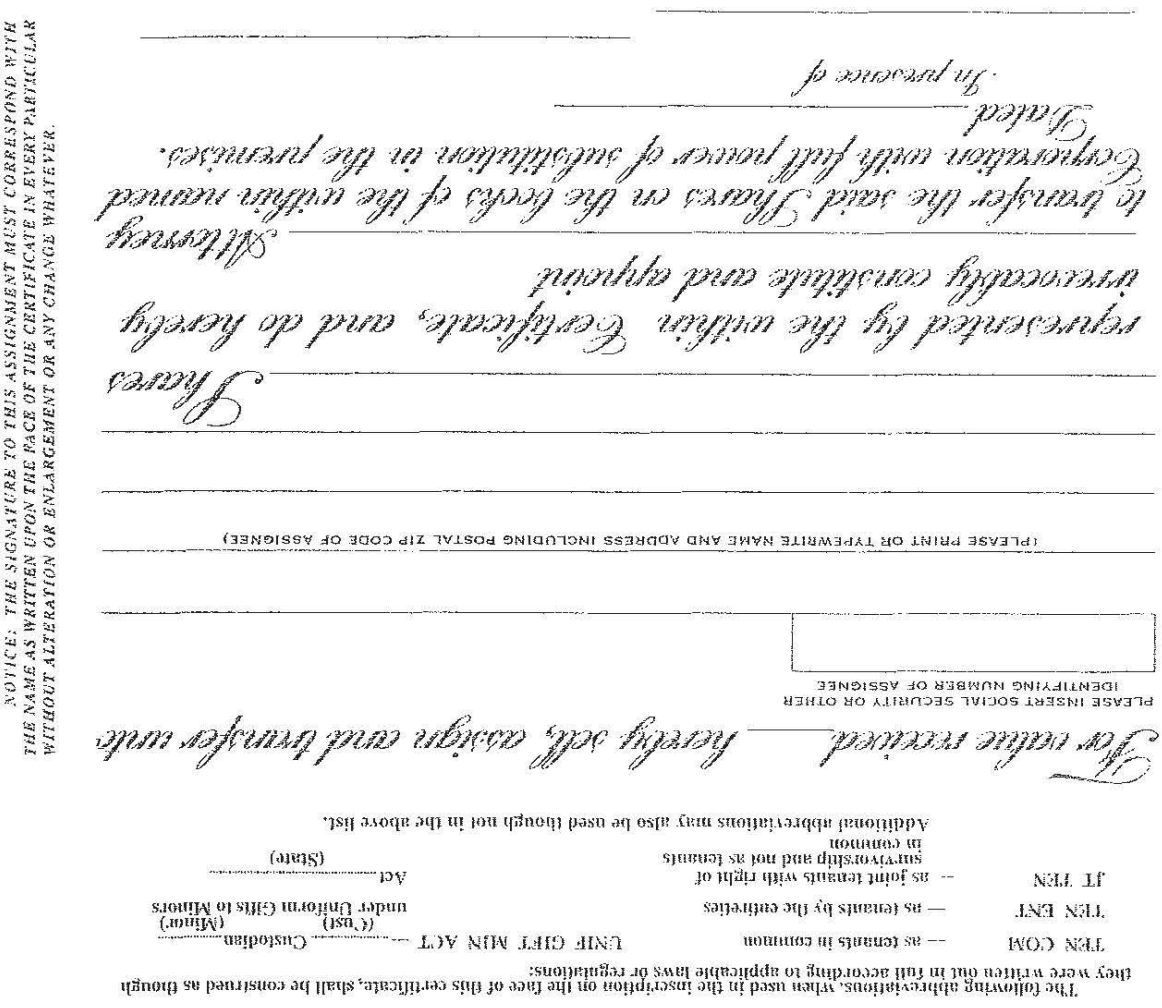
Thomas Gosrich, Secretary

Douglas Butdorf, President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."



NUMBER 12

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

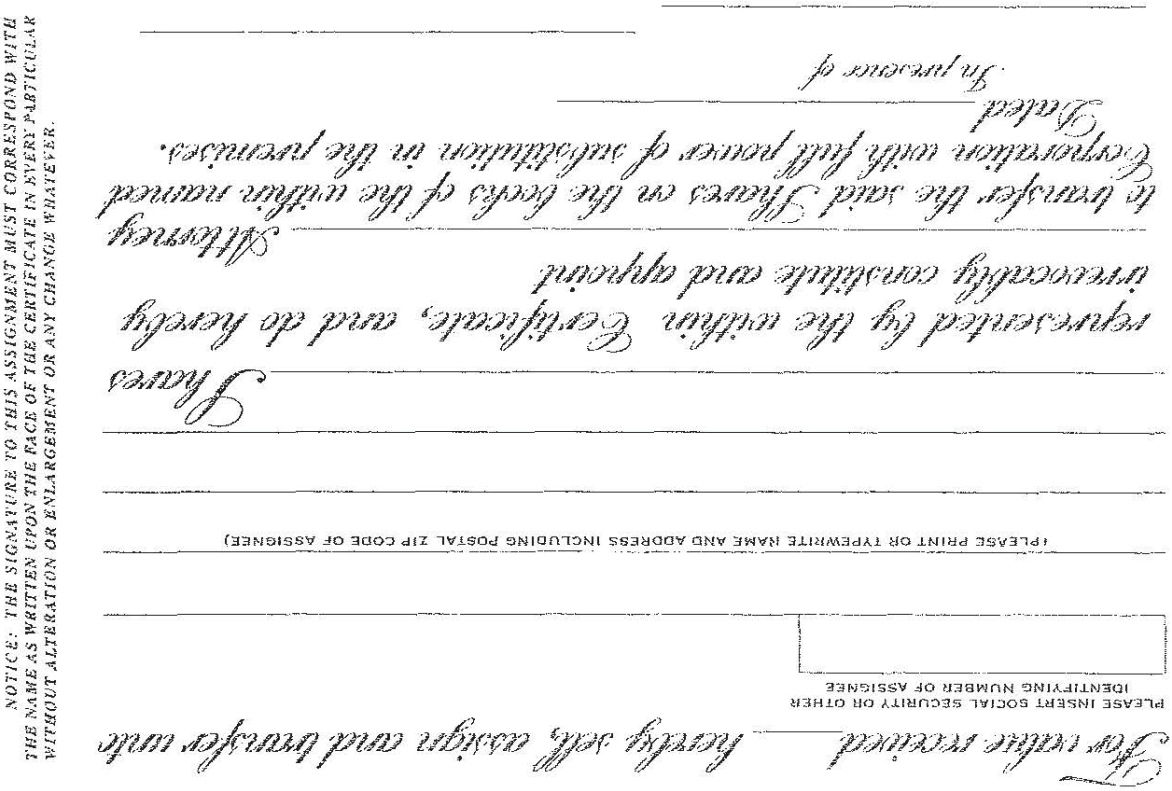
Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

COPY COPY COPY

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

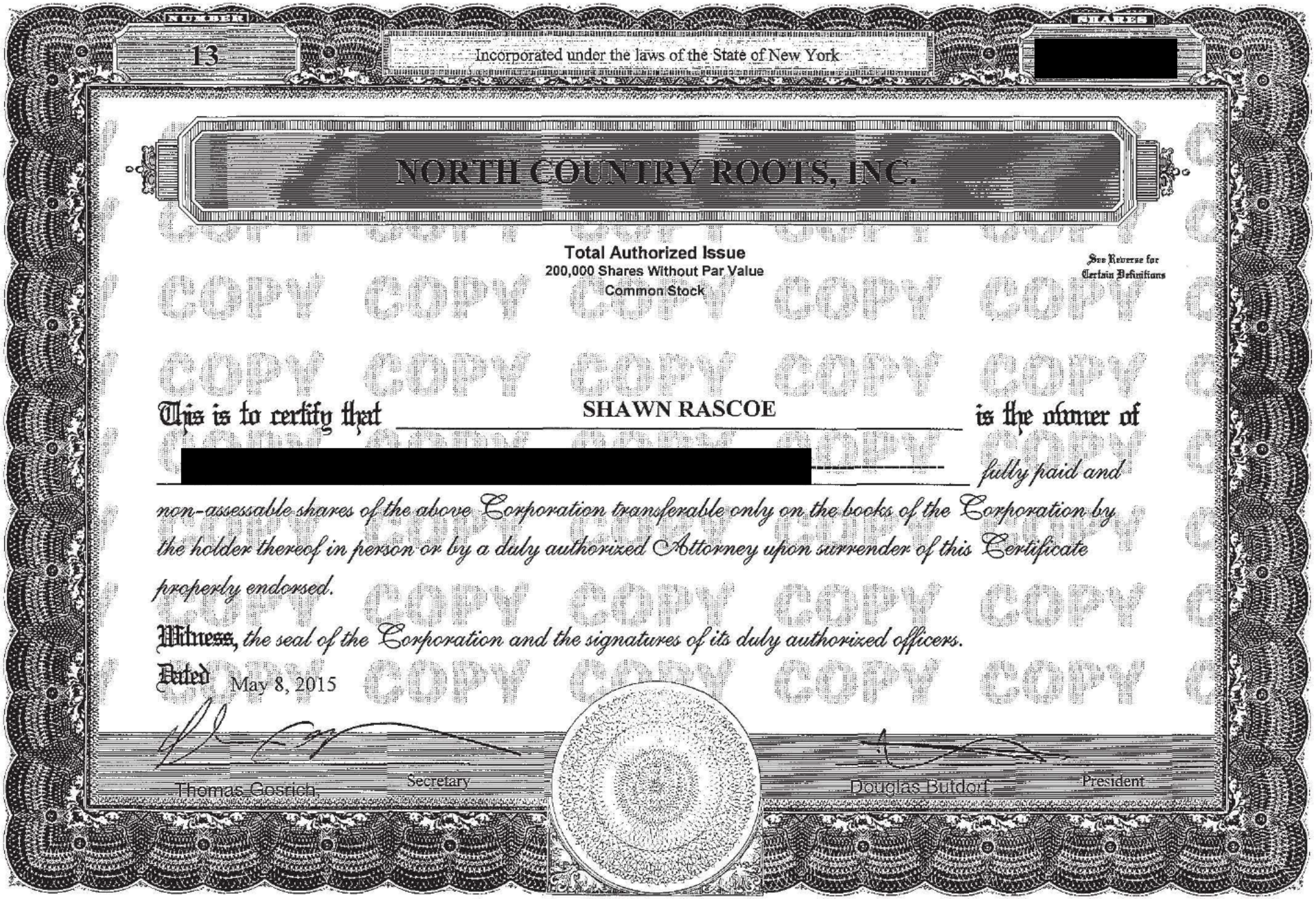
The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."



The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT —	Custodian (Cust) (Minor) under Uniform Gifts to Minors Act (State)
TEN ENT	— as tenants by the entireties		
JT TEN	— as joint tenants with right of survivorship and not as tenants in common		

Additional abbreviations may also be used though not in the above list.



NUMBER 13

Incorporated under the laws of the State of New York

SHARES [redacted]

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that **SHAWN RASCOE** is the owner of [redacted] fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated May 8, 2015

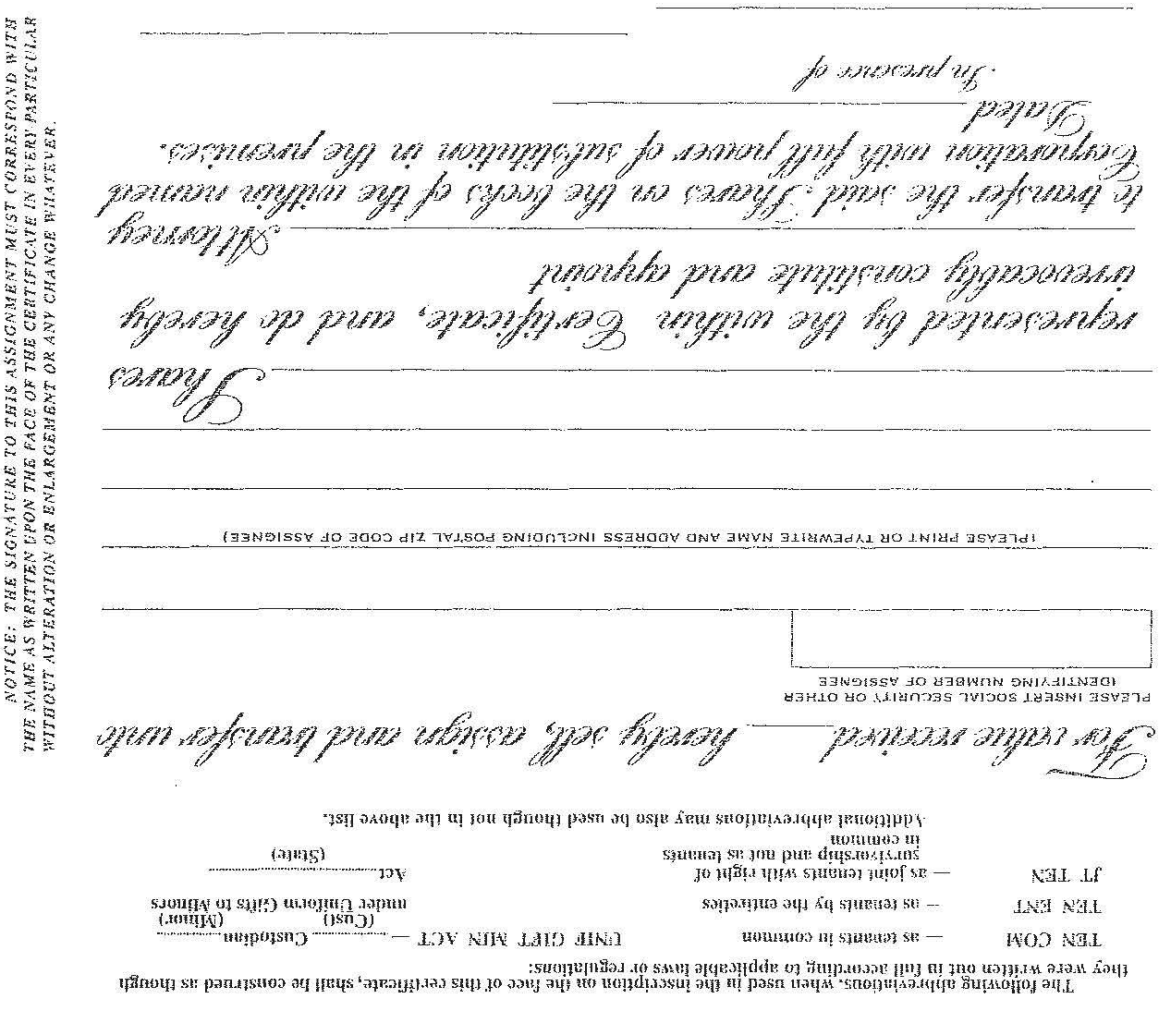
Thomas Gosrich, Secretary

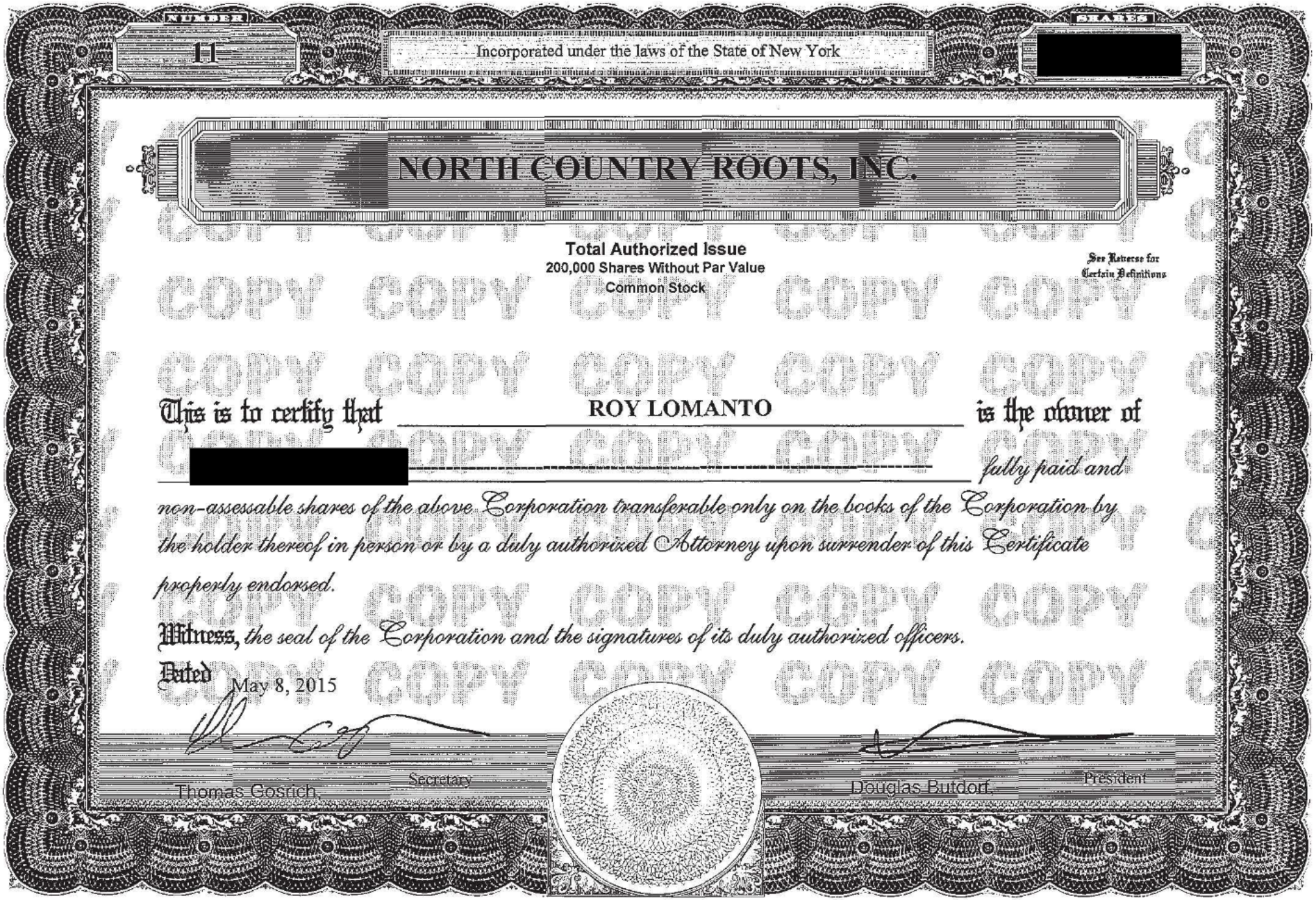
Douglas Butdorf, President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."





NUMBER 1

Incorporated under the laws of the State of New York

SHARES [redacted]

[redacted] NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that ROY LOMANTO is the owner of [redacted] fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated May 8, 2015

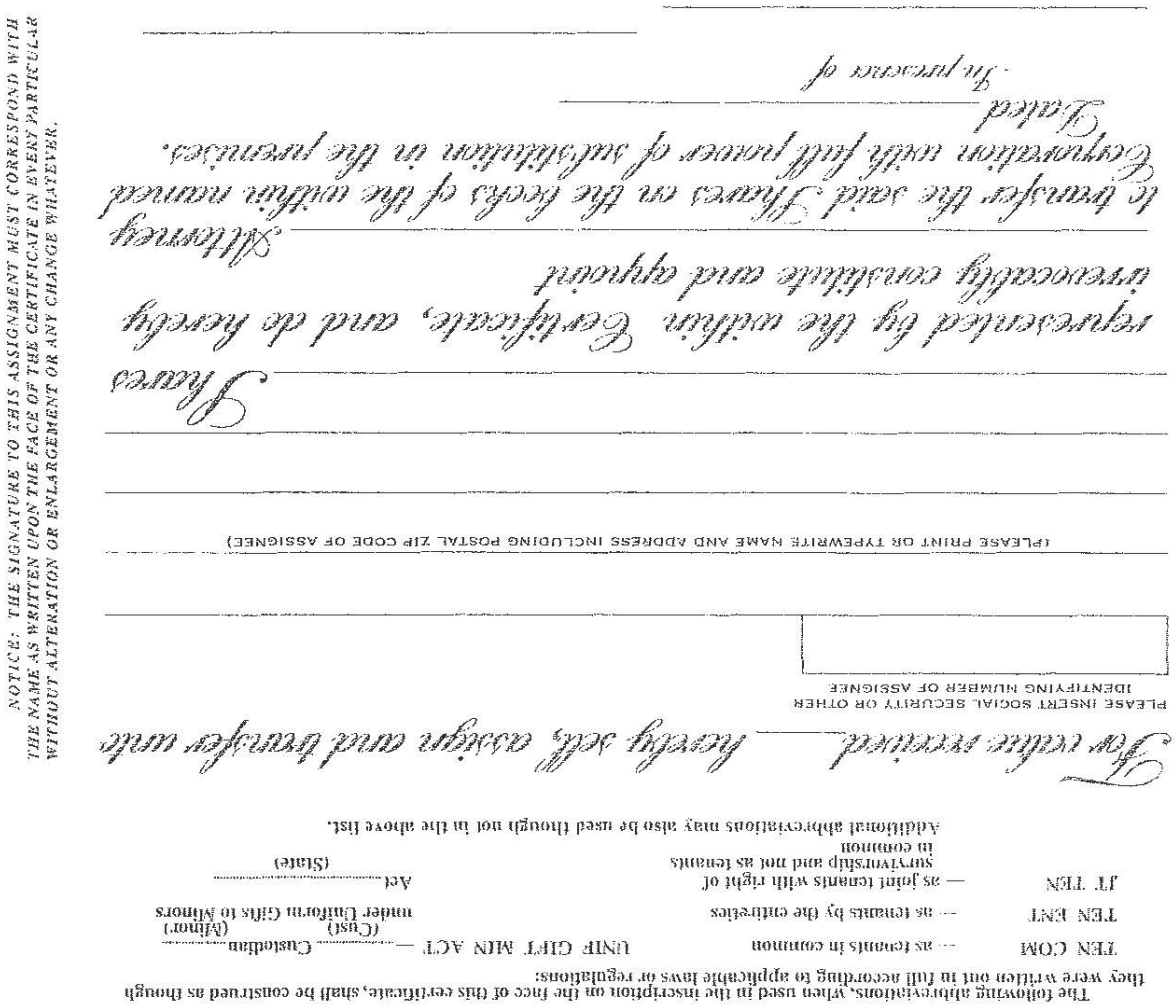
Thomas Gosrich, Secretary

Douglas Butdorf, President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."



NUMBER 14

Incorporated under the laws of the State of New York

SHARES **3,334**

NORTH COUNTRY ROOTS, INC.

Total Authorized Issue
200,000 Shares Without Par Value
Common Stock

See Reverse for Certain Definitions

This is to certify that **TUSON INVESTMENT COMPANY, LP** is the owner of

THREE THOUSAND THREE HUNDRED THIRTY FOUR---------- *fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate properly endorsed.*

Witness, *the seal of the Corporation and the signatures of its duly authorized officers.*

Dated May 8, 2015

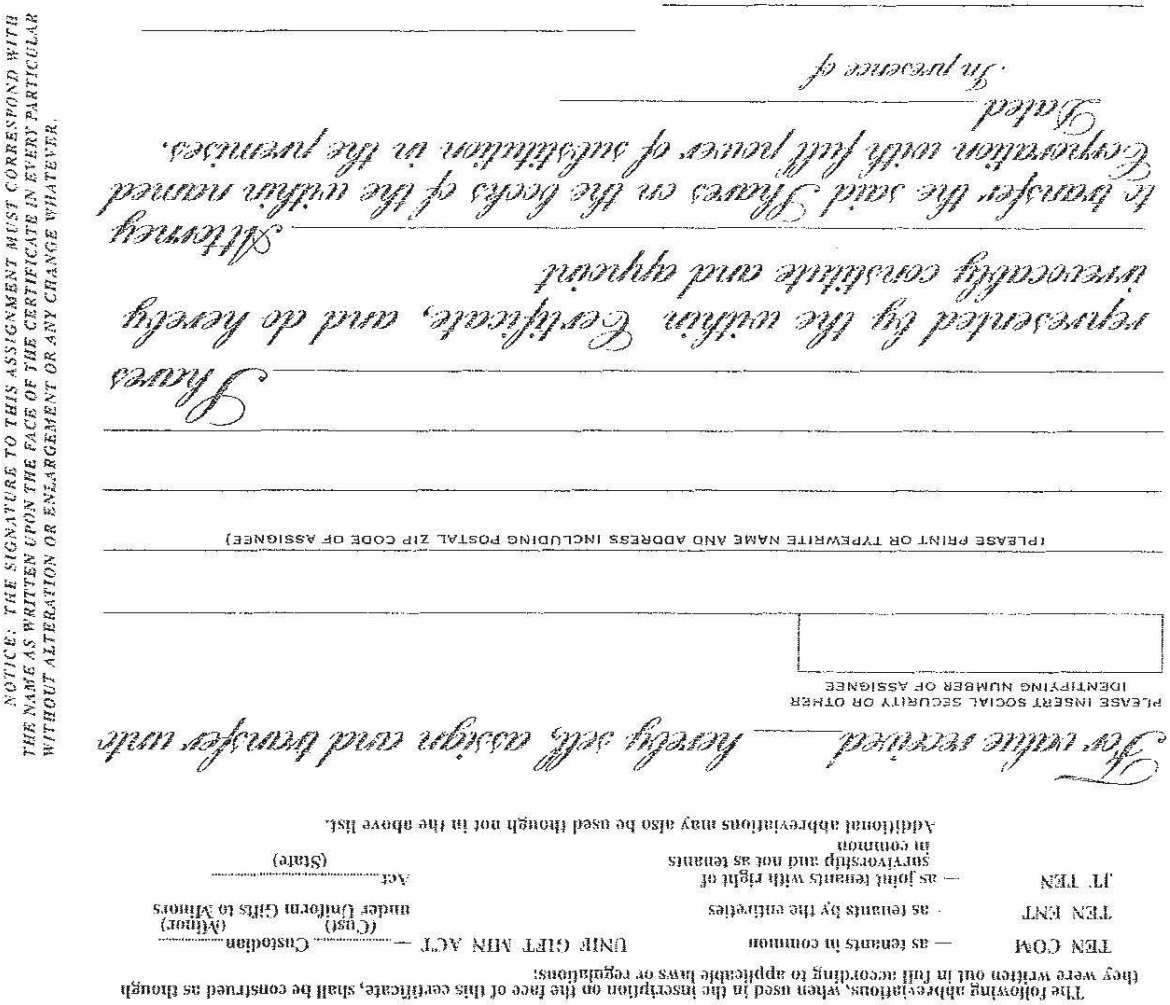
Thomas Gosrich Secretary

Douglas Buldorf President

CORPKIT, NEW YORK

"The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.

The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."



SUBSCRIPTION AND STOCK PURCHASE AGREEMENT

THIS AGREEMENT, dated the 6th day of May, 2015 between Andrew Lomanto, having an address of [redacted] ("Purchaser"), and North Country Roots, Inc. having its principal place of business at 64 Trafalgar Drive, Clinton County, Plattsburgh, New York 12901 (the "Corporation").

RECITALS

WHEREAS, Purchaser was provided with a Private Placement Memorandum outlining the terms of his, her, or its investment and the risks of this investment.

WHEREAS, Purchaser, after careful review of the Private Placement Memorandum, has indicated his, her, or its desire to invest in the Corporation by purchasing shares in the company as set forth below.

WHEREAS, Purchaser has provided the ACCREDITED INVESTOR STATUS DETERMINATION FORMS attached hereto as Exhibit A and suitable supporting documentation of his, her, or its Accredited Investor status.

WHERREAS, Purchaser has provided the SOPHISTICATED INVESTOR REPRESENTATION FORM attached hereto as Exhibit C.

WHEREAS, the Corporation has accepted said Accredited Investor Questionnaire Form and supporting documentation and based on the representations contained therein, desires to sell to the Purchaser certain shares in the Corporation as set forth below.

AGREEMENT

NOW THEREFORE, in order to consummate the transactions described in this Agreement, and in consideration of the mutual benefits to be derived therefrom, and the mutual promises hereinafter set forth, the parties to this Agreement represent, covenant, warrant, and agree as follows:

1. **Sale of Stock**. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Corporation will issue and sell to Purchaser, and Purchaser agrees to purchase from the Corporation, [redacted] shares of the Corporation's Common Stock (the "Shares"), at a purchase price of [redacted] ($[redacted] per Share for a total purchase price of [redacted] ($[redacted].

2. **Purchase**. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Corporation simultaneously with the execution of this Agreement by the parties or on such other date or at such other place and time as the Corporation and Purchaser shall agree (the "Purchase Date"). On the Purchase Date, the Corporation will:
    a. deliver to Purchaser copies of the certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser's name) and
    b. place original certificates into the Corporation's corporate book or, on request of purchaser, provide original certificates to purchaser and maintain copies in the corporate book.

    Purchaser will:
    a. deliver the total purchase price;
    b. deliver an executed Adoption Agreement of the Shareholder's Agreement;
    c. have already delivered Accredited Investor Status Determination Form; and
    d. have already delivered Sophisticated Investor Representation Form.
3. The Corporation warrants, covenants, and agrees that it has good and marketable title to and owns free and clear of all claims, liens, pledges, options, and other encumbrances the Shares which are the subject matter of this Agreement. Further, all of the Shares are validly issued, fully paid and non-assessable, and none is subject to any voting trust or any other Agreement regarding the voting of such shares and the Shares will be transferred to Purchaser at the closing free and clear of all claims, liens, pledges, options or other encumbrances.
4. The Corporation shall simultaneously close on all sales of Shares and Notes described in the Private Placement Memorandum. The Corporation will only schedule a closing once it has reason to believe that the minimum offering amount, as set forth in the Private Placement Memorandum, will be reached at closing. The Corporation will send a notice of the closing to Purchaser once the minimum offering amount is reached. Notwithstanding the foregoing, sale of the Shares is final and the Purchaser may not demand and is not entitled to return of the price paid for the Shares.
5. **Investment and Taxation Representations**. In connection with the purchase of the Shares, each Party, as set forth below, represents as follows:
    a. Corporation represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.
    b. Corporation represents that it has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby.
    c. Corporation represents that it is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been made available to Purchaser.
    d. Purchaser represents to Corporation that he, she or it is an accredited investor. Purchaser represents that he, she or it has filled out an accredited investor

questionnaire. Purchaser represents and warrants that he, she or it has and will fully comply with the Corporation in the filing of any forms necessary under federal or state securities laws.

e. Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

f. Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Corporation is under no obligation to register the securities.

g. Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Corporation provides no assurances as to whether she will be able to resell any or all of the Shares pursuant to Rule 144, which rule requires among other things, that the Corporation be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Shares has held the Shares for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this **Section 4(d)**, Purchaser acknowledges and agrees to the restrictions set forth in this **Sections 4 and Section 5** below.

h. Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise then pursuant to Rule 144 will have a substantial burden of proof in establishing than an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

i. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Corporation for any tax advice.

j. Purchaser understands that he, she, or it is subject to the Shareholder's Agreement due to the execution of the Adoption Agreement attached hereto as Exhibit B.

6. **Restrictive Legends and Stop-Transfer Orders**.
   a. **Legends**. The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):
      i. "The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.
      ii. The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."
   b. **Stop-Transfer Notices**. Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Corporation may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Corporation transfers its own securities, it may make appropriate notations to the same effect in its own records.
   c. **Refusal to Transfer**. The Corporation shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.
7. The Corporation is not under any legal disability to enter into and perform this Agreement, and the officers and directors will have full power and authority to perform all of the Corporation's obligations under this Agreement.
8. The Corporation is not a party to or restricted by or obligated under any contract or Agreement which might be violated by making or performing any part of this Agreement except as disclosed herein.
9. The Corporation has not granted and there does not exist, any outstanding subscriptions, options, warrants or rights to anyone to purchase or acquire any of the Shares which are the subject matter of this Agreement except as disclosed herein.
10. The parties agree that there is no broker or finder or other person who would have any valid claim against any party hereto for a commission, brokerage fee nor finder's fee in connection with this Agreement or the transactions contemplated hereby.

11. The parties agree that each will be responsible for the cost of their own representation (legal and accounting) for purposes of negotiating and consummating the transactions contemplated hereby.
12. This Agreement has been duly and validly executed and delivered by each party hereto and constitutes a valid and legally binding Agreement against each party enforceable in accordance with its terms.
13. **Assignment.** Neither party shall have the right nor authority to assign this Agreement to any corporation, person or other entity without the prior written consent of the other party hereto.
14. **Entire Agreement and Waiver.**
    a. This Agreement constitutes the full Agreement between the parties and there are no other terms (oral or written) than those contained in the Agreement. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof shall be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.
    b. The failure by either party to insist upon or enforce any of its rights under this Agreement shall not constitute a continuing waiver thereof, and nothing shall constitute a waiver or release of that party's right to insist upon strict compliance with the provisions of this Agreement, in whole or in part, except a written instrument expressly releasing or waiving such right.
15. **Notices.** Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail in which case it shall be deemed to have been given and received four (4) calendar days after such notice is mailed certified or registered mail, properly addressed, with postage prepaid and deposited in the United States; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto as the following addresses:

If to Purchaser: Andrew Lomanto [redacted]

If to Corporation: North Country Roots, Inc.
64 Trafalgar Drive
Clinton County
Plattsburgh, New York 12901

Any party hereto may, at any time by giving five (5) calendar days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

16. **Severability**. Each provision of this Agreement is intended to be severable from the others, so that if any provision or term hereof is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from the Agreement and the remaining provision of the Agreement shall nonetheless remain in full force and effect.
17. **Governing Law and Venue**.
    a. This Agreement will be governed by the laws of New York.
    b. The parties agree, that, the Supreme Court, Clinton County, New York or the Federal District Court for the Northern District of New York located in Albany, New York shall be the sole courts with jurisdiction over any dispute, controversy or litigation arising out of or under this Agreement. Further, no other federal, state nor foreign court shall have jurisdiction over any such litigation, dispute or controversy.
18. It is hereby expressly agreed that because of the peculiar nature of this Agreement, performance of this Agreement is of the essence of this Agreement, and that, upon application to any court of equity having jurisdiction by any of the parties hereto. Such party will be entitled to a decree requiring the specific performance thereof against any party hereto, its heirs, executors and assigns.
19. The parties agree that their heirs, executors, administrators, successors and assigns shall be bound by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Dated: 5/7/15

Purchaser Name: [redacted]
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Number of Shares: [redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] + [redacted] of North Country Roots, Inc. Equity + Loan. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5/7/15

Name and Title of Signatory

SUBSCRIPTION AND STOCK PURCHASE AGREEMENT

THIS AGREEMENT, dated the 8th day of May, 2015 between E. Michael Relation, having an address of [redacted] ("Purchaser"), and North Country Roots, Inc. having its principal place of business at 64 Trafalgar Drive, Clinton County, Plattsburgh, New York 12901 (the "Corporation").

RECITALS

WHEREAS, Purchaser was provided with a Private Placement Memorandum outlining the terms of his, her, or its investment and the risks of this investment.

WHEREAS, Purchaser, after careful review of the Private Placement Memorandum, has indicated his, her, or its desire to invest in the Corporation by purchasing shares in the company as set forth below.

WHEREAS, Purchaser has provided the ACCREDITED INVESTOR STATUS DETERMINATION FORMS attached hereto as Exhibit A and suitable supporting documentation of his, her, or its Accredited Investor status.

WHEREAS, Purchaser has provided the SOPHISTICATED INVESTOR REPRESENTATION FORM attached hereto as Exhibit C.

WHEREAS, the Corporation has accepted said Accredited Investor Questionnaire Form and supporting documentation and based on the representations contained therein, desires to sell to the Purchaser certain shares in the Corporation as set forth below.

AGREEMENT

NOW THEREFORE, in order to consummate the transactions described in this Agreement, and in consideration of the mutual benefits to be derived therefrom, and the mutual promises hereinafter set forth, the parties to this Agreement represent, covenant, warrant, and agree as follows:

1. **Sale of Stock.** Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Corporation will issue and sell to Purchaser, and Purchaser agrees to purchase from the Corporation, [redacted] shares of the Corporation's Common Stock (the "Shares"), at a purchase price of [redacted] ($[redacted]) per Share for a total purchase price of [redacted] ($[redacted]).

2. **Purchase**. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Corporation simultaneously with the execution of this Agreement by the parties or on such other date or at such other place and time as the Corporation and Purchaser shall agree (the "Purchase Date"). On the Purchase Date, the Corporation will:
    a. deliver to Purchaser copies of the certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser's name) and
    b. place original certificates into the Corporation's corporate book or, on request of purchaser, provide original certificates to purchaser and maintain copies in the corporate book.

    Purchaser will:
    a. deliver the total purchase price;
    b. deliver an executed Adoption Agreement of the Shareholder's Agreement;
    c. have already delivered Accredited Investor Status Determination Form; and
    d. have already delivered Sophisticated Investor Representation Form.
3. The Corporation warrants, covenants, and agrees that it has good and marketable title to and owns free and clear of all claims, liens, pledges, options, and other encumbrances the Shares which are the subject matter of this Agreement. Further, all of the Shares are validly issued, fully paid and non-assessable, and none is subject to any voting trust or any other Agreement regarding the voting of such shares and the Shares will be transferred to Purchaser at the closing free and clear of all claims, liens, pledges, options or other encumbrances.
4. The Corporation shall simultaneously close on all sales of Shares and Notes described in the Private Placement Memorandum. The Corporation will only schedule a closing once it has reason to believe that the minimum offering amount, as set forth in the Private Placement Memorandum, will be reached at closing. The Corporation will send a notice of the closing to Purchaser once the minimum offering amount is reached. Notwithstanding the foregoing, sale of the Shares is final and the Purchaser may not demand and is not entitled to return of the price paid for the Shares.
5. **Investment and Taxation Representations**. In connection with the purchase of the Shares, each Party, as set forth below, represents as follows:
    a. Corporation represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.
    b. Corporation represents that it has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby.
    c. Corporation represents that it is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been made available to Purchaser.
    d. Purchaser represents to Corporation that he, she or it is an accredited investor. Purchaser represents that he, she or it has filled out an accredited investor

questionnaire. Purchaser represents and warrants that he, she or it has and will fully comply with the Corporation in the filing of any forms necessary under federal or state securities laws.

e. Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

f. Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Corporation is under no obligation to register the securities.

g. Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Corporation provides no assurances as to whether she will be able to resell any or all of the Shares pursuant to Rule 144, which rule requires among other things, that the Corporation be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Shares has held the Shares for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this **Section 4(d)**, Purchaser acknowledges and agrees to the restrictions set forth in this **Sections 4 and Section 5** below.

h. Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise then pursuant to Rule 144 will have a substantial burden of proof in establishing than an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

i. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Corporation for any tax advice.

j. Purchaser understands that he, she, or it is subject to the Shareholder's Agreement due to the execution of the Adoption Agreement attached hereto as Exhibit B.

6. **Restrictive Legends and Stop-Transfer Orders**.
   a. **Legends**. The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):
      i. "The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.
      ii. The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."
   b. **Stop-Transfer Notices**. Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Corporation may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Corporation transfers its own securities, it may make appropriate notations to the same effect in its own records.
   c. **Refusal to Transfer**. The Corporation shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.
7. The Corporation is not under any legal disability to enter into and perform this Agreement, and the officers and directors will have full power and authority to perform all of the Corporation's obligations under this Agreement.
8. The Corporation is not a party to or restricted by or obligated under any contract or Agreement which might be violated by making or performing any part of this Agreement except as disclosed herein.
9. The Corporation has not granted and there does not exist, any outstanding subscriptions, options, warrants or rights to anyone to purchase or acquire any of the Shares which are the subject matter of this Agreement except as disclosed herein.
10. The parties agree that there is no broker or finder or other person who would have any valid claim against any party hereto for a commission, brokerage fee nor finder's fee in connection with this Agreement or the transactions contemplated hereby.

11. The parties agree that each will be responsible for the cost of their own representation (legal and accounting) for purposes of negotiating and consummating the transactions contemplated hereby.
12. This Agreement has been duly and validly executed and delivered by each party hereto and constitutes a valid and legally binding Agreement against each party enforceable in accordance with its terms.
13. **Assignment**. Neither party shall have the right nor authority to assign this Agreement to any corporation, person or other entity without the prior written consent of the other party hereto.
14. **Entire Agreement and Waiver**.
    a. This Agreement constitutes the full Agreement between the parties and there are no other terms (oral or written) than those contained in the Agreement. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof shall be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.
    b. The failure by either party to insist upon or enforce any of its rights under this Agreement shall not constitute a continuing waiver thereof, and nothing shall constitute a waiver or release of that party's right to insist upon strict compliance with the provisions of this Agreement, in whole or in part, except a written instrument expressly releasing or waiving such right.
15. **Notices**. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail in which case it shall be deemed to have been given and received four (4) calendar days after such notice is mailed certified or registered mail, properly addressed, with postage prepaid and deposited in the United States; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto as the following addresses:

    If to Purchaser: E. Michael Relation
    [redacted]

    If to Corporation: North Country Roots, Inc.
    64 Trafalgar Drive
    Clinton County
    Plattsburgh, New York 12901

    Any party hereto may, at any time by giving five (5) calendar days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

16. **Severability**. Each provision of this Agreement is intended to be severable from the others, so that if any provision or term hereof is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from the Agreement and the remaining provision of the Agreement shall nonetheless remain in full force and effect.
17. **Governing Law and Venue**.
    a. This Agreement will be governed by the laws of New York.
    b. The parties agree, that, the Supreme Court, Clinton County, New York or the Federal District Court for the Northern District of New York located in Albany, New York shall be the sole courts with jurisdiction over any dispute, controversy or litigation arising out of or under this Agreement. Further, no other federal, state nor foreign court shall have jurisdiction over any such litigation, dispute or controversy.
18. It is hereby expressly agreed that because of the peculiar nature of this Agreement, performance of this Agreement is of the essence of this Agreement, and that, upon application to any court of equity having jurisdiction by any of the parties hereto. Such party will be entitled to a decree requiring the specific performance thereof against any party hereto, its heirs, executors and assigns.
19. The parties agree that their heirs, executors, administrators, successors and assigns shall be bound by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Dated: 5/7/15

E. Michael Relation
Purchaser Name: E. Michael Relation
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Number of Shares [redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] and [redacted] of North Country Roots, Inc. Loan and Equity offering. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5/7/15

E. Michael Rubatino
Name and Title of Signatory

Exhibit C

SOPHISTICATED INVESTOR REPRESENTATIONS FORM

SUBSCRIPTION AND STOCK PURCHASE AGREEMENT

THIS AGREEMENT, dated the 8th day of May, 2015 between Shawn Rascoe, having an address of [redacted] ("Purchaser"), and North Country Roots, Inc. having its principal place of business at 64 Trafalgar Drive, Clinton County, Plattsburgh, New York 12901 (the "Corporation").

RECITALS

WHEREAS, Purchaser was provided with a Private Placement Memorandum outlining the terms of his, her, or its investment and the risks of this investment.

WHEREAS, Purchaser, after careful review of the Private Placement Memorandum, has indicated his, her, or its desire to invest in the Corporation by purchasing shares in the company as set forth below.

WHEREAS, Purchaser has provided the ACCREDITED INVESTOR STATUS DETERMINATION FORMS attached hereto as Exhibit A and suitable supporting documentation of his, her, or its Accredited Investor status.

WHEREAS, Purchaser has provided the SOPHISTICATED INVESTOR REPRESENTATION FORM attached hereto as Exhibit C.

WHEREAS, the Corporation has accepted said Accredited Investor Questionnaire Form and supporting documentation and based on the representations contained therein, desires to sell to the Purchaser certain shares in the Corporation as set forth below.

AGREEMENT

NOW THEREFORE, in order to consummate the transactions described in this Agreement, and in consideration of the mutual benefits to be derived therefrom, and the mutual promises hereinafter set forth, the parties to this Agreement represent, covenant, warrant, and agree as follows:

1. **Sale of Stock.** Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Corporation will issue and sell to Purchaser, and Purchaser agrees to purchase from the Corporation, [redacted] shares of the Corporation's Common Stock (the "Shares"), at a purchase price of [redacted] per Share for a total purchase price of [redacted].

2. **Purchase**. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Corporation simultaneously with the execution of this Agreement by the parties or on such other date or at such other place and time as the Corporation and Purchaser shall agree (the "Purchase Date"). On the Purchase Date, the Corporation will:
    a. deliver to Purchaser copies of the certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser's name) and
    b. place original certificates into the Corporation's corporate book or, on request of purchaser, provide original certificates to purchaser and maintain copies in the corporate book.

    Purchaser will:
    a. deliver the total purchase price;
    b. deliver an executed Adoption Agreement of the Shareholder's Agreement;
    c. have already delivered Accredited Investor Status Determination Form; and
    d. have already delivered Sophisticated Investor Representation Form.
3. The Corporation warrants, covenants, and agrees that it has good and marketable title to and owns free and clear of all claims, liens, pledges, options, and other encumbrances the Shares which are the subject matter of this Agreement. Further, all of the Shares are validly issued, fully paid and non-assessable, and none is subject to any voting trust or any other Agreement regarding the voting of such shares and the Shares will be transferred to Purchaser at the closing free and clear of all claims, liens, pledges, options or other encumbrances.
4. The Corporation shall simultaneously close on all sales of Shares and Notes described in the Private Placement Memorandum. The Corporation will only schedule a closing once it has reason to believe that the minimum offering amount, as set forth in the Private Placement Memorandum, will be reached at closing. The Corporation will send a notice of the closing to Purchaser once the minimum offering amount is reached. Notwithstanding the foregoing, sale of the Shares is final and the Purchaser may not demand and is not entitled to return of the price paid for the Shares.
5. **Investment and Taxation Representations**. In connection with the purchase of the Shares, each Party, as set forth below, represents as follows:
    a. Corporation represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.
    b. Corporation represents that it has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby.
    c. Corporation represents that it is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been made available to Purchaser.
    d. Purchaser represents to Corporation that he, she or it is an accredited investor. Purchaser represents that he, she or it has filled out an accredited investor

questionnaire. Purchaser represents and warrants that he, she or it has and will fully comply with the Corporation in the filing of any forms necessary under federal or state securities laws.

e. Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

f. Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Corporation is under no obligation to register the securities.

g. Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Corporation provides no assurances as to whether she will be able to resell any or all of the Shares pursuant to Rule 144, which rule requires among other things, that the Corporation be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Shares has held the Shares for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this **Section 4(d)**, Purchaser acknowledges and agrees to the restrictions set forth in this **Sections 4 and Section 5** below.

h. Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise then pursuant to Rule 144 will have a substantial burden of proof in establishing than an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

i. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Corporation for any tax advice.

j. Purchaser understands that he, she, or it is subject to the Shareholder's Agreement due to the execution of the Adoption Agreement attached hereto as Exhibit B.

6. **Restrictive Legends and Stop-Transfer Orders.**
   a. **Legends.** The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):
      i. "The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.
      ii. The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."
   b. **Stop-Transfer Notices.** Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Corporation may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Corporation transfers its own securities, it may make appropriate notations to the same effect in its own records.
   c. **Refusal to Transfer.** The Corporation shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.
7. The Corporation is not under any legal disability to enter into and perform this Agreement, and the officers and directors will have full power and authority to perform all of the Corporation's obligations under this Agreement.
8. The Corporation is not a party to or restricted by or obligated under any contract or Agreement which might be violated by making or performing any part of this Agreement except as disclosed herein.
9. The Corporation has not granted and there does not exist, any outstanding subscriptions, options, warrants or rights to anyone to purchase or acquire any of the Shares which are the subject matter of this Agreement except as disclosed herein.
10. The parties agree that there is no broker or finder or other person who would have any valid claim against any party hereto for a commission, brokerage fee nor finder's fee in connection with this Agreement or the transactions contemplated hereby.

11. The parties agree that each will be responsible for the cost of their own representation (legal and accounting) for purposes of negotiating and consummating the transactions contemplated hereby.
12. This Agreement has been duly and validly executed and delivered by each party hereto and constitutes a valid and legally binding Agreement against each party enforceable in accordance with its terms.
13. **Assignment**. Neither party shall have the right nor authority to assign this Agreement to any corporation, person or other entity without the prior written consent of the other party hereto.
14. **Entire Agreement and Waiver**.
    a. This Agreement constitutes the full Agreement between the parties and there are no other terms (oral or written) than those contained in the Agreement. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof shall be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.
    b. The failure by either party to insist upon or enforce any of its rights under this Agreement shall not constitute a continuing waiver thereof, and nothing shall constitute a waiver or release of that party's right to insist upon strict compliance with the provisions of this Agreement, in whole or in part, except a written instrument expressly releasing or waiving such right.
15. **Notices**. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail in which case it shall be deemed to have been given and received four (4) calendar days after such notice is mailed certified or registered mail, properly addressed, with postage prepaid and deposited in the United States; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto as the following addresses:

If to Purchaser: Shawn Rascoe
[redacted]

If to Corporation: North Country Roots, Inc.
64 Trafalgar Drive
Clinton County
Plattsburgh, New York 12901

Any party hereto may, at any time by giving five (5) calendar days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

16. **Severability**. Each provision of this Agreement is intended to be severable from the others, so that if any provision or term hereof is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from the Agreement and the remaining provision of the Agreement shall nonetheless remain in full force and effect.
17. **Governing Law and Venue**.
    a. This Agreement will be governed by the laws of New York.
    b. The parties agree, that, the Supreme Court, Clinton County, New York or the Federal District Court for the Northern District of New York located in Albany, New York shall be the sole courts with jurisdiction over any dispute, controversy or litigation arising out of or under this Agreement. Further, no other federal, state nor foreign court shall have jurisdiction over any such litigation, dispute or controversy.
18. It is hereby expressly agreed that because of the peculiar nature of this Agreement, performance of this Agreement is of the essence of this Agreement, and that, upon application to any court of equity having jurisdiction by any of the parties hereto. Such party will be entitled to a decree requiring the specific performance thereof against any party hereto, its heirs, executors and assigns.
19. The parties agree that their heirs, executors, administrators, successors and assigns shall be bound by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Dated: 4/7/2015

Purchaser Name: Shawn Rascoe
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Number of Shares: [redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] + $[redacted] of North Country Roots, Inc. EQUITY + LOAN. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 4/7/2015

Name and Title of Signatory

SUBSCRIPTION AND STOCK PURCHASE AGREEMENT

THIS AGREEMENT, dated the 8th day of May, 2015 between Tuson Investment Company, LP, having an address of 125 E. Elm St., Suite 400, Conshohocken, PA 19428 ("Purchaser"), and North Country Roots, Inc. having its principal place of business at 64 Trafalgar Drive, Clinton County, Plattsburgh, New York 12901 (the "Corporation").

RECITALS

WHEREAS, Purchaser was provided with a Private Placement Memorandum outlining the terms of his, her, or its investment and the risks of this investment.

WHEREAS, Purchaser, after careful review of the Private Placement Memorandum, has indicated his, her, or its desire to invest in the Corporation by purchasing shares in the company as set forth below.

WHEREAS, Purchaser has provided the ACCREDITED INVESTOR STATUS DETERMINATION FORMS attached hereto as Exhibit A and suitable supporting documentation of his, her, or its Accredited Investor status.

WHEREAS, Purchaser has provided the SOPHISTICATED INVESTOR REPRESENTATION FORM attached hereto as Exhibit C.

WHEREAS, the Corporation has accepted said Accredited Investor Questionnaire Form and supporting documentation and based on the representations contained therein, desires to sell to the Purchaser certain shares in the Corporation as set forth below.

AGREEMENT

NOW THEREFORE, in order to consummate the transactions described in this Agreement, and in consideration of the mutual benefits to be derived therefrom, and the mutual promises hereinafter set forth, the parties to this Agreement represent, covenant, warrant, and agree as follows:

1. **Sale of Stock**. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Corporation will issue and sell to Purchaser, and Purchaser agrees to purchase from the Corporation, three thousand three hundred and thirty-four (3,334) shares of the Corporation's Common Stock (the "Shares"), at a purchase price of seven dollars and fifty cents ($7.50) per Share for a total purchase price of twenty five thousand five dollars ($25,005).

2. **Purchase**. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Corporation simultaneously with the execution of this Agreement by the parties or on such other date or at such other place and time as the Corporation and Purchaser shall agree (the "Purchase Date"). On the Purchase Date, the Corporation will:
    a. deliver to Purchaser copies of the certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser's name) and
    b. place original certificates into the Corporation's corporate book or, on request of purchaser, provide original certificates to purchaser and maintain copies in the corporate book.

    Purchaser will:
    a. deliver the total purchase price;
    b. deliver an executed Adoption Agreement of the Shareholder's Agreement;
    c. have already delivered Accredited Investor Status Determination Form; and
    d. have already delivered Sophisticated Investor Representation Form.
3. The Corporation warrants, covenants, and agrees that it has good and marketable title to and owns free and clear of all claims, liens, pledges, options, and other encumbrances the Shares which are the subject matter of this Agreement. Further, all of the Shares are validly issued, fully paid and non-assessable, and none is subject to any voting trust or any other Agreement regarding the voting of such shares and the Shares will be transferred to Purchaser at the closing free and clear of all claims, liens, pledges, options or other encumbrances.
4. The Corporation shall simultaneously close on all sales of Shares and Notes described in the Private Placement Memorandum. The Corporation will only schedule a closing once it has reason to believe that the minimum offering amount, as set forth in the Private Placement Memorandum, will be reached at closing. The Corporation will send a notice of the closing to Purchaser once the minimum offering amount is reached. Notwithstanding the foregoing, sale of the Shares is final and the Purchaser may not demand and is not entitled to return of the price paid for the Shares.
5. **Investment and Taxation Representations**. In connection with the purchase of the Shares, each Party, as set forth below, represents as follows:
    a. Corporation represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.
    b. Corporation represents that it has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby.
    c. Corporation represents that it is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been made available to Purchaser.
    d. Purchaser represents to Corporation that he, she or it is an accredited investor. Purchaser represents that he, she or it has filled out an accredited investor

questionnaire. Purchaser represents and warrants that he, she or it has and will fully comply with the Corporation in the filing of any forms necessary under federal or state securities laws.

e. Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

f. Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Corporation is under no obligation to register the securities.

g. Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Corporation provides no assurances as to whether she will be able to resell any or all of the Shares pursuant to Rule 144, which rule requires among other things, that the Corporation be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Shares has held the Shares for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this **Section 4(d)**, Purchaser acknowledges and agrees to the restrictions set forth in this **Sections 4 and Section 5** below.

h. Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise then pursuant to Rule 144 will have a substantial burden of proof in establishing than an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

i. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Corporation for any tax advice.

j. Purchaser understands that he, she, or it is subject to the Shareholder's Agreement due to the execution of the Adoption Agreement attached hereto as Exhibit B.

6. **Restrictive Legends and Stop-Transfer Orders.**
   a. **Legends**. The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):
      i. "The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.
      ii. The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."
   b. **Stop-Transfer Notices**. Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Corporation may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Corporation transfers its own securities, it may make appropriate notations to the same effect in its own records.
   c. **Refusal to Transfer**. The Corporation shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.
7. The Corporation is not under any legal disability to enter into and perform this Agreement, and the officers and directors will have full power and authority to perform all of the Corporation's obligations under this Agreement.
8. The Corporation is not a party to or restricted by or obligated under any contract or Agreement which might be violated by making or performing any part of this Agreement except as disclosed herein.
9. The Corporation has not granted and there does not exist, any outstanding subscriptions, options, warrants or rights to anyone to purchase or acquire any of the Shares which are the subject matter of this Agreement except as disclosed herein.
10. The parties agree that there is no broker or finder or other person who would have any valid claim against any party hereto for a commission, brokerage fee nor finder's fee in connection with this Agreement or the transactions contemplated hereby.

11. The parties agree that each will be responsible for the cost of their own representation (legal and accounting) for purposes of negotiating and consummating the transactions contemplated hereby.
12. This Agreement has been duly and validly executed and delivered by each party hereto and constitutes a valid and legally binding Agreement against each party enforceable in accordance with its terms.
13. **Assignment**. Neither party shall have the right nor authority to assign this Agreement to any corporation, person or other entity without the prior written consent of the other party hereto.
14. **Entire Agreement and Waiver**.
    a. This Agreement constitutes the full Agreement between the parties and there are no other terms (oral or written) than those contained in the Agreement. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof shall be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.
    b. The failure by either party to insist upon or enforce any of its rights under this Agreement shall not constitute a continuing waiver thereof, and nothing shall constitute a waiver or release of that party's right to insist upon strict compliance with the provisions of this Agreement, in whole or in part, except a written instrument expressly releasing or waiving such right.
15. **Notices**. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail in which case it shall be deemed to have been given and received four (4) calendar days after such notice is mailed certified or registered mail, properly addressed, with postage prepaid and deposited in the United States; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto as the following addresses:

If to Purchaser:	Tuson Investment Company, LP 125 E. Elm St., Suite 400 Conshohocken, PA 19428
If to Corporation:	North Country Roots, Inc. 64 Trafalgar Drive Clinton County Plattsburgh, New York 12901

Any party hereto may, at any time by giving five (5) calendar days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

16. **Severability**. Each provision of this Agreement is intended to be severable from the others, so that if any provision or term hereof is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from the Agreement and the remaining provision of the Agreement shall nonetheless remain in full force and effect.
17. **Governing Law and Venue**.
    a. This Agreement will be governed by the laws of New York.
    b. The parties agree, that, the Supreme Court, Clinton County, New York or the Federal District Court for the Northern District of New York located in Albany, New York shall be the sole courts with jurisdiction over any dispute, controversy or litigation arising out of or under this Agreement. Further, no other federal, state nor foreign court shall have jurisdiction over any such litigation, dispute or controversy.
18. It is hereby expressly agreed that because of the peculiar nature of this Agreement, performance of this Agreement is of the essence of this Agreement, and that, upon application to any court of equity having jurisdiction by any of the parties hereto. Such party will be entitled to a decree requiring the specific performance thereof against any party hereto, its heirs, executors and assigns.
19. The parties agree that their heirs, executors, administrators, successors and assigns shall be bound by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Dated: 5-7-15

Purchaser Name:
Tuson Investment Company, LP
Purchaser Address:
SSN or TIN:
Number of Shares:

North Country Roots, Inc.

Dated: 5-8-15

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of _____ of North Country Roots, Inc. _____. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5-7-15

_____
Name and Title of Signatory

SUBSCRIPTION AND STOCK PURCHASE AGREEMENT

THIS AGREEMENT, dated the 8th day of May, 2015 between Roy Lomanto, having an address of [redacted] ("Purchaser"), and North Country Roots, Inc. having its principal place of business at 64 Trafalgar Drive, Clinton County, Plattsburgh, New York 12901 (the "Corporation").

RECITALS

WHEREAS, Purchaser was provided with a Private Placement Memorandum outlining the terms of his, her, or its investment and the risks of this investment.

WHEREAS, Purchaser, after careful review of the Private Placement Memorandum, has indicated his, her, or its desire to invest in the Corporation by purchasing shares in the company as set forth below.

WHEREAS, Purchaser has provided the ACCREDITED INVESTOR STATUS DETERMINATION FORMS attached hereto as Exhibit A and suitable supporting documentation of his, her, or its Accredited Investor status.

WHEREAS, Purchaser has provided the SOPHISTICATED INVESTOR REPRESENTATION FORM attached hereto as Exhibit C.

WHEREAS, the Corporation has accepted said Accredited Investor Questionnaire Form and supporting documentation and based on the representations contained therein, desires to sell to the Purchaser certain shares in the Corporation as set forth below.

AGREEMENT

NOW THEREFORE, in order to consummate the transactions described in this Agreement, and in consideration of the mutual benefits to be derived therefrom, and the mutual promises hereinafter set forth, the parties to this Agreement represent, covenant, warrant, and agree as follows:

1. **Sale of Stock**. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Corporation will issue and sell to Purchaser, and Purchaser agrees to purchase from the Corporation, [redacted] shares of the Corporation's Common Stock (the "Shares"), at a purchase price of [redacted] per Share for a total purchase price of [redacted].

2. **Purchase**. The purchase and sale of the Shares under this Agreement shall occur at the principal office of the Corporation simultaneously with the execution of this Agreement by the parties or on such other date or at such other place and time as the Corporation and Purchaser shall agree (the "Purchase Date"). On the Purchase Date, the Corporation will:
    a. deliver to Purchaser copies of the certificate representing the Shares to be purchased by Purchaser (which shall be issued in Purchaser's name) and
    b. place original certificates into the Corporation's corporate book or, on request of purchaser, provide original certificates to purchaser and maintain copies in the corporate book.

    Purchaser will:
    a. deliver the total purchase price;
    b. deliver an executed Adoption Agreement of the Shareholder's Agreement;
    c. have already delivered Accredited Investor Status Determination Form; and
    d. have already delivered Sophisticated Investor Representation Form.
3. The Corporation warrants, covenants, and agrees that it has good and marketable title to and owns free and clear of all claims, liens, pledges, options, and other encumbrances the Shares which are the subject matter of this Agreement. Further, all of the Shares are validly issued, fully paid and non-assessable, and none is subject to any voting trust or any other Agreement regarding the voting of such shares and the Shares will be transferred to Purchaser at the closing free and clear of all claims, liens, pledges, options or other encumbrances.
4. The Corporation shall simultaneously close on all sales of Shares and Notes described in the Private Placement Memorandum. The Corporation will only schedule a closing once it has reason to believe that the minimum offering amount, as set forth in the Private Placement Memorandum, will be reached at closing. The Corporation will send a notice of the closing to Purchaser once the minimum offering amount is reached. Notwithstanding the foregoing, sale of the Shares is final and the Purchaser may not demand and is not entitled to return of the price paid for the Shares.
5. **Investment and Taxation Representations**. In connection with the purchase of the Shares, each Party, as set forth below, represents as follows:
    a. Corporation represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.
    b. Corporation represents that it has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby.
    c. Corporation represents that it is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been made available to Purchaser.
    d. Purchaser represents to Corporation that he, she or it is an accredited investor. Purchaser represents that he, she or it has filled out an accredited investor

questionnaire. Purchaser represents and warrants that he, she or it has and will fully comply with the Corporation in the filing of any forms necessary under federal or state securities laws.

e. Purchaser understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Purchaser's investment intent as expressed herein.

f. Purchaser further acknowledges and understands that the securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser further acknowledges and understands that the Corporation is under no obligation to register the securities.

g. Purchaser is familiar with the provisions of Rule 144, promulgated under the Securities Act, which, in substance, permits limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer of the securities (or from an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions. Purchaser understands that the Corporation provides no assurances as to whether she will be able to resell any or all of the Shares pursuant to Rule 144, which rule requires among other things, that the Corporation be subject to the reporting requirements of the Exchange Act, that resales of securities take place only after the holder of the Shares has held the Shares for certain specified time periods, and under certain circumstances, that resales of securities be limited in volume and take place only pursuant to brokered transactions. Notwithstanding this **Section 4(d)**, Purchaser acknowledges and agrees to the restrictions set forth in this **Sections 4 and Section 5** below.

h. Purchaser further understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise then pursuant to Rule 144 will have a substantial burden of proof in establishing than an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

i. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Corporation for any tax advice.

j. Purchaser understands that he, she, or it is subject to the Shareholder's Agreement due to the execution of the Adoption Agreement attached hereto as Exhibit B.

6. **Restrictive Legends and Stop-Transfer Orders.**
   a. **Legends**. The certificate or certificates representing the Shares shall bear the following legends (as well as any legends required by applicable state and federal corporate and securities laws):
      i. "The Shares represented by this Certificate are transferable only upon compliance with the provisions of a Shareholders Agreement dated January 16, 2015, as the same may be amended from time to time, a copy of which is on file with the Secretary of the Corporation.
      ii. The securities evidenced or constituted hereby have been acquired for investment and have not been registered under the Securities Act of 1933, as amended. Such securities must not be sold, transferred, pledged, or hypothecated unless the registration provisions of said act have been complied with or unless the corporation has received an opinion of its counsel (or of other counsel acceptable to the corporation and its counsel) that such registration is not required."
   b. **Stop-Transfer Notices**. Purchaser agrees that, in order to ensure compliance with the restrictions referred to herein, the Corporation may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Corporation transfers its own securities, it may make appropriate notations to the same effect in its own records.
   c. **Refusal to Transfer**. The Corporation shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.
7. The Corporation is not under any legal disability to enter into and perform this Agreement, and the officers and directors will have full power and authority to perform all of the Corporation's obligations under this Agreement.
8. The Corporation is not a party to or restricted by or obligated under any contract or Agreement which might be violated by making or performing any part of this Agreement except as disclosed herein.
9. The Corporation has not granted and there does not exist, any outstanding subscriptions, options, warrants or rights to anyone to purchase or acquire any of the Shares which are the subject matter of this Agreement except as disclosed herein.
10. The parties agree that there is no broker or finder or other person who would have any valid claim against any party hereto for a commission, brokerage fee nor finder's fee in connection with this Agreement or the transactions contemplated hereby.

11. The parties agree that each will be responsible for the cost of their own representation (legal and accounting) for purposes of negotiating and consummating the transactions contemplated hereby.
12. This Agreement has been duly and validly executed and delivered by each party hereto and constitutes a valid and legally binding Agreement against each party enforceable in accordance with its terms.
13. **Assignment**. Neither party shall have the right nor authority to assign this Agreement to any corporation, person or other entity without the prior written consent of the other party hereto.
14. **Entire Agreement and Waiver**.
    a. This Agreement constitutes the full Agreement between the parties and there are no other terms (oral or written) than those contained in the Agreement. No variation hereof shall be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof shall be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.
    b. The failure by either party to insist upon or enforce any of its rights under this Agreement shall not constitute a continuing waiver thereof, and nothing shall constitute a waiver or release of that party's right to insist upon strict compliance with the provisions of this Agreement, in whole or in part, except a written instrument expressly releasing or waiving such right.
15. **Notices**. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified or registered mail in which case it shall be deemed to have been given and received four (4) calendar days after such notice is mailed certified or registered mail, properly addressed, with postage prepaid and deposited in the United States; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties hereto as the following addresses:

If to Purchaser: Roy Lomanto
[redacted]

If to Corporation: North Country Roots, Inc.
64 Trafalgar Drive
Clinton County
Plattsburgh, New York 12901

Any party hereto may, at any time by giving five (5) calendar days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

16. **Severability**. Each provision of this Agreement is intended to be severable from the others, so that if any provision or term hereof is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from the Agreement and the remaining provision of the Agreement shall nonetheless remain in full force and effect.
17. **Governing Law and Venue**.
    a. This Agreement will be governed by the laws of New York.
    b. The parties agree, that, the Supreme Court, Clinton County, New York or the Federal District Court for the Northern District of New York located in Albany, New York shall be the sole courts with jurisdiction over any dispute, controversy or litigation arising out of or under this Agreement. Further, no other federal, state nor foreign court shall have jurisdiction over any such litigation, dispute or controversy.
18. It is hereby expressly agreed that because of the peculiar nature of this Agreement, performance of this Agreement is of the essence of this Agreement, and that, upon application to any court of equity having jurisdiction by any of the parties hereto. Such party will be entitled to a decree requiring the specific performance thereof against any party hereto, its heirs, executors and assigns.
19. The parties agree that their heirs, executors, administrators, successors and assigns shall be bound by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Dated: 5/7/15

Roy Comanto, POA

Purchaser Name: [redacted]
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Number of Shares: [redacted]

Dated: 5/8/15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] + [redacted] of North Country Roots, Inc. Equity + Loan. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5/7/15

Roy Lamanto
by [redacted], POA
Name and Title of Signatory

EXHIBIT G

NORTH COUNTRY ROOTS

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

CONVERTIBLE PROMISSORY NOTE

[redacted]	Plattsburgh, New York May 8, 2015

North Country Roots, Inc. having an address of [redacted] (hereinafter the "Borrower") for value received, promises to pay to the order of Andrew Lomanto, (the "Lender") the sum of [redacted] DOLLARS (the "Principal") at the Lender's office or branch office at the rate and in accordance with the terms indicated below:

1. Definitions.
    a. Rate. The term Rate or Interest Rate shall mean a Fixed Interest Rate at 12.00% per annum.
    b. Registered Organization. The term Registered Organization shall have the meaning ascribed to it in New York Public Health Law § 3360.
    c. Registered Organization Application. The term Registered Organization Application shall mean the application filed by the Borrower to obtain a license to act as a Registered Organization.
    d. Conversion Trigger. The term Conversion Trigger shall mean the granting, by the New York State Department of Health, of a license for the Borrower to Act as a Registered Organization and the closing of a Qualified Financing.
    e. Qualified Financing. The term Qualified Financing shall mean the sale and issuance by the Borrower of at least $2,000,000 in Qualified Financing Securities.
    f. Qualified Financing Securities. The term Qualified Financing Securities shall mean "equity securities," as defined in the Securities Exchange Act of 1934, as amended.
    g. Conversion Stock. The term Conversion Stock shall mean the equity into which the Note converts pursuant to the terms set forth herein.
    h. Maturity Date. The term Maturity Date shall mean sixty (60) months after the Closing Date.
    i. Closing Date. The term Closing Date shall mean the date on which this Note is executed.
2. Repayment. The Borrower will repay this Note in accordance with the following schedule:
    a. The Borrower shall make no payments from the time of the Closing Date until the New York State Department of Health grants or denies a license for the Borrower to act as a Registered Organization. Upon the first (1st) day of the first (1st) month following the

grant or denial of a license to act as a Registered Organization ("Payment Start Date") and each month thereafter the Borrower shall pay interest and Principal at the Rate above, in an amount set according to an amortization schedule from the Payment Start Date to the Maturity Date. On the Maturity Date any amount of unpaid interest along with principal must be paid in full.

3. Conversion. Following the Conversion Trigger and the closing of the Qualified Financing, the Convertible Notes and any accrued and unpaid interest thereon shall be converted automatically into equity securities, identical to the Qualified Financing Securities, at a price per share equal to the greater of:
    a. eighty percent (80%) multiplied by the price per share paid by investors for each Qualified Financing Security at the time of the issuance of such Qualified Financing Securities; and
    b. ten dollars ($10.00) per share.
4. Mechanics of Conversion.
    a. Upon conversion of the Note, Lender shall deliver to Borrower the Note or an Affidavit of Loss, and duly complete, execute and deliver to Borrower an updated accredited investor representation letter in a form reasonably satisfactory to Borrower. Lender shall also duly complete, execute and deliver to Borrower all agreements and other instruments, required to be signed by purchasers in the Qualified Financing, with such adjustments as are determined by Borrower to be reasonably necessary or desirable, to Borrower. Thereupon, there shall be issued and delivered to such Lender one or more certificates or other evidence of stock ownership representing the Conversion Stock into which the Note was convertible. Any Conversion Stock deliverable pursuant to this Section 4 shall be duly authorized, validly issued and fully paid and non-assessable.
    b. No fractional share or interest of Conversion Stock, or scrip representing fractional shares or interests, shall be issued upon conversion of the Note. Instead of any fractional shares or interest of Conversion Stock, as the case may be, which would otherwise be issuable upon conversion of the Note, shall be paid to Lender as a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price at which such Note converts.
    c. Upon the issuance of Conversion Stock to Lender pursuant to the conversion of the entire outstanding principal amount under the Note and any accrued and unpaid interest thereon, the Note shall be canceled.
5. Tax Treatment. The parties agree that (a) Lender will not realize any gain or loss for U.S. federal income tax purposes upon conversion to equity securities pursuant to Sections 3 hereof and (b) the Note is not a contingent payment debt instrument as described in Treasury Regulations Section 1.1275-4 and (b) all tax returns will be prepared by the parties in a manner consistent with clauses (a) through (b) of this Section 5, unless otherwise required by applicable law.
6. Late Charge. The Borrower will pay a late charge equal to the greater of five percent (5%) of the total monthly payment or $25.00, that is received later then ten (10) days after such payment is due.
7. Payment of Principal. The privilege of making payment of all or part of principal is hereby granted and if made shall be applied in inverse order of maturity.
8. Early Repayment. The Borrower may prepay the Principal at any time for any reason

without any penalties or any interest except such interest as may have accumulated prior to the prepayment. Payment of any or all Principal prior to the Conversion Trigger shall eliminate or reduce the Conversion Stock to be received by Lender upon the Conversion Trigger.

9. Penalty Rate. A default rate of interest will accrue at the rate of three percent (3%) over the Rate upon an Event of Default (as defined below).
10. Application of Payments. All payments made hereunder shall, at the option of the Lender, be applied first to late payments, penalties then to interest then to principal.
11. Form of Payment. All payments to be made hereunder by the Borrower shall be made in United States Dollars and in immediately available funds at the office of the Lender located at **[8 Kellog Ct., Plattsburgh, NY 12901]**.
12. Default. The occurrence, with respect to the Borrower, or any endorser, or guarantor of any of the following shall constitute an Event of Default: (a) default in payments of this Note for a period of thirty (30) days after the due date or any other obligations of any nature or description to Lender (collectively the "Obligations"); (b) default in the performance of, or breach of any representation or warranty made in connection with any agreement under which any Obligation is created; (c) calling a meeting of any creditors; (d) filing of a voluntary or involuntary petition under the Federal Bankruptcy Code; (e) insolvency; (f) entry of judgment against any of them (unless and to the extent only that same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of sale, forfeiture or loss of any of the Collateral Security or any interest therein); (g) failure to pay or remit any tax when assessed or due (unless and to the extent only that the same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of the sale, forfeiture or loss of any of the Collateral Security or any interest therein); (h) dissolution; (i) suspension or liquidation of usual business; (j) failing to furnish annual financial statements, interim financial statements as requested by the Lender, as well as income tax returns (Form 1040) annually; (k) failure to permit inspection of books or records; or (l) sell, lease, assign, transfer or otherwise dispose of any asset(s) or property except in the normal course of Borrower's business. Upon the occurrence of an Event of Default, the Obligations shall be due and payable immediately without further notice or demand.
13. Representations of Borrower. Borrower represents and warrants to Lender as follows:
    a. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Borrower has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Note to which it is a party and to carry out the transactions contemplated hereby and thereby. Borrower is duly licensed, qualified or registered to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to be so licensed, qualified or registered would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of Borrower (a "Material Adverse Effect"). Borrower is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been

made available to Lender.

b. This Note is a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. The execution, delivery, issuance and performance of this Note have been duly authorized by all necessary corporate or other action of Borrower. The execution, delivery and issuance of this Note and the performance of any transactions contemplated by this Note will not: (i) violate or result in a violation of, conflict with or result in a violation of or default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Borrower is a party or by which it or its assets are bound, or any provision of the charter or bylaws, or cause the creation of any liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements (except as provided herein), voting trusts, encumbrances, rights or restrictions of any nature upon any of the assets of Borrower, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) require from Borrower any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party, except for notice filings pursuant to Regulation D of the Securities Act and applicable state securities laws; or (iii) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Borrower is a party or by which it is bound.

14. Representations of Lender. Lender represents and warrants to Borrower as follows:
    a. All information and representations contained in Exhibits A and C are true and accurate.
    b. Lender is an "accredited investor," as defined in Rule 501(a) of Regulation D of the Securities Act, as amended.
    c. Borrower has made available to Lender all documents pertaining to Lender's investment in the Note requested by Lender and given Lender an opportunity to discuss the terms and conditions of this investment with the officers of Borrower responsible for the conduct of its business. Borrower has provided Lender with adequate answers to and information regarding any questions Lender has asked or information Lender has requested regarding Borrower and this investment.
    d. Lender has such knowledge and experience in financial and business matters that Lender is capable of evaluating the merits and risks of this investment.
    e. Lender is acquiring the Note and the shares issuable upon conversion of the Note for its own account, not as a nominee or agent. Lender is acquiring the Note and the shares issuable upon conversion of the Note for investment and has no present intention of selling or otherwise distributing the Note or such shares.
15. Waiver. No delay or omission on the part of the Lender or Borrower in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a ban or waiver of any such right and/or remedy on further occasion.
16. Governing Law and Venue. This Note shall be governed and construed in accordance with the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED ONLY IN THE SUPREME COURT OF NEW YORK FOR THE

COUNTY OF CLINTON, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE STATE OF NEW YORK, AND THE PARTIES WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO GUARANTOR AT THE ADDRESS SPECIFIED ABOVE, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES. THE PARTIES HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT THAT SUCH SUIT WAS BROUGHT IN AS AN INCONVENIENT COURT.

17. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party.
18. Amendment. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.
19. Survival. All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and merges, supersedes and terminates all prior written and oral agreements. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement.
21. Force Majeure. Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.
22. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
23. Attorneys' Fees. In the event that a party brings an action for breach of this Agreement against the other party, the prevailing party shall pay the other party's reasonable attorneys' fees and expenses.
24. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
25. Cumulative Rights. Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.
26. Expenses. Each party shall bear their own direct and indirect expenses incurred in

connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

27. Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

[*Space Intentionally Left Blank Signature Page to Follow*]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Dated: 5/9/15

Purchaser Name: Andrew Lomanto
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Amount of Note: [redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] + [redacted] of North Country Roots, Inc. Equity + Loan. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 3/7/15

Name and Title of Signatory

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

CONVERTIBLE PROMISSORY NOTE

$[redacted]	Plattsburgh, New York May 8, 2015

North Country Roots, Inc. having an address of 64 Trafalgar Drive, Plattsburgh, NY 12903 (hereinafter the "Borrower") for value received, promises to pay to the order of E. Michael Relation, (the "Lender") the sum of [[redacted] ($[redacted] DOLLARS (the "Principal") at the Lender's office or branch office at the rate and in accordance with the terms indicated below:

1. Definitions.
   a. Rate. The term Rate or Interest Rate shall mean a Fixed Interest Rate at 12.00% per annum.
   b. Registered Organization. The term Registered Organization shall have the meaning ascribed to it in New York Public Health Law § 3360.
   c. Registered Organization Application. The term Registered Organization Application shall mean the application filed by the Borrower to obtain a license to act as a Registered Organization.
   d. Conversion Trigger. The term Conversion Trigger shall mean the granting, by the New York State Department of Health, of a license for the Borrower to Act as a Registered Organization and the closing of a Qualified Financing.
   e. Qualified Financing. The term Qualified Financing shall mean the sale and issuance by the Borrower of at least $2,000,000 in Qualified Financing Securities.
   f. Qualified Financing Securities. The term Qualified Financing Securities shall mean "equity securities," as defined in the Securities Exchange Act of 1934, as amended.
   g. Conversion Stock. The term Conversion Stock shall mean the equity into which the Note converts pursuant to the terms set forth herein.
   h. Maturity Date. The term Maturity Date shall mean sixty (60) months after the Closing Date.
   i. Closing Date. The term Closing Date shall mean the date on which this Note is executed.
2. Repayment. The Borrower will repay this Note in accordance with the following schedule:
   a. The Borrower shall make no payments from the time of the Closing Date until the New York State Department of Health grants or denies a license for the Borrower to act as a Registered Organization. Upon the first (1st) day of the first (1st) month following the

grant or denial of a license to act as a Registered Organization ("Payment Start Date") and each month thereafter the Borrower shall pay interest and Principal at the Rate above, in an amount set according to an amortization schedule from the Payment Start Date to the Maturity Date. On the Maturity Date any amount of unpaid interest along with principal must be paid in full.

3. Conversion. Following the Conversion Trigger and the closing of the Qualified Financing, the Convertible Notes and any accrued and unpaid interest thereon shall be converted automatically into equity securities, identical to the Qualified Financing Securities, at a price per share equal to the greater of:
    a. eighty percent (80%) multiplied by the price per share paid by investors for each Qualified Financing Security at the time of the issuance of such Qualified Financing Securities; and
    b. ten dollars ($10.00) per share.
4. Mechanics of Conversion.
    a. Upon conversion of the Note, Lender shall deliver to Borrower the Note or an Affidavit of Loss, and duly complete, execute and deliver to Borrower an updated accredited investor representation letter in a form reasonably satisfactory to Borrower. Lender shall also duly complete, execute and deliver to Borrower all agreements and other instruments, required to be signed by purchasers in the Qualified Financing, with such adjustments as are determined by Borrower to be reasonably necessary or desirable, to Borrower. Thereupon, there shall be issued and delivered to such Lender one or more certificates or other evidence of stock ownership representing the Conversion Stock into which the Note was convertible. Any Conversion Stock deliverable pursuant to this Section 4 shall be duly authorized, validly issued and fully paid and non-assessable.
    b. No fractional share or interest of Conversion Stock, or scrip representing fractional shares or interests, shall be issued upon conversion of the Note. Instead of any fractional shares or interest of Conversion Stock, as the case may be, which would otherwise be issuable upon conversion of the Note, shall be paid to Lender as a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price at which such Note converts.
    c. Upon the issuance of Conversion Stock to Lender pursuant to the conversion of the entire outstanding principal amount under the Note and any accrued and unpaid interest thereon, the Note shall be canceled.
5. Tax Treatment. The parties agree that (a) Lender will not realize any gain or loss for U.S. federal income tax purposes upon conversion to equity securities pursuant to Sections 3 hereof and (b) the Note is not a contingent payment debt instrument as described in Treasury Regulations Section 1.1275-4 and (b) all tax returns will be prepared by the parties in a manner consistent with clauses (a) through (b) of this Section 5, unless otherwise required by applicable law.
6. Late Charge. The Borrower will pay a late charge equal to the greater of five percent (5%) of the total monthly payment or $25.00, that is received later then ten (10) days after such payment is due.
7. Payment of Principal. The privilege of making payment of all or part of principal is hereby granted and if made shall be applied in inverse order of maturity.
8. Early Repayment. The Borrower may prepay the Principal at any time for any reason

made available to Lender.

b. This Note is a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. The execution, delivery, issuance and performance of this Note have been duly authorized by all necessary corporate or other action of Borrower. The execution, delivery and issuance of this Note and the performance of any transactions contemplated by this Note will not: (i) violate or result in a violation of, conflict with or result in a violation of or default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Borrower is a party or by which it or its assets are bound, or any provision of the charter or bylaws, or cause the creation of any liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements (except as provided herein), voting trusts, encumbrances, rights or restrictions of any nature upon any of the assets of Borrower, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) require from Borrower any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party, except for notice filings pursuant to Regulation D of the Securities Act and applicable state securities laws; or (iii) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Borrower is a party or by which it is bound.

14. Representations of Lender. Lender represents and warrants to Borrower as follows:
    a. All information and representations contained in Exhibits A and C are true and accurate.
    b. Lender is an "accredited investor," as defined in Rule 501(a) of Regulation D of the Securities Act, as amended.
    c. Borrower has made available to Lender all documents pertaining to Lender's investment in the Note requested by Lender and given Lender an opportunity to discuss the terms and conditions of this investment with the officers of Borrower responsible for the conduct of its business. Borrower has provided Lender with adequate answers to and information regarding any questions Lender has asked or information Lender has requested regarding Borrower and this investment.
    d. Lender has such knowledge and experience in financial and business matters that Lender is capable of evaluating the merits and risks of this investment.
    e. Lender is acquiring the Note and the shares issuable upon conversion of the Note for its own account, not as a nominee or agent. Lender is acquiring the Note and the shares issuable upon conversion of the Note for investment and has no present intention of selling or otherwise distributing the Note or such shares.
15. Waiver. No delay or omission on the part of the Lender or Borrower in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a ban or waiver of any such right and/or remedy on further occasion.
16. Governing Law and Venue. This Note shall be governed and construed in accordance with the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED ONLY IN THE SUPREME COURT OF NEW YORK FOR THE

COUNTY OF CLINTON, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE STATE OF NEW YORK, AND THE PARTIES WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO GUARANTOR AT THE ADDRESS SPECIFIED ABOVE, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES. THE PARTIES HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT THAT SUCH SUIT WAS BROUGHT IN AS AN INCONVENIENT COURT.

17. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party.
18. Amendment. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.
19. Survival. All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and merges, supersedes and terminates all prior written and oral agreements. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement.
21. Force Majeure. Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.
22. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
23. Attorneys' Fees. In the event that a party brings an action for breach of this Agreement against the other party, the prevailing party shall pay the other party's reasonable attorneys' fees and expenses.
24. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
25. Cumulative Rights. Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.
26. Expenses. Each party shall bear their own direct and indirect expenses incurred in

connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

27. Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

[Space Intentionally Left Blank Signature Page to Follow]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Dated: 5/7/15

E. Michael Relation

Purchaser Name: E. Michael Relation
Purchaser Address: [redacted]
SSN or TIN:
Amount of Note: [redacted]

North Country Roots, Inc.

Dated: 5-8-15

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of $[redacted] and $[redacted] of North Country Roots, Inc. Loan and Equity offering. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5/7/15

E. Michael Ridaturi
Name and Title of Signatory

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

CONVERTIBLE PROMISSORY NOTE

$[redacted]	Plattsburgh, New York May 8, 2015

North Country Roots, Inc. having an address of 64 Trafalgar Drive, Plattsburgh, NY 12903 (hereinafter the "Borrower") for value received, promises to pay to the order of Rafael A. Suarez Jr., (the "Lender") the sum of [redacted] ($[redacted] DOLLARS (the "Principal") at the Lender's office or branch office at the rate and in accordance with the terms indicated below:

1. Definitions.
   a. Rate. The term Rate or Interest Rate shall mean a Fixed Interest Rate at 12.00% per annum.
   b. Registered Organization. The term Registered Organization shall have the meaning ascribed to it in New York Public Health Law § 3360.
   c. Registered Organization Application. The term Registered Organization Application shall mean the application filed by the Borrower to obtain a license to act as a Registered Organization.
   d. Conversion Trigger. The term Conversion Trigger shall mean the granting, by the New York State Department of Health, of a license for the Borrower to Act as a Registered Organization and the closing of a Qualified Financing.
   e. Qualified Financing. The term Qualified Financing shall mean the sale and issuance by the Borrower of at least $2,000,000 in Qualified Financing Securities.
   f. Qualified Financing Securities. The term Qualified Financing Securities shall mean "equity securities," as defined in the Securities Exchange Act of 1934, as amended.
   g. Conversion Stock. The term Conversion Stock shall mean the equity into which the Note converts pursuant to the terms set forth herein.
   h. Maturity Date. The term Maturity Date shall mean sixty (60) months after the Closing Date.
   i. Closing Date. The term Closing Date shall mean the date on which this Note is executed.
2. Repayment. The Borrower will repay this Note in accordance with the following schedule:
   a. The Borrower shall make no payments from the time of the Closing Date until the New York State Department of Health grants or denies a license for the Borrower to act as a Registered Organization. Upon the first (1st) day of the first (1st) month following the

grant or denial of a license to act as a Registered Organization ("Payment Start Date") and each month thereafter the Borrower shall pay interest and Principal at the Rate above, in an amount set according to an amortization schedule from the Payment Start Date to the Maturity Date. On the Maturity Date any amount of unpaid interest along with principal must be paid in full.

3. Conversion. Following the Conversion Trigger and the closing of the Qualified Financing, the Convertible Notes and any accrued and unpaid interest thereon shall be converted automatically into equity securities, identical to the Qualified Financing Securities, at a price per share equal to the greater of:
    a. eighty percent (80%) multiplied by the price per share paid by investors for each Qualified Financing Security at the time of the issuance of such Qualified Financing Securities; and
    b. ten dollars ($10.00) per share.
4. Mechanics of Conversion.
    a. Upon conversion of the Note, Lender shall deliver to Borrower the Note or an Affidavit of Loss, and duly complete, execute and deliver to Borrower an updated accredited investor representation letter in a form reasonably satisfactory to Borrower. Lender shall also duly complete, execute and deliver to Borrower all agreements and other instruments, required to be signed by purchasers in the Qualified Financing, with such adjustments as are determined by Borrower to be reasonably necessary or desirable, to Borrower. Thereupon, there shall be issued and delivered to such Lender one or more certificates or other evidence of stock ownership representing the Conversion Stock into which the Note was convertible. Any Conversion Stock deliverable pursuant to this Section 4 shall be duly authorized, validly issued and fully paid and non-assessable.
    b. No fractional share or interest of Conversion Stock, or scrip representing fractional shares or interests, shall be issued upon conversion of the Note. Instead of any fractional shares or interest of Conversion Stock, as the case may be, which would otherwise be issuable upon conversion of the Note, shall be paid to Lender as a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price at which such Note converts.
    c. Upon the issuance of Conversion Stock to Lender pursuant to the conversion of the entire outstanding principal amount under the Note and any accrued and unpaid interest thereon, the Note shall be canceled.
5. Tax Treatment. The parties agree that (a) Lender will not realize any gain or loss for U.S. federal income tax purposes upon conversion to equity securities pursuant to Sections 3 hereof and (b) the Note is not a contingent payment debt instrument as described in Treasury Regulations Section 1.1275-4 and (b) all tax returns will be prepared by the parties in a manner consistent with clauses (a) through (b) of this Section 5, unless otherwise required by applicable law.
6. Late Charge. The Borrower will pay a late charge equal to the greater of five percent (5%) of the total monthly payment or $25.00, that is received later then ten (10) days after such payment is due.
7. Payment of Principal. The privilege of making payment of all or part of principal is hereby granted and if made shall be applied in inverse order of maturity.
8. Early Repayment. The Borrower may prepay the Principal at any time for any reason

without any penalties or any interest except such interest as may have accumulated prior to the prepayment. Payment of any or all Principal prior to the Conversion Trigger shall eliminate or reduce the Conversion Stock to be received by Lender upon the Conversion Trigger.

9. Penalty Rate. A default rate of interest will accrue at the rate of three percent (3%) over the Rate upon an Event of Default (as defined below).
10. Application of Payments. All payments made hereunder shall, at the option of the Lender, be applied first to late payments, penalties then to interest then to principal.
11. Form of Payment. All payments to be made hereunder by the Borrower shall be made in United States Dollars and in immediately available funds at the office of the Lender located at **[4536 Fessenden Ave. NW, Washington, DC 20016-4066]**.
12. Default. The occurrence, with respect to the Borrower, or any endorser, or guarantor of any of the following shall constitute an Event of Default: (a) default in payments of this Note for a period of thirty (30) days after the due date or any other obligations of any nature or description to Lender (collectively the "Obligations"); (b) default in the performance of, or breach of any representation or warranty made in connection with any agreement under which any Obligation is created; (c) calling a meeting of any creditors; (d) filing of a voluntary or involuntary petition under the Federal Bankruptcy Code; (e) insolvency; (f) entry of judgment against any of them (unless and to the extent only that same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of sale, forfeiture or loss of any of the Collateral Security or any interest therein); (g) failure to pay or remit any tax when assessed or due (unless and to the extent only that the same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of the sale, forfeiture or loss of any of the Collateral Security or any interest therein); (h) dissolution; (i) suspension or liquidation of usual business; (j) failing to furnish annual financial statements, interim financial statements as requested by the Lender, as well as income tax returns (Form 1040) annually; (k) failure to permit inspection of books or records; or (l) sell, lease, assign, transfer or otherwise dispose of any asset(s) or property except in the normal course of Borrower's business. Upon the occurrence of an Event of Default, the Obligations shall be due and payable immediately without further notice or demand.
13. Representations of Borrower. Borrower represents and warrants to Lender as follows:
    a. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Borrower has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Note to which it is a party and to carry out the transactions contemplated hereby and thereby. Borrower is duly licensed, qualified or registered to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to be so licensed, qualified or registered would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of Borrower (a "Material Adverse Effect"). Borrower is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been

made available to Lender.

b. This Note is a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. The execution, delivery, issuance and performance of this Note have been duly authorized by all necessary corporate or other action of Borrower. The execution, delivery and issuance of this Note and the performance of any transactions contemplated by this Note will not: (i) violate or result in a violation of, conflict with or result in a violation of or default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Borrower is a party or by which it or its assets are bound, or any provision of the charter or bylaws, or cause the creation of any liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements (except as provided herein), voting trusts, encumbrances, rights or restrictions of any nature upon any of the assets of Borrower, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) require from Borrower any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party, except for notice filings pursuant to Regulation D of the Securities Act and applicable state securities laws; or (iii) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Borrower is a party or by which it is bound.

14. Representations of Lender. Lender represents and warrants to Borrower as follows:
    a. All information and representations contained in Exhibits A and C are true and accurate.
    b. Lender is an "accredited investor," as defined in Rule 501(a) of Regulation D of the Securities Act, as amended.
    c. Borrower has made available to Lender all documents pertaining to Lender's investment in the Note requested by Lender and given Lender an opportunity to discuss the terms and conditions of this investment with the officers of Borrower responsible for the conduct of its business. Borrower has provided Lender with adequate answers to and information regarding any questions Lender has asked or information Lender has requested regarding Borrower and this investment.
    d. Lender has such knowledge and experience in financial and business matters that Lender is capable of evaluating the merits and risks of this investment.
    e. Lender is acquiring the Note and the shares issuable upon conversion of the Note for its own account, not as a nominee or agent. Lender is acquiring the Note and the shares issuable upon conversion of the Note for investment and has no present intention of selling or otherwise distributing the Note or such shares.
15. Waiver. No delay or omission on the part of the Lender or Borrower in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a ban or waiver of any such right and/or remedy on further occasion.
16. Governing Law and Venue. This Note shall be governed and construed in accordance with the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED ONLY IN THE SUPREME COURT OF NEW YORK FOR THE

COUNTY OF CLINTON, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE STATE OF NEW YORK, AND THE PARTIES WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO GUARANTOR AT THE ADDRESS SPECIFIED ABOVE, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES. THE PARTIES HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT THAT SUCH SUIT WAS BROUGHT IN AS AN INCONVENIENT COURT.

17. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party.
18. Amendment. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.
19. Survival. All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and merges, supersedes and terminates all prior written and oral agreements. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement.
21. Force Majeure. Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.
22. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
23. Attorneys' Fees. In the event that a party brings an action for breach of this Agreement against the other party, the prevailing party shall pay the other party's reasonable attorneys' fees and expenses.
24. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
25. Cumulative Rights. Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.
26. Expenses. Each party shall bear their own direct and indirect expenses incurred in

connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

27. Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

[*Space Intentionally Left Blank Signature Page to Follow*]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Dated: MAY 5

Purchaser Name: Rafael A. Suarez Jr.
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Amount of Note: $ [redacted]

North Country Roots, Inc.

Dated: 5-8-15

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of _____ of North Country Roots, Inc. _____. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: MAY 7 2015

Name and Title of Signatory

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

CONVERTIBLE PROMISSORY NOTE

$[redacted]	Plattsburgh, New York May 8, 2015

North Country Roots, Inc. having an address of 64 Trafalgar Drive, Plattsburgh, NY 12903 (hereinafter the "Borrower") for value received, promises to pay to the order of Roy Lomanto, (the "Lender") the sum of [redacted] ($[redacted] DOLLARS (the "Principal") at the Lender's office or branch office at the rate and in accordance with the terms indicated below:

1. Definitions.
   a. Rate. The term Rate or Interest Rate shall mean a Fixed Interest Rate at 12.00% per annum.
   b. Registered Organization. The term Registered Organization shall have the meaning ascribed to it in New York Public Health Law § 3360.
   c. Registered Organization Application. The term Registered Organization Application shall mean the application filed by the Borrower to obtain a license to act as a Registered Organization.
   d. Conversion Trigger. The term Conversion Trigger shall mean the granting, by the New York State Department of Health, of a license for the Borrower to Act as a Registered Organization and the closing of a Qualified Financing.
   e. Qualified Financing. The term Qualified Financing shall mean the sale and issuance by the Borrower of at least $2,000,000 in Qualified Financing Securities.
   f. Qualified Financing Securities. The term Qualified Financing Securities shall mean "equity securities," as defined in the Securities Exchange Act of 1934, as amended.
   g. Conversion Stock. The term Conversion Stock shall mean the equity into which the Note converts pursuant to the terms set forth herein.
   h. Maturity Date. The term Maturity Date shall mean sixty (60) months after the Closing Date.
   i. Closing Date. The term Closing Date shall mean the date on which this Note is executed.
2. Repayment. The Borrower will repay this Note in accordance with the following schedule:
   a. The Borrower shall make no payments from the time of the Closing Date until the New York State Department of Health grants or denies a license for the Borrower to act as a Registered Organization. Upon the first (1st) day of the first (1st) month following the

grant or denial of a license to act as a Registered Organization ("Payment Start Date") and each month thereafter the Borrower shall pay interest and Principal at the Rate above, in an amount set according to an amortization schedule from the Payment Start Date to the Maturity Date. On the Maturity Date any amount of unpaid interest along with principal must be paid in full.

3. Conversion. Following the Conversion Trigger and the closing of the Qualified Financing, the Convertible Notes and any accrued and unpaid interest thereon shall be converted automatically into equity securities, identical to the Qualified Financing Securities, at a price per share equal to the greater of:
    a. eighty percent (80%) multiplied by the price per share paid by investors for each Qualified Financing Security at the time of the issuance of such Qualified Financing Securities; and
    b. ten dollars ($10.00) per share.
4. Mechanics of Conversion.
    a. Upon conversion of the Note, Lender shall deliver to Borrower the Note or an Affidavit of Loss, and duly complete, execute and deliver to Borrower an updated accredited investor representation letter in a form reasonably satisfactory to Borrower. Lender shall also duly complete, execute and deliver to Borrower all agreements and other instruments, required to be signed by purchasers in the Qualified Financing, with such adjustments as are determined by Borrower to be reasonably necessary or desirable, to Borrower. Thereupon, there shall be issued and delivered to such Lender one or more certificates or other evidence of stock ownership representing the Conversion Stock into which the Note was convertible. Any Conversion Stock deliverable pursuant to this Section 4 shall be duly authorized, validly issued and fully paid and non-assessable.
    b. No fractional share or interest of Conversion Stock, or scrip representing fractional shares or interests, shall be issued upon conversion of the Note. Instead of any fractional shares or interest of Conversion Stock, as the case may be, which would otherwise be issuable upon conversion of the Note, shall be paid to Lender as a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price at which such Note converts.
    c. Upon the issuance of Conversion Stock to Lender pursuant to the conversion of the entire outstanding principal amount under the Note and any accrued and unpaid interest thereon, the Note shall be canceled.
5. Tax Treatment. The parties agree that (a) Lender will not realize any gain or loss for U.S. federal income tax purposes upon conversion to equity securities pursuant to Sections 3 hereof and (b) the Note is not a contingent payment debt instrument as described in Treasury Regulations Section 1.1275-4 and (b) all tax returns will be prepared by the parties in a manner consistent with clauses (a) through (b) of this Section 5, unless otherwise required by applicable law.
6. Late Charge. The Borrower will pay a late charge equal to the greater of five percent (5%) of the total monthly payment or $25.00, that is received later then ten (10) days after such payment is due.
7. Payment of Principal. The privilege of making payment of all or part of principal is hereby granted and if made shall be applied in inverse order of maturity.
8. Early Repayment. The Borrower may prepay the Principal at any time for any reason

without any penalties or any interest except such interest as may have accumulated prior to the prepayment. Payment of any or all Principal prior to the Conversion Trigger shall eliminate or reduce the Conversion Stock to be received by Lender upon the Conversion Trigger.

9. Penalty Rate. A default rate of interest will accrue at the rate of three percent (3%) over the Rate upon an Event of Default (as defined below).
10. Application of Payments. All payments made hereunder shall, at the option of the Lender, be applied first to late payments, penalties then to interest then to principal.
11. Form of Payment. All payments to be made hereunder by the Borrower shall be made in United States Dollars and in immediately available funds at the office of the Lender located at **[10 Wooster St. Gloversville, NY 12078]**.
12. Default. The occurrence, with respect to the Borrower, or any endorser, or guarantor of any of the following shall constitute an Event of Default: (a) default in payments of this Note for a period of thirty (30) days after the due date or any other obligations of any nature or description to Lender (collectively the "Obligations"); (b) default in the performance of, or breach of any representation or warranty made in connection with any agreement under which any Obligation is created; (c) calling a meeting of any creditors; (d) filing of a voluntary or involuntary petition under the Federal Bankruptcy Code; (e) insolvency; (f) entry of judgment against any of them (unless and to the extent only that same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of sale, forfeiture or loss of any of the Collateral Security or any interest therein); (g) failure to pay or remit any tax when assessed or due (unless and to the extent only that the same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of the sale, forfeiture or loss of any of the Collateral Security or any interest therein); (h) dissolution; (i) suspension or liquidation of usual business; (j) failing to furnish annual financial statements, interim financial statements as requested by the Lender, as well as income tax returns (Form 1040) annually; (k) failure to permit inspection of books or records; or (l) sell, lease, assign, transfer or otherwise dispose of any asset(s) or property except in the normal course of Borrower's business. Upon the occurrence of an Event of Default, the Obligations shall be due and payable immediately without further notice or demand.
13. Representations of Borrower. Borrower represents and warrants to Lender as follows:
    a. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Borrower has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Note to which it is a party and to carry out the transactions contemplated hereby and thereby. Borrower is duly licensed, qualified or registered to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to be so licensed, qualified or registered would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of Borrower (a "Material Adverse Effect"). Borrower is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been

made available to Lender.

b. This Note is a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. The execution, delivery, issuance and performance of this Note have been duly authorized by all necessary corporate or other action of Borrower. The execution, delivery and issuance of this Note and the performance of any transactions contemplated by this Note will not: (i) violate or result in a violation of, conflict with or result in a violation of or default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Borrower is a party or by which it or its assets are bound, or any provision of the charter or bylaws, or cause the creation of any liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements (except as provided herein), voting trusts, encumbrances, rights or restrictions of any nature upon any of the assets of Borrower, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) require from Borrower any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party, except for notice filings pursuant to Regulation D of the Securities Act and applicable state securities laws; or (iii) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Borrower is a party or by which it is bound.

14. Representations of Lender. Lender represents and warrants to Borrower as follows:
    a. All information and representations contained in Exhibits A and C are true and accurate.
    b. Lender is an "accredited investor," as defined in Rule 501(a) of Regulation D of the Securities Act, as amended.
    c. Borrower has made available to Lender all documents pertaining to Lender's investment in the Note requested by Lender and given Lender an opportunity to discuss the terms and conditions of this investment with the officers of Borrower responsible for the conduct of its business. Borrower has provided Lender with adequate answers to and information regarding any questions Lender has asked or information Lender has requested regarding Borrower and this investment.
    d. Lender has such knowledge and experience in financial and business matters that Lender is capable of evaluating the merits and risks of this investment.
    e. Lender is acquiring the Note and the shares issuable upon conversion of the Note for its own account, not as a nominee or agent. Lender is acquiring the Note and the shares issuable upon conversion of the Note for investment and has no present intention of selling or otherwise distributing the Note or such shares.
15. Waiver. No delay or omission on the part of the Lender or Borrower in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a ban or waiver of any such right and/or remedy on further occasion.
16. Governing Law and Venue. This Note shall be governed and construed in accordance with the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED ONLY IN THE SUPREME COURT OF NEW YORK FOR THE

COUNTY OF CLINTON, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE STATE OF NEW YORK, AND THE PARTIES WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO GUARANTOR AT THE ADDRESS SPECIFIED ABOVE, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES. THE PARTIES HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT THAT SUCH SUIT WAS BROUGHT IN AS AN INCONVENIENT COURT.

17. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party.
18. Amendment. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.
19. Survival. All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and merges, supersedes and terminates all prior written and oral agreements. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement.
21. Force Majeure. Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.
22. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
23. Attorneys' Fees. In the event that a party brings an action for breach of this Agreement against the other party, the prevailing party shall pay the other party's reasonable attorneys' fees and expenses.
24. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
25. Cumulative Rights. Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.
26. Expenses. Each party shall bear their own direct and indirect expenses incurred in

connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

27. Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

[Space Intentionally Left Blank Signature Page to Follow]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Dated: 5/7/15

Ray Lemanto
By: [redacted], P.O.A.

Purchaser Name: [redacted]
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Amount of Note: [redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B

ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] + [redacted] of North Country Roots, Inc. Equity + Loan. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5/7/15

Roy Lomanto

[signature], POA

Name and Title of Signatory

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

CONVERTIBLE PROMISSORY NOTE

$[redacted]	Plattsburgh, New York May 8, 2015

North Country Roots, Inc. having an address of 64 Trafalgar Drive, Plattsburgh, NY 12903 (hereinafter the "Borrower") for value received, promises to pay to the order of Sandra Markiewicz, (the "Lender") the sum of [redacted] ($[redacted] DOLLARS (the "Principal") at the Lender's office or branch office at the rate and in accordance with the terms indicated below:

1. Definitions.
   a. Rate. The term Rate or Interest Rate shall mean a Fixed Interest Rate at 12.00% per annum.
   b. Registered Organization. The term Registered Organization shall have the meaning ascribed to it in New York Public Health Law § 3360.
   c. Registered Organization Application. The term Registered Organization Application shall mean the application filed by the Borrower to obtain a license to act as a Registered Organization.
   d. Conversion Trigger. The term Conversion Trigger shall mean the granting, by the New York State Department of Health, of a license for the Borrower to Act as a Registered Organization and the closing of a Qualified Financing.
   e. Qualified Financing. The term Qualified Financing shall mean the sale and issuance by the Borrower of at least $2,000,000 in Qualified Financing Securities.
   f. Qualified Financing Securities. The term Qualified Financing Securities shall mean "equity securities," as defined in the Securities Exchange Act of 1934, as amended.
   g. Conversion Stock. The term Conversion Stock shall mean the equity into which the Note converts pursuant to the terms set forth herein.
   h. Maturity Date. The term Maturity Date shall mean sixty (60) months after the Closing Date.
   i. Closing Date. The term Closing Date shall mean the date on which this Note is executed.
2. Repayment. The Borrower will repay this Note in accordance with the following schedule:
   a. The Borrower shall make no payments from the time of the Closing Date until the New York State Department of Health grants or denies a license for the Borrower to act as a Registered Organization. Upon the first (1st) day of the first (1st) month following the

grant or denial of a license to act as a Registered Organization ("Payment Start Date") and each month thereafter the Borrower shall pay interest and Principal at the Rate above, in an amount set according to an amortization schedule from the Payment Start Date to the Maturity Date. On the Maturity Date any amount of unpaid interest along with principal must be paid in full.

3. Conversion. Following the Conversion Trigger and the closing of the Qualified Financing, the Convertible Notes and any accrued and unpaid interest thereon shall be converted automatically into equity securities, identical to the Qualified Financing Securities, at a price per share equal to the greater of:
    a. eighty percent (80%) multiplied by the price per share paid by investors for each Qualified Financing Security at the time of the issuance of such Qualified Financing Securities; and
    b. ten dollars ($10.00) per share.
4. Mechanics of Conversion.
    a. Upon conversion of the Note, Lender shall deliver to Borrower the Note or an Affidavit of Loss, and duly complete, execute and deliver to Borrower an updated accredited investor representation letter in a form reasonably satisfactory to Borrower. Lender shall also duly complete, execute and deliver to Borrower all agreements and other instruments, required to be signed by purchasers in the Qualified Financing, with such adjustments as are determined by Borrower to be reasonably necessary or desirable, to Borrower. Thereupon, there shall be issued and delivered to such Lender one or more certificates or other evidence of stock ownership representing the Conversion Stock into which the Note was convertible. Any Conversion Stock deliverable pursuant to this Section 4 shall be duly authorized, validly issued and fully paid and non-assessable.
    b. No fractional share or interest of Conversion Stock, or scrip representing fractional shares or interests, shall be issued upon conversion of the Note. Instead of any fractional shares or interest of Conversion Stock, as the case may be, which would otherwise be issuable upon conversion of the Note, shall be paid to Lender as a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price at which such Note converts.
    c. Upon the issuance of Conversion Stock to Lender pursuant to the conversion of the entire outstanding principal amount under the Note and any accrued and unpaid interest thereon, the Note shall be canceled.
5. Tax Treatment. The parties agree that (a) Lender will not realize any gain or loss for U.S. federal income tax purposes upon conversion to equity securities pursuant to Sections 3 hereof and (b) the Note is not a contingent payment debt instrument as described in Treasury Regulations Section 1.1275-4 and (b) all tax returns will be prepared by the parties in a manner consistent with clauses (a) through (b) of this Section 5, unless otherwise required by applicable law.
6. Late Charge. The Borrower will pay a late charge equal to the greater of five percent (5%) of the total monthly payment or $25.00, that is received later then ten (10) days after such payment is due.
7. Payment of Principal. The privilege of making payment of all or part of principal is hereby granted and if made shall be applied in inverse order of maturity.
8. Early Repayment. The Borrower may prepay the Principal at any time for any reason

without any penalties or any interest except such interest as may have accumulated prior to the prepayment. Payment of any or all Principal prior to the Conversion Trigger shall eliminate or reduce the Conversion Stock to be received by Lender upon the Conversion Trigger.

9. Penalty Rate. A default rate of interest will accrue at the rate of three percent (3%) over the Rate upon an Event of Default (as defined below).
10. Application of Payments. All payments made hereunder shall, at the option of the Lender, be applied first to late payments, penalties then to interest then to principal.
11. Form of Payment. All payments to be made hereunder by the Borrower shall be made in United States Dollars and in immediately available funds at the office of the Lender located at **[4530 S Woodlawn Ave, Unit 305, Chicago, IL 60653]**.
12. Default. The occurrence, with respect to the Borrower, or any endorser, or guarantor of any of the following shall constitute an Event of Default: (a) default in payments of this Note for a period of thirty (30) days after the due date or any other obligations of any nature or description to Lender (collectively the "Obligations"); (b) default in the performance of, or breach of any representation or warranty made in connection with any agreement under which any Obligation is created; (c) calling a meeting of any creditors; (d) filing of a voluntary or involuntary petition under the Federal Bankruptcy Code; (e) insolvency; (f) entry of judgment against any of them (unless and to the extent only that same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of sale, forfeiture or loss of any of the Collateral Security or any interest therein); (g) failure to pay or remit any tax when assessed or due (unless and to the extent only that the same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of the sale, forfeiture or loss of any of the Collateral Security or any interest therein); (h) dissolution; (i) suspension or liquidation of usual business; (j) failing to furnish annual financial statements, interim financial statements as requested by the Lender, as well as income tax returns (Form 1040) annually; (k) failure to permit inspection of books or records; or (l) sell, lease, assign, transfer or otherwise dispose of any asset(s) or property except in the normal course of Borrower's business. Upon the occurrence of an Event of Default, the Obligations shall be due and payable immediately without further notice or demand.
13. Representations of Borrower. Borrower represents and warrants to Lender as follows:
    a. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Borrower has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Note to which it is a party and to carry out the transactions contemplated hereby and thereby. Borrower is duly licensed, qualified or registered to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to be so licensed, qualified or registered would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of Borrower (a "Material Adverse Effect"). Borrower is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been

made available to Lender.

b. This Note is a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. The execution, delivery, issuance and performance of this Note have been duly authorized by all necessary corporate or other action of Borrower. The execution, delivery and issuance of this Note and the performance of any transactions contemplated by this Note will not: (i) violate or result in a violation of, conflict with or result in a violation of or default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Borrower is a party or by which it or its assets are bound, or any provision of the charter or bylaws, or cause the creation of any liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements (except as provided herein), voting trusts, encumbrances, rights or restrictions of any nature upon any of the assets of Borrower, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) require from Borrower any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party, except for notice filings pursuant to Regulation D of the Securities Act and applicable state securities laws; or (iii) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Borrower is a party or by which it is bound.

14. Representations of Lender. Lender represents and warrants to Borrower as follows:
    a. All information and representations contained in Exhibits A and C are true and accurate.
    b. Lender is an "accredited investor," as defined in Rule 501(a) of Regulation D of the Securities Act, as amended.
    c. Borrower has made available to Lender all documents pertaining to Lender's investment in the Note requested by Lender and given Lender an opportunity to discuss the terms and conditions of this investment with the officers of Borrower responsible for the conduct of its business. Borrower has provided Lender with adequate answers to and information regarding any questions Lender has asked or information Lender has requested regarding Borrower and this investment.
    d. Lender has such knowledge and experience in financial and business matters that Lender is capable of evaluating the merits and risks of this investment.
    e. Lender is acquiring the Note and the shares issuable upon conversion of the Note for its own account, not as a nominee or agent. Lender is acquiring the Note and the shares issuable upon conversion of the Note for investment and has no present intention of selling or otherwise distributing the Note or such shares.
15. Waiver. No delay or omission on the part of the Lender or Borrower in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a ban or waiver of any such right and/or remedy on further occasion.
16. Governing Law and Venue. This Note shall be governed and construed in accordance with the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED ONLY IN THE SUPREME COURT OF NEW YORK FOR THE

COUNTY OF CLINTON, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE STATE OF NEW YORK, AND THE PARTIES WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO GUARANTOR AT THE ADDRESS SPECIFIED ABOVE, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES. THE PARTIES HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT THAT SUCH SUIT WAS BROUGHT IN AS AN INCONVENIENT COURT.

17. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party.
18. Amendment. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.
19. Survival. All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and merges, supersedes and terminates all prior written and oral agreements. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement.
21. Force Majeure. Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.
22. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
23. Attorneys' Fees. In the event that a party brings an action for breach of this Agreement against the other party, the prevailing party shall pay the other party's reasonable attorneys' fees and expenses.
24. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
25. Cumulative Rights. Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.
26. Expenses. Each party shall bear their own direct and indirect expenses incurred in

connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

27. Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

[Space Intentionally Left Blank Signature Page to Follow]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Dated: 5/7/15

Purchaser Name: Sandra Markiewicz
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Amount of Note: $ [redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of Convertible Promissory Note of North Country Roots, Inc. #[redacted]. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 5/7/15

Name and Title of Signatory

THIS CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO BORROWER THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

CONVERTIBLE PROMISSORY NOTE

$[redacted]	Plattsburgh, New York May 8, 2015

North Country Roots, Inc. having an address of 64 Trafalgar Drive, Plattsburgh, NY 12903 (hereinafter the "Borrower") for value received, promises to pay to the order of Shawn Rascoe, (the "Lender") the sum of [redacted] ($[redacted] DOLLARS (the "Principal") at the Lender's office or branch office at the rate and in accordance with the terms indicated below:

1. Definitions.
   a. Rate. The term Rate or Interest Rate shall mean a Fixed Interest Rate at 12.00% per annum.
   b. Registered Organization. The term Registered Organization shall have the meaning ascribed to it in New York Public Health Law § 3360.
   c. Registered Organization Application. The term Registered Organization Application shall mean the application filed by the Borrower to obtain a license to act as a Registered Organization.
   d. Conversion Trigger. The term Conversion Trigger shall mean the granting, by the New York State Department of Health, of a license for the Borrower to Act as a Registered Organization and the closing of a Qualified Financing.
   e. Qualified Financing. The term Qualified Financing shall mean the sale and issuance by the Borrower of at least $2,000,000 in Qualified Financing Securities.
   f. Qualified Financing Securities. The term Qualified Financing Securities shall mean "equity securities," as defined in the Securities Exchange Act of 1934, as amended.
   g. Conversion Stock. The term Conversion Stock shall mean the equity into which the Note converts pursuant to the terms set forth herein.
   h. Maturity Date. The term Maturity Date shall mean sixty (60) months after the Closing Date.
   i. Closing Date. The term Closing Date shall mean the date on which this Note is executed.
2. Repayment. The Borrower will repay this Note in accordance with the following schedule:
   a. The Borrower shall make no payments from the time of the Closing Date until the New York State Department of Health grants or denies a license for the Borrower to act as a Registered Organization. Upon the first (1st) day of the first (1st) month following the

grant or denial of a license to act as a Registered Organization ("Payment Start Date") and each month thereafter the Borrower shall pay interest and Principal at the Rate above, in an amount set according to an amortization schedule from the Payment Start Date to the Maturity Date. On the Maturity Date any amount of unpaid interest along with principal must be paid in full.

3. Conversion. Following the Conversion Trigger and the closing of the Qualified Financing, the Convertible Notes and any accrued and unpaid interest thereon shall be converted automatically into equity securities, identical to the Qualified Financing Securities, at a price per share equal to the greater of:
    a. eighty percent (80%) multiplied by the price per share paid by investors for each Qualified Financing Security at the time of the issuance of such Qualified Financing Securities; and
    b. ten dollars ($10.00) per share.
4. Mechanics of Conversion.
    a. Upon conversion of the Note, Lender shall deliver to Borrower the Note or an Affidavit of Loss, and duly complete, execute and deliver to Borrower an updated accredited investor representation letter in a form reasonably satisfactory to Borrower. Lender shall also duly complete, execute and deliver to Borrower all agreements and other instruments, required to be signed by purchasers in the Qualified Financing, with such adjustments as are determined by Borrower to be reasonably necessary or desirable, to Borrower. Thereupon, there shall be issued and delivered to such Lender one or more certificates or other evidence of stock ownership representing the Conversion Stock into which the Note was convertible. Any Conversion Stock deliverable pursuant to this Section 4 shall be duly authorized, validly issued and fully paid and non-assessable.
    b. No fractional share or interest of Conversion Stock, or scrip representing fractional shares or interests, shall be issued upon conversion of the Note. Instead of any fractional shares or interest of Conversion Stock, as the case may be, which would otherwise be issuable upon conversion of the Note, shall be paid to Lender as a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price at which such Note converts.
    c. Upon the issuance of Conversion Stock to Lender pursuant to the conversion of the entire outstanding principal amount under the Note and any accrued and unpaid interest thereon, the Note shall be canceled.
5. Tax Treatment. The parties agree that (a) Lender will not realize any gain or loss for U.S. federal income tax purposes upon conversion to equity securities pursuant to Sections 3 hereof and (b) the Note is not a contingent payment debt instrument as described in Treasury Regulations Section 1.1275-4 and (b) all tax returns will be prepared by the parties in a manner consistent with clauses (a) through (b) of this Section 5, unless otherwise required by applicable law.
6. Late Charge. The Borrower will pay a late charge equal to the greater of five percent (5%) of the total monthly payment or $25.00, that is received later then ten (10) days after such payment is due.
7. Payment of Principal. The privilege of making payment of all or part of principal is hereby granted and if made shall be applied in inverse order of maturity.
8. Early Repayment. The Borrower may prepay the Principal at any time for any reason

without any penalties or any interest except such interest as may have accumulated prior to the prepayment. Payment of any or all Principal prior to the Conversion Trigger shall eliminate or reduce the Conversion Stock to be received by Lender upon the Conversion Trigger.

9. Penalty Rate. A default rate of interest will accrue at the rate of three percent (3%) over the Rate upon an Event of Default (as defined below).
10. Application of Payments. All payments made hereunder shall, at the option of the Lender, be applied first to late payments, penalties then to interest then to principal.
11. Form of Payment. All payments to be made hereunder by the Borrower shall be made in United States Dollars and in immediately available funds at the office of the Lender located [redacted]

SJR 12. Default. The occurrence, with respect to the Borrower, or any endorser, or guarantor of any of the following shall constitute an Event of Default: (a) default in payments of this Note for a period of thirty (30) days after the due date or any other obligations of any nature or description to Lender (collectively the "Obligations"); (b) default in the performance of, or breach of any representation or warranty made in connection with any agreement under which any Obligation is created; (c) calling a meeting of any creditors; (d) filing of a voluntary or involuntary petition under the Federal Bankruptcy Code; (e) insolvency; (f) entry of judgment against any of them (unless and to the extent only that same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of sale, forfeiture or loss of any of the Collateral Security or any interest therein); (g) failure to pay or remit any tax when assessed or due (unless and to the extent only that the same shall be contested in good faith and by appropriate proceeding by the Borrower provided that such proceedings do not involve any danger of the sale, forfeiture or loss of any of the Collateral Security or any interest therein); (h) dissolution; (i) suspension or liquidation of usual business; (j) failing to furnish annual financial statements, interim financial statements as requested by the Lender, as well as income tax returns (Form 1040) annually; (k) failure to permit inspection of books or records; or (l) sell, lease, assign, transfer or otherwise dispose of any asset(s) or property except in the normal course of Borrower's business. Upon the occurrence of an Event of Default, the Obligations shall be due and payable immediately without further notice or demand.

13. Representations of Borrower. Borrower represents and warrants to Lender as follows:
    a. Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Borrower has all required corporate power and authority to own its properties and assets, to carry on its business as presently conducted, to enter into and perform this Note to which it is a party and to carry out the transactions contemplated hereby and thereby. Borrower is duly licensed, qualified or registered to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to be so licensed, qualified or registered would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of Borrower (a "Material Adverse Effect"). Borrower is not in violation of any term or provision of its charter or bylaws, each as in effect as of this date, true and correct copies of which have been

made available to Lender.

b. This Note is a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, which affect enforcement of creditors' rights generally. The execution, delivery, issuance and performance of this Note have been duly authorized by all necessary corporate or other action of Borrower. The execution, delivery and issuance of this Note and the performance of any transactions contemplated by this Note will not: (i) violate or result in a violation of, conflict with or result in a violation of or default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Borrower is a party or by which it or its assets are bound, or any provision of the charter or bylaws, or cause the creation of any liens, claims, options, charges, pledges, security interests, deeds of trust, voting agreements (except as provided herein), voting trusts, encumbrances, rights or restrictions of any nature upon any of the assets of Borrower, except for those which would not have, or be reasonably likely to have, a Material Adverse Effect; (ii) require from Borrower any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party, except for notice filings pursuant to Regulation D of the Securities Act and applicable state securities laws; or (iii) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Borrower is a party or by which it is bound.

14. Representations of Lender. Lender represents and warrants to Borrower as follows:
    a. All information and representations contained in Exhibits A and C are true and accurate.
    b. Lender is an "accredited investor," as defined in Rule 501(a) of Regulation D of the Securities Act, as amended.
    c. Borrower has made available to Lender all documents pertaining to Lender's investment in the Note requested by Lender and given Lender an opportunity to discuss the terms and conditions of this investment with the officers of Borrower responsible for the conduct of its business. Borrower has provided Lender with adequate answers to and information regarding any questions Lender has asked or information Lender has requested regarding Borrower and this investment.
    d. Lender has such knowledge and experience in financial and business matters that Lender is capable of evaluating the merits and risks of this investment.
    e. Lender is acquiring the Note and the shares issuable upon conversion of the Note for its own account, not as a nominee or agent. Lender is acquiring the Note and the shares issuable upon conversion of the Note for investment and has no present intention of selling or otherwise distributing the Note or such shares.
15. Waiver. No delay or omission on the part of the Lender or Borrower in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion shall not be construed as a ban or waiver of any such right and/or remedy on further occasion.
16. Governing Law and Venue. This Note shall be governed and construed in accordance with the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS NOTE MAY BE COMMENCED ONLY IN THE SUPREME COURT OF NEW YORK FOR THE

COUNTY OF CLINTON, OR IN THE DISTRICT COURT OF THE UNITED STATES IN THE STATE OF NEW YORK, AND THE PARTIES WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED MAIL TO GUARANTOR AT THE ADDRESS SPECIFIED ABOVE, OR AS OTHERWISE PROVIDED BY THE LAWS OF THE STATE OF NEW YORK OR THE UNITED STATES. THE PARTIES HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT THAT SUCH SUIT WAS BROUGHT IN AS AN INCONVENIENT COURT.

17. Assignment. The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party.
18. Amendment. No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.
19. Survival. All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and merges, supersedes and terminates all prior written and oral agreements. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement.
21. Force Majeure. Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.
22. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
23. Attorneys' Fees. In the event that a party brings an action for breach of this Agreement against the other party, the prevailing party shall pay the other party's reasonable attorneys' fees and expenses.
24. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.
25. Cumulative Rights. Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.
26. Expenses. Each party shall bear their own direct and indirect expenses incurred in

connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

27. Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

[*Space Intentionally Left Blank Signature Page to Follow*]

IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first above written.

Dated: 4/7/2015

Purchaser Name: Shawn Rascoe
Purchaser Address: [redacted]
SSN or TIN: [redacted]
Amount of Note: $[redacted]

Dated: 5-8-15

North Country Roots, Inc.

By: Douglas Butdorf, President

Exhibit B
ADOPTION AGREEMENT

The undersigned is a Purchaser of [redacted] of North Country Roots, Inc. EQUITY + LOAN. The undersigned specifically acknowledges that he, she, or it has had the opportunity to review a document entitled Shareholder Agreement between:

- Douglas Butdorf;
- Eduardo Suarez; and
- Thomas Gosrich.

In addition, the undersigned has had the opportunity to review all prior Adoption Agreements of other shareholders to said Shareholder Agreement. The undersigned specifically agrees and acknowledges that he or she has had the opportunity to review the aforedescribed Agreement and adopts each and every provision thereof as if the undersigned had executed the Agreement.

Dated: 4/7/2015

Name and Title of Signatory

EXHIBIT H

Percentage Ownership of Stock Holders

Shareholder	Number of Shares	Percentage
Douglas Butdorf	[redacted]	[redacted]
Thomas Gosrich		
Eduardo Suarez		
Ceres Project Management, LLC	11,140	8.93%
Casey Brown	[redacted]	[redacted]
Andrew Lomanto		
Roy Lomanto		
E. Michael Relation		
Shawn Rascoe		
Tuson Investment Company, LP	3,334	2.67%
Total	**124,755**	**100%**

STOCK TRANSFER LEDGER
FOR
NORTH COUNTRY ROOTS, INC.

As of May 8, 2015

ISSUED	REDEEMED	CERT #	NAME OF SHAREHOLDER	# OF SHARES	COMMENTS
			COMMON STOCK—200,000 NPV		
~~12/2/2014~~	N/A	~~1~~	~~Douglas Butdorf~~	[redacted]	**VOIDED—Issued in Error**
~~12/2/2014~~	3/5/2015	~~2~~	~~Douglas Butdorf~~		**Stock Split/issue new Certificate 5**
~~12/2/2014~~	3/5/2015	~~3~~	~~Thomas Gosrich~~		**Stock Split/issue new Certificate 6**
~~12/2/2014~~	3/5/2015	4	~~Eduardo Suarez~~		**Stock Split/issue new Certificate 7**
3/5/2015		**5**	**Douglas Butdorf**		
3/5/2015		**6**	**Thomas Gosrich**		
3/5/2015		**7**	**Eduardo Suarez**		
4/6/2015		**8**	**Ceres Project Management**	**11,140**	
4/6/2015		**9**	**Casey Brown**	[redacted]	
5/8/2015		**10**	**Andrew Lomanto**		
5/8/2015		**11**	**Roy Lomanto**		

ISSUED	REDEEMED	CERT #	NAME OF SHAREHOLDER	# OF SHARES	COMMENTS
5/8/2015		12	E. Michael Relation	[redacted]	
5/8/2015		13	Shawn Rascoe		
5/8/2015		14	Tuson Investment Company, LP	3,334	
********	**********	******	TOTAL**********	**********	124,755 (75,245 left to issue)

EXHIBIT I

STATE OF NEW YORK
DEPARTMENT OF HEALTH
****

THE APPLICATION OF NORTH COUNTRY ROOTS, INC. FOR A REGISTERED ORGANIZATION LICENSE PURSUANT TO THE PUBLIC HEALTH LAW,

AFFIRMATION AS TO DIRECTORS

Defendant(s).
****

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

Brendan P. Owens, Esq., affirms and says:

1. I am the attorney for the Applicant, North Country Roots, Inc., in the above-entitled application.
2. I maintain the Corporate Book and records of the Applicant, North Country Roots, Inc.
3. I am providing this affirmation to indicate to the Department of Health who the current directors of the Applicant, North Country Roots, Inc. are.
4. The current directors of the Applicant, North Country Roots, Inc., are Douglas Butdorf, Eduardo Suarez, Thomas Gosrich, Casey Brown, Ceres Project Management LLC through its proxy Jacob Perkinson, Dr. Richard Frost, and Dr. Gary Hanley.

WHEREFORE, I respectfully request that the Department accept this affirmation as proof of the identities of the Board of Directors of the Applicant, North Country Roots, Inc.

Dated: May 15, 2015

Brendan P. Owens, Esq.

Legal disclosures

NORTH COUNTRY ROOTS

STATEMENT IN RESPONSE TO DOCUMENT 5138, SECTION H, PARAGRAPH 73

STATE OF NEW YORK
DEPARTMENT OF HEALTH
****

THE APPLICATION OF NORTH COUNTRY ROOTS, INC. FOR A REGISTERED ORGANIZATION LICENSE PURSUANT TO THE PUBLIC HEALTH LAW,

Defendant(s).
****

AFFIDAVIT AS TO CONTEMPLATED CONTRACTS WITH ENTITIES OWNED BY CONTROLLING PERSONS

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

Douglas E. Butdorf, affirms and says:

1. I am the President of the Applicant, North Country Roots, Inc., (hereinafter the "Applicant") in the above-entitled application.

2. I am also a Director of the Applicant.

3. I am also a Shareholder of the Applicant holding common no par value stock in the Applicant.

4. Because I am the President, a Director, and a Shareholder holding stock in the Applicant, I am a Controlling Person of the Applicant.

5. I am a member of Growtility holding an interest in excess of [redacted] percent ([redacted]%) of Growtility.

6. Growtility has a principal place of business in 1701 Saunders Dr. Wooster OH 44691.

7. Growtility pre-configured Controlled Environment Agriculture units utilizing intermodal steel building unit shipping containers (hereinafter referred to as "Growtility Units").

8. More specifically, the Growtility Units contain electronic environmental control units, heating and cooling devices, ventilation equipment, lighting hoods, reflectors and ballasts and CO2 injection tubing. Once delivered, a Growtility Unit merely needs to be installed by connecting power supply and ventilation ducting. Once set up the Growtility Units will allow NCR to rapidly commence operations.

9. If the Applicant receives a license from the State of New York Department of Health, the

Applicant will execute a contract to purchase twenty two (22) Growtility Units for $779,200.

10. The $779,200 purchase price represents a discount of twenty percent (20%) off of the advertised price of twenty two (22) Growtility Units.

11. The planned contract with Growtility will provide that after licensure the Applicant will pay Growtility, LLC a fifty percent (50%) down payment.

12. Then, North Country Roots will pay the balance due upon receipt of each unit delivered according to agreed schedule.

WHEREFORE, I respectfully request that the Department of Health accept this Affidavit as 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…" as required by Paragraph 73 of the Application.

Dated: May 21, 2015

Douglas E. Butdorf

Sworn before me this
21st day of May 2015

EMILY C. HEWITT
Notary Public, State of New York
No. 01HE6316255
Qualified in Clinton County
My Commission Expires December 15, 2018

Section 73

Ceres Project Management, LLC, 131 Church Street, Burlington, Vermont 05401 will provide consultant services on the development, management and growth of all aspects of medical cannabis dispensary cultivation, manufacturing and retail operations.

Ceres Project Management, LLC's primary activity is engaging in the business of consulting to licensees and applicants for state-legalized medical cannabis dispensaries in the United States including Vermont, Massachusetts and New York.

A copy of the contract executed between Ceres Project Management, LLC and North County Roots, Inc. is included as Attachment G, Exhibit C.

The anticipated cost of services in addition to compensation provided in the form of ten percent of the founders shares of the company is estimated to be in the range of $80,000 to $120,000.

5/19/15

Jacob B. Perkinson,

Managing Member,

Ceres Project Management, LLC

Date

Section 74B

Ceres Project Management, LLC, 131 Church Street, Burlington, Vermont 05401 will provide consultant services to North Country Roots, Inc. on the development, management and growth of all aspects of medical cannabis dispensary cultivation, manufacturing and retail operations. Ceres Project Management, LLC's primary activity is engaging in the business of consulting to licensees and applicants for state-legalized medical cannabis dispensaries in the United States including Vermont, Massachusetts and New York.

As part of its contract with North Country Roots, Inc., Ceres Project Management, LLC will receive compensation in the form of ten percent of the founders shares of the company and hourly compensation for consulting services after any successful licensing estimated to be in the range of $80,000 to $120,000.

Ceres Project Management, LLC has been involved in the planning stages for North Country Roots, Inc. and expects to continue to provide consultancy services in connection with the company's build out, development and operation of its cultivation, manufacturing and retail facilities.

Ceres Project Management, LLC is not responsible for any financial obligations of the applicant.

Attached as Exhibit A are the operational documents for Ceres Project Management, LLC, including its Certificate of Organization (Exhibit A-1); its Operating Agreement (Exhibit A-2); January 2, 2014 Resolution adding new members (Exhibit A-3); and a Certificate of Good Standing (Exhibit A-4). A copy of the contract between North Country Roots, Inc. and Ceres Project Management, LLC is included as Attachment G, Exhibit C.

The members of Ceres Project Management, LLC are Jacob B. Perkinson, Shayne Lynn, Bridget Conry and Olaf Willoughby. Each member controls 25% of Ceres Project Management, LLC.

5/19/15

Jacob B. Perkinson, **Date**

Managing Member,

Ceres Project Management, LLC

Exhibit A

Exhibit A-1

STATE OF VERMONT

OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Organization

to

CERES PROJECT MANAGEMENT, LLC

a Vermont domestic limited liability company effective on September 03, 2013

September 09, 2013

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital

James C. Condos

James C. Condos
Secretary of State

Exhibit A-2

CERES PROJECT MANAGEMENT, LLC
A Member-Managed Limited Liability Company
OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effect September 3, 2013, by Jacob B. Perkinson (referred to in this agreement as the "Member").

SECTION 1
THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective September 3rd, 2013, the Member forms a limited liability company under the name Ceres Project Management, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Vermont (the "Act"). The Member agrees to file with the appropriate agency within the State of Vermont charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name Ceres Project Management, LLC, or such other name upon which the Member may agree to use.

1.3 Purpose. The purpose of the Company is to engage in all legal business activities.

1.4 Office. The Company will maintain its principal business office within the State of Vermont at the following address: 131 Church Street, Suite 301, Burlington, Vermont 05401 or such other location as the Member shall agree to use.

1.5 Registered Agent. Jacob B. Perkinson is the Company's registered agent in the State of Vermont, and the registered address is 56 Ledge Road, Burlington, VT 05401.

1.6 Term. The term of the Company commences on October 29, 2009 and shall continue perpetually or until terminated by the Member(s).

1.7 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the Company of a new interest in the Company without the prior unanimous written consent of all the Members.

SECTION 2
CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members shall contribute all capital to the Company which shall be accounted for in an account attributable to each member.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3
ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member or Members in proportion to each Member's relative capital interest in the Company in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Member or Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4
INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5
POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6
SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7
BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8
TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the"Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company

in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

> (1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and
> (2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before

the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company. 8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

(1) $1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9
DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued as provided in Section 9.1.4), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10
GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Vermont (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

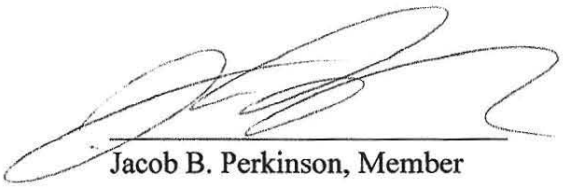
10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

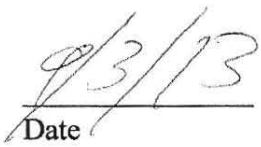
10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid,

directed to the addresses for each Member as per attached herein on Schedule 1 or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.



Jacob B. Perkinson, Member



Date

Exhibit A-3

CERES PROJECT MANAGEMENT, LLC

RESOLUTION

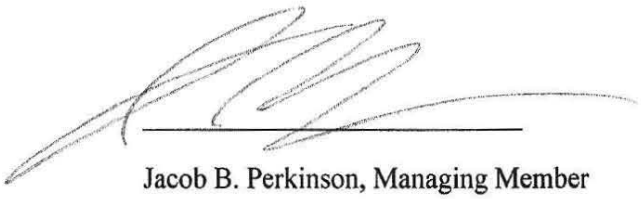
NOW COMES, Jacob B. Perkinson, the Managing Member of Ceres Project Management, LLC and hereby resolves that the following members shall be added as members of Ceres Project Management, LLC:

Shayne Lynn;

Bridget Conry; and

Olaf Willoughby.

DATED: January 2, 2014



Jacob B. Perkinson, Managing Member

Exhibit A-4

STATE OF VERMONT
OFFICE OF SECRETARY OF STATE

Certificate of Good Standing

I, James C. Condos, Vermont Secretary of State, do hereby certify that according to the records of this office

CERES PROJECT MANAGEMENT, LLC

a Domestic Limited Liability Company formed under the laws of the State of VERMONT, was filed for record in this office on Sep 03, 2013.

I further certify that the company has perpetual duration, that its most recent annual report is on file, and that as of this date, articles of dissolution / withdrawal have not been filed.

April 30, 2015

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital.

James C. Condos
Vermont Secretary of State

Business ID: 0282367
Certificate Number: 2013163631001

Form DOH-5145 Appendix A

NORTH COUNTRY ROOTS

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: North Country Roots, Inc.

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

2. Name: Douglas Butdorf | 3. Title: President & CEO

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

Doug Butdorf is the Chief Executive officer of North Country Roots. He will be involved in all aspects of lhe company's operations including cultivation, extraction, manufacture, packaging and dispensing of medical marijuana products to patients.

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

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

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

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

NEW YORK STATE | Department of Health

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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: [redacted]

10. Email: [redacted]

11. Residence Address [redacted]

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
New College of California	50 Fell St. San Francisco, CA	1993	1997	Bachelor of Arts: Humanities	May 1997

NEW YORK STATE | Department of Health

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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

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

NEW YORK STATE | Department of Health

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

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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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

NEW YORK STATE | Department of Health

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

From: June 2013 To: Dec 2014	Name and Address of Business: Adirondack Harvest PO Box 388, Westport, NY 12993	
Business Type: Farmer Collective / Advocacy	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: Cornell Cooperative Extension of Essex County - Westport NY (518) 962-4810		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

NEW YORK STATE | Department of Health

Medical Marijuana Program
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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.

Doug's varied background in business start-up management in his early career, his highly accomplished community service record and his professional experience in business development have fortified management strengths and qualify him for this challenge. [redacted]

Since living in the [redacted] of [redacted], Doug has been deeply involved in local agriculture, serving on the Board of Directors of the Adirondack Harvest organization (a farmer collective and advocacy group) and asaHorticultureandAgricultureAdvisoryCommitteeMemberoftheCornellCooperativeExtension. Overthe past ten years. [redacted]

In 2009 Doug received the Creating Conscious Communities Award from the Red Hummingbird Foundation and earned statewide recognition with an Excellence in Urban Agriculture Award by the Green Project Exchange of New York in 2010.

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 21, 2015
Notary Name: Emily C. Hewitt	Notary Registration Number: 01HE6316255
Notary (Notary Must Affix Stamp or Seal) Emily C. Hewitt EMILY C. HEWITT Notary Public, State of New York No. 01HE6316255 Qualified in Clinton County My Commission Expires December 15, 2018	Date: May 21, 2015

Serving Clinton, Essex and Franklin Counties

United Way

ADIRONDACK REGION

45 Tom Miller Road
Plattsburgh, New York 12901

Phone: 518-563-0028
Fax: 518-563-0270
www.unitedwayadk.org

May 29, 2015

Douglas Butdorf, President
North Country Roots, Inc.
Plattsburgh, NY 12901

Dear Mr. Butdorf:

Thank you for approaching me and identifying our organization as an effective vehicle for providing community support across the region. As you know, we interface with an extensive network of health and human service programs.

As discussed, I have had the opportunity to share your interest in our organization with a variety of associates and colleagues. While it is a new concept for our community, some commented that your plan appears to be well designed and thorough. Others, who know you personally, spoke highly of your character and integrity.

Again, I wish to thank you for your interest in our organization and good luck with your endeavor.

Sincerely,

John C. Bernardi
Executive Director/CEO

JCB/rvb

Doug Butdorf, CEO & President of North Country Roots, Inc.
Biographical Statement

"Butdorf" is an easy name to remember but people in Plattsburgh and the North Country know Doug Butdorf as much more than a name. They know him for his community connections, his principled actions, and his strong leadership in making the area a better place to live. Doug Butdorf's personal qualities, professional expertise, unique skill set, and demonstrated record of significant contributions to the development of the North Country of New York will ensure North Country Roots' success as one of the five medical marijuana Registered Organizations in New York.

[redacted]. One formative childhood experience that influenced Doug's decision today to create North Country Root and pursue a New York state medical marijuana license was the [redacted] and understanding what that would have meant to [redacted] and so many other families in similar situations, was a driving force in the foundation of North Country Roots.

Doug was also the f[redacted]. As an undergraduate, he spent a year studying in Nepal, where he lived [redacted] and in a remote mountain village. Doug became fluent in Nepali language and was eager to contribute back to his host country, beyond the typical tourist experiences. On his own initiative, [redacted] Interested in farming since working in [redacted], Doug worked alongside villagers in their terraced fields and was able to see firsthand many of the concerns facing small third world subsistence farmers. It was his ability to make connections with people, even across vast cultural, racial, ethnic, and language divides, that made his experience in Nepal so notable and helped him to become highly aware of how global issues such as organic farming practices play out at local levels.

After earning his BA in Global Culture and Sustainable Economics from New College of California in San Francisco in 1997, [redacted]

During this busy period of his work life, Doug continued to be interested in the same issues that shaped his volunteer and educational experiences during his twenties: sustainable agriculture and locally-based economic development. [redacted] Perhaps most important to note here though is that Doug's vision, extensive preparation and issues education, communication skills, personal and professional acumen, and robust leadership energized his community to take action and to make change. In short, when Doug is at the helm, good ideas don't just sit on a shelf—they are realized.

[redacted]

[redacted]. Since 2009, he's been a prominent figure in a variety of organizations working to develop our region's strengths and opportunities for growth, particularly in the area of organic and sustainable agriculture. He's served on the Adirondack Harvest Board of Directors, the Cornell Cooperative Extension's Horticulture and Agriculture Advisory Committee, and [redacted], working to create ways to lower Plattsburgh's environmental footprint. Doug was awarded the Creating Conscious Community Award in 2011 by the local Red Hummingbird Society and earned statewide recognition with an Excellence in Urban Agriculture Award by the Green Project Exchange of New York in 2010. Doug is personally invested in local agriculture as well, maintaining a plot in the Plattsburgh Housing Authority Community Garden rather than gardening in his own large backyard, and in an effort to contribute towards saving bees in the face of colony collapse, has kept his own hives for the past four years.

Doug's community involvement extends far beyond local agricultu[redacted], particularly in the major project of buying land and building a new church home for the expanding congregation; has been a member of the Sunrise Rotary; and has worked with the YMCA, the Plattsburgh City Parks and Recreation Department, and on his own initiative to create opportunities for children of many ages from a range of economic backgrounds to participate in basketball programs. A consummate networker, Doug builds bridges among many different groups in our local community. Doug is as comfortable and effective making a formal presentation to the Plattsburgh City Council as he is standing in a field and discussing crop rotation with a local farmer. Doug's network of friends and contacts in the North Country is wide and incredibly diverse, from professors, physicians, chefs, politicians, and business executives, to beekeepers, coaches, handymen, activists, and retirees.

Doug founded North Country Roots as a highly engaged and invested member for the North Country. For Doug, NCR is far more than an individual economic and professional opportunity: it is a chance to make a substantial contribution to the improvement of the Plattsburgh community and surrounding areas by bringing economic development, jobs, and medical progress to the North Country. NCR's payment plan, CareRoots, close attention to security issues, and painstaking planning all speak to Doug's unique skill set and his deep commitment to making the North Country a more prosperous and compassionate place to live.

DOUG BUTDORF

[redacted]
Desk: [redacted] Cell: [redacted] Email: [redacted]

Executive Skills

- Business Development and Sales Leadership
- Start-up Management
- Product Distribution and Promotion Management
- Integrated Marketing Campaign Development, Analysis and Refinement
- Six Sigma Blackbelt – Commercial Process and Project Management

Professional Accomplishments

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

Local and Global Community Service

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

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

Education

New College of California, San Francisco, CA
Bachelor of Arts, May 1997, Humanities – Emphasis: Global Culture and Sustainable Economics

Certifications and Awards

Creating Conscious Community – Red Hummingbird Society
Award - September, 2011

Excellence in Urban Agriculture – Green Project Exchange of New York
Award - October, 2010

Six Sigma Black Belt – ICI Paints
Certificate - December, 2004

Managing Interpersonal Relationships – ICI Paints
Certificate - September, 2003

Kepnor-Tregoe Problem Solving and Decision Analysis Certificate
Certificate - August, 2002

Total Quality Management (TQM) – Marriott Corporation
Certificate - April, 1992

NEW YORK STATE | Department of Health

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

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: North Country Roots, Inc. (NCR)

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

2. Name: Eduardo Raul Suarez | 3. Title: Vice President

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

As Vice President, Mr. Suarez is a member of the Board of Directors and he will oversee the following departments: Security, Shipping/Receiving and Information Technology to ensure NCR's compliance with NYCRR §1004.

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

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
City University of NY Kingsborough Community College	2001 Oriental Boulevard, Brooklyn, NY 11235-2398	09/85	12/1986		
CUNY Borough of Manhattan Community College	199 Chambers Street New York, NY 10007	09/1987	12/1987		
CUNY John Jay School Criminal Justice	524 West 59th Street New York, NY 10019	09/1995	12/1997		

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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
New York State Peace Officer	A5071	NYS Div.of Crim Just Svcs, D.P.S. 80 South Swan St. Albany, NY OPS.RecordsMgt@dcjs.ny.gov	09/1998	N/A

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

Name of Employer: State of New York / Office of Court Administration

Type of Business: Judiciary / 4th Judicial District

Street Address: 4th Judicial Administrative Office, 65 South Broadway, Suite 101

City: Saratoga Springs | State: NY | Zip Code: 12866

Starting Date of Employment: 09/14/1998 | Ending Date of Employment: N/A Currently employed

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
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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Type of Business:		
Street Address:		
City:	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: 08/2006	Name and Address of Business: Circle of Movement, LLC d/b/a My Tech Guy Eddie 41 Tremblay Avenue, Plattsburgh, NY 12901	
To: current		
Business Type: Computer Repair/Yoga Instruct.	Office Held/Nature of Interest: Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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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: Eduardo B. Stevens	Date: 05/15/15
Notary Name: Shane M. Trudo	Notary Registration Number: 01TR6025644
Notary (Notary Must Affix Stamp or Seal) SHANE M. TRUDO Notary Public Clinton County - #01TR6025644 State of New York My Commission Expires June 1, 20 15	Date: 5/15/2015

Eduardo Suarez, Vice President and Treasurer

Sergeant Eddie Suarez is a law enforcement veteran and Police Instructor in [redacted] Throughout his career, Eddie's calm demeanor, capacity for empathy, and demonstrated ability to diffuse stressful encounters has been the key to his success at keeping the public and his fellow officers safe. His personable management style, teaching skills and dedication to public service has earned him the respect of his fellow officers throughout the New York State Court System. As a [redacted] actively involved in and committed to his community, Eddie has created and fostered many "North Country roots" of his own.

[redacted] On his own initiative, [redacted] and after two years of college, Eddie decided to seek a more hands-on approach to education and a career.

In 1992, Eddie accepted a position as a [redacted] with [redacted], a leader in sales and educational teleconferences for agricultural pharmaceutical and medical professionals. Eddie led his organization in making significant improvements both to the quality of the company's products as well as to the work environment. He advocated for and implemented better training for Technical Directors, improved the sound quality by transitioning from analog to digital conferencing; and achieved better work conditions and salaries for his team. It was a tech geek's dream job, but Eddie foresaw that the internet would make it much harder for companies like [redacted] to compete. While deciding his next career move, he took the opportunity to return to higher education, enrolling as a government major at CUNY John Jay College of Criminal Justice.

Knowing that Eddie had the personal aptitude and professional abilities to succeed in law enforcement, [redacted] Eddie to take the NYS Court Officer exam. Their faith was well-founded: Eddie's exam score ranked him in the top 1% out of over 88,000 applicants, which earned him early placement in the New York State Court Officers Academy. Eddie's first post-academy assignment was Manhattan Criminal Court. He thrived in this challenging environment that changes from monotonous to violent in a split second. There, Officer Suarez taught visiting academy classes; made countless arrests; mentored new officers; and took the extra time to help the public

navigate a bewildering criminal justice system. Officer Suarez earned numerous awards and commendations, including the Medal of Excellent Service for heroism in 2000.

[redacted] so he transferred to Manhattan Night Court. The duties and responsibilities of this position changed drastically within a few weeks when the September 11 terrorist attacks brought a year of double shifts, funerals, dust and loss. Partially in response to those dramatic events, Eddie accepted a position as Court Officer in Plattsburgh City Court. [redacted]

Since his promotion to Sergeant in 2003, he has earned Division of Criminal Justice Services teaching certifications, authored Standard Operating Procedures and Emergency Plans for numerous North Country courthouses, and worked as a supervisor in counties throughout Northern New York. Characteristically, Eddie helped found the Adirondack Chapter of the Fraternal Order of Police in 2004, which creates opportunities for police officers to socialize and volunteer in community projects. Eddie's ties and contributions to the North Country extend beyond his professional success. For example, he coaches Little League baseball; volunteers his technical expertise for local children's theater projects; and [redacted], bringing foreign, classic, and small independent films rarely shown outside of larger cities.

[redacted].

He has spent years securing NYS Drug Treatment courts, and has participated in our nation's War on Drugs, making drug arrests throughout his career. In this time, Sergeant Suarez has come to realize the efficacy of drug addiction *treatment*, as opposed to incarceration. Importantly, [redacted] convinced Eddie that a safe and legal framework was needed for the distribution of medical marijuana. When the Compassionate Care Act was passed, Eddie agreed with the movement away from smokable marijuana and has shared the Department of Health's concerns about diversion of product.

Sergeant Suarez brings a truly unique array of skills, professional background, and informed expertise to North Country Roots and to the new field of medical marijuana production and distribution. These professional and personal experiences helped shape Eddie's views on drug policy and the allotment of resources to fight drug abuse. They also make him exceptionally qualified to serve as a partner in and Vice President of North Country Roots. As a decorated peace officer of almost 17 years, Sergeant Suarez has abundantly demonstrated his profound respect for the law and his wholehearted commitment to ensuring the safety and protection of the citizens of the North Country. In North Country Roots, Eddie sees an important opportunity to make a meaningful difference in patients' lives while utilizing his unique skills and knowledge to maintain the security of his own community during the implementation of the Compassionate Care Act.

EDUARDO SUAREZ

[redacted]

QUALIFICATIONS

Veteran law enforcement manager with strong analytical and communication skills.
Solid background in facility security, criminal law, computer technology and instruction.
Decisive, adaptive, problem solver with common sense, and the ability to think outside of the box.
Personable leader with extensive experience in ensuring staff compliance for a NY State Agency.

EXPERIENCE

NYS COURT OFFICER SERGEANT / POLICE INSTRUCTOR **2003-PRESENT**
NYS COURT OFFICER **1998-2003**
New York State Office of Court Administration ***New York City/Northern New York***

- Develop and execute facility specific procedures for emergency response, crisis management, physical security, and preventative measures in NY State Courthouses.
- Highest ranking on-site supervisor in Clinton County. Responsible for daily officer assignments, time and leave for multiple courthouse staffs, and ensuring staff compliance with agency regulations, New York State law and collective bargaining agreements.
- Coordinated the seamless relocation of Plattsburgh City Court, resulting in minimal impact to operations. Participated in security design conferences and problem-solved with court administrators, contractors, municipal officials and law enforcement agencies.
- Conduct employee performance evaluations and disciplinary counsel sessions.

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

CERTIFICATIONS AND COMMENDATIONS

- New York State Division of Criminal Justice Services Police Instructor in the follow disciplines: General Topics / Defensive Tactics / Firearms / Aerosol Subject Restraint
- National Incident Management System Certifications: IS-100 / IS-200 / IS-700
- Medal of Excellent Service 2000 (Heroism) / Medal of Commendation 2000 & 2001
- Twice awarded the New York City Criminal Court Certificate of Merit

Margot J. Zeglis
[redacted]

May 14, 2015
Dr. Howard Zucker, Acting Commissioner
NYS DOH; Corning Tower
Empire Plaza
Albany, NY 12237

Dear Mr. Zucker:

I have been in health care for much of my career. My focus is in Independent and Assistive Living for seniors. I am very familiar with the aging process and, in particular, the end times.

There is much evidence to support the beneficial aspects of medicinal marijuana. I will not reiterate what has already been stated by others who have researched and reported on this topic.

I would like to say that the last few weeks of a person's life are too often a struggle. Medical practitioners don't know how to handle end of life care and the medications prescribed often drug the individual so that communication with family and friends is no longer possible. It is a terrible state and no one should have to endure such an ignominious end to a proud and vital life.

I am a proponent of the Medical Marijuana Program in New York State. It has the best possibility of offering dignity of life to those suffering terminal disease.

I have spoken with Eduardo Suarez at length about North Country Roots (NCR.) Mr. Suarez, Mr. Butdorf, and Mr. Gosrich of NCR are known as stalwart citizens of our community and I believe that their efforts to obtain status as a Registered Organization should be granted as they know this area, its needs, its assets, and most importantly have a strong business ethic.

This letter is written to support North Country Roots as they pursue Registered Organization status under New York's Medical Marijuana program.

Thank you.

Sincerely,

Margot J. Zeglis, MHSA

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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: North Country Roots, Inc.

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

2. Name: Thomas A. Gosrich | 3. Title: Vice President

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

Thomas is responsible for compliance, production and patient care.

Compliance responsibility includes all quality assurance activities related to dried plant preparation, extraction, separation, blending, final product preparation and dispensing.

Patient care includes, training of all dispensary staff to provide optimal care to the patients seeking help at North Country Roots dispensaries.

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.

Thomas is currently [redacted] at [redacted] and has been in this role since [redacted] of [redacted].

The [redacted] at [redacted] was found to have a deficiency in meeting standards for regulations under Pharmaceutical Services. Standards of care were found not met for 405.17 (a) S822, 405.17 (a) (7) S833 and 405.17 (b) (7) S861 in the care for one particular patient.

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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: [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
Saint Louis College of Pharmacy	4588 Parkview Place Saint Louis, MO 63110	08-1994	05-1989	Bachelor of Science	05-1989
Loyola University of Chicago - School of Law	1 East Pearson Street Chicago, IL	08-1989	05-1992	Juris Doctor	05-1992

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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
Registered Pharmacist	045647	New York State Education Department Office of the Professions PO 22063 Albany, NY 12201	08-27-1997	04-30-2018

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:

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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Appendix A:
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19. Affirmative Statement of Qualifications

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

I am qualified to operate the proposed facility by virtue of my experience as [redacted] at [redacted]

This set of experiences make me particularly well suited to operate a registered organization facility in New York. I will use my experience to establish robust systems and technology to prepare high quality, dosage regulated products and to ensure appropriate tracking and security of marihuana and derived products. My experience improving the quality of clinical pharmacy services will help me to lead the pharmacists and other dispensary staff to provide a high level of care to the patients we will serve. Dispensary staff will focus on patient education and using thier knowledge to help patients identify the appropriate products within the limitations identified by physicians. I will ensure that Staff will treat patients with dignity and compassion and will seek to help them find relief. My pharmacist training also helps me to understand the medical conditions authorized in the program and how medical marihuana will help patients with those conditions. I will use this training to ensure that all dispensary staff possess the appropriate training to provide the best possible care to our patients.

My work in the community has included service with the [redacted] where I have recently served as the [redacted] of the [redacted] I have am also a [redacted] in the [redacted] in [redacted] With [redacted] I have served the community by helping to organize and conduct events such as the Literacy Challenge to raise funding for the Literacy Volunteers and the Winter Carnival, a free winter celebration for families with young children focusing on living healthier lifestyles. In [redacted] I have helped to mentor young professionals and provided encouragement as they develop their public speaking and presentation skills. My community service demonstrates that I care about this community and want to continue to serve it in the best way possible with this new business.

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

Signature:	Date: 5-15-2015
Notary Name:	Notary Registration Number: 01TR6025644
Notary (Notary Must Affix Stamp or Seal) SHANE M. TRUDO Notary Public Clinton County - #01TR6025644 State of New York My Commission Expires June 1, 2015	Date: 5/15/2015

Thomas Gosrich, Vice President

Thom Gosrich is a [redacted] pharmacy school was a natural choice for him.

While pursuing his pharmacy degree at the Saint Louis College of Pharmacy, Thom became interested in the law. He foresaw that the combination of a law degree and a pharmacy degree could be a highly marketable asset in any medical setting. Thom's [redacted] in pharmacy combined with his legal training make him uniquely qualified to be a pioneer in the medical marihuana industry in New York.

While completing his law degree at Loyola University of Chicago School of Law, he continued to work in pharmacy, primarily in hospital settings. Thom found that he enjoyed the institutional setting of the hospital working as part of an interdisciplinary care team, and using his pharmacy skills to help a wide range of patients. Thom also learned more about IV medication preparation and automation technology used in the hospital setting. He observed the clinical programs being implemented and the opportunities for advanced clinical practice in the hospital and became very interested in administrative aspects of hospital pharmacy as well.

After graduating from law school in 1992, and passing the bar in Illinois, Thom chose to practice pharmacy in a hospital full time. [redacted] he accepted a position as a [redacted] at [redacted] in [redacted]. While at [redacted] he learned still more about the institutional practice of pharmacy and continued to advance his skills at the technical aspects of hospital pharmacy practice, including sterile product preparation, compounding chemotherapy, and dosing medications. While Thom found the new skills gained working in the central pharmacy at [redacted] valuable, he missed working collaboratively to care for patients with the other members of the health care team.

[redacted]

[redacted] his rewarding clinical experience shaped his practice philosophy for the remainder of his career. It also reinforced his belief that pharmacists are the medication experts on the healthcare team, a message he would like to carry forward into the medical marihuana program here in New York.

[redacted] for many reasons: the area's scenic beauty, the family-friendly community, and a small town where they could become active and contributing citizens. In [redacted] Thom accepted a position as [redacted] at [redacted] in [redacted] (Now part of [redacted].)

[redacted] is a much larger facility than the [redacted], and Thom's new position presented substantial operational challenges in the pharmacy department. When Thom first arrived, he found that the distribution processes were inefficient and the workflow did not serve the patients or nursing staff well. The computer systems were outdated.The hospital had just joined a new purchasing group and the formulary was not aligned to take advantage of the contract prices available. Thom made was able to lead the department through the implementation of a new information system, reorganized the technical staff and established and filled a new position for a clinical manager to begin the development of clinical programs.

[redacted]

[redacted].

[redacted]

[redacted]

[redacted] Together Mike and Thom were awarded a medication safety grant through New York State and demonstrated the effectiveness of a pharmacist-led medication reconciliation program. [redacted]

Thom has been an effective and inventive leader at [redacted]. His ability to problem-solve with hospital employees and administrators, and to lead his organization in making important improvements and advancements in medical management and patient care, is evidenced in numerous ways. For example, at the very earliest stages of the demonstration project for the Adirondack Medical Home, Thom pressed for inclusion of a pharmacist, who in turn implemented a Medication Therapy Management Program for the patients of the Medical Home, confirming the value of these clinical services. Thom also worked actively to convincingly demonstrate the benefits of a new infectious disease program at [redacted], and led the hospital in developing this program. He also successfully hired the first ID pharmacist at [redacted]. Under his direction and with encouragement, the [redacted] pharmacy staff embraced a decentralized model of pharmacy practice, moving more than half of the pharmacists on the day shift out of the pharmacy and onto the patient care units. This afforded the the opportunity to implement a discharge patient counseling program. In the first quarter of 2015 alone, more than 50% of patients discharged during the day shift received one-on-one discharge counseling from a pharmacist prior to leaving the facility. This clinical activity gave [redacted] the ability to develop a Pharmacy Residency program. The program has recruited its second resident and expects accreditation in 2015.

In addition to his professional success, Thom contributes his time and energy to the betterment of his [redacted] community. He devotes many hours to volunteering with service organizations in the Plattsburgh area. Thom has been very active in the [redacted], and participated in several events such as The Literacy Challenge and the Winter Carnival. Thom has served on the board of directors and he has also served as [redacted] of the [redacted]. He currently serves as the program coordinator.Thom is also a [redacted] of the [redacted]. Thom has also served as treasurer of his church and [redacted] of his [redacted]

Thom is an experienced medical professional who brings a strong belief in the ability of pharmacists to help patients get the most from their medication therapy to to the field of medical marijuana. Thom also understands the importance of regulatory compliance and he has the experience to help North Country Roots succeed. He is also a gregarious and active [redacted] community member, and the [redacted] and a [redacted]. Thom has cultivated a wide range of friendships and connections in his local community. He's very much connected to his region and invested in the success and growth of the North Country of New York.

THOMAS A. GOSRICH

[redacted]

EDUCATION

1992 **JURIS DOCTOR**
Loyola University of Chicago School of Law, Chicago, Illinois

1989 **BACHELOR OF SCIENCE IN PHARMACY**
St. Louis College of Pharmacy, St. Louis, Missouri

EXPERIENCE

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

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: North Country Roots, Inc.

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

2. Name: Jacob B. Perkinson | 3. Title: Consultant/Director

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

I serve as the North Country Roots, Inc. board member designated by Ceres Project Management, LLC which is a board member, [redacted] of the founders stock of the company, and a consultant retained to advise North Country Roots, Inc. on all aspects of creating and managing a vertically integrated medical cannabis dispensary.

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.

I am the [redacted] and [redacted] of [redacted] a non-profit Vermont state-licensed medical cannabis dispensary. I also assist the executive management team in business development and other management issues. In addition, I have provided start-up funding in the form of loans to [redacted] No person holds any equity interest in this organization.

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Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax: [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Vermont Law School	164 Chelsea Street South Royalton, Vermont 05068	8/92	5/95	Juris Doctorate	May 20, 1995
Earlham College	801 National Road West Richmond, IN 47374	9/88	6/95	Bachelor or Arts	June 14, 1992

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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
Law License	3257	Vermont Attorney Licensing Office 2418 Airport Road, Suite 2 Barre, Vermont 05641	7/1/13	6/30/15
Law License	8169	Board of Overseers of the Bar P.O. Box 527 Augusta, Maine 04332-0527	9/1/14	8/321/15

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

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

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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:		

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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: May 1, 2014	Name and Address of Business: Greater Burlington Girls Soccer League, PMB127 150 Doset Street, Ste 245, South Burlington, Vermont 05403	
To: Present		
Business Type: Non-profit athletic league	Office Held/Nature of Interest: Board Member	☑ **open** ☐ **closed** ☐ **proposed**

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

N/A

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

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

From: July, 2011 To: March 16, 2013	Name and Address of Business: Vermont Democratic Party 73 Main Street, Suite 400, Montpelier, VT 05602	
Business Type: Political Party	Office Held/Nature of Interest: State Chair	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: James C. Condos, Secretary of State, 128 State Street, Montpelier, VT 05633 (802) 828-2363		

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

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

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

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

19. Affirmative Statement of Qualifications

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

[redacted] Moreover, in addition to twenty years of legal practice, twelve years of real estate management, fifteen years of volunteer political consulting, and many years of active involvement in the management and development of various other successful businesses I have been dedicated to contributing volunteer time and resources to the community including the following:

volunteer trail adopter for the Green Mountain Club of Vermont for over fifteen years;
Burlington, Vermont Fire Commissioner for over ten years (currently serving as Chair);
youth sports coach in both soccer and little league baseball and currently serve on the board of the Greater Burlington Girls Soccer League;
past Third Vice President of the Burlington, Vermont Lions Club;
almost two decades as a volunteer attorney for the Vermont Volunteer Lawyers Project;
volunteer for the Chittenden County Small Claims Court Real Estate Law Project representing disadvantaged persons in rental disputes;
Chair of the Chittenden County State's Attorney's Citizen's Taskforce; and
over the past ten years I have continuously served as the president or chair of non-profit groups dedicated to improving the environment and health of human beings.

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

Signature:	Date: 5/19/15
Notary Name: L. Randolph Amis	Notary Registration Number: N/A
Notary (Notary Must Affix Stamp or Seal)	Date: 5/19/2015

My Commission Expires 2/10/2019

Jacob B. Perkinson, Esq., Board Member

Jacob B. Perkinson, Esq. resides in [redacted] He has extensive experience in the areas of law, business development and management, real estate, finance, politics and non-profit operations. Mr. Perkinson attended Earlham College in Richmond, Indiana where he founded the Student Philosophy Initiative and graduated with a double major in Philosophy and Economics in three and one half years with College Honors and Departmental Honors in Economics. In 1992, Mr. Perkinson matriculated to Vermont Law School where he founded the Native American Law Society, was selected as an Honors Intern at the U.S. Securities & Exchange Commission in Washington, D.C., and served as a Note Editor on the Vermont Law Review. Upon graduation, [redacted] Mr. Perkinson is a member in good standing of the state bars of Vermont and Maine as well as the U.S. Supreme Court and numerous other federal jurisdictions. Through the course of this legal career Mr. Perkinson litigated cases throughout the United States involving trials and settlements resulting in hundreds of millions of dollars in recoveries. Currently, Mr. Perkinson's law practice focuses on state regulation of legalized cannabis activities.

While actively practicing law, beginning in the early 2000's Mr. Perkinson grew a small real estate business in Burlington starting with one building to a current portfolio including approximately 100 units. [redacted]

In addition to his legal work and business endeavors Jake has been actively involved in the political process in the state of Vermont, serving as a campaign advisor, legal counsel and surrogate for political candidates for U.S. President, governor, and other state, county and local offices. In addition, Mr. Perkinson serves as Supervisor of Buels Gore, a position encompassing universal responsibility for all government operations within this unincorporated area of Vermont.

Among his volunteer activities, Mr. Perkinson has served as the Chair of the Vermont Democratic Party, Chair of the Chittenden County Democratic Committee, Chair of the Burlington Democratic Committee, Chair and [redacted] Chair of the Chittenden County State's Attorney's Community Tas[redacted] volunteer for the Vermont Volunteer Lawyers Project, member of the Burlington Community Restorative Justice Panel, over a decade of service on the Burlington Fire Commission (currently serving as chair) and as a [redacted] for the [redacted] for over fifteen years. Mr. Perkinson is also active in youth sports as a Board Member for the Greater Burlington Girls Soccer League and a coach for little league baseball and recreational soccer teams in Burlington.

JACOB B. PERKINSON, ESQ. [redacted]

EDUCATION

Vermont Law School, J.D., *Magna Cum Laude*, 1995, Law Review Note Editor, Founder of Native American Law Society
Earlham College, B.A., College Honors, double major in Economics and Philosophy, 1992, Co-Founder of Student Philosophy Initiative

PROFESSIONAL EXPERIENCE

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

NON-PROFIT AND VOLUNTEER WORK

Burlington Fire Commission – Chair, Lake Champlain International - Past Board President, Green Mountain Club - Trail Adopter, Youth Soccer – Coach, Youth Baseball – Coach, Lions Club - Past Vice President of Burlington Chapter, Vermont [redacted] Former Chair, Vermont Democratic State Party, Board Member, Greater Burlington Girls Soccer League

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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: North Country Roots, Inc.

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

2. Name: Ceres Project Management, LLC | 3. Title: Director

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

Ceres Project Management, LLC has been retained as a consultant to advise North Country Roots, Inc. on all aspects of creating and managing a vertically integrated medical cannabis dispensary. In connection with this consultancy, Ceres has been allocated a [redacted] percent interest in the founders stock of the company and a seat on the board of directors of the corporation.

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: [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
N/A					

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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
N/A				

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

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

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

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Type of Business:		
Street Address:		
City:	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: March 2, 2015 To: Present	Name and Address of Business: North Country Roots, Inc. 64 Trafalgar Dr., Plattsburgh, NY 12901	
Business Type: Dispensary Applicant	Office Held/Nature of Interest: Director [redacted] ownership	☑ **open** ☐ **closed** ☐ **proposed**
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

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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.

Please see the individual Affidavits of Shayne Lynn, Bridget Conry, Olaf Willoughby and Jacob Perkinson, members of Ceres Project Management, LLC.

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

Signature:	Date: 5/19/15
Notary Name: L. Randolph Amis	Notary Registration Number: N/A
Notary (Notary Must Affix Stamp or Seal)	Date: 5/19/2015

Commission expires 2/10/2019

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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: North Country Roots, Inc.

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

2. Name: Shayne Lynn | 3. Title: Consultant

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

[redacted] the non-profit [redacted] in [redacted]. I designed, sourced and managed the construction of [redacted] cultivation facility. I now serve as both [redacted] and [redacted] for [redacted]. I will be consulting on all operationals aspects from cultivation through dispensing.

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

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

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

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

[redacted] and am currently [redacted] of the state licensed medical marijuana non-profit [redacted] in [redacted] and [redacted] which is a dba of [redacted]

[redacted] I was a [redacted] and [redacted] member of the state licensed medical marijuana non-profit [redacted] in [redacted]

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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
University of Vermont	Burlington, VT 05405	1989	1993	B.A. of Political Science	6/1993

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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
Dispensary Operator's License	RD3083203	Dept. of Public Safety 103 South Main Street Waterbury VT 05671	6/12/2013	6/12/2015
		(802) 241-5222 Lindsey.Wells@state.vt.us Annual Renewal		

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

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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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Type of Business:		
Street Address:		
City:	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: 01/02/2014	Name and Address of Business: Ceres Project Management, LLC PO Box 364 131 Church St Burlington, VT 05402	
To: Present		
Business Type: Consulting Firm	Office Held/Nature of Interest: Member	◉ open ○ closed ○ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

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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: 05-20-2015
Notary Name: Melissa Payne-Vilmont	Notary Registration Number: N/A
Notary (Notary Must Affix Stamp or Seal)	Date: 05/20/2015

MELISSA PAYNE-VILMONT NOTARY PUBLIC VERMONT

NOTARY PUBLIC
MY COMMISSION EXPIRES
02/10/2019

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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: North Country Roots, Inc.

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

2. Name: Bridget Conry | 3. Title: Consultant

4. Briefly describe the role of this person or entity in the proposed registered organization:
Consultant on all aspects of brand development and dispensary operations.

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

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

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

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

[redacted] (State Licensed Medical Marijuana Dispensary): [redacted]

[redacted] (State Licensed Medical Marijuana Dispensary, a dba of [redacted]): [redacted] with focus on dispensary operations, customer service and community outreach.

[redacted] (State Licensed Medical marijuana Dispensary) [redacted] with focus on infused products and dispensary operations.

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Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Williams College	880 Main Street Williamstown, MA 01267	1991	1993	BA	1993
University Of Vermont	Burlington, VT 05405	1989	1991		

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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

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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

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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Application for Registration as a Registered Organization

Appendix A:
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19. Affirmative Statement of Qualifications

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

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

Signature: [signature]	Date: 5/20/15
Notary Name: Melissa Payne-Vilmont	Notary Registration Number: N/A
Notary (Notary Must Affix Stamp or Seal) [signature]	Date: 05/20/2015

MELISSA PAYNE-VILMONT NOTARY PUBLIC VERMONT

NOTARY PUBLIC
MY COMMISSION EXPIRES
02/10/2019

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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: North Country Roots, Inc.

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

2. Name: Olaf Willoughby | 3. Title: Director

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

[redacted] for [redacted]

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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Application for Registration as a Registered Organization

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

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

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

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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:

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Application for Registration as a Registered Organization

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

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

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Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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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.

17. MAY 2015

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: 17 - MAY - 2015.
Notary Name: CHARLES DROSTAN GUTHRIE	Notary Registration Number: SRA no. 309213
Notary (Notary Must Affix Stamp or Seal)	Date:

Charles Guthrie LLB, TEP
NOTARY PUBLIC
Golden Cross House
8 Duncannon Street
London WC2N 4JF
Mob 07850 123 141
Tel 0203 174 2458
info@NotaryPublic.London
WWW.NOTARYPUBLIC.LONDON

NOTARY PUBLIC ENGLAND & WALES CHARLES DROSTAN GUTHRIE

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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: North Country Roots

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

2. Name: Casey Brown | 3. Title: Board Member

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

Casey Brown's role on the board of directors for North Country Roots is an outside board member. In this role, she will bring outside experience and perspective, serving to provide a valuable objective view of the company's health and operations. As an outside board member, she will not be involved in the day-to-day running of the business but instead monitor the executive activity and contribute to the development of strategy and serve as a custodian of the governance process.

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

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

8. Phone: [redacted]	9. Fax: [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
Case Western Reserve University	10900 Euclid Ave, Cleveland, OH 44106	2001	2003	Masters in Business Administration	May, 2003
Case Western Reserve University	10900 Euclid Ave, Cleveland, OH 44106	1994	2001	Bachelor of Arts in Spanish	May, 2001
Case Western Reserve University	10900 Euclid Ave, Cleveland, OH 44106	1994	1999	Bachelor of Science in Chemical Engineering	May, 1999

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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:		

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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Application for Registration as a Registered Organization

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

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

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

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Appendix A:
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19. Affirmative Statement of Qualifications

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

[redacted]

- Casey also has nearly twenty years of functional and leadership experience in large multinational corporations [redacted] and others. She brings with her over 500 hours of world-class training [redacted] n areas such as leadership, Six Sigma, finance, technology, organizational behavior, etc. With her engineering degree, Six Sigma certification, and her significant work experience in R&D, manufacturing, and Six Sigma, Casey brings deep technical expertise with process and project management.
- Casey specialized in Organizational Behavior in her MBA program. She went on to serve as ar[redacted] [redacted] at [redacted] deeply convinced of the critical role human interaction and motivation plays in the effectiveness of organizations.
- Casey volunteers over 600 hours annually in the US and around the world, focused primarily on helping to meet children's basic needs for food, water, medical care, and education. Her company, [redacted] also donates a percentage of net profits to Drop in the Bucket, a non-profit organization that builds wells & sanitation systems at schools in Africa. Her community service commitment stretches back decades. [redacted]
- Casey has been honored in 2015 as one of Columbus, Ohio's 40 Under 40 up-and-coming professionals and community leaders for her professional, personal, and philanthropic accomplishments.

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: April 29, 2015
Notary Name: Anna Reyes	Notary Registration Number: 2011-RE-36873
Notary (Notary Must Affix Stamp or Seal) NOTARY PUBLIC STATE OF OHIO **ANNA REYES** Notary Public, State of Ohio My Commission Expires February 09, 2016	Date: 5/8/15

Casey Brown, Board Member

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

Casey is a certified Six Sigma Black Belt. She is fluent in written and spoken Spanish.

Casey's functional experience in executing business & pricing strategy are underpinned by a strong academic foundation. She holds undergraduate degrees in Chemical Engineering and Spanish and an MBA from Case Western Reserve University.

Casey volunteers over 600 hours annually in the US and around the world, focused primarily on helping to meet children's basic needs for food, water, medical care, and education. [redacted] also donates a percentage of net profits to Drop in the Bucket, a non-profit organization that builds wells & sanitation systems at schools in Africa.

Casey lives in [redacted]

Casey A. Brown

[redacted]

Summary

- Proven leadership formulating business strategies to create sustainable competitive advantage.
- Career-long focus on successful change management through training, mentoring, and coaching.
- Superb project management skills to establish priorities, develop solutions, and execute projects.
- Certified Six Sigma Black Belt with exceptional analytical skills and process orientation.
- Near-native fluency in written and spoken Spanish.

Professional Experience

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

Education

Case Western Reserve University, Cleveland, OH	*GPA*	*Graduation*
Master of Business Administration (Specialties: Org. Behavior and Intl. Mgmt.)	4.0	2003
Bachelor of Arts in Spanish	3.8	2001
Bachelor of Science in Chemical Engineering (Specialty: Polymer Engineering)	3.8	1999
Universidad de Sevilla, Sevilla, Spain		
Study of Spanish language, art, and literature (15 credit hours complete)		1998

Community Service and Recognition

- Over 600 Hours Annual Community Service:

Kayak Photographer	**First Descents (www.firstdescents.org)** Life-changing outdoor adventures for cancer survivors	2015 – Present
Spanish Translator	**Free to Smile (www.freetosmile.org)** Cleft lip and palate repair surgery around the world	2014 – Present
Volunteer Regional Rep	**Drop in the Bucket (www.dropinthebucket.org)** Building wells and sanitation systems at schools in Africa	2012 – Present
Big Sister	**Big Brothers Big Sisters (www.bbbs.org)** Meaningful, constructive matches between Bigs and Littles	2006 – Present
Event Founder & Leader	**Carnival for Leonard Kirtz School** Education for children with developmental disabilities	2004 – Present

- US Patent 6,288,491 and Design Journal Award for Design Excellence for Staybright® Lamp
- GE Inventor's Award, GE Contribution Award, and GE Leadership Corporate Recognition Award

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1. Business Name: North Country Roots, Inc.

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

2. Name: Richard Frost | 3. Title: Director

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

In my role as a director, I will not be actively involved in the daily operations of North Country Roots, Inc.

I will give advice on general medical issues as raised by board members and staff.

In addition, I will take responsibility for initiating research on the medications' use, making contacts and collaborating as needed with investigators at university and/or hospital research centers.

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
Wesleyan University	Middletown, Connecticut	1965	1969	B.A.	1969
Duke University School of Medicine	Durham, North Carolina	1969	1973	M.D.	1973

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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
Medicine	NY-129899	New York State Education Dept *Div of Professional Licensing Service* 89 Washington Avenue, Albany NY		8/31/16
DEA	AF7544047	United State Dept of Justice Drug Enforcement Administration Washington, DC 20537		9/30/15

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

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

Name of Employer:

Type of Business:

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

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:		

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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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.

I do not intend, nor have I been asked, to take an active role in the operation of the proposed facility.

I have been asked to provide general medical information, and to help facilitate research carried out by the organization.

I have practiced medicine for over thirty years. In addition, I have served in [redacted]

My profession and outside community and volunteer activities give me the proper experience and moral character to be involved in a Registered Organization.

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

Signature: [signature]	Date: 5/21/15
Notary Name: Donna M. DePasquale 5/21/15	Notary Registration Number: # 01DE6257981
Notary (Notary Must Affix Stamp or Seal)	Date: 5-19-2016

Donna M. DePasquale
Notary Public, State of New York
No. 01DE6257981
Qualified in Clinton County
Commission Expires: March 19, 2016

Dr. Richard Frost, Board Member

Dr. Richard Frost grew up in [redacted]. He graduated from Wesleyan University and Duke University College of Medicine. After completing a residency in internal medicine at the University of Kentucky and spending two years in the National Health Service Corps, he returned north to practice primary care internal medicine in [redacted].

During a career of over thirty years in [redacted], most of his time went to direct patient care. [redacted]

He is board certified in internal medicine, and is a Fellow of the American College of Physicians.

Along with his medicine, he has carved out a second career as a travel and history writer. He has five books to his credit, and countless newspaper columns. He still [redacted].

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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: North Country Roots, Inc.

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

2. Name: GARY L. HANLEY, CPA | 3. Title: BOARD MEMBER

4. Briefly describe the role of this person or entity in the proposed registered organization:
IN MY ROLE AS A BOARD MEMBER, I EXPECT TO ADVISE AS MAY BE REQUESTED ABOUT STRATEGIC PLANNING OF THE BUSINESS.

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

[redacted]

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Application for Registration as a Registered Organization

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
STEVENS INST PHARMA	HOBOKEN N.J.	2005	2006	PHARM COURSE NO DEGREE	
NEW ENGLAND COLLEGE	424 BEACON ST BOSTON MASS	1974	1978	B.S. & O.D.	3/1978
ERIE TECH	WILLIAMSVILLE N.Y.	1972	1974	AAS, A.S.	5/74

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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
OPTOMETRY	TUV3649	NYSED DEPT OF OPTOMETRY - 518 - 474.3817		2016
		OFFICE OF PROFESSIONAL REGISTRATION STATE OFFICE BUILDING 2ND FLOOR ALBANY NY. 12234		

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

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Application for Registration as a Registered Organization

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

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

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

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Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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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.

I AM A [redacted] OF 2 COMPANIES WITH MANAGEMENT SKILLS IN STRATEGIC DECISION MAKING. I HAVE SERVED THE FRANKLIN COUNTY COMMUNITY AS A HEATH CARE PROVIDER FOR THIRTY YEARS AND ASSISTED A NUMBER OF COMMUNITY ORGANIZATIONS IN CHILD CARE, HEALTH CARE AND SENIOR SOCIAL CARE OVER THE YEARS.

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 21/2015
Notary Name: Shelley A. McCleary	Notary Registration Number: 01CU5075391
Notary (Notary Must Affix Stamp or Seal)	Date: March 31, 2019

SHELLEY A. MCCLEARY
Notary Public, State of New York
No. 01CU5075391
Qualified in Clinton County
Commission Expires March 31, 2019

SHELLEY A. MCCLEARY
Notary Public, State of New York
No. 01CU5075391
Qualified in Clinton County
Commission Expires March 31, 2019

SHELLEY A. MCCLEARY
Notary Public, State of New York
No. 01CL6072691
Qualified in Clinton County
Commission Expires March 31, _____

SHELLEY A. MCCLEARY
Notary Public, State of New York
No. 01CL6072691
Qualified in Clinton County
Commission Expires March 31, _____

Gary L Hanley, OD

Bio statement:

I [redacted]

I briefly attended Albany College of Pharmacy after graduation but then entered the military during the Viet Nam war. I volunteered for a four year tour in the Army and was selected to attend the Defense Language Institute in Monterey, California. I spent two years in Southeast Asia in Thailand on the Cambodian and Laotian border. My final year of service I was assigned to Defense Language Institute East Coast as a technical adviser to the future Military Attaché to Cambodia.

After service, I attended Erie Technical Institute in Williamstown NY. I was fortunate enough to get dual training in Ophthalmic Optic and a Science degree. I was selected to attend Optometry school without a four year degree but like many veterans of the day, many hours of college credit. I attended the New England College of Optometry and received both my BS and OD degree on graduation.

[redacted]

In 2002 I developed a patent for a non-gravity ophthalmic dropper tip and presented it to the industry with little success. The episode gave me the opportunity to become involved in Blow Fill Seal, a unique robotic form of aseptic filling for sterile solutions. [redacted]

[redacted]

Gary L Hanley, OD.

[redacted]

Tel. [redacted]

Email: [redacted]

Resume:

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

Education:

[redacted]

Erie Technical Institute, Williamsville, New York graduated 1974

New England College of Optometry, Boston, Mass. BS and OD degree 1978

Stevens Institute, Hoboken, New Jersey, Pharmaceutical Manufacturing program 2005

Military:

US Army Defense Language Institute West Coast 1968

Overseas Duty Army Security Agency 1968-1972

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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: North Country Roots, Inc.

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

2. Name: Robert Charles King

3. Title: Director of Grow Operations

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

Manage and direct all operations concerned with the cultivation and harvesting of the marijuana plants.

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

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

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

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

[redacted]

-business in good standing - no longer own medical marijuana business

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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
Unity College	Quaker Hill Unity, ME 04988	1/98	5/02	B.S. outdoor Recreation Admin.	5/02
Eastern Connecticut State University	83 Windham St Willimantic, CT	1/97	12/97	none	
Aurora - Grad University	347 Bladstone Ave Aurora, IL	11/02	5/03	none	
St. Michael's College-grad	One Winooski Park Colchester, VT	9/03	12/04	none	

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Solicitors License	?	VT Dept of Liquor Control	1/08	4/11
Registered Maine caregiver	CG1001007	State of Maine	1/12	12/14

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

NEW YORK STATE | Department of Health

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Application for Registration as
a Registered Organization

Appendix A:
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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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Application for Registration as a Registered Organization

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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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.

N/A

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

Signature:	Date: 5/23/15
Notary Name: Melissa Payne-Vilmont	Notary Registration Number: N/A
Notary (Notary Must Affix Stamp or Seal)	Date: 5/23/15

MELISSA PAYNE-VILMONT NOTARY PUBLIC VERMONT

NOTARY PUBLIC
MY COMMISSION EXPIRES
02/10/2019

DOH-5145 (04/15)

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[redacted]

EDUCATION

Graduate Course Work; 12 Credits – Education – Saint Michael's College, Colchester, VT

Graduate Course Work; 12 Credits - OR/Education Administration – Aurora University, Aurora, IL

B.S. Outdoor Recreation Administration/Environmental Education – Unity College, Unity, ME

WORK EXPERIENCE

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

REFERENCES

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

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

1. Business Name: North Country Roots, Inc.

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

2. Name: Meribeth Felt | 3. Title: Quality Manager

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

Responsible for management of quality assurance systems within the organization to ensure final product quality. Management responsibilities include but are not limited to handling product complaints and adverse events, reviewing incident and laboratory investigation reports, oversight of laboratory equipment and testing, ensuring products meet all standards and specifications, etc.

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.

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
State University at Plattsburgh	Plattsburgh, NY	1990	1994	B.S. Biology	Dec. 1994

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

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

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

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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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:		
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Starting Date of Employment:	Ending Date of Employment:	
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Medical Marijuana Program
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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:		

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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: Elizabeth Ault	Date: 5/20/15
Notary Name: Joseph Congelosi	Notary Registration Number: 01C06297882
Notary (Notary Must Affix Stamp or Seal) JOSEPH CONGELOSI JOSEPH STEVEN CONGELOSI Notary Public, State of New York No. 01CO6297882 Qualified in Clinton County Commission Expires March 3, 20 18	Date: 05/20/2015

DOH-5145 (04/15)

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

Meribeth Felt

[redacted] Phone: [redacted]

[redacted]

[redacted]

Summary of Qualifications

20 years experience in the Pharmaceutical industry encompassing laboratory, quality systems, and quality operations. Hired, trained, and managed personnel. Effective leader, decision maker and problem solver with an understanding of customer needs and business priorities. Proven multitasker who consistently adheres to FDA requirements and Current Good Manufacturing Practices (cGMPs)

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

Education

State University of New York at Plattsburgh, Plattsburgh, NY
Bachelor of Science, Biology, December 1994

Selected Achievments / Training

- Lean/Six Sigma - White Belt Certification
- Dale Carnegie Leadership Training Program
- Wyeth "Civil Treatment for Managers" Training
- Wyeth "Global Best Practice" award for contribution to implementing scheduling and resource-planning system in the Raw Materials Lab
- Wyeth " GMP for Supervisors"
- Wyeth(through Clarkson University) Supply Chain Management Program

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 118-126 , all paragraphs, entire page for pages 118 to 126 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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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: North Country Roots, Inc.

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

2. Name: Lucas Todd Christenson | 3. Title: Assistant Grower

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

Lucas Christenson will be involved in the proposed registered organization as an assitant grower. Lucas will use his experience as a grower of Certified Naturally Grown (C.N.G.) vegetables and knowledge of Good Agricultural Practices (G.A.P.) to assist in the planning and implementation stages of growing marajuana for North Country Roots, Inc.

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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Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Carroll College	1601 N. Benton Ave, Helena, MT 59625	2002	2008	B.A. Writing	May 2008

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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

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Medical Marijuana Program
Application for Registration as
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Affidavit for Board Members, Officers, Managers, Owners, Partners, Principal Stakeholders, Directors, and Members

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

Name of Employer:

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Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/21/15
Notary Name: Shelley Davis	Notary Registration Number: 01DA4729117
Notary (Notary Must Affix Stamp or Seal) SHELLEY DAVIS NOTARY PUBLIC, State of New York Qualified in the County of Essex Reg. No. 01DA4729117 Commission Expires 01-31-2019	Date: May 21, 2015

Lucas Christenson is from [redacted] He got in start in agriculture working for a nursery farm near his home and doing freelance landscaping. Although attracted to agriculture, he pursued various interests during his time at university including studies in engineering, mathematics, software development, political science, and business. Unsatisfied with the pragmatics of these fields, he settled on language. He majored in English, technical and creative, and minored in Spanish. [redacted]

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: North Country Roots, Inc.

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

2. Name: Roy Brinker | 3. Title: Assistant Grower

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

- responsible for daily required grow operations
- influential in design and planning of systems, strain selection and grow process.

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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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
[redacted]					
Laguna College of Art	2222 Laguna Canyon Rd. Laguna Beach, CA 92651	1983	1986	none	

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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

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

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

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

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

From: 2008 To: Present	Name and Address of Business: Lake Champlain Waves Swim Team, Inc. PO Box 2452 Plattsburgh, NY 12901	
Business Type: Non Profit Swim Club	Office Held/Nature of Interest: Board member	☒ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: USA Swimming 1 Olympic Plaza, Colorado Springs, CO 80909 719-866-4578		
From: 2007 To: Present	Name and Address of Business: Adirondack Cycling Team, Inc. 31 Durkee St. Plattsburgh, NY 12901	
Business Type: Non Profit Bicycle Club	Office Held/Nature of Interest: Board member	☒ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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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.

Home gardener with a strong interest in sustainable, healthy food for family, friends and community.
My business as a carpenter, painter and home improvment expert has given me skills that I will apply to the build up and running of the grow facilitys. My community services with Waves and ACT display my moral character and committment to professionlism on the job.

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

Signature:	Date: 5/21/15
Notary Name: Katelyn Parrow	Notary Registration Number: 01PA6255782
Notary (Notary Must Affix Stamp or Seal) Katelyn A. Parrow Notary Public, State of New York No. 01PA6255782 Qualified in Clinton County My Commission Expires February 13, 2016	Date: May 21, 2015

Roy B Brinker

[redacted]

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

Laguna Beach School of Art — 1983-1986
2222 Laguna Canyon Road Laguna Beach, CA 92651
Major: Drawing and Painting
Minor: Sculpture

Lake Champlain Waves – swim team
Volunteer board member — 2008-present

[redacted] — [redacted]

Creative Aging drawing class
The Paine Free Memorial Library — 2013

Adirondack Cycling Team
Jersey design — 2006,2008, and 2011

Logo design
Christy Lampman logo — 2008
ACT - Way North Century Poster — 2007

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

1. Business Name: North Country Roots, Inc.

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

2. Name: Patrick W. Rascoe | 3. Title: Security Director

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

As the Director of Security, Mr Rascoe will be responsible for the overall safety and security of all NCR production and dispensing facilities to prevent unauthorized access and product diversion. He will plan and execute safe and effective product transportation operations. He will maintain strict compliance to established policies, procedures and state regulations by all employees. He will directly supervise a security team to carry out these objectives.

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
State University of New York at Cobleskill Ag & Tech	State Route 7, Cobleskill, NY 12043	9/1989	1/1994	Bachelor of Technology, Plant Sciences	1/1994
Clinton Community College	136 Clinton Point Road, Plattsburgh, NY 12901	9/1988	5/1989	Associate of Science, Math & Science	5/1989
State University of New York at Cobleskill Ag & Tech	State Route 7, Cobleskill, NY 12043	9/1986	5/1988	(None.) Change of major, transferred.	

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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
Notary Public	01RA5029163	NYS Dept. of State, PO Box, 22001, Albany, NY 12201-2001	6/13/2014	6/13/2018
Drivers License	[redacted]	NYS DMV, 37 Margaret Street, Plattsburgh, NY 12901	4/30/2010	4/30/2018

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

Name of Employer: City of Plattsburgh Police Department

Type of Business: Law Enforcement

Street Address: 45 Pine Street

City: Plattsburgh | State: NY | Zip Code: 12901

Starting Date of Employment: 2/18/1993 | Ending Date of Employment: 10/15/2014

[redacted]

Position/Responsibilities:

Detective Lieutenant: Managed the operation and effectiveness of the Major Crimes, Crime Scene, Narcotics and Juvenile Divisions within the Plattsburgh Police Department. Formed and led the department's 14 member tactical team. Administered audits of evidence and property rooms. Identified crime trends, developed enforcement strategies and implemented enforcement plans. Maintained policy compliance by personnel.

[redacted]

Name of Employer:

Type of Business:

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Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
Starting Date of Employment:	Ending Date of Employment:	
Name of Supervisor for Reference:	Supervisor Phone Number:	
Position/Responsibilities:		
Reason For Departure:		
Name of Employer:		
Type of Business:		
Street Address:		
City:	State:	Zip Code:
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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 ☐ No

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

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

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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.

My managerial qualifications to operate the proposed facility are many. [redacted] I went on to college at SUNY Cobleskill where I entered the baccalaureate horticulture program studying Plant Science. As part of the Greenhouse Management and Nursery course, I managed the college's commercial greenhouses for several weekends throughout the school year. I interned at Grand Isle Nursery in South Hero, Vermont where under UVM Professor Dennis Bruckel, I quickly mastered nursery-scale propagation techniques, transplanting and container growing. I led employees in the construction of 2 greenhouses and the design and installation of a drip irrigation system for 5000 Chrysanthemums.

I graduated and I took a police officer exam. I scored high, was hired, and entered the police academy. After two years as a Patrolman, I became a Police Instructor. In five years I was promoted to Detective and also taught the defensive tactics program in the police academy. As a Detective I was assigned to the Major Crimes Unit, the Crime Scene Investigation/Evidence Division, and lastly the Narcotics Unit. In the Narcotics Unit, I was part of a multi-agency task force and acted as the team leader, securing search warrants and completing operations briefing and staffing. I was promoted to Lieutenant at 10 years and led the Detective Division and commanded and trained the department's first tactical team. I instituted technologies and formulated training and procedures to mitigate risks and promote officer safety, efficiency and public trust.

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: Heather L Silver	Notary Registration Number: 01SI6006 7047
Notary (Notary Must Affix Stamp or Seal)	Date: 5/18/15

HEATHER L SILVER
Notary Public State of New York
No. 01SI6006 7047
Qualified in Clinton County
Commission Expires 12/03/20 17

PATRICK W. RASCOE
[redacted]

Objective To leverage my training and knowledge as a horticulturalist with expertise in all areas of law enforcement to contribute to the successes of the North Country Roots secure indoor medical marihuana growing venture.

Areas of Expertise

- Personnel Management
- Criminal Investigation
- Process Efficiency/Operating Procedures
- Technology
- Site Security/Access Management
- Problem Solving
- Police Tactics
- Greenhouse Management
- Plant Propagation
- Growing Media and Irrigation
- Transplanting
- Container Production
- Greenhouse Construction
- Single Phase AC Equipment Installation

Professional Experience

City of Plattsburgh Police Department, *(1993-2014)*

DETECTIVE LIEUTENANT, (*2006-2014)*

- Managed the operation and effectiveness of the Major Crimes, Crime Scene, Narcotics and Youth Divisions.
- Studied crime patterns, developed enforcement strategies and implemented enforcement plans through my investigative team.
- Examined operations, evaluated best practices, formulated policy, provided training and implemented change.
- Evaluated, procured and implemented new technologies to improve officer safety, increase productivity and reduce crime.
- Administered audits of evidence and property rooms.
- Fostered relationships and frequently collaborated with regional law enforcement agencies.
- Prepared statistical and budgetary reports in Microsoft Office PowerPoint, Word and Excel to command staff and City leaders.
- Conducted internal investigations.

ADMINISTRATIVE LIEUTENANT, *(2004-2006)*

- Evaluated equipment and technologies, requested proposals from vendors, negotiated prices and issued purchase orders for acquisitions.
- Implemented mobile computing technology in patrol cars.
- Completed a space-needs assessment for the Plattsburgh Police Station, provided solutions, requested construction proposals and managed the contractors completing the work.
- Conceptualized, secured funding for and managed the installation of a fiber optic network and IP based telephone system installation between City of Plattsburgh Departments.

DETECTIVE, *(1998-2004)*

- Assigned to Major Crimes, Crime Scene and Narcotics units.
- Extensive experience in interview and interrogation.
- Clandestine Laboratory Safety training in Quantico, VA

Professional Experience (continued)

PATROLMAN, *(1993-1998)*

- Certified Police Instructor New York.
- Police Firearms Instructor.

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

Education

Bachelor of Technology Degree, Plant Science, 1994

State University of New York, Cobleskill

Associate in Science Degree, Math and Science, 1989

Clinton Community College, Plattsburgh, NY

Interests

[redacted]

References and Supporting Documentation Furnished Upon Request.

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: North Country Roots, Inc.

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

2. Name: Andrew Lomanto | 3. Title:

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

Passive shareholder/lender.

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

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax: [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
St Johns University	Queens, NY	9/1999	5/2001	BS FInance, Minor Economics	5/2001

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
General Securities License Series 7	CRD #4453764	Financial Industry National Regulating Authority	10/2001	None
General Securities License Series 66	See Above	Same as Above	10/2001	None
New York State Life and Health Insurance	LA952699	New York Stat Dept of Insurance	11/2001	2/15/2017

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

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

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

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:		

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/18/2015
Notary Name: Karen M Marvel	Notary Registration Number: 01MA5036995
Notary (Notary Must Affix Stamp or Seal)	Date:

KAREN M. MARVEL
No. 01MA5036995
Notary Public, State of New York
Qualified in Clinton County
My Commission Expires Dec. 12, 20____

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: North Country Roots, Inc.

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

2. Name: Michael Relation | 3. Title: Shareholder

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

I am a minority shareholder in North Country Roots, Inc. In my role as a minority Shareholder I will not be actively involved in the daily operations of North Country Roots, Inc. My anticipated role will be to vote according to my shares of stock at any annual or special meetings of North Country Roots, Inc. for directors, officers, and upon any other matter that must come before the shareholders.

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

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted] or [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]					

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

19. Affirmative Statement of Qualifications

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

I am a passive investor in the North Country Roots, Inc. I do not intend nor have I been asked to take an active role in the operation of the proposed facility. Nonetheless, I would submit for the Department of Health's consideration that my occupation is [redacted] of [redacted] For The Last [redacted], I believe That This has given me good Moral Character.

My occupation gives me the proper moral character and experience to be involved in a Registered Organization as a passive investor.

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: E. Michael Relation	Date: 5-21-15
Notary Name: Emily C. Hewitt	Notary Registration Number: 01HE6316255
Notary (Notary Must Affix Stamp or Seal): Emily C. Hewitt EMILY C. HEWITT Notary Public, State of New York No. 01HE6316255 Qualified in Clinton County My Commission Expires December 15, 2018	Date: 05/21/1993

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: North Country Roots, Inc.

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

2. Name: SHAWN RASCOE - PAIGE RASCOE | 3. Title: SHAREHOLDERS

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

WE ARE SHAREHOLDERS OF NORTH COUNTRY ROOTS, INC AND WILL NOT BE ACTIVELY INVOLVED IN DAILY OPERATIONS.

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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Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
SUNY CANTON ATC.	CANTON NY	1991	1993	ASSOCIATE INDIVIDUAL SCIENCE	1993
SUNY COBLESKILL	COBLESKILL NY	1993	1995	BACHELOR IN PLANT SCIENCE	1995

NEW YORK STATE | Department of Health

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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:

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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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:		

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

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

19. Affirmative Statement of Qualifications

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

I AM A PASSIVE INVESTOR OF NORTH COUNTRY ROOTS, INC. I DO NOT ATTEND NOR HAVE BEEN ASKED TO TAKE AN ACTIVE ROLE IN THE OPERATION OF THE PROPOSED FACILITY. NONETHELESS, I WOULD SUBMIT FOR THE DEPT. OF HEALTH'S CONSIDERATION THAT MY OCCUPATION IS DESIGN/BUILD LANDSCAPE. MY OCCUPATION AND MY MORAL CHARACTER GIVE ME THE EXPERIENCE TO BE INVOLVED IN A REGISTERED ORGANIZATION.

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: 5/18/2015
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) DENIZ S. OZBAS Notary Public, State of New York No. 01OZ6134942 Qualified in Monroe County Commission Expires 10/11/17	Date: 5/18/15

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

1. Business Name: North Country Roots, Inc.

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

2. Name: TUSON INVESTMENT COMPANY LP | 3. Title: VP

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

Limited Partner

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

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

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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]		9. Fax	
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 Maryland, College Park		2000	2004	BA, Marketing	May, 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

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

Appendix A:
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19. Affirmative Statement of Qualifications

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

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: X	Date: 5/18/15
Notary Name: Emily Cosell	Notary Registration Number: 1286180.
Notary (Notary Must Affix Stamp or Seal)	Date: 5/19/2015

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
EMILY COSELL, Notary Public
Conshohocken Borough, Montgomery County
My Commission Expires October 30, 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: North Country Roots, Inc.

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

2. Name: TYSON INVESTMENT COMPANY LP | 3. Title: PRES

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

Limited partner

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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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
VILLANOVA UNIV	VILLANOVA, PA	1992	1994	JD	1994
U. of NORTH CAROLINA	CHAPEL HILL, NC	1987	1991	BA	1991

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Appendix A:
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Application for Registration as a Registered Organization

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

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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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: Jason A. Rash	Date: 5/19/2015
Notary Name: Emily Cosell	Notary Registration Number: 1286180
Notary (Notary Must Affix Stamp or Seal)	Date: 5/19/2015

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
EMILY COSELL, Notary Public
Conshohocken Borough, Montgomery County
My Commission Expires October 30, 2018

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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:

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

2. Name: Laura L. Trudo

3. Title: Inventory Manager

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

Responsible for shipping/Receiving at NCR's production facility

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 NY0412600 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.

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 187-195, all paragraphs, entire page for pages 187 to 195 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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

8. Phone: [redacted]			9. Fax		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 187-195, all paragraphs, entire page for pages 187 to 195 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

NEW YORK STATE | Department of Health

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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

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

Medical Marijuana Program
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NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

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

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

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NEW YORK STATE | Department of Health

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

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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: 5/26/15
Notary Name:	Notary Registration Number: 01TR6025644
Notary (Notary Must Affix Stamp or Seal)	Date: 5/26/2015

SHANE M. TRUDO
Notary Public
Clinton County - #01TR6025644
State of New York
My Commission Expires June 1, 20 19

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 187-195, all paragraphs, entire page for pages 187 to 195 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

Laura Trudo

[redacted]

Objective

Participate in a professional, team oriented business.

Professional Experience

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 187-195, all paragraphs, entire page for pages 187 to 195 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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Additional Skills

- Experience with Enterprise Resource Planning Solutions by SAP, Incorporated
- LFS 400 Warehouse Management by Ehrhardt & Partner
- Microsoft Excel and Word

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

1. Business Name: North Country Roots, Inc.

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

2. Name: Roy Lomanto	3. Title: Inverstor

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

passive 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.

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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
St. Lawrence University	Canton, NY	1968	1972	BA	1972

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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
Liquor License	787826	NYS	9/3/13	8/31/15

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

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

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

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

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

N/A

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

Signature: Roy Lomanto	Date: 5/20/15
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date:

EDWARD S. LOMANTO
Notary Public, State of New York
Appointed in Fulton County
My Commission Expires July 31, 2017.

NEW YORK STATE | Department of Health

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

1. Business Name: North Country Roots, Inc.

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

2. Name: SANDRA MARKIEWICZ | 3. Title: Shareholder

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

I am a holder of a convertible promissory note in North Country Roots, Inc. In my role as a convertible note holder I will have no ownership interest or voting rights unless the note converts. If the note converts into common no par value shares I will not be actively involved in the daily operations of North Country Roots, Inc. My anticipated role will be to vote according to my converted shares of stock at any annual or special meetings of North Country Roots, Inc. for directors, officers, and upon any other matter that must come before the shareholders.

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
DOMINICAN UNIVERSITY	RIVER FOREST, ILLINOIS	1988	1991	MASTER DEGREE, BUSINESS ADMIN	1991
UNIVERSITY OF OKLAHOMA	OKLAHOMA CITY, OKC.	1985	1987	BACHLOR of SCIENCE	1987

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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
Registered, Licensed Dietitian	717033	Commission on Dietetic Registration 120 S. Riverside Plaza Suite 2000, Chicago, IL	9/1/14	8/31/15

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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19. Affirmative Statement of Qualifications

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

I am a passive investor in the North Country Roots, Inc. I do not intend nor have I been asked to take an active role in the operation of the proposed facility. Nonetheless, I would submit for the Department of Health's consideration that my occupation is Corporate Management. I would also submit for the Department of Health's consideration that I am involved in Career mentoring as a volunteer and or community member. My occupation and my community and volunteer activities make me the proper moral character and experience to be involved in a Registered Organization.

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

Signature: [signature]	Date: 5/27/15
Notary Name: Zakiyyah Woods	Notary Registration Number: N/A
Notary (Notary Must Affix Stamp or Seal)	Date: 5/27/15

OFFICIAL SEAL
ZAKIYYAH WOODS
Notary Public - State of Illinois
My Commission Expires Nov 10, 2018

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

1. Business Name: North Country Roots, Inc.

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

2. Name: Rafael Suarez, Jr. | 3. Title: Shareholder

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

I am a holder of a convertible promissory note in North Country Roots, Inc. In my role as a convertible note holder I will have no ownership interest or voting rights unless the note converts. If the note converts into common no par value shares I will not be actively involved in the daily operations of North Country Roots, Inc. My anticipated role will be to vote according to my converted shares of stock at any annual or special meetings of North Country Roots, Inc. for directors, officers, and upon any other matter that must come before the shareholders.

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.

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 210-216, all paragraphs, entire page for pages 210 to 216 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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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
NEW YORK UNIVERSITY	New York, NY	1974 1984	1978 1985	B.A AFRICAN HISTORY	JUNE 1985
UNIVERSITY OF CHICAGO	CHICAGO, IL	1991	1993	M.A. SOCIAL SCIENCES	MARCH 1993

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 210-216, all paragraphs, entire page for pages 210 to 216 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

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

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

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

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

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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:		

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 210-216, all paragraphs, entire page for pages 210 to 216 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 210-216, all paragraphs, entire page for pages 210 to 216 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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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.

I am a passive investor in North Country Roots, INC. I do not intend, nor have I been asked to take an active role in the operation of the proposed facility. I would submit for the New York State Dept. of Health's consideration that my occupation is journalist and author. My occupation and community service over many years attest to my moral character and experience, and my suitability for involvement in a registered organization.

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

Signature: [signature]	Date: 5/28/2015
Notary Name: Gassimou Bah	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/28/2015

District of Columbia: SS

Subscribed and Sworn to before me this 28 day of May, 2015

[signature]
Notary Public, D.C.

My commission expires Oct 14, 2018

GASSIMOU BAH NOTARY PUBLIC DISTRICT OF COLUMBIA Exp. - 10/14/18

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 210-216, all paragraphs, entire page for pages 210 to 216 (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

F: Labor peace agreement

NORTH COUNTRY ROOTS

Local 338 RWDSU/UFCW

JOHN R. DURSO, President
JOSEPH FONTANO, Secretary-Treasurer
JACK CAFFEY JR., Executive Vice President
DEBRA BOLLBACH, Recorder

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

May 26, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and North Country Roots, Inc

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 (North Country Roots, Inc) 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

NEUTRALITY AGREEMENT
BY AND BETWEEN
NORTH COUTRY ROOTS, Inc
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated February 20, 2015, North Country Roots (the "Employer") and Local 338, RWDSU/UFCW, 1505 Kellum Place, Mineola, New York (the "Union") hereby establish the following procedure to address the Union's efforts to organize employees in any existing or new facility owned or operated by the Employer in which the employees are not represented by a labor organization:

1. The term, "employees," used herein shall include all full time and part-time employees, including, but not limited to, pharmacists, pharmacy technicians, dispensaries, consultants, drivers, growers, retail, manufacturers, trimmers, and anyone else performing work for or on behalf of the Employer, and shall exclude only who are statutorily excluded by the National Labor Relations Act ("NLRA").

2. Within ten (10) days after receiving written notice of the Union's intent, the Employer agrees to furnish the Union with a complete list of employees in the store designated in the notice, including job classifications, departments, street addresses, telephone numbers and e-mail addresses. The Employer agrees to thereafter provide updated lists as reasonably requested. The Employer waives the right under the NLRA to file any petition with the National Labor Relations Board for any election in connection with the invocation of this Agreement and agrees to refrain from directly or indirectly supporting any such petition.

3. The Employer agrees to take a neutral approach to unionization of employees. Neutrality means that the Employer will neither help nor hinder the Union's organizing effort by, for example, directly or indirectly demeaning by word or deed the Union or its representatives, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. The Employer agrees not to communicate to any employee that it disfavors the Union or the signing of authorization cards, or that they may suffer adverse consequences for supporting the Union or signing cards. The Employer also agrees that it, and its managers, supervisors and other representatives will refer to the Union by name and not as "third party," "outsider" or in similar manner. The parties will conduct themselves with mutual respect for each other during any organizing effort.

4. During organizing efforts, the Employer's managers, supervisors and other representatives will remain neutral and will refrain from communicating with employees about how they should respond to the Union. The Employer agrees to inform all of its managers, supervisors and representatives of this obligation and that the Employer has no objection to employees supporting the Union or engaging in union activities, including meeting with Union representatives or signing authorization cards. The Employer will promptly terminate any violation of this provision and immediately act to discourage any additional violation, including disciplining any manager' or supervisor - or terminating its relationship with any independent contractor representative - who violates it. The Employer agrees to take prompt action to

mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials where allowed by NYS law. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production.

6. The facility's highest level manager will meet with and tell employees that the Employer has no objection to employees meeting with Union representatives, supporting the Union or signing authorization cards. That manager will also tell employees that the Employer is neutral in their selection of union representation.

7. If the Union provides evidence in support of its claim that a majority of employees have designated the Union as their collective bargaining representative, the Employer will recognize the Union as such representative of the employees in the bargaining unit described in the Union's notice invoking this provision and will extend this Agreement to them.

8. If both the Union and the Employer mutually agree that additional Agreement provisions are necessary for the new unit or if the National Labor Relations Board or a court determines that the parties may not lawfully extend this Agreement to the unit, the parties agree to bargain in good faith over a collective bargaining agreement to cover the employees. The parties agree to commence bargaining within 20 business days from the date the neutral verifies the Union's majority. If they are unable to agree to a collective bargaining agreement, the parties agree to submit all open provisions and issues to final and binding interest arbitration. If they are unable to select an arbitrator, the parties shall select an arbitrator to set the open provisions and resolve any other issues in accordance with the procedures of this Agreement's arbitration provision.

9. The parties agree to resolve any dispute over the interpretation of this provision through expedited arbitration. The parties will invoke expedited arbitration by requesting an arbitrators list from the American Arbitration Association. Within 10 days of receiving AAA's arbitrators' list, the parties will submit their struck lists to the AAA. The parties agree that AAA will follow its labor arbitration rules to select an arbitrator based on the list or lists the parties submit. The AAA will strictly apply its rule requiring struck lists to be timely submitted in accordance with this provision. The arbitrator will hear the dispute on either the first or second date the arbitrator is available and issue an award within 20 days thereafter. The parties will equally share the arbitrator's fees and costs.

10. The parties agree that the arbitrator has the authority to direct the breaching party to specifically perform its obligations under this provision. The arbitrator may award a penalty of up to $10,000 for willful breaches. A willful breach is one that clearly violated this provision and was not corrected after the aggrieved party provided notice of it to the violating party. The parties consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor, as defined by any paid person handling or transporting cannabis or related products, require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace Agreement: In the event that Local 338 attempts to organize the Employer's employees or actually represents the Employer's employees at any particular location, then Local 338 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 20th day of February 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: _____

Date: 2/20/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: Nikki M. Katerson

NORTH COUNTRY ROOTS, Inc

By: _____

Date: 3/2/15

Name: Doug Bottorf

Title: President

Witness: Rosanna Neuhaus

4844-1343-1324, v. 3

G: Financial statements and documentation related to transactions for services related to preparation of the application, including signed contracts

NORTH COUNTRY ROOTS

G: Financial statements and documentation related to transactions for services related to preparation of the application, including signed contracts

The Applicant has Attached a Financial Statement setting forth all elements and details of all 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 1004.5(b)(10).

EXHIBIT A contains the financial statement showing all billing between the Applicant and the contracting parties the details of which are contained in the subsequent exhibits.

EXHIBIT B contains an engagement letter with the firm of Stafford, Owens, Piller, Murnane, Kelleher, and Trombley PLLC. This is the firm hired by the Applicant to incorporate the Applicant and aid in the licensure process. The firm has billed the applicant at certain specified hourly rates. Compensation is not tied to sales of medical marijuana.

EXHIBIT C contains the Agreement to Consult and relevant work orders with Ceres Project Management, LLC. Ceres Project Management, LLC has received stock that will vest over time as compensation. It has also received certain flat fees and will eventually move to a hourly billing model. Except for potential dividends that may arise due to its stock ownership, compensation is not tied to sales of medical marijuana.

EXHIBIT D contains the agreement between the Applicant and Virentium Advisors, LLC to advise the Company with regard to capital needs as a registered organization. Virentium Advisors, LLC will only receive compensation if it brings in a new investor to North Country Roots, Inc. If an investor is brought in Virentium Advisors, LLC will receive between 3.25% and 5.25% of the amount invested in North Country Roots, Inc. by the investor. Compensation is not tied to sales of medical marijuana.

EXHIBIT E contains the agreement between Architectural & Engineering Design Associates, P.C. (AEDA) and the Applicant. AEDA has agreed to a flat fee payment. Compensation is not tied to sales of medical marijuana. The Applicant has paid AEDA a retainer.

EXHIBIT F contains the agreement between the Applicant and Adworkshop, Inc. for marketing and creative services. The fees and billing are based on time expended. Compensation is not tied to sales of medical marijuana. The Applicant has begun making payments to Adworkshop, Inc.

EXHIBIT G contains the agreement between Meribeth Felt and the Applicant for consulting services related to Quality Assurance and Quality Control Consulting. Fees and billing are based on an hourly rate. Compensation is not tied to sales of medical marijuana. The Applicant has yet to begin making payments to Meribeth Felt.

EXHIBIT H contains the agreement between Martindale Keysor & Co. and the Applicant for an audit of the Applicant's financial statements and balance sheets. The Applicant hired a Certified Public Accountant to conduct an audit in order to comply with the requirements of the Application for financial statements certified by a Certified Public Accountant. The fee paid by the Applicant for this service is a flat fee plus incurred expenses.

EXHIBIT I contains statement of work from Kimmel Services to the Applicant outlining the scope of the work to be completed for technology infrastructure planning and development as needed for the development of the application

EXHIBIT A

NORTH COUNTRY ROOTS

North Country Roots, Inc.

Attachment G

Financial Statement of Payments made to consultants involved in production of Application

Company	Service	Amount Paid
Ceres Project Management, LLC.	Medical Cannabis Consulting	$15,000
Stafford, Owens, Piller, Murnane, Kelleher & Trombley, PLLC	Legal Services	$29,478.13
Meribeth Felt	Quality Assurance and Quality Control Consulting	$-
Architectural & Engineering Design Associates, P.C. (AEDA)	Architectural and Engineering Services	$500
Kimmel Services	Security and Technology Consulting	$500
Martindale Keysor & Co. PLLC	Accounting Services	$2500
AdWorkshop	Marketing and Creative Service	$4,638.06
	Total	$52,616.19

EXHIBIT B

NORTH COUNTRY ROOTS

STAFFORD · PILLER
MURNANE · KELLEHER & TROMBLEY PLLC

ATTORNEYS & COUNSELLORS AT LAW

Members
Edward J. Trombley
Susanna S. Piller
Thomas M. Murnane
Jacqueline M. Kelleher
Jessica L. Miller
Justin R. Meyer

Senior Attorney
Heather Deare West

Associates
Meghan E. Zedick
Brendan P. Owens

Of Counsel
Asadourian Law Firm, P.C.
ph. 518.561.7711

One Cumberland Avenue P.O. Box 2947 Plattsburgh, NY 12901
ph 518.561.4400 plattsburghlawyers.net *fax* 518.561.4848

Ronald B. Stafford
(1935-2005)

October 30, 2014

Mr. Douglas Butdorf
64 Trafalgar Drive
Plattsburgh, NY 12901

Dear Mr. Butdorf:

This letter will follow up on our firm's recent conversations with you and will summarize the proposed terms of our firm's engagement with you.

The purpose of this letter is to set forth our agreement with respect to the terms of the engagement.

Scope of Engagement. Our engagement will be limited to representing you with regard to General Corporate Matters and state licensing of a medical marijuana business as requested by you, from time to time.

Fee. You have agreed to pay, and we have agreed to accept a retainer fee of $3000. Our fee is based on the time spent by the attorneys and legal assistants who work on the matter. Our fee is based on the time spent by the attorneys and legal assistants who work on the matter. Our hourly rates range from $180 - $260 for partners, $140-$200 for associates and $50-80 for paralegals. These rates are modified from time to time, generally to reflect changes in the cost of providing legal services or the advancing qualifications of individual attorneys. When modified, we apply the new rates. My initial hourly rate for this matter will be $210.00. Should a fee dispute arise which is not resolved by discussion between you and your attorney, you may seek arbitration. Your attorney will provide information concerning arbitration in the event of such dispute or upon your request.

Other Charges. In addition to our fees for rendering professional services, our billing statements will include other charges for expenses and services incurred incidentally to the performance of our legal services, such as photocopying, delivery charges, long distance telephone calls, facsimile transmissions and specialized computer applications.

Billing Cycle and Retainer. Fees for legal services and other charges are billed monthly and are payable within thirty (30) days of receipt. Should your account remain unpaid after 30 days, a late payment fee of 1.25% per month will be added to the amount due.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the matter by you, or by us, subject to the rules of professional responsibility, upon written notice. No such termination, however, will relieve you of the obligation to pay the legal fees owed to us for services performed and other charges owed to us through the date of termination.

Client Documents. We will maintain all documents you furnish us in our client files for the matter. At the conclusion of the matter (or earlier if appropriate) you should advise us (and we will contact you for this purpose) as to which, if any of the documents in our files you wish us to return to you. We may keep copies of these documents to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and then dispose of them according to our record retention program schedule then in effect.

Please be advised that we have checked the following website: http://www.fdic.gov/bank/individual/bank/index.html to verify that the banks in which we currently place our escrow monies are in good standing. We encourage you to do whatever due diligence you deem appropriate and if you have a bank you would prefer us to hold your escrow funds in rather than the ones that we have selected, please advise us in writing as soon as possible. If we are not holding any funds for you in our escrow accounts then no action is required by you.

Our escrow accounts are currently held in the following banks: NBT Bank, HSBC and KeyBank.

In accordance with Internal Revenue Service Circular 230, we inform you that any discussion of a federal tax issue contained in any communication (including any attachments) from Stafford, Piller, Murnane, Kelleher & Trombley, PLLC is not intended or written to be used, and it cannot be used, by any recipient for the purpose of (i) avoiding penalties that may be imposed on the recipient under United States federal tax laws, or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

We look forward to working with you and appreciate the opportunity to represent you. If this proposal is acceptable, please so indicate by returning an executed copy of this letter with the retainer fee at your earliest convenience. Please call me with any questions regarding the foregoing.

Very truly yours,

STAFFORD, PILLER, MURNANE,
KELLEHER & TROMBLEY, PLLC

By: Jessica L. Miller, Esq.

JLM/ech
Enclosure

Agreed and Accepted this
5 day of November, 2014

By: _____
Douglas Butdorf

EXHIBIT C

NORTH COUNTRY ROOTS

CERES PROJECT MANAGEMENT, LLC
AGREEMENT TO CONSULT

THIS AGREEMENT (the "Agreement") is entered into on this **20th day of February, 2015** by and between **Ceres Project Management, LLC,** located at 131 Church Street, Suite 301, Burlington, Vermont **("Consultant" or "CPM"),** and **NORTH COUNTRY ROOTS** located at 64 Trafalgar Dr., Plattsburgh NY 12901 (**"Client"**). The Client and the Consultant are collectively referred to herein as the "Parties".

WHEREAS, Client is involved in the application for or operation of legally authorized production and sale of cannabis for medical purposes;

WHEREAS, Consultant is experienced and knowledgeable in the creation, management and expansion of medical cannabis regulation, production, marketing, branding, security, compliance and sales; and

WHEREAS, the Client desires to retain Consultant to provide advice and/or services related to and in support of efforts in which Consultant has experience, knowledge and expertise;

THEREFORE, in consideration of these premises and the mutual conditions and promises herein contained, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.**

A. Beginning on February 1, 2015 Consultant will provide consulting services as specified the Work Orders attached hereto as Exhibit A (the "Services") to assist Client. If the parties fail to enter into any Worker Order for any reason, then this Agreement shall be terminated after ten (10) days.

B. Upon execution of this Contract, Consultant shall choose a representative of Consultant to serve on Client's Board of Directors. Client shall nominate that representative to be a Director on the Board of Directors. Consultant's representative shall continue to act as a Director on Client's Board of Directors until such time as this Agreement is Terminated in accordance with the provisions contained herein or the Client determines, in its sole discretion, that the services of Consultant's representative as a Director are unnecessary.

2. **FEES.**

Fees payable to CPM for services rendered to North Country Roots are set forth in Exhibit A. The services described as part of this agreement and its exhibits represent separate phases and the retention of CPM for one phase does not obligate any party to performance on another phase absent separate agreement.

A. Miscellaneous Provisions Regarding Fees

a. CPM will use its best efforts to accurately report all time spent in performing the services and activities contemplated by this Agreement.

b. In the course of providing the consulting services contemplated by the Agreement, the Parties acknowledge that other resources will from time to time be necessary for the effective and competent execution of the duties agreed to herein. Consequently, it is contemplated that there will be occasions where, expenses for information and services which are outside of Consultant's direct expertise will be necessary to allow Consultant to perform the duties contemplated by this Agreement. Such indirect items include, but

are not necessarily limited to: (i) use of independent data collection and/or analysis; (ii) products of independent research and development; (iii) computer software, programs and hardware; (iv) design details and graphics market research; and (v) legal consulting. Reimbursement for these expenses shall be governed by Section 3 of this Agreement.

c. CPM's rates include the Consultant's direct and indirect overhead, payroll taxes, insurance and profit.
d. Invoices and requests for payment shall become due and payable after ten (10) days of receipt by Client.
e. The Parties agree that the Consultant shall have the right to suspend or stop work on any work or project within the purview of this Agreement and void any scheduled delivery on commitments if the parties have not agreed on a payment plan to satisfy invoices that remain unpaid after thirty (60) days from the date of the invoice.
f. The parties specifically recognize and accept that the posture of NCR during the initial stages of operation may require that the parties be flexible in arranging payments due to cash flow and other constraints. The parties agree to work collaboratively to arrive at mutually acceptable payment schedules if the cash position of NCR at any given time constrains its ability to make timely payments to Ceres under the terms of this contract. Nothing in this paragraph shall be interpreted to prejudice the rights of either party to contest charges or pursue payments due under this contract.
g. Payment Failure: If the Client fails to make payments to Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at Consultant's option, cause for suspension of performance of services under this Agreement. If Consultant elects to suspend services, prior to suspension of services, Consultant shall give seven (7) days' written notice to the Client. In the event of a suspension of services, Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Consultant shall be paid all amounts due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services.

3. **EXPENSE REIMBURSEMENT**. CPM shall be entitled to reimbursement from Client for expenses including, but not necessarily limited to:

A. the cost of support services;
B. deliveries;
C. postage;
D. electronic, video or, telephonic communications;
E. reproductions;
F. supplies; and
G. travel expenses, including lodging and travel related meals (collectively "Reimbursable Expenses").

Reimbursable mileage for automobile travel will be billed at the rate adopted for private vehicles by the U.S. Government as promulgated by the U.S. General Services Administration. CPM shall provide Client with advance notice of any expense or series of related expenses anticipated

to cost more than $250. Client may direct CPM to take reasonable measures to avoid an expense or series of expenses and, upon being provided advance notice, must approve or deny, in writing, the expenses in listed in said notice. Client shall not be obligated to pay any expense or series of expenses not previously approved in writing by Client in excess of $500.00.

4. **PERFORMANCE OF SERVICES**. The manner in which the Services contemplated and agreed to in this Agreement are to be performed and the hours to be worked by the Consultant shall be in accordance with industry standard practices in the locale in which services are to be provided.

5. **TIMELINESS AND AVAILABILITY**. The Parties agree that factors outside the control of either Client or Consultant may impede or affect the ability to deliver or complete the services contemplated under this Agreement. Consultant will perform all agreed services with reasonable diligence and expediency consistent with industry standard practices in the locale in which services are to be provided.

6. **INTERFACE AND COOPERATION**. Client agrees to provide all necessary scheduling and coordination of its own professional service providers, employees, agents and of other project consultants in order to assist the orderly and efficient completion of Consultant's work without delay, interference, or interruption. Consultant will use best efforts to meet schedules agreed by the Parties

7. **TERM**. The term of this Agreement shall begin on the date set forth in Paragraph 1 above and shall, subject to the termination provisions set forth herein, continue for a period of twenty-four (24) months.

8. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**. Both Parties shall execute the Mutual Non-Disclosure Agreement attached hereto as Exhibit D. All information and materials provided by Consultant or Client shall be subject to the Mutual Non-Disclosure Agreement. Documents, including those in electronic form or any other form whatsoever, prepared by Consultant are the Intellectual Property of Consultant solely with respect to this Agreement. Unless otherwise provided, Consultant shall be deemed the author and owner of all documents provided by Consultant (the "deliverables") and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants Client a nonexclusive worldwide and perpetual license and right for Client to use any deliverables created by Consultant for Client for its business purposes. All agents, employees and affiliates of the Parties shall be bound by the terms of Exhibit D.

9. **RELATIONSHIP OF PARTIES**. It is understood by the parties that Consultant is an independent contractor with respect to Client, and is not an employee of Client.

10. **BINDING AGREEMENT**. The rights and obligations of the Client under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Client. The rights, obligations and duties of Consultant hereunder may not be assigned or delegated without the Clients written prior consent.

11. **TERMINATION.**

a. Termination without Cause. At any time for any reason during the initial term or any renewal, this Agreement may be terminated upon fifteen (15) days prior written notice. If this agreement is terminated without cause, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

b. Termination with Cause. This Agreement may be terminated upon five (5) days' written notice for any material breach of the terms of this Agreement. If Client terminates under this provision, then Consultant shall not be compensated for any rendered services or Reimbursable Expenses incurred after notice of termination. If Consultant terminates under this provision and Client does not provide notice in writing of a breach by Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

c. All stock grants and vesting rights made pursuant to the Restricted Stock Agreement attached hereto as Exhibit B shall be exclusively governed by that Agreement and not by sections 11(a) and 11(b) above or any other provision of this Agreement.

12. **SEVERABILITY.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provision to the extent enforceable in any jurisdiction, shall nevertheless be binding and enforceable.

13. **DISPUTE RESOLUTION.** The parties agree that any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement, or any breach or alleged breach thereof, shall, upon the request of either party, be submitted to and settled by arbitration before a single arbitrator in BurlingtonVermont, pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect, or at any other place or under any other form of arbitration mutually agreed upon by the parties in writing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction. The expenses of the arbitration shall be borne equally by the parties, or as otherwise determined by the arbitrator, provided that each party shall pay for and bear the costs of its own experts, evidence and attorney's fees. The parties shall use all reasonable efforts to ensure that the arbitration is completed as promptly as reasonably possible, and in any event not more than ninety (90) days after either party's request for arbitration hereunder.

14. **INSURANCE.** If Client is granted a license to commence operations as a Medical Marijuana grower and distributer by the State of New York, Client shall procure, with respect to the business, public liability insurance with limits of not less than One Million Dollars ($1,000,000.00) for injury to any one person, and Three Million Dollars ($3,000,000.00) for injury in any one accident, and property damage liability of not less than One Million Dollars ($1,000,000.00). .

15. **DISCLOSURE.** Client understands and agrees to the following:

a) consultant is not an Attorney;

b) consultant is not a Certified Public Accountant;

c) consultant is not a Tax Professional;

d) consultant is not an employee of any financial or banking institution; and

e) client maintains control of, and is responsible for the implementation of all its decisions whether based on the advice of Consultant or otherwise.

16. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person, emailed, or mailed to the addresses following:

If for Consultant:

Jacob B. Perkinson
Ceres Project Management, LLC
P.O. Box 364
Burlington, Vermont 05401
Email: jacob@ceresрm.com

If for Client:

Doug Butdorf
North Country Roots, Inc.
64 Trafalgar Dr.
Plattsburgh, NY 12901
Butdorf@northcountryroots.com

17. **WAIVER.** The failure of either Party to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the Party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, covenants and conditions contained herein. No waiver of any of the terms, conditions or covenants of this Agreement shall be enforceable against either Party unless the same is contained in a writing signed by the Party's authorized representative.

18. **GOVERNING LAW.** This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of New York without reference to conflicts of law.

19. **CAPTIONS AND SECTION HEADINGS.** The various captions and section headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of any of the provisions of this Agreement.

20. **ENTIRE AGREEMENT.** This Agreement, with any exhibits and riders attached hereto, contains the entire Agreement of the parties, and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect unless the same are in writing and signed by or on behalf of the party to be charged.

21. **ASSIGNMENT.** The rights and obligations under this Agreement may not be transferred or assigned to a third party by either party without the prior written consent of the other party. However, CPM and Client may without consent, but upon prior notice, make such an assignment to (i) any entity which directly or indirectly controls, or is controlled by, or is under direct or indirect common control of the party, or any party or any entity which is directly or indirectly controlled by an entity which controls the party, provided that the assigning party shall remain

liable for performance under this Agreement, or (ii) any successor in connection with a merger, acquisition, or sale or transfer of substantially all of the party's assets or business, provided that the successor shall remain liable for performance under this Agreement.

22. **LEGAL COMPLIANCE.** It is the intent of the parties to this Agreement to comply now, and hereafter during the term of this agreement, with all federal, state, professional and other laws, statutes, regulations, rules, guidelines, policies and protocols applicable to the subject matter of this Agreement and the relationship of the parties, including, without limitation, any reporting obligations under any state or federal law. In the event there is any change in law, regulation or interpretation thereof that has the effect of prohibiting any material right or obligation of a party under this Agreement or materially affects such right or obligation, then such party may, upon notice to the other party, immediately terminate this Agreement in whole or in part. In the interpretation of this Section, the parties acknowledge that the federal government hasdefunded enforcement of federal drug laws with regard to medical marijuana.

23. **AMENDMENT.** No agent, employee, or other representative of either party is empowered to alter any term of this Agreement, unless done in writing and signed by authorized representatives of both parties.

24. **SURVIVAL.** All warranty, indemnification, payment and insurance obligations, and confidentiality provisions contained herein shall survive the expiration or other termination of this Agreement.

25. **FORCE MAJEURE.** Each party's obligation under this Agreement will be excused to the extent any delay is caused by strikes or other labor disturbance, acts of God, war, or other conditions beyond the reasonable control of that party, but only during the duration of such condition.

26. **SEVERABILITY OF PROVISIONS.** Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.

27. **COUNTERPARTS.** This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

28. **CUMULATIVE RIGHTS.** Except as herein expressly provided, the rights, powers, and remedies herein shall be in addition to, not in limitation of, all rights, powers, and remedies provided by the Applicable Law or in equity, or under any other agreement between the parties, and all such rights, powers, and remedies shall be cumulative and may be exercised successively or cumulatively.

29. **EXPENSES.** Each party shall bear their own direct and indirect expenses incurred in connection with the negotiation and preparation of this Agreement and, except as set forth in this Agreement, the performance of the obligations contemplated thereby.

30. **HEADINGS.** The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth in Paragraph 1 above:

Jacob B Perkinson, Director	2/20/15 Date	Doug Butdorf, President	3/2/15 Date
Ceres Project Management, LLC		North Country Roots, Inc.	

EXHIBIT A

Phase 1 – Work Order

In Phase 1 Ceres shall conduct a comprehensive review of NCR's business plans, projections, construction plan, talent pool, expansion timeline, cultivation plan, extraction protocols, marketing plan and every other aspect of the current position and status of NCR as a candidate for licensure to grow and dispense medical cannabis in the State of New York. Upon completion of these Services Ceres shall present North Country Roots, Inc. with a report detailing its findings and the Services provided ("Phase 1 Report").

The term of these services shall commence on the date of execution of this Work Order and cease on the date that Ceres presents the Phase 1 Report. This date shall be no later than March 10, 2015.

Compensation for these services shall be:

- A $5,000 non-refundable flat fee.
- Equity grants in North Country Roots, Inc. as governed by the Restricted Stock Plan attached hereto as Exhibit B.

This work order modifies and extends the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT. All terms of the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT not modified or extended by this Work Order are hereby incorporated as if fully set forth herein. For purposes of clarity, termination of the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT shall terminate this Work Order.

2/20/15	3/2/15
Jacob B Perkinson, Director Date Ceres Project Management, LLC	Doug Butdorf, President Date North Country Roots, Inc.

Phase 2 – Work Order

In Phase 2 Ceres shall provide training, advice and guidance on the implementation of the goals and tasks identified by the Phase 1 analysis. Ceres will be available to advise and critique all aspects of the application process and, should a license be preliminarily or finally awarded, will work in concert with NCR to design and execute all steps necessary to construct and operate a vertically integrated, state licensed medical cannabis dispensary.

This shall include, but is not limited to:

- Assistance in the drafting, compilation and research for the license application
- Advice and assistance on the design of production and retail facilities
- Advice and assistance on marketing and financial projections
- Advice and assistance on the development of comprehensive SOPs
- Advice and assistance in development of growing, production, marketing, and sales of medicinal cannabis approved for use by the State of New York
- Advice and assistance in developing plans to reduce the environmental impact of NCR operations
- Advice and assistance in developing security plans and systems, including, specifically:

  1. Dialogue with NCR to formulate a narrative brand focused on patient services and commitment to the North Country. (Olaf/Jake)
  2. Assist NCR in identifying individuals to fulfill key positions. (Bridget/Shayne)
  3. Provide initial drafts of SOPs for cultivation and manufacturing. (Bridget/Shayne/Jake)
  4. Provide draft letter of support to use in soliciting community recommendations. (Shayne)
  5. Provide input on investor documents. Jake/Olaf
  6. Assist in identification of testing, grow and manufacturing equipment. (Shayne/Bridget)
  7. Assist in determining formulations of initial "brands. (Bridget/Shayne)

The term of these services shall commence on the date of execution of this Work Order and cease on the date North Country Roots, Inc. is granted or denied a license to commence operation from the State of New York as a Registered Organization as that term is defined in New York's Public Health Law.

Compensation for these services shall be:

- A $10,000 non-refundable flat fee.
- Equity grants in North Country Roots, Inc. as governed by the Restricted Stock Plan attached hereto as Exhibit B.

This work order modifies and extends the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT. All terms of the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT not modified or extended by this Work Order are hereby incorporated as if fully set forth herein. For purposes of clarity, termination of the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT shall terminate this Work Order.

3/19/15	3/25/15
Jacob B Perkinson, Director Date Ceres Project Management, LLC	Doug Butdorf, President Date North Country Roots, Inc.

Phase 3 – Work Order

In Phase 3 Ceres shall be available to provide advice, strategic guidance and practicable solutions to facilitate the ongoing development and operation of NCR This shall include, but is not limited to:

- Site visits to evaluate and recommend improvements to ongoing operations
- Consultations as needed to address issues as they arise, including any matter within the scope of phase 2.

The term of these services shall commence on the date of execution of this Work Order and cease on the date North Country Roots, Inc. or Ceres terminates the Agreement as provided for in CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT.

Compensation for these services shall be:

- Invoiced on a monthly basis for the number of hours of work performed by Ceres each month. The hourly rate for these services shall be $300 North Country Roots, Inc. shall provide a $10,000 retainer upon execution of this Work Order.
- Equity grants in North Country Roots, Inc. as governed by the Restricted Stock Plan attached hereto as Exhibit B.

This work order modifies and extends the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT. All terms of the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT not modified or extended by this Work Order are hereby incorporated as if fully set forth herein. For purposes of clarity, termination of the CERES PROJECT MANAGEMENT, LLC AGREEMENT TO CONSULT shall terminate this Work Order.

_____ _____ Jacob B Perkinson, Director Date Ceres Project Management, LLC	_____ _____ Doug Butdorf, President Date North Country Roots, Inc.

ceres

NORTH COUNTRY ROOTS, INC.

PHASE II SCOPE OF WORK

March 16, 2015

Dear Doug, Eddie and Thom,

Thank you for taking the time to meet with us to discuss the Phase I report and the plan for moving forward on Phase II. The contract between Ceres, LLC, and NCR, Inc., provides:

Phase 2 – Work Order

In Phase 2 Ceres shall provide training, advice and guidance on the implementation of the goals and tasks identified by the Phase 1 analysis. Ceres will be available to advise and critique all aspects of the application process and, should a license be preliminarily or finally awarded, will work in concert with NCR to design and execute all steps necessary to construct and operate a vertically integrated, state licensed medical cannabis dispensary.

This shall include, but is not limited to:

- Assistance in the drafting, compilation and research for the license application
- Advice and assistance on the design of production and retail facilities
- Advice and assistance on marketing and financial projections
- Advice and assistance on the development of comprehensive SOPs
- Advice and assistance in development of growing, production, marketing, and sales of medicinal cannabis approved for use by the State of New York
- Advice and assistance in developing plans to reduce the environmental impact of NCR operations
- Advice and assistance in developing security plans and systems

As discussed at our March 14, 2015 meeting, Ceres has identified the following as critical immediate-term tasks for NCR:

1. Formulation of a narrative story to serve as the foundation for a persuasive application presentation
   a. Integration of NCHSRC emphases
2. Identification of specific individuals who have committed and will be prepared to fulfill key roles at NCR, Inc. in the event of a successful application including:
   a. Head Grower (certified in GAP)
   b. Extraction technician
   c. Lab technician
   d. Pharmacists (for additional locations)
   e. Quality Assurance Manager
   f. Dispensary Manager
   g. Client Services Manager
   h. Design Coordinator
3. Creation of SOPs and Operations Manual
4. Obtain written evidence of support of officials from communities where NCR proposes to operate
5. Finalize presentation documents for potential investors
6. Secure grow site and identify locations in selected towns for dispensaries
7. Identify type and source of equipment to be utilized
8. Identify testing equipment and personnel
9. Draft security plan and identify equipment
10. Formulate brands

To move forward on the above in addition to the work described in the Phase II Work Order, Ceres will work with NCR on the following specific tasks through the designated principals indicated in bold (note that Ceres will communicate internally on each aspect of the tasks below to provide their collective input at each step):

1. Dialogue with NCR to formulate a narrative brand focused on patient services and commitment to the North Country. **Olaf/Jake**
2. Assist NCR in identifying individuals to fulfill key positions. **Bridget/Shayne**
3. Provide initial drafts of SOPs for cultivation and manufacturing. **Bridget/Shayne/Jake**
4. Provide draft letter of support to use in soliciting community recommendations. **Shayne**
5. Provide input on investor documents. **Jake/Olaf**
6. Assist in identification of testing, grow and manufacturing equipment. **Shayne/Bridget**
7. Assist in determining formulations of initial "brands". **Bridget/Shayne**

EXHIBIT D

Strictly Confidential

May 12, 2015

Mr. Doug Butdorf
North Country Roots, Inc.
64 Trafalgar Drive
Plattsburgh, NY 12901

INVESTMENT BANKING AGREEMENT

Dear Doug:

We are pleased to confirm our mutual understanding regarding the retention of Virentium Advisors LLC, securities transacted through StillPoint Capital, LLC ("StillPoint"), collectively ("Virentium") by North Country Roots, Inc., its subsidiaries, affiliates, beneficiaries, successors and assigns (collectively, the "Company"), subject to the terms and conditions of this agreement (the "Agreement").

1. **Purpose of Engagement.** Virentium will assist the Company as its a financial advisor in connection with investment banking matters, including rendering advice relating to capital structure, enhancing shareholder value and allocation of corporate assets, as well as advice with respect to any potential Transaction (as defined herein) upon the terms and conditions set forth herein.

   For purposes of this Agreement, a "Transaction":

   for financing shall mean: (i) any senior debt financing ("Senior Debt Financing"); (ii) any offer or private sale of non-convertible subordinated debt securities of the Company ("Mezzanine Financing") or (iii) any offer of public or private sale of, investment or transaction in, or series of investments or transactions in, the Company's capital stock (whether outstanding or newly issued shares), convertible securities, options, warrants, or other rights to acquire the Company's capital stock, or assets, or any other capital raise of any nature (collectively "Equity Securities"); and,

   Virentium and the Company agree and acknowledge that this Agreement should not be construed as a firm commitment or guarantee of any Transaction. It is acknowledged and agreed that the decision to consummate a Transaction shall be in the Company's sole and absolute discretion.

2. **Term.** The term of the Agreement shall be for a period commencing on of the date hereof and expiring (6) months from the date hereof, unless sooner terminated or extended pursuant to the following sentences (the "Term"). On or after six (6) months from the date hereof, Virentium or the Company may terminate this Agreement upon thirty (30) days prior written notice to the other party. Unless terminated by either party in writing, this Agreement shall automatically renew for successive six (6) months. Notwithstanding any termination or expiration of this Agreement, the provisions of Paragraphs 5, 6 and 8 and Exhibit A, which is attached hereto and incorporated herein, shall survive such termination or expiration.

3. **Services.** Virentium will act as the Company's financial advisor with respect to the matters listed below and may perform such services as it deems reasonably necessary.

Financing Services

(i) Using its reasonable efforts to identify and introduce the Company to prospective financial investors, senior lenders, strategic corporate investors, acquirers of assets, merger partners and/or other sources of capital ("Investors") and market the Transaction to such potential Investors;

(ii) Evaluating Transaction proposals on behalf of the Company and providing guidance with respect to the Transaction structure and valuation;

(iii) Assisting in any discussions or negotiations of any Transaction, as requested by the Company; and

(iv) Working with the Company and its professionals in closing any Transaction as deemed appropriate and necessary.

For any Financing Transaction, Virentium may perform the following additional services:

(i) Assisting in the preparation of a memorandum describing the Company's industry, business strategy, business and management and incorporating current financial and other appropriate information furnished by the Company (as amended and supplemented from time to time, the "Information Memorandum");

(ii) Assisting in the preparation of a presentation based upon the Information Memorandum; and

(iii) Assisting in the preparation of a financial model.

Virentium shall not be required to undertake duties not reasonably within the scope of the financial advisory or investment banking services contemplated by this Agreement.

4. **Nature of Engagement**. In order to facilitate Virentium's efforts to effect a Transaction, during the Term, the Company shall not authorize any other party to act on the Company's behalf with respect to any Transaction.

5. **Fees.** In consideration for the services described above, Virentium shall be entitled to receive, and the Company agrees to pay Virentium, the following compensation:

(i) **Transaction Fees.**

If the Company consummates a financing Transaction with a Target or Investor originally contacted by Virentium, the Company shall pay to Virentium a fee (the "Financing Transaction Fee") as follows:

(i) For the portion of the Transaction involving a Senior Debt Financing, a cash Financing Transaction Fee of 3.25% of the applicable Consideration (as defined in Exhibit A), payable to StillPoint by wire transfer at the closing of the Transaction;

(ii) For the portion of the Transaction involving a Mezzanine Financing, a cash Financing Transaction Fee of 5.25% of the applicable Consideration, payable to StillPoint by wire transfer at the closing of the Transaction; and

(iii) For the portion of the Transaction involving Equity Securities, a Financing Transaction Fee comprised of:

(1) A cash fee of 5.25% of applicable Consideration, payable to StillPoint by wire transfer at the closing of the Transaction.

(iv) **Multiple Closings**. In the event there are multiple partial closings prior to the final closing of the Transaction, the Company shall pay StillPoint a pro-rata portion of the cash portion of the Financing Transaction Fee and shall issue to StillPoint, or its designees, a pro-rata portion of the Warrants as soon as is practicable after each such closing.

(ii) **Fee Obligation**. Virentium shall be entitled to the fees set forth in this Paragraph 5 with respect to any Transaction consummated during the Term, or within two years after the date of termination or expiration of this Agreement if such Transaction is consummated with a Target or Investor contacted by Virentium. All cash and non-cash compensation must be paid directly to the entity StillPoint Capital LLC pursuant to instructions to be provided.

(iii) **Other**. In the event that any portion of the Transaction(s) includes instruments or arrangements not contemplated by this Agreement, then the Company agrees to negotiate with Virentium in good faith the amount of fees that will be due Virentium under such circumstances. No fee payable to any other financial advisor by the Company or any other company in connection with the subject matter of this engagement shall reduce or otherwise affect any fee payable hereunder to Virentium. All fees due to Virentium hereunder shall have no offsets, are non-refundable and non-cancelable.

6. **Right of First Refusal.** In the event the Company determines, at any time during the two-year period following the end of the Term, that it will require the services of an investment banker, financial advisor or similar professional in connection with a fairness opinion, valuation, recapitalization, capital raise, sale, business combination or similar transaction, Virentium shall have the exclusive right to provide such services assuming the key terms and conditions of a proposal by Virentium are substantially similar to such key terms and conditions provided by a qualified third party professional.

7. **Additional Agreements.** Where appropriate, in connection with a financing Transaction, the parties will enter into a separate placement agreement or other agreement which shall include, among other things, appropriate representations by the parties, and advances for legal fees. In the event that the Company requests Virentium to provide services exceeding the scope contemplated by this Agreement, the parties will discuss in good faith the fees associated with such services.

8. **Reimbursement of Expenses**. In addition to the fees described in Paragraph 5 above, the Company agrees to reimburse Virentium promptly, upon request from time to time, for all reasonable, out-of-pocket expenses incurred by Virentium (including travel, databases, fees and disbursements of counsel, and of other consultants and advisors retained by Virentium, etc.) in connection with the matters contemplated by this Agreement. Virentium will notify the Company

of any expenses that is greater than $500, except for legal fees, whereby the Company agrees to pay up to $5,000 for legal fees incurred by Virentium with regards to any legal fees incurred due to review of the Information Memorandum to be issued by the Company to potential Investors.

9. **Potential Conflicts.** Given Virentium's business as a financial advisor to cannabis and cannabis related companies, the Company acknowledges that Virentium may have other clients that directly competes with the Company both with regards to industry and opportunities.

We look forward to formalizing our business relationship. If the foregoing and the attached Exhibit A correctly set forth our agreement, please execute the enclosed copy of this letter in the space provided and return it to us.

Very truly yours,

VIRENTIUM ADVISORS LLC

By:
Name: William V. Murray III
Title: Managing Partner

STILLPOINT CAPITAL, LLC

By:
Name: Amy Cross
Title: CEO

Confirmed and agreed to this 12 day of May, 2015

NORTH COUNTRY ROOTS, INC.

By:
Name: Doug Butdorf
Title: President

EXHIBIT A

(A) **Consideration**

In the event of a Senior Debt Financing or a Mezzanine Financing, "Consideration" shall mean, for the purposes of this Agreement, the gross principal amount of such financing together with any financial arrangements, financial instruments, financial accommodations, equity or other fees or compensation of any nature paid to or received by the Investors. In the event of a Transaction involving Equity Securities, Consideration shall mean, for the purposes of this Agreement, the total gross consideration paid to the Company in the Transaction and/or any holders of the Company's equity securities being acquired in the Transaction, including any amounts to be paid upon the exercise of any securities issued in connection with the Transaction; provided, however, that such amounts shall only be deemed to have been paid when such securities are actually exercised and any financial arrangements, financial instruments, financial accommodations, equity or other fees or compensation of any nature are paid to or received by the Investors.

(B) **Representations of the Company.** The Company hereby represents and warrants that any and all information supplied hereunder to Virentium in connection with any and all services to be performed hereunder by Virentium for and on behalf of the Company shall be, to the best of the Company's knowledge, true, complete and correct as of the date of such dissemination and shall not fail to state a material fact necessary to make any of such information not misleading. The Company hereby acknowledges that the ability of Virentium to adequately provide services as described herein is dependent upon the prompt dissemination of accurate, correct and complete information to Virentium. The Company further represents and warrants hereunder that this Agreement has been duly and validly authorized by all requisite corporate action; that the Company has the full right, power and capacity to execute, deliver and perform its obligations hereunder; and that this Agreement, upon execution and delivery of the same by the Company, will represent the valid and binding obligation of the Company enforceable in accordance with its terms. The representations and warranties set forth herein shall survive the termination or expiration of this Agreement. Virentium shall have the benefit of, and shall be an intended third party beneficiary of, the identical representations and warranties provided to an Investor(s) in a securities purchase agreement or similar document entered into in connection with a Transaction.

In addition, to the above representations, The Company further represents that it is in compliance with the Cole Memo, issued August 29, 2013, to the following items:

- Preventing the distribution of marijuana to minors;
- Preventing the revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
- Preventing the diversion of marijuana from states where it is legal under state laws in some for to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
- Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

(C) **Indemnification**. The Company hereby agrees to indemnify and hold Virentium, its officers, directors, principals, employees, affiliates, shareholders and members, and their successors and assigns, harmless from and against any and all loss, claim, damage, liability, deficiencies, actions, suits, proceedings, costs

and legal expenses or expense whatsoever (including, but not limited to, reasonable legal fees and other expenses and reasonable disbursements incurred in connection with investigating, preparing to defend or defending any action, suit or proceeding, including any inquiry or investigation, commenced or threatened, or any claim whatsoever, or in appearing or preparing for appearance as witness in any proceeding, including any pretrial proceeding such as a deposition) (collectively, "Losses") arising out of, based upon, or in any way related or attributed to (i) any breach of a representation, warranty or covenant by the Company contained in this Agreement or (ii) any activities or services performed hereunder by Virentium, unless it is finally judicially determined in a court of competent jurisdiction that such Losses were the primary and direct result of the intentional misconduct or gross negligence of Virentium in performing the services hereunder.

If Virentium receives written notice of the commencement of any legal action, suit or proceeding with respect to which the Company is or may be obligated to provide indemnification pursuant to this Section (C), Virentium shall, within thirty (30) days of the receipt of such written notice, give the Company written notice thereof (a "Claim Notice"). Failure to give such Claim Notice within such thirty (30) day period shall not constitute a waiver by Virentium of its right to indemnity hereunder with respect to such action, suit or proceeding. Upon receipt by the Company of a Claim Notice from Virentium with respect to any claim for indemnification which is based upon a claim made by a third party ("Third Party Claim"), the Company may assume the defense of the Third Party Claim with counsel of its own choosing, as described below. Virentium shall cooperate in the defense of the Third Party Claim and shall furnish such records, information and testimony and attend all such conferences, discovery proceedings, hearings, trial and appeals as may be reasonably required in connection therewith. Virentium shall have the right to employ its own counsel in any such action. The Company shall not satisfy or settle any Third Party Claim for which indemnification has been sought and is available hereunder, without the prior written consent of Virentium, which consent shall not be delayed and which shall not be required if Virentium is granted a release in connection therewith. The indemnification provisions hereunder shall survive the termination or expiration of this Agreement.

The Company further agrees, upon demand by Virentium, to promptly reimburse Virentium for, or pay, any Loss as to which Virentium has been indemnified herein with such reimbursement to be made currently as any Loss is incurred by Virentium. Notwithstanding the provisions of the aforementioned indemnification, any such reimbursement or payment by the Company of fees, expenses, or disbursements incurred by Virentium shall be repaid by Virentium in the event of any proceeding in which a final judgment (after all appeals or the expiration of time to appeal) is entered in a court of competent jurisdiction against Virentium based solely upon its gross negligence or intentional misconduct in the performance of its duties hereunder, and provided further, that the Company shall not be required to make reimbursement or payment for any settlement effected without the Company's prior written consent (which consent shall not be unreasonably withheld or delayed).

If for any reason the foregoing indemnification is unavailable or is insufficient to hold Virentium harmless, the Company agrees to contribute the amount paid or payable by Virentium in such proportion as to reflect not only the relative benefits received by the Company, as the case may be, on the one hand, and Virentium, on the other hand, but also the relative fault of the Company and Virentium as well as any relevant equitable considerations. In no event shall Virentium contribute in excess of the fees actually received by it pursuant to the terms of this Agreement.

For purposes of this Agreement, each officer, director, shareholder, member, and employee or affiliate of Virentium and each person, if any, who controls Virentium (or any affiliate) within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, shall have the same rights as Virentium with respect to matters of indemnification by the Company hereunder.

(D) **Confidentiality.** Virentium agrees that all non-public information pertaining to the prior, current or contemplated business of the Company is valuable and confidential assets of the Company. Such information shall include, without limitation, information relating to customer lists, bidding procedures,

intellectual property, patents, trademarks, trade secrets, financing techniques and sources and such financial statements of the Company as are not available to the public. Virentium, its officers, directors, employees, agents and members shall hold all such information in trust and confidence for the Company and shall not use or disclose any such information for other than the Company's business. Such confidentiality does not apply (i) where such information is publicly available or later becomes publicly available other than through a breach of this Agreement, (ii) where such information is subsequently lawfully obtained by Virentium from a third party or parties (iii) if such information is known to Virentium prior to the execution of this Agreement or (iv) as may be required by law.

(E) **Independent Contractor.** It is expressly understood and agreed that Virentium shall, at all times, act as an independent contractor with respect to the Company and not as an employee or agent of the Company, and nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation, or like relationship, between the parties. It is specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship and that Virentium shall have no right to bind the Company in any manner. In no event shall either party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.

(F) **Amendment.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is evidenced by a written instrument, executed by the party against which such modification, waiver, amendment, discharge, or change is sought.

(G) **Notices.** All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or transmitted by facsimile transmission or on the third calendar day after being mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the addresses herein above first mentioned or to such other address as any party hereto shall designate to the other for such purpose.

(H) **Entire Agreement.** This Agreement contains all of the understandings and agreements of the parties with respect to the subject matter discussed herein. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect.

(I) **Severability.** The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

(J) **Construction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regards to its principles of conflicts of laws. The Company hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of New York in connection with any action, suit or proceeding under, arising out of or otherwise relating to this Agreement, and waives any objection or defense that it may have to the laying of such venue.

(K) **Binding Nature.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

(L) **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile signatures, which shall be deemed as original signatures. All executed counterparts shall constitute one Agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

(M) **Attorneys' Fees and Court Costs.** If any party to this Agreement brings an action, directly or indirectly based upon this Agreement or the matters contemplated hereby against the other party, the prevailing party shall be entitled to recover, in addition to any other appropriate amounts, its reasonable costs and expenses

in connection with such proceeding, including, but not limited to, reasonable attorneys' fees and expenses and court costs.

(N) **Computer Virus.** During the course of this engagement, Virentium may exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, the technology community is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Virentium takes the issues raised by these viruses seriously and has invested in document and email scanning software that identifies and rejects files containing known viruses. Virentium also updates its system with the software vendor's most current releases at regular intervals.

By utilizing this virus scanning software, Virentium's system may occasionally reject a communication you send. Virentium in turn may send you something that is rejected by your system. This infrequent occurrence is to be expected as part of the ordinary course of business.

Because the virus protection industry is generally one or two steps behind new viruses, Virentium cannot guarantee that its communications and documents will always be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although Virentium believes its virus protection measures are excellent, it can make no warranty that its documents will be virus free at all times.

Please inform Virentium immediately in the event a virus enters your company's system via any electronic means originating from Virentium. Through cooperative efforts, disruption to communications can be minimized.

(O) **Information Disclosure.** Virentium may disclose any information when it is believed necessary for the conduct of its business, or where disclosure is required by law. For example, information may be disclosed for audit or research purposes, or to law enforcement and regulatory agencies to do such things as prevent fraud. Information may also be disclosed to affiliates as well as to others that are outside Virentium. Virentium may make other disclosures of Information as permitted by law.

(P) **No Fiduciary Duties.** The Company represents that it is a sophisticated business enterprise that has retained Virentium for the limited purposes set forth in this Agreement, and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims any intention to impose fiduciary obligations on the other by virtue of the engagement contemplated by this Agreement.

(Q) **USA Patriot Act.** If necessary, the Company agrees to provide Virentium with information and supporting documentation to enable Virentium to comply with the requirements under Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA Patriot Act") (Public Law 107-56).

(R) **Marketing.** Virentium shall have the ability to publicize (i.e., use of the Company logo in its marketing materials) its role in providing the Company with the services noted herein.

EXHIBIT E

NORTH COUNTRY ROOTS

Established in 1985
AEDA
Architectural &
Engineering
DESIGN
Associates P.C.

March 9, 2015

Mr. Doug Butdorf
North Country Roots, Inc.
64 Trafalgar Drive
Plattsburgh, NY 12901

Dear Mr. Butdorf,

Architectural & Engineering Design Associates, P.C. (AEDA) is pleased to provide this proposal for architectural and engineering services for the renovation/modifications to a 22,400 sq.ft. space that you will be leasing in the Imperial Industrial Park. Based on our meetings, I have generally defined the scope of work for the project as follows:

- New office space for staff.
- New break and restroom areas.
- Secure loading dock area that will require a small building addition.
- Maximized space layout for pre-engineered growing facilities.
- Maintenance/Storage area
- Upgrade/Extension of existing utilities to serve the space.

See the attached sketch of the proposed space provided dated February 3, 2015.

It is anticipate that plans will be required to satisfy NYS Department of Health facility approval and City of Plattsburgh building permit approvals. AEDA offers the following design services:

Preliminary Design Services:

A preliminary design package is required to secure NYS approval/funding of the proposed facilities. This package will include:

- Review of existing plans/documents
- Preliminary site plan for load dock addition
- Preliminary floor plans
- Outline specification for proposed improvements
- Coordination with the Owner selected Contractor for cost estimates.

AEDA proposes to provide architectural/engineering design services to complete all tasks/items outlined above for the lump sum fee of Eight Thousand Eight Hundred Dollars ($8,800.00).

Final Design Services:

Once NYS approval/funding has been received AEDA will provide the following plan package for construction:

- Development of the following plans:
  - Title Sheet – Code Review
  - Architectural Plans – Life Safety & Renovation
  - Mechanical/Plumbing (Coordinated with your Contractor)
  - Electrical Plan (Coordinated with your Contractor).
- Coordination with Owner/Contractor to finalize plans.
- Consolidation of all plans into a complete submission package to the City for Building Permit.

AEDA proposes to provide architectural/engineering design services to complete all tasks/items outlined above for the lump sum fee of Twenty Three Thousand Two Hundred Dollars ($23,200.00).

Note that our proposal specifically excludes any work associated with Site planning/permitting, NYSDEC SWPPP permitting (not anticipated), environmental or archeological survey/inspection services, facility operational permits, Sprinkler system design, ALTA or property surveys, traffic impact studies, soil borings or evaluations/geotechnical reports, pre-demolition building inspection, technical specifications and bidding/administrative services. AEDA can provide any of these services should they become necessary either with our own staff or through other local consultants with whom we work regularly. In addition, the proposal also excludes all permit/review fees associated with the project. All such fees will be paid for directly by the Owner at the time of submission.

Attached please find the AEDA "standard form of agreement for professional services". If you find this proposal and agreement acceptable please sign and return one copy of the agreement with a retainer in the amount of $500.00 and we can begin the work.

Thank you for the opportunity to provide this proposal. Should you have any questions, please feel free to contact me.

Sincerely,

James Abdallah

James A. Abdallah, P.E.
Vice President

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

work, or any others acts of the CLIENT'S or any other Federal, State or local government agency, or any other cause beyond AEDA'S reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of AEDA as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, AEDA shall be paid for all services rendered to the date of termination as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay AEDA within thirty (30) days of receipt of an invoices shall be considered such a substantial failure, In the event of a substantial failure on the part of the CLIENT, AEDA in addition to the right to terminate set forth in the paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of AEDA in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. INDEMNIFICAITON: CLIENT shall indemnify, defend and hold AEDA harmless for any and all loss, cost, expense, claim, damage, or liability, of any nature arising from (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by AEDA or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by AEDA'S own negligence.

8. LITIGATION: Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. REPLACEMENT OF SURVEY STAKES; AEDA, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time and material basis. It will be the CLIENT'S responsibility to provide adequate protection of the stakes against their own negligence of those working for or with them and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT'S responsibility to protect said stakes until such time as construction takes place..

10. OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY: The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of AEDA'S field representative will be for the purpose of providing observation and field testing. Under no circumstances is it AEDA'S intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of AEDA'S field representative as the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contactor should be informed that neither the presence of AEDA'S field representative nor observation and testing personnel shall excuse the contractor in any way for effects discovered in their work. It is understood that AEDA will not be responsible for job or site safety on the project.

11. RESTRICTIONS ON USE OF REPORTS: It shall be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT'S sole risk and responsibility.

12. LIMITATIONS OF CONSULTANT'S LIABILITY: The CLIENT agrees to limit AEDA'S liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to AEDA'S professional negligent acts, errors or omission, such that the total aggregate liability of AEDA to those named shall not exceed fifty thousand dollars ($50,000.00) or 50% of AEDA'S total fee for services rendered on this Project, whichever is the greater.

13. CONTROLLING LAWS: The Agreement is to be governed by the Laws of the State of New York.

14. INSURANCE: AEDA shall procure and maintain throughout the period of this Agreement, at AEDA'S own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal Laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. AEDA shall not be responsible for any loss, damage or liability beyond the amount, limits and conditions of such insurance.

15. SUCCESSORS AND ASSIGNS: Neither CLIENT nor AEDA shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

16. ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parts hereto arising out of or relating to this Agreement or breach thereof may, at the option of AEDA be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the Town of Plattsburgh, Clinton County, New York

17. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as stated in the Agreement.

18. RIGHT OF ENTRY: The CLIENT will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. AEDA will take all reasonable precautions to minimize damage to the property. It is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

19. UTILITIES: In the prosecution of our work, AEDA will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold AEDA harmless for any damages to subterranean structures and utilities.

20. STANDARD OF CARE: Services performed by AEDA under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied is made.

(SHORT FORM)

This is an Agreement made as of March 9, 2015 between North Country Roots, Inc.

of c/o-Doug Butdorf, 64 Trafalgar Drive, Plattsburgh, NY 12901 which is a Private Client (Hereinafter called the CLIENT), and Architectural & Engineering Design Associates P.C., 1246 State Rt. 3, P.O. Box 762, Plattsburgh, NY 12901, which is a professional corporation registered in the State of New York (hereinafter called AEDA.)

A. CLIENT and AEDA, for the mutual consideration hereinafter set forth, agree as follows: See attached proposal letter dated March 9, 2015

B. CLIENT agrees to pay AEDA as compensation for services as follows: See attached proposal letter March 9, 2015

Any additional services requested and/or expenses "excluded" shall be billed for against the AEDA Fee Schedule attached to the agreement.

C. CLIENT agrees to pay AEDA a retainer with this Agreement of $500.00.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.5% compounded monthly (annual rate of 18%) or the highest rate allowable under applicable State Law, whichever is higher.

D. CLIENT shall furnish the following: Any existing plans available for the building/site, property survey and mapping.

E. This Agreement includes the Standard Terms and Conditions shown below and on the back of this document and are incorporated herein by this reference.

F. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

AGREED TO:

North Country Roots, Inc.
(Client's Name)

BY: Doug Butdorf

(Authorized Signature/Date)

TITLE: President

(Authorized Signature/Date)

TITLE:

AGREED TO:

Architectural & Engineering Design Assoc. PC

BY: James A. Abdallah, P.E.

(Authorized Signature/Date)

TITLE: Vice President

STANDARD TERMS & CONDITIONS OF AGREEMENT

1. EXTRA WORK: Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof.

2. OWNERSHIP OF DOCUMENTS: All tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of AEDA unless otherwise provided by law. CLIENT shall not use such items on other projects without AEDA'S prior written consent. AEDA shall not release CLIENT'S data without authorization.

3. LIMITATIONS OF COST ESTIMATES: Any estimate of the cost of the project services or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. APPROVAL OF WORK: The work performed by AEDA shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 15 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. DELAY: Any delay, default or termination in or of the performance of any obligations of AEDA under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove AEDA'S work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of AEDA'S

RENOVATION/REHABILITAION OF EXISITNG BUILDINGS: Where the work involves remodeling and /or rehabilitation of an existing building, CLIENT agrees that certain assumptions must be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees that, except for negligence on the part of AEDA, CLIENT will hold harmless, indemnify and defend AEDA from and against any and all claims arising out of the professional services provided under this Agreement.

EMPLOYEE RETENTION: CLIENT agrees not to hire or solicit for employment, for themselves or others, the ENGINEER'S employee during the term of this agreement and for a period of one year thereafter.

ASBESTOS AND HAZARDOUS WASTE: Where the work involves asbestos and /or hazardous wastes, CLIENT agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. AEDA will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and / or the general public. Such responsibility for safely measures is and shall remain that of the contractor. CLIENT agrees that, except for claims and damages arising from negligent acts, errors or omissions of AEDA, CLIENT will hold harmless, defend and indemnify ADEA form all claims, suits, expenses or damages arising form or allege to arise form exposure to or inhalation of asbestos, asbestos fibers or hazardous waste.

Nothing in this Agreement shall impose liability on AEDA for claims, lawsuits, expenses of damages arising form, or in any manner related to, the exposure to or the handling, manufacture of disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

SIESMIC DESIGN: If the project is located in New York State, it will be designed in accordance with the structural requirements of the Building code of New York State.

Otherwise, the structure will have some seismic resistance, however, seismic design will not be incorporated in the structural design of the project unless specifically requested by CLIENT as an additional service.

CONSTRUCTION PHASE SERVICES: Where AEDA'S services do not include review or site observation of the contractor's work and performance, CLIENT agrees to defend, indemnify, and hold harmless AEDA from any claim or suit whatsoever, including, but limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance of the failure of the contractor's work to conform to the design intent and the contract documents. AEDA agrees to be responsible for its own sole negligent acts, errors or omissions.

- END OF AGREEMENT -

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

2014 FEE SCHEDULE

HOURLY RATES

• Licensed Professional Engineer	$100.00/hr
• Registered Architect	$100.00/hr
• Project Engineer	$ 85.00/hr
• Intern Architect	$ 75.00/hr
• Project Manager	$ 65.00/hr
• Clerical staff	$ 35.00/hr

EXPENSES

• 24" x 36" Plotter bond B&W	$4.00/page
• 24" x 36" Plotter bond Color	$36.00/page
• 24" x 36" Plotter Mylar	$15.00/page
• 11" x 17" Plotter bond B&W	$1.00/page
• 11" x 17" Plotter bond Color	$2.00/page
• Photo copies	$.10/page
• File Plot to bond (File from Others)	$15.00/page
• File Scan to disk	$10.00 + Labor
• Phone calls	Invoice Cost
• Postage	Invoice Cost
• UPS or overnight charges	Invoice Cost
• Consultants	Invoice Cost
• Mileage	$.60/mile

** All final invoices of hourly rates and expenses will be subject to a 5% overhead and 5% profit markup.

1246 Rt. 3, P.O. Box 762, Plattsburgh, N.Y.12901
t - 518.562.1800 f - 518.562.1702 e - jaa@aedapc.com

EXHIBIT F

Marketing + Creative Services

Work Agreement

North Country Roots

April 2, 2015

PREPARED FOR:

Doug Butdorf

President

518-966-6277 • butdorf@northcountryroots.com

adworkshop.

AN EMPLOYEE-OWNED COMPANY

44 Hadjis Way, Cold Brook Plaza

P.O. Box 645, Lake Placid, New York 12946

518.523.3359 • www.adworkshop.com

Creative Design & Production

To assist North Country Roots in its application for a New York State Medical Marijuana Dispensary license, Adworkshop will design a strong and distinct corporate logo, a series of product logos and help package the NYS application in a professional and creative layout.

CORPORATE LOGO

Adworkshop will facilitate and execute the development of a corporate logo for North Country Roots. The logo development will include:

- Research and creative brief
- Up to three creative concepts presented to client
- Layout and design with up to two rounds of revisions of one selected concept
- Digital files created in both color and black and white versions in .ai, .jpg, .pdf and .png. will be provided at project completion

PRODUCT LOGOS

Adworkshop will also prepare separate logos for each of the four products (i.e. strains) that North Country Roots is producing. These product logos will be consistent with the corporate logo and client-provided branding guidelines.

- Two creative concepts for each product presented to client
- Layout and design with up to two rounds of revisions of one selected concept
- Digital files created in both color and black and white versions in .ai, .jpg, .pdf and .png. will be provided at project completion

LOGO DEVELOPMENT ..... $6,000-$8,000

NYS LICENSURE APPLICATION

Adworkshop will assist North Country Roots in the preparation of their application for a New York State Medical Marijuana Dispensary license. North Country Roots will provide Adworkshop with a completed application in Word document written by their medical writer and consistent with their branding guidelines, that will include all graphic design, images and content. Adworkshop will design and layout the documents that North Country Roots will submit to New York State to obtain its license. This work will include:

- Design and layout of an application that may be 200 pages or more and include 30 separate documents
- Design of infographics and other graphic design elements
- Copyediting and brand consistency review of application packet
- Final production of application in PDF, printed and digital versions
- Printing and binding of application packet

APPLICATION DESIGN & PRODUCTION .....$10,000-$12,000

PRINTING ..... STARTING AT $50 EACH

- Price is per application packet and depends on length of document, binding option and paper size.

Strategic Consulting Services

STRATEGIC MARKETING PLAN

Once North Country Roots is licensed, it will need to pursue an aggressive marketing campaign to communicate its core messages, including its patient-centered approach, to target audiences, principally physicians and patients. Based on the branding guidelines provided by North Country Roots and the research and analysis that Adworkshop conducts, Adworkshop will develop a strategic marketing plan that will include the following:

- Short and long-term business goals
- Core messages
- Target audiences
- SWOT analysis (compilation of research describing ways to build on strengths, how to overcome challenges and what product developments will help overcome market shortcomings)
- Marketing strategy & tactics

MARKETING PLAN DELIVERABLES

Our goal for the strategic marketing plan is to give you a comprehensive analysis and provide recommendations so that you can execute a smarter strategy with specific tactics, practices and priorities. For example, recommendations may include paid digital media, email marketing, social media, and suggestions for working with the North Country Roots team. The deliverables will include a detailed marketing plan, as well as a "quick-glance" version summarizing the high-level strategy and plan.

STRATEGIC MARKETING PLAN .....$7,000-$8,000

STRATEGIC COMMUNICATIONS PLAN

Adworkshop will develop a strategic communications plan for North Country Roots to be implemented once a New York State license has been granted. Building on the strategic marketing plan the strategic communications plan will outline the business goals, target audiences, core messages, and strategic communication tactics to effectively reach target audiences and achieve business goals. The strategic communications plan will include the following key aspects:

- Internal and external communication process and protocols
- Message map
- Crisis communication
- Public relations strategy
- Social media strategy

This will incorporate an analysis of the media landscape surrounding medical marijuana dispensaries in New York State, recommendations for establishing protocols and processes for external and internal communication, and specific communication tactics on conveying the core messages of North Country Roots to its target audiences.

MESSAGE MAP

The message map distills the quantitative aspects of your brand into a qualitative format to help break through the clutter and convey your message to your target audiences in a meaningful way. This document contains the written "core message" that becomes the foundation for all of your brand communications and sub-messages, which are laid out in a map-like format. The message map will be completed in both print and electronic formats and will provide the solid foundation for future communications by reinforcing messaging and for all collateral and documentation materials going forward, from public relations to website content.

STRATEGIC COMMUNICATIONS PLAN .....$5,000-$6,000

Template-based Website

Adworkshop will develop a new template based website with a modern CMS framework using responsive design to support a range of screen sizes including desktops, tablets and smartphones. The website will offer options and opportunities that provide user friendly website administration and superior visitor experience. This investment will enable you to keep content current, showcase services, and in the long term reduce your website content update costs. The CMS will also provide the tools to assist with search engine optimization (SEO) efforts and being found on the web.

The new website will include the following features and components:

- Modern CMS framework which can support future upgrades if requirements evolve
- Responsive design to support a range of screen sizes (smartphones, tablets, etc.)
- Predefined template based layout
- Predefined functionality including:
  - Featured photos
  - Photo galleries
  - Menu system
  - Promoted content
  - Visitor email collection
  - On site search
  - Directions
  - Analytics tracking
  - Contact form
  - SPAM protection
- Presentation (color palette, fonts, overall appearance) will be configured based on provided logo and branding guidelines
- Design flat provided with up to 2 revisions.
- Training guide and training consultation

The new template based website is not a custom design and development therefore the following features are not included as part of this project:

- Upfront marketing consultation and / or research
- Custom CMS framework / theme or design
- Custom development work / functionality (3rd party API integration, ecommerce, etc.)
- Ongoing marketing assessments (analytics, usability, etc.)
- Content development and asset management

ADAPTIVE WEBSITE WITH CMS $5,000

Fee Summary

LOGO DEVELOPMENT .....$6,000-$8,000

APPLICATION DESIGN & PRODUCTION.....$10,000-$12,000

PRINTING..... STARTING AT $50 EACH

- Price is per application packet and depends on length of document, binding option and paper size.

STRATEGIC MARKETING PLAN .....$7,000-$8,000

STRATEGIC COMMUNICATIONS PLAN .....$5,000-$6,000

ADAPTIVE WEBSITE WITH CMS $5,000

TOTAL ESTIMATE.....$33,000-$39,000

Terms of Service

The following are the terms of service between Lake Placid Advertiser's Workshop "Adworkshop" and North Country Roots "Client" as defined in the work agreement.

CLIENT PARTICIPATION AND MODIFICATION

Client acknowledges that Client's active participation and cooperation with Adworkshop in this process is necessary to achieve a timely and satisfactory result. Client acknowledges that its participation in the development process may include modifications to the specifications. Client agrees that any such modifications that it agrees to are binding and part of this work agreement.

CHANGE ORDERS

Once this work agreement is in place, any change in the scope of the project will follow a change order process. A change order can affect the project timeline, placements and the budget. All change orders must be in writing and signed by authorized representatives of both parties.

BUDGET

Adworkshop shall make reasonable efforts to adhere to the budget set forth above. Adworkshop shall notify Client if the cost of services based on a change in scope shall exceed budget. In such event we shall discuss Adworkshop's progress and the anticipated cost overrun. We will communicate and work to revise the specifications or modify the fee.

FEES AND BILLING

Client shall pay Adworkshop for all time expended and as agreed upon in the contract for services specified and for all third-party expenses accrued by Adworkshop on Client's behalf.

a

INVOICES / PAYMENT TERMS LATE PAYMENT

The standard payment term for projects is monthly, or Net 30. Payment is expected within 30 days. There will be a 1.5% interest charge per month, or 18% annually, on late invoices.

RUSH FEES

In any instance where Client requests services to be performed in significantly less time than set out in the timetable, Adworkshop may in its discretion impose a rush premium on any services expended in meeting such a shortened timetable. If rush is required, Adworkshop will notify Client before imposing any additional fee.

FUTURE WORK

New work outside of the scope of work for the project shall not be subject to the terms of this work agreement. Such new work or subsequent projects shall be defined according to specifications, prices and timetables set out in additional proposals or specifications.

By signing this work agreement we acknowledge and agree upon the services and terms as written.

Doug Butdorf
President
North Country Roots

4/17/15
Date

Wendy Knight
Senior Managing Director
Adworkshop

4/21/15
Date

EXHIBIT G

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 30th day of April, 2015.

BETWEEN

North Country Roots, Inc. of 64 Trafalgar Dr., Plattsburgh, New York
(the "Customer")

- AND -

Meribeth Felt
(the "Consultant").

BACKGROUND:

A. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Customer.

B. The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Consultant to provide the Customer with services (the "Services") consisting of:

    - Prepare quality assurance plans and standard operating procedures including product complaints, product returns, record keeping, deviations and corrective

actions, etc. Ensure plans and standard operating procedures comply with state regulations.

2. The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. For the services rendered by the Consultant as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Consultant of $25.00 per hour. The consultant will not exceed 100 hours on above described services without agreement in writing with the Customer.

7. The Compensation will be payable upon completion of the Services.

Additional Compensation

8. In addition to the Compensation, the Consultant will be entitled to the following additional compensation for performing the Services:

- A success incentive of an additional 25 dollars per hour spent over the course of the engagement will be paid upon licensure as a Registered Organization under New York State Medical Marihuana program.

Provision of Extras

9. The Customer will not provide any resources, assistance or extras for use by the Consultant in providing the Services.

Confidentiality

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

11. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

12. All written and oral information and material disclosed or provided by the Customer to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Ownership of Materials and Intellectual Property

13. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.

14. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Customer. The

Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

15. Upon the expiry or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

    a. North Country Roots, Inc.
    64 Trafalgar Dr.
    Plattsburgh, New York, 12901
    Fax: (_____) _____-_____
    Email: gosrich@northcountryroots.com

    b. _____
    _____
    _____, _____,
    _____
    Fax: (_____) _____-_____
    Email: _____

or to such other address as any Party may from time to time notify the other.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

20. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

22. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

24. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

25. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 30th day of April, 2015.

North Country Roots, Inc. (Customer)

Per: _____ (SEAL)

_____ (Consultant)

EXHIBIT H

DAVID G. BUSHEY, CPA

April 3, 2015

To the Board of Directors
North Country Roots, Inc.
Plattsburgh, NY 12901

We are pleased to confirm our understanding of the services we are to provide for North Country Roots, Inc. for the four and one-half months ended May 15, 2015.

We will audit the financial statements of North Country Roots, Inc., which comprise the balance sheet as of May 15, 2015 and the related statements of operations and retained earnings, and cash flows for the four and one-half months then ended.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of North Country Roots, Inc.'s financial statements. Our report will be addressed to the management and those charged with governance of North Country Roots, Inc. We cannot provide assurance that an unmodified will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representation from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly panned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

Management Responsibilities

You agree to assume all management responsibilities for any other nonattest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the company from whom we may determine it necessary to obtain audit evidence.

Your responsibilities include 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 latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Engagement Administration, Fees, and Other

We understand that your employees will prepare work papers and schedules as that we request and will locate any documents selected by us for testing.

Rick N. Martindale, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Our fee will be $2,500 plus incurred expenses for performing all of the aforementioned services. Please note that our invoices are due upon receipt and will begin to accrue interest at one and one-half percent per month after thirty days. Interim bills may be submitted at periodic dates to cover charges and expenses incurred.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MARTINDALE KEYSOR & CO., PLLC

Rick N. Martindale, CPA

APPROVED:
North Country Roots, Inc.

Management Signature: Doug Bubloff
Title: President + CEO
Date: 5-10-15

Governance Signature: Eduardo Suarez
Title: V.P., Treasurer
Date: 5/10/15

EXHIBIT I

North Country Roots Inc.
Attn: Doug Butdorf
64 Trafalgar Drive
Plattsburgh, NY 12901

November 14, 2014

Dear Doug,

This memorandum describes our quote to start the design and build of your technology systems.

The goods and services will cost:

Five hundred dollars ……..…… $500.00

The goods included in this quote are:

- Background of Kimmel Services and its ability to deliver this project – *delivered 11-14-14*
- Sketch/drawing outlining basic function of systems
- Sketch/drawing of basic footprint of grow facility
- Sketch/drawing of basic footprint of retail facility
- System specification highlights – Draft
- Timelines
- Proposal of project phases for approval
- Sample Schedule of Values

The services included in this quote are:

- Consultation with owner as requested
- Consultation with potential investors as requested
- Consultation with other parties at owner's request

This quote is designed to start the process. It will give the owner enough information to induce potential investors and partners. It will also give a broad overview of the project and provide a basic framework by which subsequent phases and activities can take shape. This is not intended to serve as a building submittal document. Nor is it intended to be the sole document to use as a formal submittal to the State for the purpose of gaining approval as one of the authorized facilities or entities.

The foregoing will commence upon payment in full.

Thank you for considering Kimmel Services.

Sincerely,

David John Kimmel
President
dkimmel@kimmelservices.com
http://www.kimmelservices.com

Form DOH-5146 Appendix B

NORTH COUNTRY ROOTS

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B: Architectural Program

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

COMPANY INFORMATION	
Business Name:	North Country Roots, Inc., Attn: Doug Butdorf, butdorf@northcountryroots.com
Facility Type:	Manufacturing Facility ☑ Dispensing Facility ☐
Use and Occupancy Classification:	Business (B) Lab., testing, research & Offices Factory Industrial (F-1) Mod. Haz.-Hemp Products
Building Construction Type and Classification:	Type IIB Non-Combustible
Facility Address:	Imperial Industrial Pk, Section S-1, P-A & B, 22 Powerdam Way, Plattsburgh, NY 12901
Primary Contact Telephone number:	(518) 966-6277
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
☐	TOWN BOARD APPROVAL
☐	PLANNING BOARD APPROVAL
☐	ZONING BOARD OF APPEALS APPROVAL
☑	PREPARATION OF CONSTRUCTION DOCUMENTS
☑	BUILDING PERMIT
☑	BIDDING PHASE
☑	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
☑	COMMENCEMENT OF CONSTRUCTION
☑	COMPLETION OF CONSTRUCTION

NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as
a Registered Organization

Appendix B – Architectural Program

PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

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

Engineering Systems:
☑ Heating System: Type Steam, Size Existing Efficiency Existing,
Ventilation Requirements _____
☐ Cooling System: Type Elec., Size Existing Efficiency Existing,
Ventilation Requirements _____
☑ Ventilation & Humidification Systems:
Type Existing, Size Existing, Efficiency Existing,
Ventilation Requirements _____
☑ Electrical Distribution Available 2000A 480V 3P
☑ Water Supply: Municipal Water Service X or Private Well Water _____
☑ Sewage: Municipal Sewer System X or Private Septic System _____
☑ Emergency Power System:
Type Gen., Size TBD Efficiency _____,

Medical Marijuana Program
Application for Registration as
a Registered Organization

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 ☐ Repair ☐ Alteration Level 1 ☑ Alteration Level 2	☐ Alteration Level 3 ☐ Change of Occupancy ☐ Addition ☐ Historic Building	☑ Demolition ☐ Chapter 3. Prescriptive Compliance Method ☐ Chapter 13. Performance Compliance Method
Select Work Involved: Check all that apply.	☑ General Construction ☑ Roofing ☐ Asbestos Abatement/Environmental ☑ Fire Alarm	☐ Structural ☑ Mechanical ☑ Plumbing ☑ Electrical	☑ Site Work ☑ Sprinkler ☐ Elevators ☐ Other:_____

CODE COMPLIANCE REVIEW

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

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

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
1	Use & Occupancy Classification	302.1 - 312		Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	Existing (F-1) Factory Mod. Haz. (S-1) Storage Mod. Haz.	(B) Business Lab., testing, research & Offices (F-1) Factory Industrial Mod. Haz -Hemp Products

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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 combust ble storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	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).	Existing (F-1) Factory & (S-1) Storage, Mod. Haz. 15,500 SF, 2 Stories	(F-1) Tenant Space 31,263 SF + 2,659 SF Mezz, 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	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).	Existing	(F-1) 25,061 SF (S-1) 1,885 SF (B) 6,976 SF
8	Nonseparated Uses	508.3.2	BC503.1 BC506.3	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	(F-1) 15,500 SF + 300% = 62,000 SF (S-1) 17,500 SF + 300% =	(F-1) 25,061 SF (S-1) 1,885 SF (B) 6,976 SF
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	NA
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Existing - IIB	Existing - 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.	Existing - No Ratings Req'd	Existing - 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]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Existing - NR	NA
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Existing Separation >30'	>30'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	Existing	Existing
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Existing 2hr. tenant separation	Existing
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Existing - BC Tbl 601 - No Ratings Req'd	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.	Existing	EBC 404 Modify Existing as Req'd
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
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)	BC 907.2.4 ≥100 Occupants Req'd Manual Sys.	EBC 404 Modify Existing as Req'd

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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.	NR	NR
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Existing	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.	See Drawings	See 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.	See Drawings	See Drawings
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	BC Tbl 1005.1 w/ sprinklers	See 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.	BC Tbl 1015.1 (F) >49 Occupant, 2 Accessible Means of Egress	2 Accessible Means Req'd

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	BC 1008.1.1 32" min. clear	36" Provided, See 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.	Existing 44" to Mezz. New 36" to Grow Pod Catwalks	See 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.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	BC 1014.3 Ex. 1, 100' w/ sprinkler sys.	50' +/-
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.	BC Tbl 1015.1 (F) >49 Occupant, 2 Req'd. & BC 1015.2.1 Ex. 2,	2 Exits Provided w/ 330' separation Provided See Drawings
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	BC Tbl 1017.1 >30 (B & F) Occupants w/ Sprinkler Sys.	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44" Min.	48" Min. Provided
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20' Max., EX. 2 - (B & F) w/ Sprinkler Sys. 50' Max.	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.	BC Tbl 1019.1 2 Exits Req'd	2 Exits Provided See Drawings for Occupant Load
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	Existing 2hr.	Existing 2hr w/ Modifications Req'd.
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	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]
41	Exterior Exit Ramps & Stairways	1023	EBC 404	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Existing Stairs w/ New Accessible Lift & Landing	Existing Stairs w/ New Accessible Lift & Landing
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	BC 1024.1 w/ Direct Access to Grade	Provided
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	EBC 605	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Drawings	Modify Existing as Req'd
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- No Changes	Existing - No Changes
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Req'd	Provided See Drawings
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	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]
47	Plumbing Fixture Count	2902.1	PC 411	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	WC 1 Per 100 Occup. LAV 1 Per 100 Occup.	327 Occup. Provided WC = 4, LAV = 4, DF = 1, Service
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing Unknown	To Be Determined
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	See Drawings

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY

CODE INFO:
TOTAL AREA - 33,922 S.F.
Const. Class: IIB non-separated
Occupancies
Business (B) 1/100 SF
Factory (F-1) 1/100 SF
Storage (S-1) 1/300 SF
Total Occupancy - 327

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (1)

OFFICE AREAS

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (2)

SHIPPING/RECEIVING AND BATHROOM AREAS

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (3)

LAB

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (4)

MEZZANINE, SURVEILLANCE AND STORAGE

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (5)

Production Floor (Partial)

AEDA Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (6)

Production Floor
"Growtility" Storage
and Drying
1st and 2nd Levels

AEDA
Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (7)

Production Floor
"Growtility" Clone, WIP
and Grow Boxes
1st Level

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (8)

Production Floor
"Growtility" Clone, WIP
and Grow Boxes
2nd Level

AEDA
Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (9)

Production Floor
"Growtility" Grow Boxes
1st Level

NORTH COUNTRY ROOTS

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

PRODUCTION FACILITY (10)

Production Floor
"Growtility" Grow Boxes
2nd Level

AEDA Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

"GROWTILITY" (1) GROW ROOM

Premanufactured
Growing Facility

AEDA
Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

"GROWTILITY" (2) CLONE ROOM

Premanufactured Growing Facility

AEDA Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

"GROWTILITY" (3) VEG ROOM

Premanufactured
Growing Facility

AEDA
Architectural & Engineering DESIGN Associates P.C.

NORTH COUNTRY ROOTS

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

"GROWTILITY" (4) DRYING ROOM

Premanufactured Growing Facility

AEDA Architectural & Engineering DESIGN Associates P.C.

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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:	North Country Roots, Inc., Attn: Doug Butdorf, butdorf@northcountryroots.com
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business (B) Clinic-Outpatient
Building Construction Type and Classification:	Type VB Wood-Framed Combustible, 2-Story
Facility Address:	675 NYS Route 3, Suite 108, Plattsburgh, NY 12901
Primary Contact Telephone number:	(518) 966-6277
Primary Contact Fax number:	

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

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

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PART II – SITE PLAN(S)

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

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

PART III – ENERGY SOURCES & ENGINEERING SYSTEMS:

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

	Energy Source: ☑ Natural Gas ☐ Oil ☑ Electric ☐ Solar ☐ Other _____
	Engineering Systems: ☑ Heating System: Type Gas, Size Existing Efficiency Existing, Ventilation Requirements _____ ☑ Cooling System: Type Elec., Size 5Ton Efficiency Existing, Ventilation Requirements _____ ☑ Ventilation & Humidification Systems: Type Existing, Size Existing, Efficiency Existing, Ventilation Requirements _____ ☑ Electrical Distribution Available 200A 208V 3P ☑ 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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PART IV – BUILDING CODE COMPLIANCE: (pages 3-13)	
CHECK ALL APPLICABLE CODES FOR THE FACILITY	
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☑	2010 FIRE CODE OF NYS
☑	2010 PLUMBING CODE OF NYS
☑	2010 MECHANICAL CODE OF NYS
☐	2010 FUEL GAS CODE OF NYS
☑	2010 PROPERTY MAINTENANCE CODE OF NYS
☑	2010 ENERGY CONSERVATION CONSTRUCTION CODE OF NYS
☑	2012 IECC COMMERCIAL PROVISIONS
☑	2010 EXISTING BUILDING CODE OF NYS
☑	NEC NATIONAL ELECTRIC CODE, (Specify Applicable Version)
☐	2014 NY CITY CONSTRUCTION CODE
☐	2008 NY CITY CONSTRUCTION CODE
☐	1968 NY CITY CONSTRUCTION CODE
☐	NFPA 101-06 LIFE SAFETY CODE
☑	ICC/ANSI A117.1-03 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
☐	OTHER

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

CODE COMPLIANCE REVIEW

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

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

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

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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	NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	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).	Existing (B) Business 9,000SF, 2 Stories	(B) Business Tenant Space 1,850SF, 2 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	NA

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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).	Existing	NA - No Changes
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).	Existing	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).	Existing (B) / (B) 1hr. tenant separation	Existing - No Changes
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Existing - VB	Existing - VB
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.	Existing - No Ratings Req'd	Existing - 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]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Existing - BC Tbl 601 - No Ratings Req'd	NA
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Existing Separation >30'	>30'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706	EBC 404	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Existing 1hr. tenant separation	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708	EBC 404	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	NA	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.	NR	NR
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
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)	Existing BC 907.2.2.1 ≥100 Occupants Req'd	EBC 404 Modify Existing as Req'd

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.	NR	NR
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	NA
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Drawings	See 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.	See Drawings	See Drawings
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	BC Tbl 1005.1 w/o sprinklers	See 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.	BC Tbl 1015.1 (B) <49 Occupant, 1 Accessible Means of Egress	1 Accessible Means Req'd

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.	BC 1008.1.1 32" min. clear	36" Provided, See 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.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	BC 1014.3 Ex. 2, 100' w/ >30 occupants	?
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.	BC Tbl 1015.1 (B) ≤49 Occupant, 1 Req'd	2 Provided See Drawings
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	BC Tbl 1017.1 >30 (B) Occupants w/o Sprinkler	18 Occupants Provided, NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44" Min.	48" Min. Provided
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20' Max.	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.	BC Tbl 1019.2 (B) 1 Story <49 Occupants & 75' Travel Dist. 1 Exit Req'd	2 Exits Provided See Drawings for Occupant Load
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	NA
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	NA

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	BC 1024.1 at Grade Exit Discharge	Provided
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	EBC 605	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Drawings	Modify Existing as Req'd
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 - No Changes	NA
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	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	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]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	BC 2902.2, Ex. 2 <15 Occup. Unisex	13 Occup. Provided WC = 1, LAV = 1, DF = 1,
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing Unknown	To Be Determined
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	See Drawings

NORTH COUNTRY ROOTS

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

PLATTSBURGH DISPENSARY

Sq. Footage 1841
Occupancy: (B) Business
Occupant Load: 13
675 State Route 3 # 1
Plattsburgh, NY 12901

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

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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:	North Country Roots, Inc., Attn: Doug Butdorf, butdorf@northcountryroots.com
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business (B) Clinic-Outpatient
Building Construction Type and Classification:	Type IIB Non-Combustible, 1-Story
Facility Address:	350 Leland Avenue, Utica NY 13502
Primary Contact Telephone number:	(518) 966-6277
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
☐	TOWN BOARD APPROVAL
☑	PLANNING BOARD APPROVAL
☐	ZONING BOARD OF APPEALS APPROVAL
☑	PREPARATION OF CONSTRUCTION DOCUMENTS
☑	BUILDING PERMIT
☑	BIDDING PHASE
☑	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
☑	COMMENCEMENT OF CONSTRUCTION
☑	COMPLETION OF CONSTRUCTION

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PART II – SITE PLAN(S)

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

	☑ Entrance and Exits	☑ 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 Exis ing

Engineering Systems:

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

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

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

☑ Electrical Distribution Available _____

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

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

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

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

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

CODE COMPLIANCE REVIEW

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

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

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

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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	NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	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).	Existing Mercantile - 12,500 sf & 4 stories. BC 506.3 Sprinkler 300% increase	Business, Tenant Space - 4,570 sf & 1 story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	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).	Existing, No change	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).	Existing, No Change	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).	Existing (B/M) Sprinklered 1 hr separation	Existing
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Existing IIB	Exsting 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.	Existing - No rating required	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]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).		NA
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.		Greater than 30'-0"
14	Fire Walls	705	EBC 404	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706	EBC 404	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Existing 1 hr Tenant Separation	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
17	Fire Partitions	708	EBC 404	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Existing, BC Table 601, No Ratings Required	N/A
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.	Existing	
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	N/A	N/A
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	N/A	N/A
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☑ Addressable ☐ Hardwired (zoned)	BC907.2.2 Required when Greater Than 500 Occupants	NR See Drawings

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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.	NR	NR
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Existing	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.	See Drawings	See 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.	See Drawings	See Drawings
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans		See 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.		Two Exits Provided

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.		
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	BC 1014.3 100'-0" max. with Sprinkler	
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.	BC Table 1015.1 One Exit Required	
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	BC Table 1017.1 (B) Greater than 30 occupants w/	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44" Min. Required	48" Min. Provided
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.		Provided 22'
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.	BC Table 1019.2 (B) 1 Story and Less Than 49 Occupants and Less than 75' Travel distance, 1 Exit Required	2 Exits Provide See Drawings for Occupant Load
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	NA
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	NA

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	BC 1024.1 at Grade Exit Discharge	Provided
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	EBC 605	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Drawings	Modify Existing as Required
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 - No Changes	NA
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	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	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]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).		
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing - Unknown	TBD
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	FC 503.1.1 150' Access Maximum	Existing

NORTH COUNTRY ROOTS

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

UTICA DISPENSARY

Sq. Footage: 4550
Occupancy: (B) Business
Occupant Load: 45
350 Leland Ave
Utica, NY 13502

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

NEW YORK STATE | Department of Health

Medical Marijuana Program
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a Registered Organization

Appendix B: Architectural Program

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

COMPANY INFORMATION	
Business Name:	North Country Roots, Inc., Attn: Doug Butdorf, butdorf@northcountryroots.com
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business (B) Clinic-Outpatient
Building Construction Type and Classification:	Type IIB Non-Combustible, 1-Story
Facility Address:	1525 US Route 9, Clifton Park, NY 12065
Primary Contact Telephone number:	(518) 966-6277
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
☐	TOWN BOARD APPROVAL
☑	PLANNING BOARD APPROVAL
☐	ZONING BOARD OF APPEALS APPROVAL
☑	PREPARATION OF CONSTRUCTION DOCUMENTS
☑	BUILDING PERMIT
☑	BIDDING PHASE
☑	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
☑	COMMENCEMENT OF CONSTRUCTION
☑	COMPLETION OF CONSTRUCTION

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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 Existing, Size Existing Efficiency Existing,
Ventilation Requirements _____

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

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

☑ Electrical Distribution Available Exisiting

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

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

CODE COMPLIANCE REVIEW

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

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

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

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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 combust ble storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	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).	Existing (M) Mercantile 12,500SF, 4 Stories BC506.2-57% Frontage	(B) Tenant Space 2,250 SF, 1 Story
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	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).	Existing	NA - No Changes
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).	Existing	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).	Existing (B) / (M) 1hr. tenant separation	Existing - No Changes
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Existing - IIB	Existing - 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.	Existing - No Ratings Req'd	Existing - 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]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Existing - NR	NA
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Existing Separation >30'	>30'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706	EBC 404	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Existing 1hr. tenant separation	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708	EBC 404	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Existing - BC Tbl 601 - No Ratings Req'd	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.	Existing	EBC 404 Modify Existing as Req'd
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
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)	BC 907.2.2 ≥500 Occupants Req'd	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NR	NR
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	Existing	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.	See Drawings	See 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.	See Drawings	See Drawings
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	BC Tbl 1005.1 w/o sprinklers	See 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.	BC Tbl 1015.1 (B) ≤49 Occupant, 1 Accessible Means of Egress	1 Accessible Means Req'd

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	BC 1008.1.1 32" min. clear	36" Provided, See 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.	NA	NA
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	NA	NA
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	BC 1014.3 Ex. 1, 75' w/o sprinkler sys.	TBD
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.	BC Tbl 1015.1 (B) ≤49 Occupant, 1 Req'd	2 Provided See Drawings
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	BC Tbl 1017.1 >30 (B) Occupants w/o Sprinkler	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44" Min.	48" Min. Provided
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	BC 1017.3, w/o Sprinkler Sys. 20' Max.	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.	BC Tbl 1019.2 (B) 1 Story <49 Occupants & 75' Travel Dist. 1 Exit Req'd	2 Exits Provided See Drawings for Occupant Load
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	NA
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	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]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	NA	NA
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	BC 1024.1 at Grade Exit Discharge	Provided
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	EBC 605	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides access bility to physically disabled persons.	See Drawings	Modify Existing as Req'd
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-No Changes	NA
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	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	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]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	WC 1 Per 25 Occup. LAV 1 Per 40 Occup.	29 Occup. Provided WC = 2, LAV = 2, DF = 1, Service
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing Unknown	To Be Determined
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	See Drawings

NORTH COUNTRY ROOTS

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

CLIFTON PARK DISPENSARY

Sq. Footage: 2250 SF
Occupancy: (B) Business
Occupant Load: 29
Route 9 (Halfmoon Pkwy)
Clifton Park, NY 12065

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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:	North Country Roots, Inc., Attn: Doug Butdorf, butdorf@northcountryroots.com
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ☑
Use and Occupancy Classification:	Business (B) Clinic-Outpatient
Building Construction Type and Classification:	Type IIB Non-Combustible, 1-Story
Facility Address:	318 Gouverneur, NY 13642
Primary Contact Telephone number:	(518) 966-6277
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
☐	TOWN BOARD APPROVAL
☐	PLANNING BOARD APPROVAL
☐	ZONING BOARD OF APPEALS APPROVAL
☑	PREPARATION OF CONSTRUCTION DOCUMENTS
☑	BUILDING PERMIT
☑	BIDDING PHASE
☑	CONTRACT AWARD PHASE PER EACH APPLICABLE CONTRACTOR (Identify all that apply)
☑	COMMENCEMENT OF CONSTRUCTION
☑	COMPLETION OF CONSTRUCTION

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PART II – SITE PLAN(S)

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

	☑ Entrance and Exits	☑ 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 Existing, Size Existing Efficiency Existing,
Ventilation Requirements _____
☑ Cooling System: Type Existing, Size Existing Efficiency Existing,
Ventilation Requirements _____
☑ Ventilation & Humidification Systems:
Type Existing, Size Existing, Efficiency Existing,
Ventilation Requirements _____
☑ Electrical Distribution Available ?
☑ Water Supply: Municipal Water Service X or Private Well Water _____
☑ Sewage: Municipal Sewer System X or Private Septic System _____
☐ Emergency Power System:
Type _____, Size _____ Efficiency _____,

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

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

CODE COMPLIANCE REVIEW

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

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

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

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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	Combust ble Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	NA	NA
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	NA	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).	Existing (B) Business 9,000SF, 2 Stories	(B) Business 1,278SF
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	NA	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	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	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	NA
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Existing - VB	Existing - VB
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.	Existing - No Ratings Req'd	Existing - 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]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	Existing - NR	NA
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	Existing Separation >30'	>30'
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	NA	NA
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	NA	NA
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	NA	NA
17	Fire Partitions	708	EBC 404	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	NR	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Existing - BC Tbl 601 - No Ratings Req'd	N/A
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.	NR	NR
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	NA	NA
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	NR	NR
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)	BC 907.2.2.1 ≥100 Occupants Req'd	NR

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NR	NR
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	NA	NA
25	Exits	1001.1 &2		Identify on the Building Plans and documents, per each door, the following information: door width, door height, direction of swing, type of construction, hourly rating, and door closures.	See Drawings	See 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.	See Drawings	See Drawings
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	BC Tbl 1005.1 w/o sprinklers	See 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.	BC Tbl 1015.1 (B) ≤49 Occupant, 1 Accessible Means of Egress	1 Accessible Means Req'd

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No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
29	Doors, Gates, and Turnstiles	1008		Means of egress doors shall meet the requirements of this section.	BC 1008.1.1 32" min. clear	36" Provided, See 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.	Existing 36" to Basement	See 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 3' clear, 30' run max., 3' hgt. railings	Existing to be modified
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.	BC 1014.3 Ex. 2, 100' w/ >30 occupants	?
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.	BC Tbl 1015.1 (B) ≤49 Occupant, 1 Req'd	2 Provided See Drawings
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	BC Tbl 1017.1 >30 (B) Occupants w/o Sprinkler	12 Occupants Provided, NR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	44" Min.	48" Min. Provided
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	20' Max.	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.	BC Tbl 1019.2 (B) 1 Story <49 Occupants & 75' Travel Dist. 1 Exit Req'd	2 Exits Provided See Drawings for Occupant Load
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	NA	NA
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	NA	NA
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	NA	NA

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023		Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	Existing Ramp & Stairs	Existing w/ Modifications Req'd.
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	BC 1024.1 w/ Direct Access to Grade	Provided
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	EBC 605	Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	See Drawings	Modify Existing as Req'd
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 - No Changes	NA
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	NA	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	NA

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).	BC 2902.2, Ex. 2 <15 Occup. Unisex	12 Occup. Provided WC = 1, LAV = 1, DF = 1,
48	Available Street Water Pressure			Provide the available street or well water pressure.	Existing Unknown	To Be Determined
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.	FC 503.1.1 150' Access Max.	<150', NR

NORTH COUNTRY ROOTS

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

GOVERNEUR DISPENSARY

Sq. Footage:1278SF
Occupancy: (B) Business
Occupant Load: 12
318 E Main St
Gouverneur, NY 13642

Established in 1985
AEDA
Architectural & Engineering DESIGN Associates P.C.

H: Security plan

NORTH COUNTRY ROOTS

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 2-14, all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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I: Financial statements

NORTH COUNTRY ROOTS

I: Financial statements

Independent Auditor's Report

Balance Sheet

Statements of Operations and Accumulated Deficit

Statement of Cash Flows

Notes to Financial Statements

MARTINDALE KEYSOR & CO.
CERTIFIED PUBLIC ACCOUNTANTS

RICK N. MARTINDALE, CPA
ERIC M. KEYSOR, CPA
KEVIN W. ROSER, CPA
DANIEL M. FORDHAM, CPA
MICHEL J. PHANEUF, CPA
DAVID G. BUSHEY, CPA

INDEPENDENT AUDITOR'S REPORT

To The Board of Directors
And Stockholders
North Country Roots, Inc.
Plattsburgh, New York

We have audited the accompanying balance sheet of North Country Roots, Inc. as of May 15, 2015 and the related statements of operations and retained earnings, and cash flows for the four and one-hafe months then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Roots, Inc. as of May 15, 2015, and the results of its operations and its cash flows for the four and one-half months then ended, in accordance with accounting principles generally accepted in the United States of America.

Martindale Keysor + Co., PLLC
MARTINDALE KEYSOR & CO., PLLC

Plattsburgh, New York
May 15, 2015

P.O. BOX 2986 • 24 MARGARET ST., SUITE 4 • PLATTSBURGH, NY 12901-0269
E-MAIL: MKC1@WESTELCOM.COM • TEL. 518-563-7717 • FAX 518-563-7929

NORTH COUNTRY ROOTS, INC.
BALANCE SHEET
May 15, 2015

ASSETS

CURRENT ASSETS		
Cash	$	301,274
OTHER ASSETS		
Organizational Costs		34,231
Total Assets	$	335,505

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accrued Organizational Costs	$	4,500
Promissory Notes Payable - Shareholders		200,000
Total Current Liabilities		204,500
Total Liabilities		204,500

STOCKHOLDERS' EQUITY

Common Stock, 200,000 Shares Authorized;		
125,213 Shares Issued And Outstanding		131,005
Retained Earnings		-
Total Stockholders' Equity		131,005
	$	335,505

The accompany notes should be read in conjunction with this financial statement.

NORTH COUNTRY ROOTS, INC.
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
For The Four and 1/2 Months Ended May 15, 2015

SALES	$ -
COST OF SALES AND OTHER EXPENSES	-
Operating Income	-
Income Before Provision For Income Taxes	-
PROVISION FOR INCOME TAXES	-
Net Income	-
RETAINED EARNINGS, January 1, 2015	-
RETAINED EARNINGS, May 15, 2015	$ -

The accompanying notes should be read in conjunction with this financial statement.

NORTH COUNTRY ROOTS, INC.
STATEMENT OF CASH FLOWS
For The Four and 1/2 Months Ended May 15, 2015

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income	$ -
Adjustments To Reconcile Net Income To Net Cash Used By Operating Activities:	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	-
CASH FLOWS FROM INVESTING ACTIVITIES:	
Investment in Organization Costs	(34,231)
Accrued Organizational Costs	4,500
NET CASH USED BY INVESTING ACTIVITIES	(29,731)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Issuance of Common Stock	131,005
Proceeds from Shareholder Promissory Notes	200,000
NET CASH PROVIDED BY FINANCING ACTIVITIES	331,005
NET INCREASE IN CASH	301,274
CASH, January 1, 2015	-
CASH, May 15, 2015	$ 301,274

The accompanying notes should be read in conjunction with this financial statement.

NORTH COUNTRY ROOTS, INC.
NOTES TO FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of North Country Roots, Inc. conform to generally accepted accounting principles. Policies outlined here, or in other notes, include all policies considered significant.

Nature Of Business
As more fully explained in Note 3, North Country Roots, Inc. is a developmental stage company located in Plattsburgh, NY. The Company was founded to engage in the producing, distributing and selling of Medical Marijuana in New York State if a license can be obtained. The company currently is preparing its application for this license. The company was incorporated in December, 2014 but had no financial transactions until 2015.

Method Of Accounting
Income and expenses are accounted for under the accrual method of accounting, whereby income recognition occurs at point of sale and expense is recognized as incurred.

Cash And Cash Equivalents
For the purposes of the statement of cash flows, the Corporation considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. At May 15, 2015 the Company had cash deposits exceeding Federal Deposit Insurance Corporation (FDIC) protection of $51,274. The bank involved has a good credit rating and management believes the credit risk related to the cash deposits to be minimal.

Taxes On Income
The Corporation prepares income tax returns on the same accrual basis used for these financial statements whereby the provisions for taxes are based on federal and state income tax regulations.

Accounting For Uncertainty In Income Taxes
The Company has adopted the provision pertaining to uncertain tax positions (ASC Topic 740) and has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements. The Company files income tax returns in the U.S. Federal jurisdiction and New York State.

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

2. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments are Cash, Accrued Organization Costs and Promissory Notes Payable - Shareholders. The recorded values of these approximate their fair values based on their short-term nature.

NORTH COUNTRY ROOTS
NOTES TO FINANCIAL STATEMENTS
(Continued)

3. DEVELOPMENT STAGE COMPANY

North Country Roots, Inc. is a company whose planned principal operations are the production, distribution, and selling of Medical Marijuana in New York State. In order to be in this business, the Company must obtain a Registered Organization License under NYS Public Health Law section 3360. An application will be submitted in May, 2015 to NYS. Five Medical Marijuana licenses will be issued state wide. To date the Company has only incurred organizational costs. No operations have occurred pending possible licensure. The Company's activities are subject to significant risks and uncertainties including failing to obtain the Medical Marijuana license and failing to secure additional funding for operations. However, to date, significant research, planning, budgeting, consulting and related activities have been undertaken by the organizers of the Company in preparation for the obtaining of a license and the next stage of operations.

4. ORGANIZATIONAL COSTS

As of May 15, 2015 the Company has incurred $34,231 of professional fees to include attorneys, Certified Public Accountants, and Medical Marijuana consultants. All of these costs have been organizational in nature and hence have been classified as an intangible asset on the balance sheet under Other Assets; Organizational Costs. Once the Company is operating, these costs will be amortized over their useful lives.

5. PROMISSORY NOTES PAYABLE - SHAREHOLDERS

In addition to purchasing common stock to finance the Company, Shareholders have also issued Promissory Notes totaling $200,000. The Notes were issued to finance the $200,000 refundable portion of the application for the Medical Marijuana license. If the application is not approved and no license is issued, the $200,000 will be refunded to the Company, which intends to repay the Shareholders. The Notes have a 12% interest rate, but do not begin accruing interest until after the license is granted or denied by NYS. Additionally, the Notes will automatically be connected to company common stock if a Medical Marijuana license is granted and the Company secures at least $2,000,000 from the sale of additional company equity securities. The conversion will include principal and unpaid interest accrued. The number of shares or ownership interest that will be issued upon this conversion will be based upon a valuation of the company after the license is obtained. The Company does reserve the right to pay back the Notes in full prior to the conversion requirements being met.

6. COMMITMENTS

As part of the application for a Medical Marijuana license the Company will be required to include a payment of $210,000. If licensure is denied, $200,000 is refunded back to the Company. $10,000 is non-refundable.

J: Staffing plan and organizational chart

NORTH COUNTRY ROOTS

NORTH COUNTRY ROOTS

Attachment J - Staffing Plan and Organizational Chart

The strength of our business is our employees. Our staffing plan and policies are designed to develop and retain a highly professional staff capable of delivering quality and consistent products to patients. We will strive to develop a caring and compassionate work culture and promote the extension of those values to our patient services. NCR has drafted an employee handbook that describes paid time off for workers for personal illness, family sickness and maternity / paternity. We offer a minimum of two weeks of paid vacation time for full time employees and flexible scheduling for part-time employees. We will work with the state's department of labor statistics to identify a living wage scale for our workforce and we will provide education reimbursement for employees seeking to improve capabilities for career development.

It will be the policy of North Country roots to train all employees in General Sanitary Practices and personal and patient safety. All North Country Roots Employees will be 21 years of age or older and will be required to submit to background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations. NCR's Draft Employee handbook, security training protocols and departmental procedure guidelines are the foundation for new employee on-job paid training. Our employees will perform work according to their job description and may be cross-trained in other areas of the operation. Career advancement opportunity will exist and opportunities to compete for open positions within the company will be made available to existing employees. NCR has signed a Labor Peace Agreement with the United Food and Commercial Workers Union Local 338.

It is the policy of North Country Roots for all employees engaged in positions that require special satisfaction of evidence of licensure or certification by state, federal or local authorities to be properly trained in those procedures and to maintain their certification or licenses according to state requirements. Some positions require the applicant for the position to hold said licenses or certifications as a condition for employment (example: Registered Pharmacist - New York State Education Department). North Country Roots will reimburse employees for costs associated to continuing education requirements to ensure maintenance of certifications. Certification types to be required by North Country Roots may include the following:

- Registered Pharmacist
- New York State Pesticide Certification
- Security staff certifications, including but not limited to First Aid, CPR and AED ASHA Certification

From time-to-time North Country Roots management may identify on-site and off-site training that will be required of certain personnel (new equipment, new process identification, etc). North Country Roots will provide reimbursement for costs of training and any allowable

incurred travel and entertainment related expenses. Further NCR's management may approve individual training opportunities for job specific roles as identified by employees, if approved, NCR will provide reimbursement for the costs of training and any allowable incurred travel and entertainment related expenses.

In addition, North Country Roots recognizes that Medical Marijuana is relatively newly available in the nation and has not been offered in New York State. In accordance with NCR's goal to hire locally available staff for our production and dispensary operations, we will require all employees to engage in online training through the Cannabis Training Institute. This process will be required within the first 30 days of employment. Employees will be scheduled for on-duty time to complete assigned courses. Cannabis Training Institute provides Americans for Safe Access (ASA) / Cannabis Training Institute (CTI) Certification, designed to provide employees with fundamental knowledge on the subjects of cannabis law, medical application, and business operations, the ASA-CTI Certification program is the online version of the mandated cannabis training curriculum developed by Americans for Safe Access (ASA).

NCR will coordinate HR management office functions utilizing Zenefits company software and will hire an Accounting and HR staff member for exercise of HR duties for the company under the direction of the Director of Finance and Administration. The Director of Finance and Administration will be responsible for outlining employee evaluation protocols and review procedures using 360 degree review process. These functions and the tracking of all employee related documents and considerations will captured and reported to meet all Federal, State and Local laws.

Clinton County, New York, where our production facility and one of our dispensaries will be located, has been host to substantial pharmaceutical manufacturing and R&D facilities. Most of these facilities have closed due to consolidation of ownership rendering the facilities redundant. These closures have resulted in the loss of hundreds of jobs. Many of the employees with several years of pharmaceutical manufacturing and R&D experience continue to reside in Clinton County, but are under-employed or have changed career paths. Continued facility closures in June, 2015 will put more qualified employees out of work. North Country Roots will work with the state's Department of Labor to coordinate a job fair for any local qualified employees that are interested in bringing their R&D, Laboratory, QA/QC, pharmaceutical manufacturing, Pharmacist, medical setting customer service and agricultural experiences to our business. The following table outlines the immediately available professional bio-pharmaceutical workforce in our immediate surrounding area.

	LAYOFFS FROM PFIZER	
Lay off Date	# of Layoffs	Position**
3/20/15	3	Set/up Group Leader
		Manufacturing Specialist

		Maintenance Mechanical Specialist
4/17/15	2	QA Specialist
		Technical Scientist
4/21/15	1	QC Scientist
5/1/15	1	Compliance Network Member
5/5/15	1	Sr. Manager/Environmental Engineering
6/30/15	170	Plant Closing/DOL will pass info along when they have it **All employees with BioChemical Work Experience

North Country Roots full operation Staffing plan is as follows:

Total Employees at Full Operation in Year One: **62**

	# FTE Equivalent
Executive Management	
• President & CEO (Grow, Marketing, Administration)	1
• Vice President (Manufacturing and Dispensary Operations)	1
• Vice President (Security, Logistics and IT)	1
Administration and Patient Services	
• Director of Finance and Administration	1
• Accounting and HR Manager	1
• Office Manager / Receptionist	1
• Manager of Patient Services	1
• Patient Services Representative	2
• Marketing Manager and Physician Outreach Coordinator	1
Grow Operations	
• Head Grower	1
• Assistant Grower	4
• Trimmers, Plant Handlers, Harvesters	5
Extraction, Formulation, Manufacture	
• Production Manager	1
• Extraction Lead	1
• Extraction Technician	1
• Formulation Production Lead	1
• Production Worker	5
• Packaging Manager	1
Quality Assurance and Quality Control	
• Director of QA, QC and Laboratory Operations	1
• Lab Technician	1
Security, Logistics and Information Technology	

- Director of Security 1
- Security Officer 2.5
- Inventory Manager 1
- Custodian 1
- Network Technician 1

Dispensary Operations

- Managing Pharmacist 4
- Staff Pharmacist 2
- Dispensary Patient Services Representative 20

Staffing Timeline

North Country Roots intends to ramp our staffing in coordination with our construction timeline and in anticipation of training requirements for some positions. Identified hires are named in timeline. This timeline will full staff our executive management team and bring in key supporting director level employees and administrative assistance immediately. We will follow with key support in security and grow operations to ensure we are able to establish our security envelop and begin grow operations within the first 4-6 weeks according to our accelerated construction timeline. As plants mature in our secure environment and other components of our construction are completed, including laboratory and production facilities, office space and shipping and receiving location, we will add employees to staff those areas and begin training.

Dispensary Managing Pharmacists will be brought in at least two months prior to anticipated dispensary opening for training and to manage construction at each dispensary location. Support staff for each dispensary will be hired at least four weeks prior to opening for training and in support of opening operations. Plattsburgh will be our first open location, followed in order by Utica, Clifton Park and Gouverneur. The Plattsburgh facility will be open as early as possible according to production capability and state approvals. If North Country Roots is awarded licensure as a Registered Organization, our staffing plan will comply with the mandate to have products available for patients within six months. NCR will accelerate openings of dispensaries as possible according to construction schedules and available training resources. NCR will be fully staffed and operational at our production facility and all dispensaries within 38 weeks.

Week 1 Hires (Construction & Planning Begins)

- **Douglas Butdorf**, President and CEO
- **Eduardo Suarez**, Vice President - Security, Logistics and IT
- **Thomas Gosrich**, Vice President - Manufacturing and Patient Services
- **Patrick Rascoe**, Director of Security
- **Robert King**, Director of Grow Operations
- Director of Finance and Administration
- Office Manager and Receptionist

Week 4 Hires (Grow Begins)

- **Meribeth Felt**, Director of QA/QC and Laboratory Operations
- **Lucas Christensen**, Assistant Grower
- **Roy Brinker**, Assistant Grower
- Assistant Grower
- Assistant Grower
- **John Stewart**, Security Officer
- Production Manager
- Lab Technician
- Network Technician
- **Laura Trudo**, Inventory Manager
- Manager of Patient Services
- Marketing Manager and Physician Outreach Coordinator

Week 8 Hires (Grow Continues)

- Plattsburgh Dispensary Managing Pharmacist
- 5 Plant Handlers, Trimmers, Harvesters
- Extraction Lead
- Formulation Production Lead

Week 12 Hires (Begin Harvest and Early Production)

- Utica Dispensary Managing Pharmacist
- Clifton Park Dispensary Managing Pharmacist
- Part-time Security Officer

Week 16 Hires (Production Ramp-up)

- 5 Production Workers
- Extraction Technician
- Packaging Manager
- Inventory Manager
- Full Time Security Officer

Week 20 Hires (Production)

- 2 Full Time Plattsburgh Dispensary Patient Service Representatives
- 2 Full Time Corporate Patient Services Representatives
- 2 Part Time Plattsburgh Dispensary Patient Service Representatives
- Production Facility Part Time Custodian

Week 24 Hires (Plattsburgh Dispensary Opens)

- Utica Staff Pharmacist
- Gouverneur Managing Pharmacist
- 2 Full Time Utica & Clifton Park Dispensary Patient Service Representatives
- 6 Part Time Utica & Clifton Park Dispensary Patient Service Representatives

Week 28 Hires (Utica Dispensary Opens)

- Clifton Park Staff Pharmacist
- 2 Full Time Utica Dispensary Patient Service Representatives
- 6 Part Time Utica Dispensary Patient Service Representatives

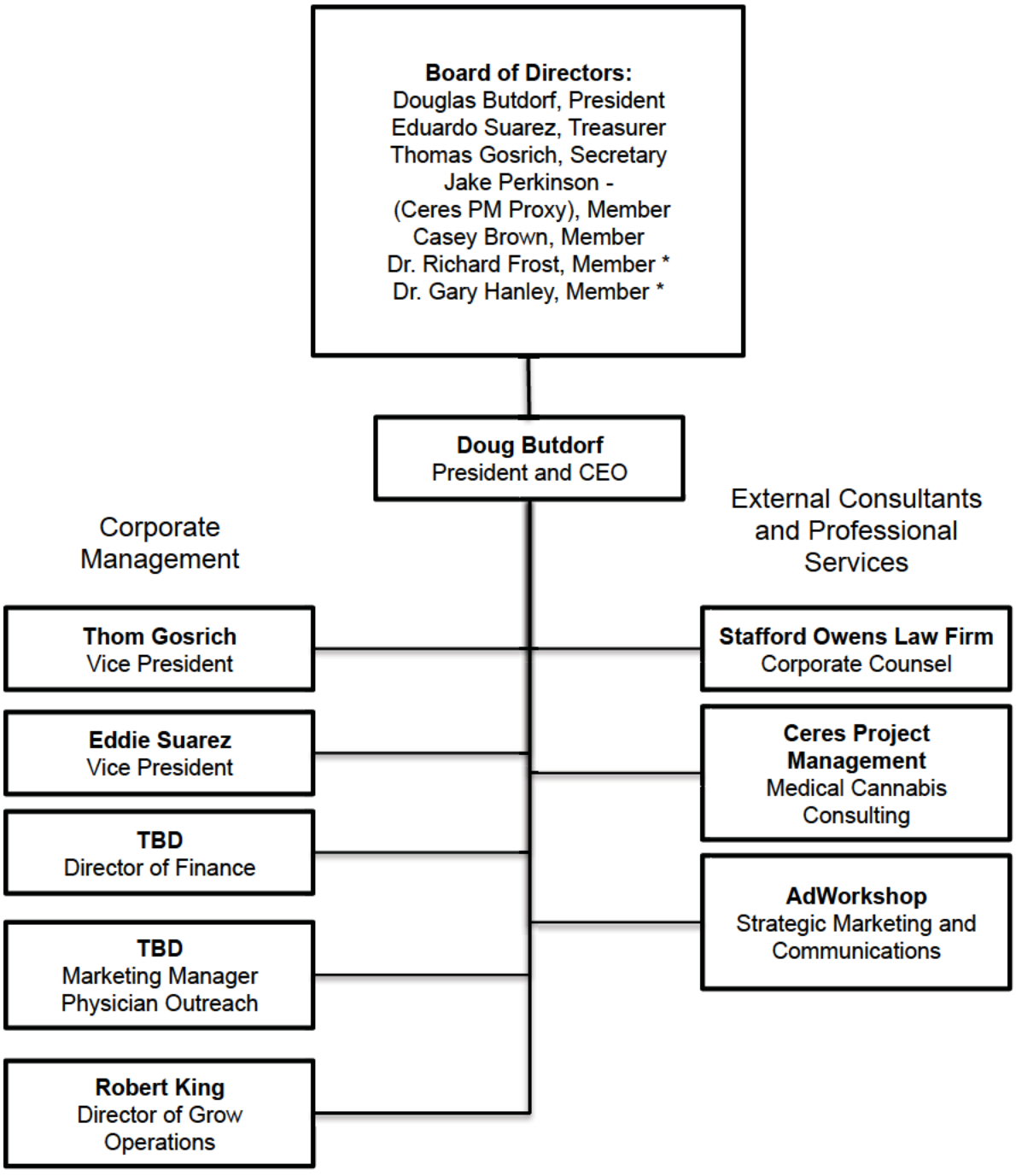
Week 30-32 Hires (Clifton Park Dispensary Opens)

- 2 Full Time Gouverneur Dispensary Patient Service Representatives
- 6 Part Time Gouverneur Dispensary Patient Service Representatives

Week 33-34 (Gouverneur Dispensary Opens)

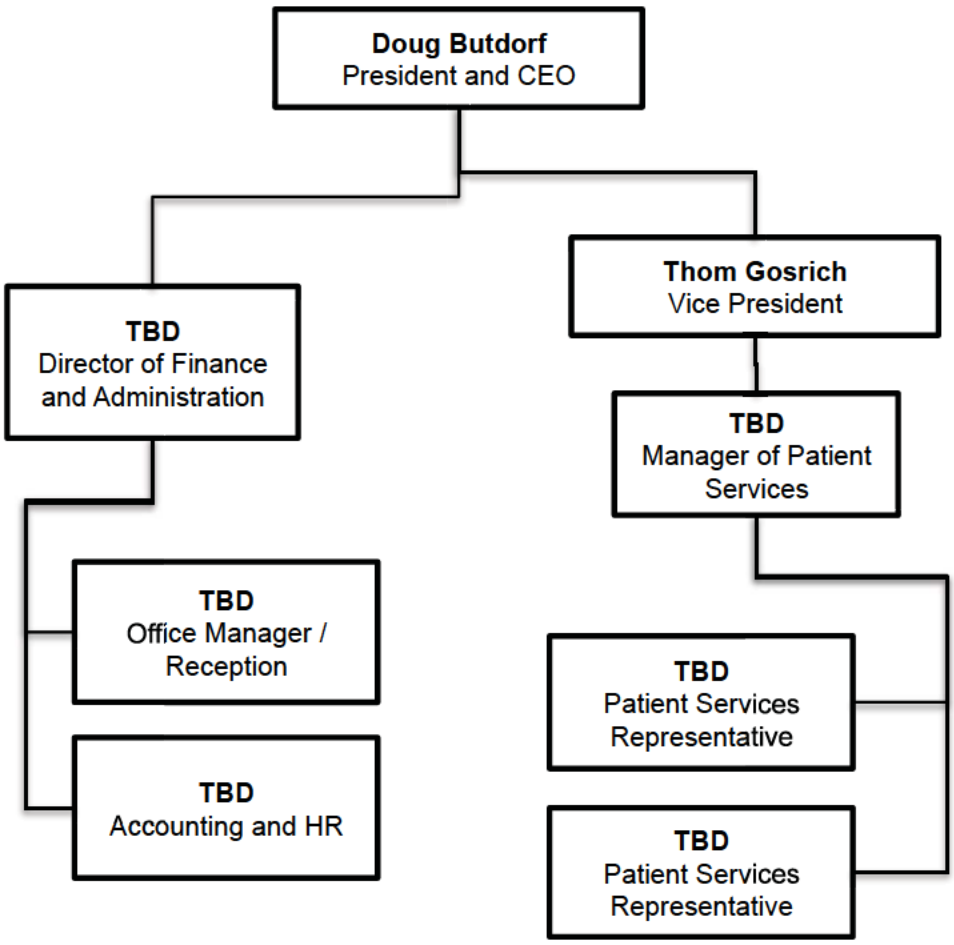
NORTH COUNTRY ROOTS

North Country Roots
Corporate Management Organizational Chart



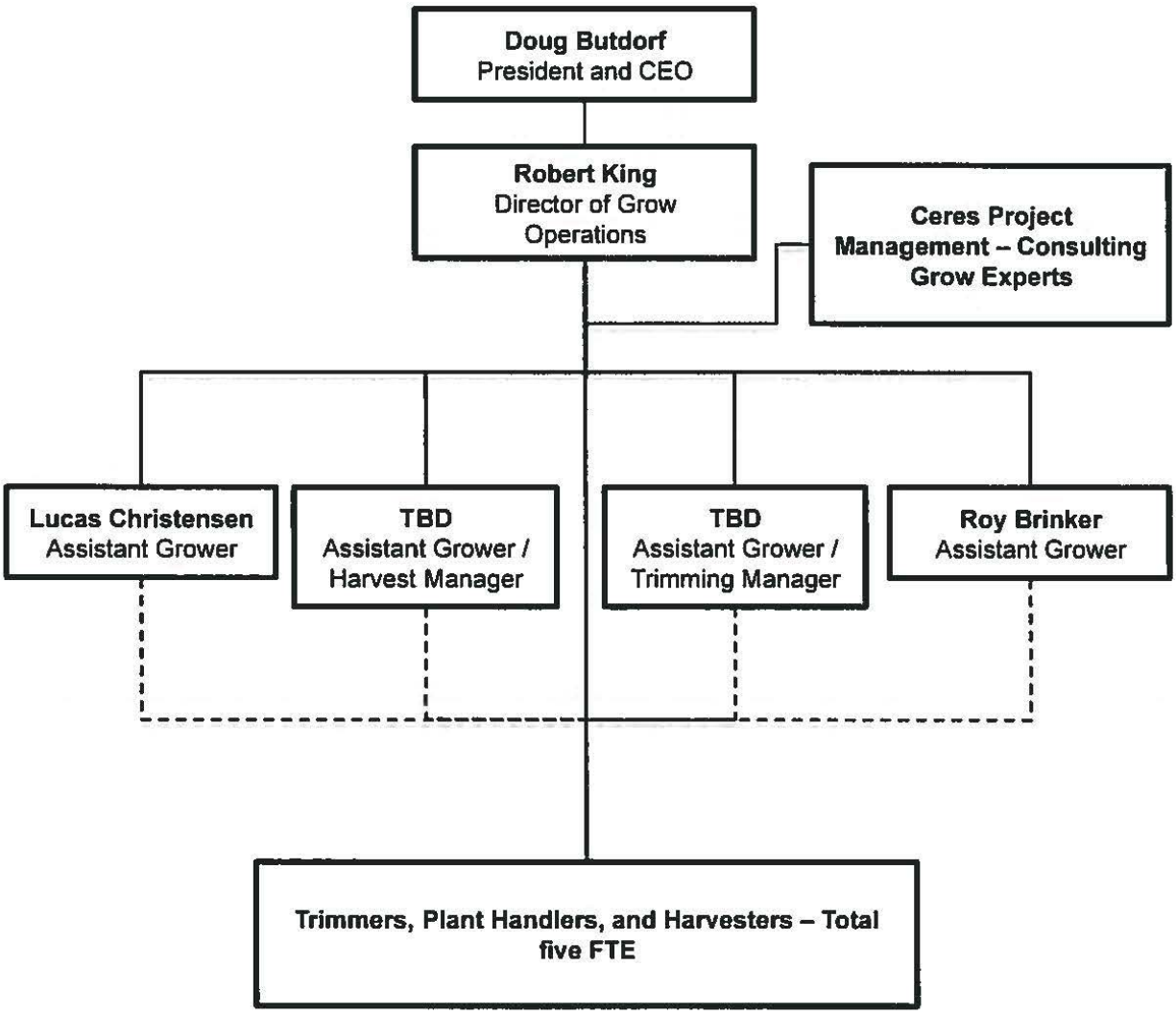
**Dr. Hanley and Dr. Frost are retired and/or in limited practice.*
They will not seek accreditation from the State to Recommend Medical Marijuana to patients.

North Country Roots
Administration / Patient Services
Organizational Chart



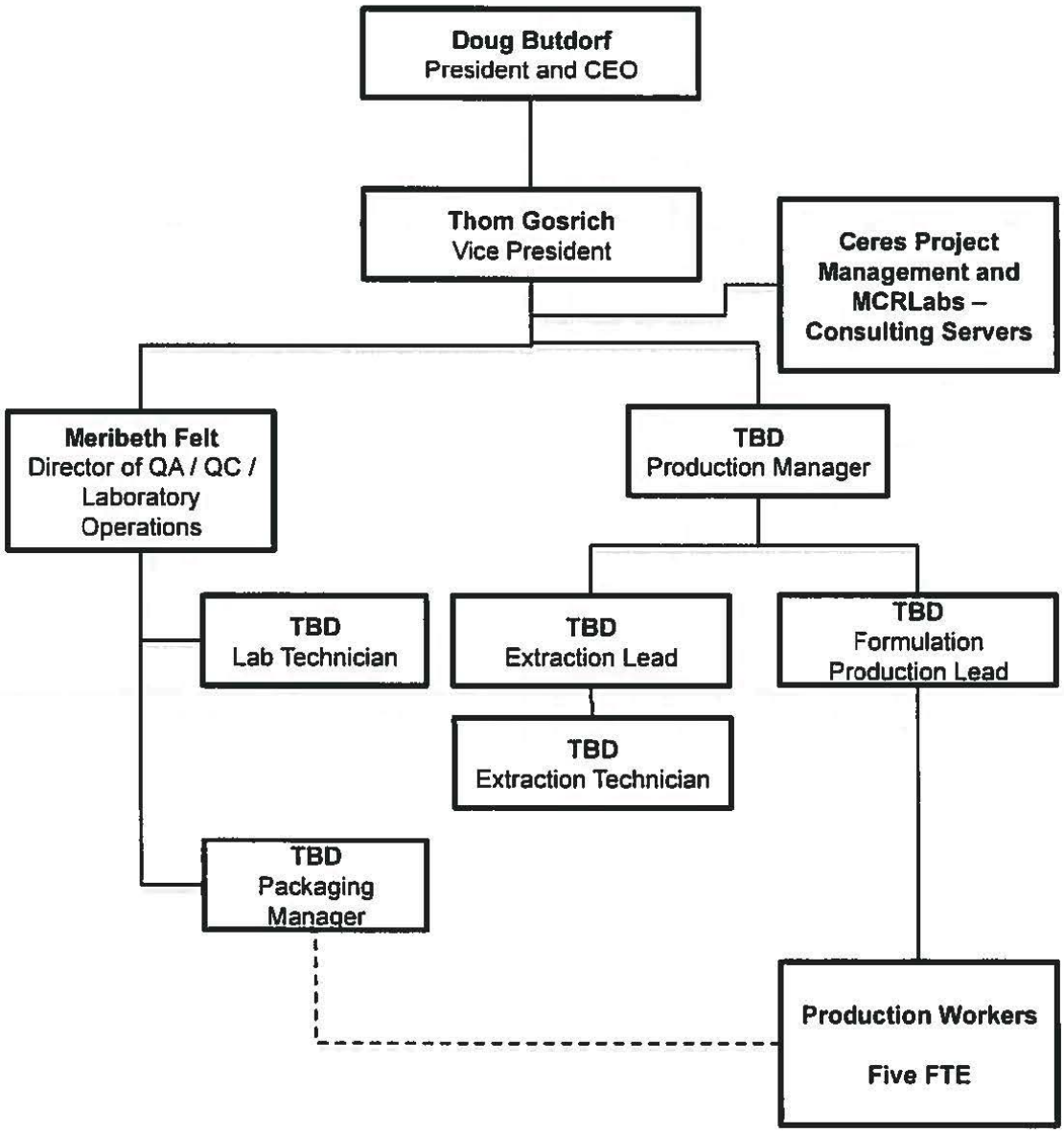
NORTH COUNTRY ROOTS

North Country Roots
Grow Operations Organizational Chart

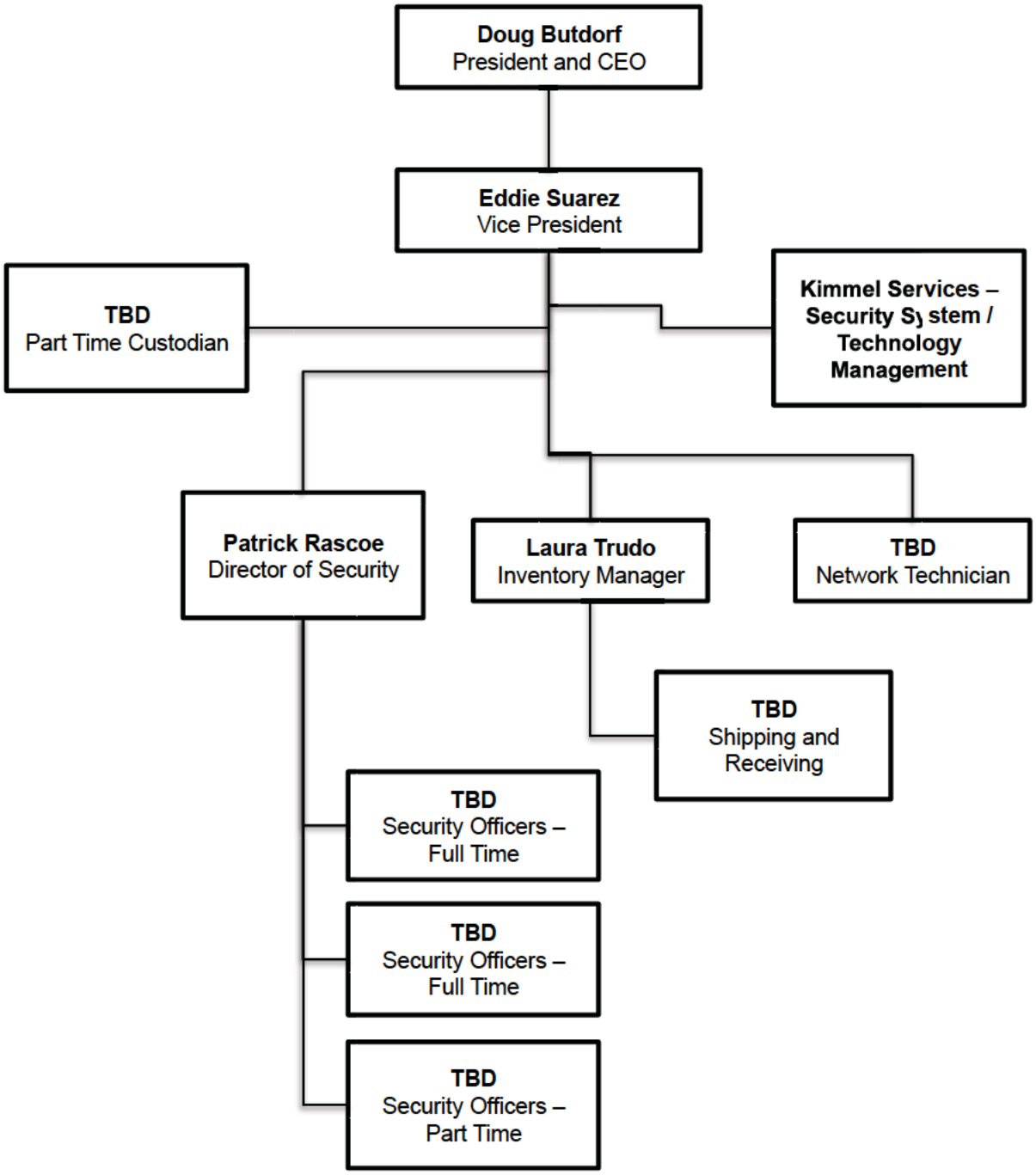


NORTH COUNTRY ROOTS

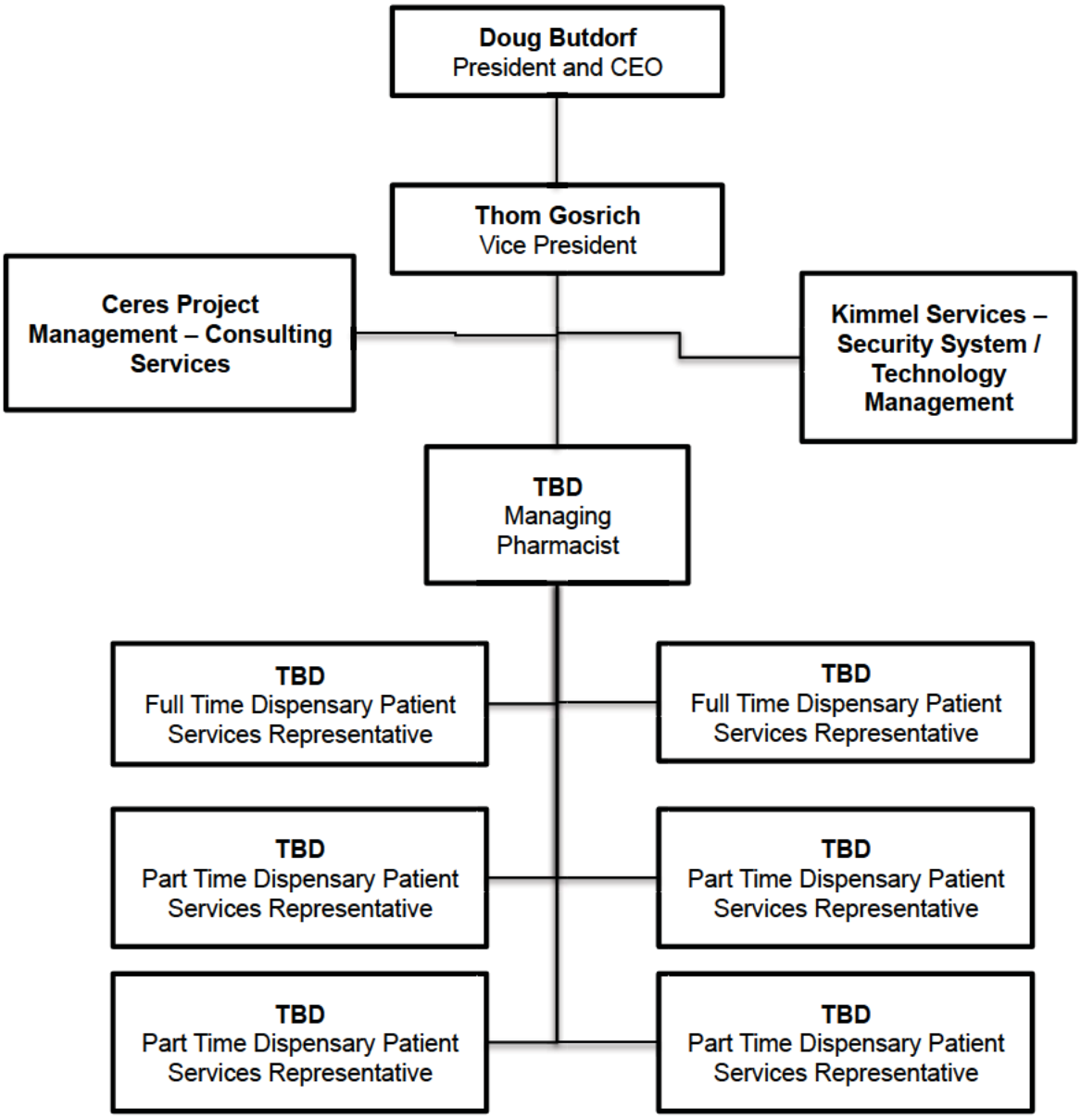
North Country Roots
Manufacturing / QA Organizational Chart



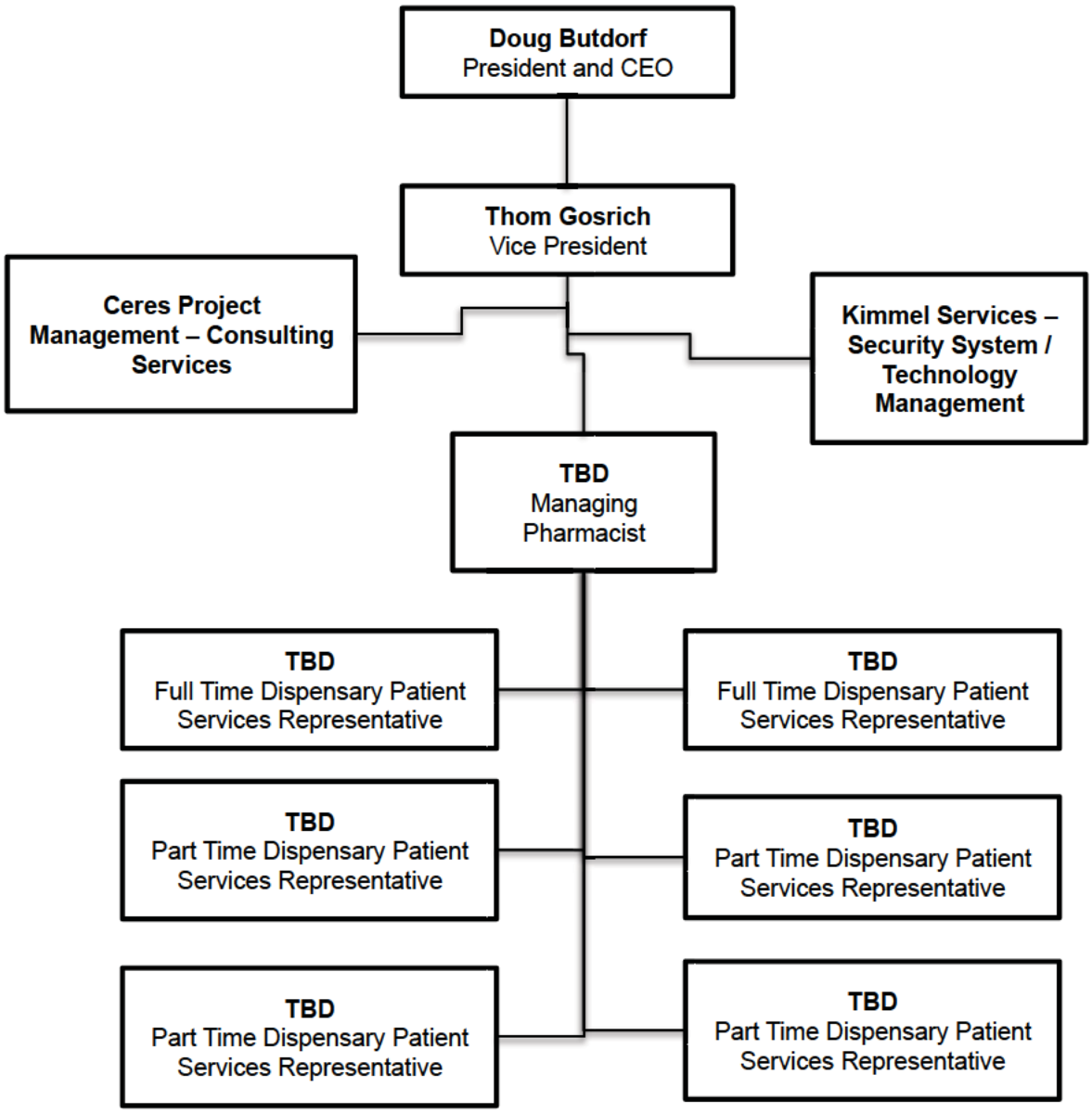
North Country Roots
Security, Logistics and IT Organizational Chart



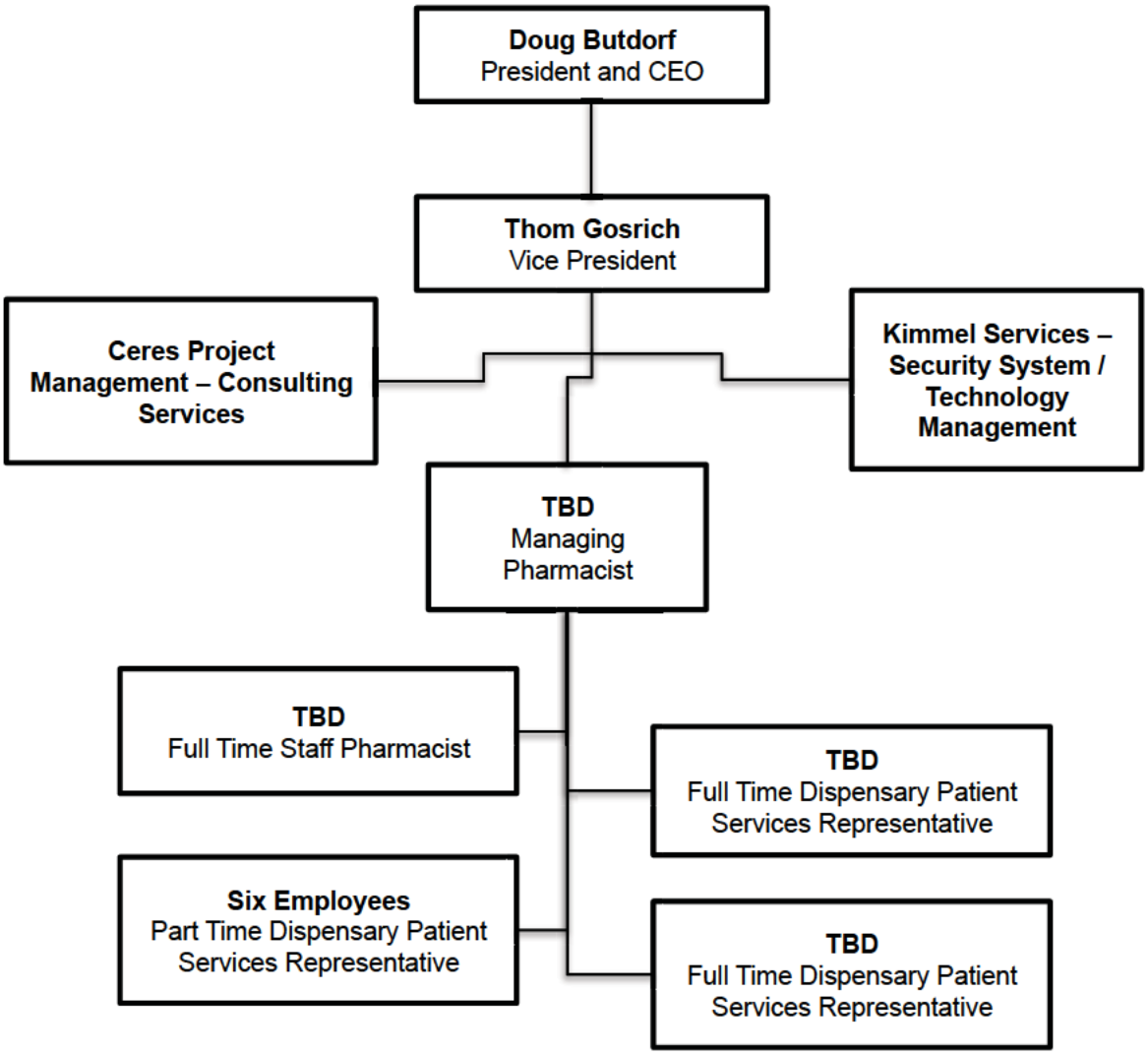
North Country Roots
Plattsburgh Dispensary Organizational Chart



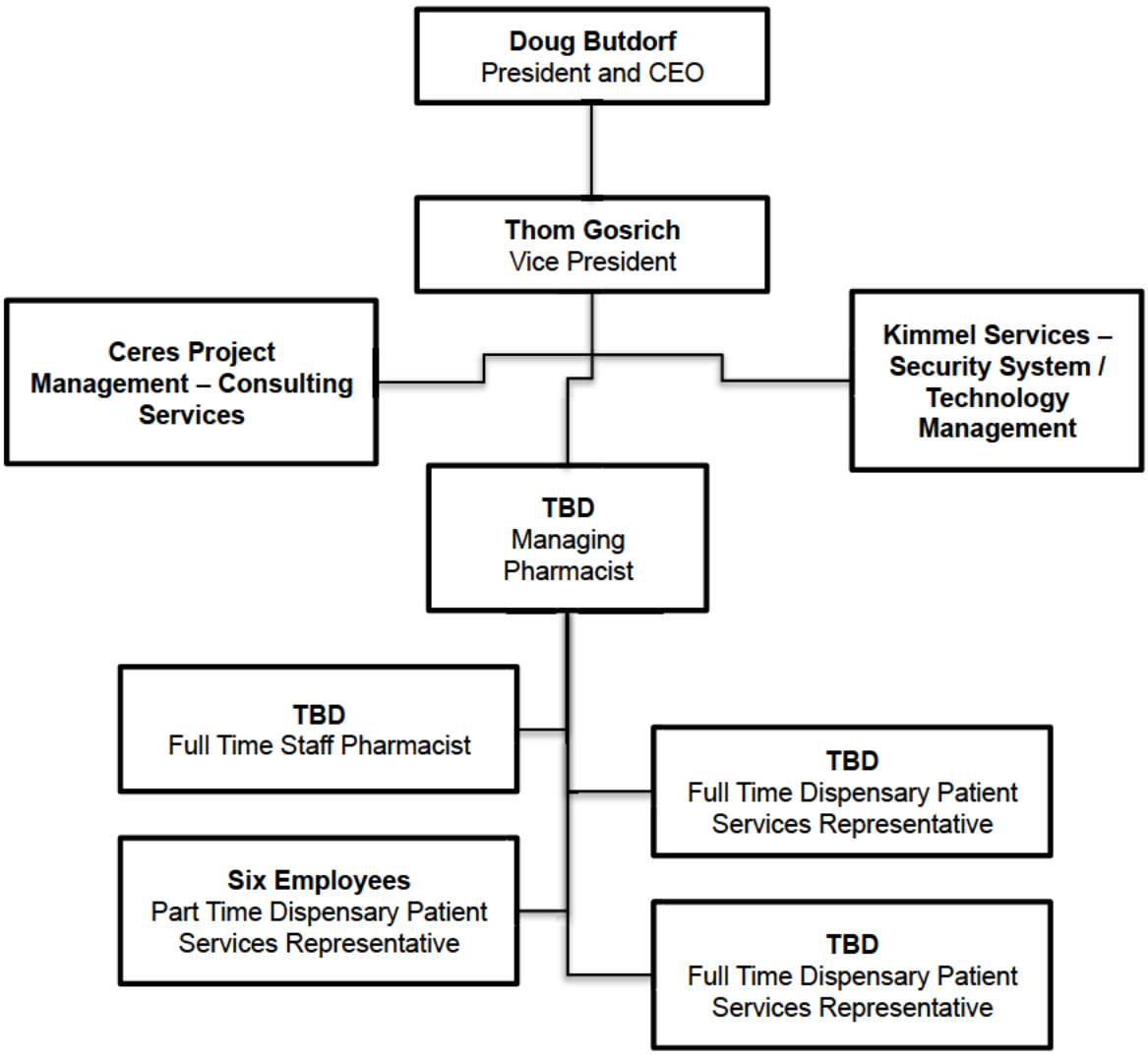
North Country Roots
Gouverneur Dispensary Organizational Chart



North Country Roots
Utica Dispensary Organizational Chart



North Country Roots
Clifton Park Dispensary Organizational Chart



Director of Grow Operations Job Description Draft

Reports to:

Job Description - The Director of Grow Operations is responsible for the grow portion of Production Facility operations including the maintenance and update of the Standard Operating Procedure guidelines for Seed to Harvest and Dry of medical cannabis. The Director of Grow Operations will be expected to generate a clean product meeting all lab testing requirements at targeted yield levels. He/she will initiate a continuous harvest schedule to consistently meet the demands of the qualifying patients of the state and ensure the quality and variety of the final products. The Director of Grow Operations will oversee a team of Assistant Growers, Plant Handlers, Harvester and Trimmers staff to help carry out the plan. The Director of Grow Operations will document, train, plan and be able to perform all the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, SCROGING, SOGING, topping, flushing, foliar and preventative sprays, harvesting, trimming, drying, secure waste disposal and inventory management. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Director of Grow Operations will have expert knowledge of the marijuana plant and its cultivation in addition to expert understanding of the necessary environmental controls including temperature and humidity levels, IPM systems, nutrient solutions, hydroponic equipment and tools, water filtration and chemical modification for pH balance, etc. Additionally, the Director of Grow Operations will know and be able to recognize and correct as well as train staff to recognize and correct threats to the plant environment. The Director of Grow Operations will have 5+ years experience growing large amounts of high quality, legal marijuana indoors using hydroponics and have demonstrated management experience. The position requires strong verbal and written communication skills. A Bachelor's Degree in Agriculture or Horticulture or Environmental Science is preferred, as well as experience working within regulated market.

Duties:

- Manage a large-scale warehouse and grow room environments.
- Perform all the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, SCROGING, SOGING, topping, flushing, foliar and preventative sprays, harvesting, trimming, drying, secure waste disposal and inventory management.
- Develop and/or maintain grow warehouse protocols and nutrient regiment.
- Manage grow warehouse working crew of 10 employees.
- Manage plant scheduling and organization to precisely project all garden needs on a daily, weekly, and monthly basis.
- Cataloging and analyzing each individual strain from clone to flower to harvesting and dyring.
- Execute preventative maintenance and elimination of all types of mold, powdery mildew, spider mites, root aphids, fungus gnats and other contaminants, etc.
- Maintain a clean and organized work environment.
- Mastery of drip irrigation and other hydroponic growing methods, including in-depth knowledge of PH; PPM counts.
- Mastery of Soil growing methods including micronutrients, beneficial bacteria and nutrient implementation.
- Working knowledge in container systems with soil and hydro as well as understanding temperature and humidity manipulation.
- Expert knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Well researched in new techniques and insight to expand knowledge in nutrient of individual strains, high yield recipes, controlled stress environments to different lighting systems and set ups.
- Comprehensive knowledge of Strains; Sativa, Indica and Hybrids.
- Assist state and local government auditors and law enforcement with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Facility maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- Growing for more than 5 years.
- You have at least 2 years commercial grow experience as a lead grower.
- Knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- Knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of grow warehouse.
- Advanced knowledge of the cannabis plant and genetics.
- Must be able to provide grow resume, pictures and portfolio at interview.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Assistant Grower Job Description Draft

Job Description - The Assistant Grower will report to the Director of Grow Operations and is responsible for the portions of grow operations according to Standard Operating Procedure guidelines for Seed to Harvest and Dry of medical marijuana. The Assistant Grower will be expected to assist in the generation of clean products meeting all lab testing requirements at targeted yield levels. He/she will assist in continuous harvest schedule development to consistently meet the demands of the qualifying patients of the state and ensure the quality and variety of the final products. The Assistant Grower will oversee a team of Plant Handlers, Harvester and Trimmers staff to help carry out the plan. The Assistant Grower will assist in documentation, training, planning and be able to perform most of the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, SCROGING, SOGING, topping, flushing, foliar and preventative sprays, harvesting, trimming, drying, secure waste disposal and inventory management. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Assistant Grower will have general knoweldge of the marijuana plant and its cultivation in addition to general understanding of the necessary environmental controls including temperature and humidity levels, IPM systems, nutrient solutions, hydroponic equipment and tools, water filtration and chemical modification for pH balance, etc. Additionally, the Assistant Grower will know and be able to recognize and correct threats to the plant environment. The Assistant Grower will have 1+ years experience growing large amounts of high quality, legal marijuana indoors using hydroponics and may have demonstrated management experience. The position requires strong verbal and written communication skills. A Bachelor's Degree in Agriculture or Horticulture or Environmental Science is preferred, as well as experience working within regulated market.

Duties:

- Assist in managing a large-scale warehouse and grow room environments.
- Perform most the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, SCROGING, SOGING, topping, flushing, foliar and preventative sprays, harvesting, trimming, drying, secure waste disposal and inventory management.
- Assist in development and/or maintenance grow warehouse protocols and nutrient regiment.
- Assist in management of grow warehouse working crew of 5 employees.
- Assist in management of plant scheduling and organization to precisely project all garden needs on a daily, weekly, and monthly basis.

- Assist in cataloging and analyzing each individual strain from clone to flower to harvesting and dyring.
- Execute preventative maintenance and elimination of all types of mold, powdery mildew, spider mites, root aphids, fungus gnats and other contaminants, etc.
- Maintain a clean and organized work environment.
- General knowledge of drip irrigation and other hydroponic growing methods, including general knowledge of PH; PPM counts.
- General knowledge of Soil growing methods including micronutrients, beneficial bacteria and nutrient implementation.
- General knowledge in container systems with soil and hydro as well as understanding temperature and humidity manipulation.
- General knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Initially and summarily researched in and generally familiar with new techniques and insight to expand knowledge in nutrient of individual strains, high yield recipes, controlled stress environments to different lighting systems and set ups.
- General knowledge of Strains; Sativa, Indica and Hybrids.
- Assist state and local government auditors and law enforcement with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Assist in facility maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- You have at least 1 year commercial grow experience.
- General knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- General knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of grow warehouse.
- General knowledge of the cannabis plant and genetics.
- Must be able to provide grow resume at interview.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Plant Handler - Trimmer - Harvester Job Description Draft

Job Description - The Plant Handler - Trimmer - Harvester (PHTH) will report to the Director of Grow Operations and will have dotted line reporting responsibility to the Assistant Growers. The PHTH role and is responsible portions of the grow operations according to Standard Operating Procedure guidelines for Seed to Harvest and Dry of medical marijuana. The PHTH will be expected to assist in the generation of clean products meeting all lab testing requirements at targeted yield levels. The PHTH will assist in documentation, training, planning and be able to perform most of the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, SCROGING, SOGING, topping, flushing, foliar and preventative sprays, harvesting, trimming, drying, secure waste disposal and inventory management.

Requirements and Qualifications - The PHTH will have basic knowledge of the plants and their cultivation in addition to basic understanding of the necessary environmental controls including, IPM systems, nutrient solutions, hydroponic equipment and tools, water filtration and chemical modification for pH balance, etc. Additionally, the PHTH will have the ability to learn to recognize and correct threats to the plant environment. The PHTH will have demonstrated experience or basic knowledge of Good Agricultural Practices. The position requires verbal and written communication skills. A Bachelor's Degree in Agriculture or Horticulture or Environmental Science is preferred.

Duties:

- Assist in execution of operations in a large-scale warehouse and grow room environment.
- Perform most of the tasks in the grow including: cloning, transplanting, feeding plants, defoliation, SCROGING, SOGING, topping, flushing, foliar and preventative sprays, harvesting, trimming, drying, secure waste disposal, cleaning and inventory management.
- Follow daily task management schedule as directed by Director of Grow Operations and Assistant Growers for all garden needs.
- Report tasks completed and any observations in Daily Task Management System
- Assist in cataloging and analyzing each individual strain from clone to flower to harvesting and dyring.
- Execute preventative maintenance and elimination of all types of mold, powdery mildew, spider mites, root aphids, fungus gnats and other contaminants, etc. as directed by the Director of Grow Operations.
- Maintain a clean and organized work environment according to Standard Operating Procedures.
- Basic knowledge of drip irrigation and other hydroponic growing methods, including general knowledge of PH; PPM counts.
- Basic knowledge of Soil growing methods including micronutrients, beneficial bacteria and nutrient implementation.

- Basic knowledge in container systems with soil and hydro as well as understanding temperature and humidity manipulation.
- Basic knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Willingness to learn and become familiar with new techniques and insight to expand knowledge in nutrient of individual strains, high yield recipes, controlled stress environments to different lighting systems and set ups.
- Basic knowledge of Strains; Sativa, Indica and Hybrids.
- Assist state and local government auditors and law enforcement with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Assist in facility maintenance and troubleshooting as necessary and as directed.

SKILLS / QUALIFICATIONS:

- Basic knowledge of large scale commercial plant cultivation including nutrient requirements, mediums, light requirements, temperature control, air flow, etc.
- Basic knowledge of plant diseases, insects and fungi, as well as plant treatment options
- Physical aptitude and health necessary to perform manual labor tasks required for the proper management of grow warehouse.
- Basic knowledge of plants.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Dispensary Managing Pharmacist Job Description Draft

GENERAL DESCRIPTION

Dispensary Managing Pharmacists are ultimately responsible for all aspects of medical marijuana care for NCR patients. The Managing Pharmacist must effectively interact with the patients, ownership, staff, law enforcement and vendors. The main responsibility of the Managing Pharmacist is to ensure that all patients receive the attention necessary to ensure the safe and effective use of the products that NCR provides. They must also coordinate and facilitate the transactions of the dispensary. They ensure that appropriate records are maintained and maintain contact with the grow facility. He/she must train employees to ensure that all know their role in the provision of care to NCR's patients.

QUALIFICATIONS

- Required
  - Must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
  - Must be at least 21 years of age.
  - Must meet the moral character requirements as specified by New York State.
  - Registered Pharmacist in the State of New York
  - Knowledge of the Compassionate Care Act and associated regulations
  - 2 years Experience as a Practicing Pharmacist
- Preferred
  - Management experience
  - Demonstrated skill counseling patients on proper medication use

DISPENSARY ENVIRONMENT

Health and safety considerations must be adhered to as follows:

- Maintain a thorough understanding of health and safety protocol for all on dispensary premises.
- Use security systems as instructed.
- Ensure that only registered patients or caregivers are admitted to the dispensary.
- Identify potential risks within the Practice environment and taking action to minimize those risks.
- Maintain up-to-date knowledge and training of health and safety guidelines.
- Understand and utilize appropriate infection control procedures, maintain order in work areas and keep the premises free from hazards.
- Immediately report potential risks as identified.

CONFIDENTIALITY AND DIVERSITY

- NCR dispensaries have access to sensitive information relating to patients. This must be kept strictly confidential at all times.
- Patients seeking information from NCR dispensaries do so in confidence and have the right to expect that staff will respect their privacy and act appropriately.
- Policies and procedures relating the protection of personal and sensitive information must be adhered to at all times.
- Confidential information must only be divulged to authorized persons in accordance with NCR policies and procedures.
- The privacy, dignity and beliefs of patients and colleagues must be respected.

MAINTAINING QUALITY

All dispensary employees must strive to:

- Effectively prioritize own time and workload.
- Alert colleagues to issues of quality and risk.
- Assess own performance and take accountability for own actions.
- Contribute to the effectiveness of the team by making suggestions for areas of improvement.
- Work constructively with individuals in other healthcare organizations to meet patient's needs.
- Communicate problems effectively with other team members and work together towards a solution.

CONTRIBUTION TO THE PRACTICE

All dispensary employees are expected to:

- Maintain and apply dispensary policies and seek to uphold standards.
- Discuss dispensary policies with other members of the team and seek to implement new services and quality standards where appropriate.
- Participate in audits when required.

POSITION SPECIFIC RESPONSIBILITIES

Duties may vary under the direction of Ownership depending on workload and staffing levels and may include the following:

- Manage all dispensary staff members including.
    - Assuming responsibility for recruitment and training of both new and existing staff, organizing participation in external courses and encouraging further qualifications.
    - Conduct periodic performance appraisals.
    - Coach, encourage and discipline dispensary staff when required.
- Attend and contribute to regular NCR meetings.
- Conduct regular and efficient dispensary staff meetings.
- Communicate with registered doctors as needed to care for NCR patients.
- Maintain stock levels within the dispensary and reordering when necessary.
- Check inventory for expiry dates, as well as maintain adequate stock control and rotation.
- Perform monthly, quarterly and annual sales reviews and provide suggestions for improvement to NCR leadership.
- Prepare reports as required by NCR leadership.
- Oversee accuracy and efficiency of dispensing staff.
- Perform initial and ongoing consultations with patients to ensure that an appropriate care plan is developed and followed.

- Fill initial supplies and issue refills to patients according to agreed time-scale and directions of authorizing Doctor.
- Oversee dispensary staff to ensure that all relevant paperwork is completed and signed by the patient.
- Verify that tracking systems are appropriately reporting dispensations to the ISTOP database.
- Ensure that all staff understand and appropriately use the seed to sale tracking program to track all product movement as appropriate.
- Ensure compliance with Compassionate Care Act and related regulations. Prepare and submit all required documents.
- Accept returned medication from patients according to NCR Policy and handle according to Quality Assurance plans.
- Dispose of returned or expired products according to NCR policy.
- Communicate effectively using email, telephone, fax and face-to-face regarding all inquiries from patients, doctors, hospitals, hospices and suppliers.
- Ensure the dispensary environment is clean and safe at all times.

Dispensary Patient Services Representative Job Description Draft

GENERAL DESCRIPTION

The Dispensary Patient Services Representatives are many times the first people that patients of NCR will encounter on their visits to the dispensary. Good communication skills and a high level of empathy are essential to ensure that all NCR patients are treated with care and compassion. The Dispensary Patient Services Representative is responsible for assisting the Pharmacist in all aspects of medical marijuana product preparation in the dispensary. They must also coordinate and facilitate the transactions of the dispensary. They ensure that appropriate records are maintained. He/she must assist in the training of employees to ensure that all know their role in the provision of care to NCR's patients.

QUALIFICATIONS

- Required
  - Must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
  - Must be at least 21 years of age.
  - Must meet the moral character requirements as specified by New York State.
  - Knowledge of the Compassionate Care Act and associated regulations.
  - High School diploma or GED.
- Preferred
  - Experience as a pharmacy technician.
  - Employment experience in a patient care setting.
  - Experience in patient services.

DISPENSARY ENVIRONMENT

Health and safety considerations must be adhered to as follows:

- Maintain a thorough understanding of health and safety protocol for all on dispensary premises.
- Use security systems as instructed.
- Ensure that only registered patients or caregivers are admitted to the dispensary.
- Identify potential risks within the Practice environment and taking action to minimize those risks.
- Maintain up-to-date knowledge and training of health and safety guidelines.
- Understand and utilize appropriate infection control procedures, maintain order in work areas and keep the premises free from hazards.
- Immediately report potential risks as identified.

CONFIDENTIALITY AND DIVERSITY

- NCR dispensaries have access to sensitive information relating to patients. This must be kept strictly confidential at all times.
- Patients seeking information from NCR dispensaries do so in confidence and have the right to expect that staff will respect their privacy and act appropriately.
- Policies and procedures relating the protection of personal and sensitive information must be adhered to at all times.
- Confidential information must only be divulged to authorized persons in accordance with NCR policies and procedures.
- The privacy, dignity and beliefs of patients and colleagues must be respected.

MAINTAINING QUALITY

All NCR employees must strive to:

- Effectively prioritize own time and workload.
- Alert colleagues to issues of quality and risk.
- Assess own performance and take accountability for own actions.
- Contribute to the effectiveness of the team by making suggestions for areas of improvement.
- Work constructively with individuals in other healthcare organizations to meet patient's needs.
- Communicate problems effectively with other team members and work together towards a solution.

CONTRIBUTION TO THE PRACTICE

All NCR employees are expected to:

- Maintain and apply dispensary policies and seek to uphold standards.
- Discuss dispensary policies with other members of the team and seek to implement new services and quality standards where appropriate.
- Participate in audits when required.

POSITION SPECIFIC RESPONSIBILITIES

Duties may vary under the direction of NCR management depending on workload and staffing levels and may include the following:

- Assist the pharmacist in the technical aspects of dispensing medical marijuana products including and prepare products to be verified by the pharmacist prior to dispensing.
    - Retrieve products to be dispensed from the secure storage area.
    - Enter or verify specifics of product to be dispensed in the seed to sale tracking system.
    - Label products with patient specific dispensing labels generated by the seed to sale tracking system.
    - Retrieve the patient safety insert for inclusion with the dispensed product.
- Verify inventory counts frequently as specified in dispensary policies.
- Attend and contribute to dispensary staff meetings.
- Maintain stock levels within the dispensary and reorder products when necessary.
- Check inventory for expiry dates, as well as maintain adequate stock control and rotation.
- Prepare reports as required by Dispensary Manager.
- Verify that patients do not have any questions for the pharmacist or do not require any additional consultation when acquiring refills.
- Verify that tracking systems are appropriately reporting dispensations to the ISTOP database.
- Conduct end of day counts as required by dispensary procedures.
- Use the seed to sale tracking program to track all product movement as appropriate.

- Accept returned medication from patients according to NCR Policy and send returned or expired products to the production facility for destruction according to NCR policy.
- Report errors in dispensing to the Director of QA/QC/Laboratory immediately.
- Communicate effectively using email, telephone, fax and face-to-face regarding all inquiries from patients, doctors, hospitals, hospices and suppliers.
- Ensure the dispensary environment is clean and safe at all times.

Staff Pharmacist Job Description Draft

GENERAL DESCRIPTION

In the absence of the Dispensary Managing Pharmacist, the Staff Pharmacist is responsible for all aspects of medical marijuana care for North Country Roots' (NCR) patients. The Staff Pharmacist must effectively interact with the patients, staff, law enforcement. The main responsibility of the Staff Pharmacist is to ensure that all patients receive the attention necessary to ensure the safe and effective use of the products that NCR provides. They must also coordinate and facilitate the transactions of the dispensary. They ensure that appropriate records are maintained. He/she must assist in the training of employees to ensure that all know their role in the provision of care to NCR's patients.

QUALIFICATIONS

- Required
  - Must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
  - Must be at least 21 years of age.
  - Must meet the moral character requirements as specified by New York State.
  - Registered Pharmacist in the State of New York.
  - Knowledge of the Compassionate Care Act and associated regulations.
  - 2 years Experience as a Practicing Pharmacist.
- Preferred
  - Demonstrated skill counseling patients on proper medication use.

DISPENSARY ENVIRONMENT

Health and safety considerations must be adhered to as follows:

- Maintain a thorough understanding of health and safety protocol for all on dispensary premises.
- Use security systems as instructed.
- Ensure that only registered patients or caregivers are admitted to the dispensary.
- Identify potential risks within the Practice environment and taking action to minimize those risks.
- Maintain up-to-date knowledge and training of health and safety guidelines.
- Understand and utilize appropriate infection control procedures, maintain order in work areas and keep the premises free from hazards.
- Immediately report potential risks as identified.

CONFIDENTIALITY AND DIVERSITY

- NCR dispensaries have access to sensitive information relating to patients. This must be kept strictly confidential at all times.
- Patients seeking information from NCR dispensaries do so in confidence and have the right to expect that staff will respect their privacy and act appropriately.

- Policies and procedures relating the protection of personal and sensitive information must be adhered to at all times.
- Confidential information must only be divulged to authorized persons in accordance with NCR policies and procedures.
- The privacy, dignity and beliefs of patients and colleagues must be respected.

MAINTAINING QUALITY

All NCR employees must strive to:

- Effectively prioritize own time and workload.
- Alert colleagues to issues of quality and risk.
- Assess own performance and take accountability for own actions.
- Contribute to the effectiveness of the team by making suggestions for areas of improvement.
- Work constructively with individuals in other healthcare organizations to meet patient's needs.
- Communicate problems effectively with other team members and work together towards a solution.

CONTRIBUTION TO THE PRACTICE

All NCR employees are expected to:

- Maintain and apply dispensary policies and seek to uphold standards.
- Discuss dispensary policies with other members of the team and seek to implement new services and quality standards where appropriate.
- Participate in audits when required.

POSITION SPECIFIC RESPONSIBILITIES

Duties may vary under the direction of NCR management depending on workload and staffing levels and may include the following:

- Manage all dispensary staff members in the absence of the Dispensary Manager including.
    - Assist with training of dispensary staff.
    - Coach, encourage and provide feedback dispensary staff.
    - Report to Dispensary Managing Pharmacist on employee performance.
- Attend and contribute to dispensary staff meetings.
- Communicate with certified physicians as needed to care for NCR patients.
- Maintain stock levels within the dispensary and reordering when necessary.
- Check inventory for expiry dates, as well as maintain adequate stock control and rotation.
- Take responsibility for invoices, payment and statements.
- Prepare reports as required by Dispensary Manager.
- Oversee accuracy and efficiency of dispensing staff.
- Perform initial and ongoing consultations with patients to ensure that an appropriate care plan is developed and followed.
- Fill initial supplies and issue refills to patients according to agreed time-scale and according to the certification of the registered practitioner.
- Oversee dispensary staff to ensure that all relevant paperwork is completed and signed by the patient as necessary.
- Verify that tracking systems are appropriately reporting dispensations to the ISTOP database.
- Conduct end of day counts as required by dispensary procedures.
- Ensure that all staff understand and appropriately use the seed to sale tracking program to track all product movement as appropriate.

- Ensure compliance with Compassionate Care Act and related regulations. Prepare and submit all required documents.
- Accept returned medication from patients according to NCR Policy and handle according to Quality Assurance plans.
- Report errors in dispensing to the Director of QA/QC/Laboratory immediately.
- Send returned or expired products to the production facility for destruction according to NCR policy.
- Communicate effectively using email, telephone, fax and face-to-face regarding all inquiries from patients, doctors, hospitals, hospices and suppliers.
- Ensure the dispensary environment is clean and safe at all times.

Production Manager Job Description Draft

Reports to: Vice-President

Job Description - The Production Manager is responsible for all aspects of product formulation and manufacturing of the brands, and associated forms produced by the registered organization. The production manager will ensure appropriate sampling procedures are followed to permit validation of all required processes by the Director of QA/QC. They are responsible for ensuring all SOPs are followed in order to produce products that meet standards of conformance for purity, strength and consistency of brand and form. They are responsible for the production facility including the maintenance and update of the Standard Operating Procedure for production. He/she will develop and manage a production schedule to ensure that the registered organization consistently meets the demands of the qualifying patients of the state and ensure the quality of the final products. The Production Manager will oversee the Extraction Lead and the Formulation Production Lead to ensure the consistent production of high quality products in quantities sufficient to meet the needs of the patients registered organization. The Production Manager will document, train, plan and be able to perform all the tasks in the production facility including plant matrix preparation, decarboxylation, extraction, purification, blending and formulation. They will be expert operators of the SFE extraction system, the SFC 350 purification system, the RoboCap RL 304 and any other production equipment. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Production Manager will have expert knowledge of the marijuana plant and extraction and purification methods required consistently extract active and inactive compounds from batches plant materials. Additionally, the Production Manager will be able to conform to QA/QC protocols to permit testing of materials at any and all stages of the production process.

Duties:

- Manage the production facilities assist in management of product storage areas.
- Ensure all production staff follow all aspects of the QA/QC program to comply with Department of Health requirements.

- Assist in Developing, implementing, managing, auditing and maintenance of quality systems to support production and development activities.
- Perform lot release activities, including lot file compliance review.
- Assist with investigations of all non-conformances (deviations, OOS).
- Ensure that cGMP requirements and quality standards are recognized, understood and maintained across in the production area.
- Ensure in-process and finished products and processes conform to in-house policies and procedures as well as other applicable regulations and guidelines.
- Budgetary and managerial responsibility for production.
- Work across all disciplines (e.g. grow, manufacturing, clinical, R&D, etc.) to ensure that the Company maintains a state of readiness for inspection by regulatory agencies.
- Manage production schedules.
- Maintain record keeping system for all production equipment.
- Execute or oversee preventative maintenance and cleaning of all production equipment.
- Maintain a clean and organized work environment.
- Well researched in new techniques and insight to expand knowledge of production and formulation methods for marijuana.
- Assist Director of QA/QC and Laboratory with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Production equipment maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- Degree (advanced degree preferred) in biochemistry or relevant scientific discipline.
- Quality professional with 10+ years of hands on experience with increasing responsibility in a QA function.
- Prior responsibility for Quality Control.
- Significant hands on experience in a biopharmaceutical company, including clinical and commercial products.
- Hands on experience implementing quality systems in a GXP environment, and direct experience with FDA and other health authority inspections.
- Ability to critically evaluate and troubleshoot complex problems is essential.
- Demonstrated management experience.
- Strong written and verbal communication skills.
- Ability to absorb, digest and relate detailed scientific, quality, and regulatory information.
- Advanced knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Extraction Lead Job Description Draft

Reports to: Production Manager

Job Description - The Extraction Lead is responsible for all aspects of extraction of medicinal compounds from marijuana for use in blending to constitute brands identified by North Country Roots. The Extraction Lead will be responsible for all extraction equipment configuration and will develop and establish appropriate methods for each strain of marijuana to be extracted. The methods will establish pre-set extraction-run conditions for flow, temperature, and pressure, and other run parameters to be used by extraction technicians to process batches of marijuana. The Extraction Lead will ensure appropriate sampling procedures are followed to permit validation of all required processes by the laboratory. They are responsible for ensuring all SOPs are followed in order to produce extracted products that meet standards of conformance for purity, strength and consistency. They are responsible for the extraction equipment including the maintenance and update of the Standard Operating Procedure for extraction. He/she will follow the production schedule to ensure adequate supply of extracted products for the production team. The Extraction Lead will oversee the training and validate the competence of the Extraction Technicians. The Extraction Lead will document, train, plan and be able to perform all the tasks in the extraction area including plant matrix preparation, decarboxylation, extraction and purification if necessary. They will be expert operators of the SFE extraction system, the SFC 350 purification system, and any other extraction related equipment. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Extraction Lead will have expert knowledge of the marijuana plant and extraction and purification methods required to consistently extract active and inactive compounds from batches plant materials. Additionally, the Production Manager will be able to conform to QA/QC protocols to permit testing of materials at any and all stages of the production process.

Duties:

- Manage the extraction operation and assist in management of product storage areas.

- Ensure all Extraction Technician(s) follow all aspects of the QA/QC program to comply with Department of Health requirements.
- Assist in Developing, implementing, managing, auditing and maintaining quality systems to support production and development activities.
- Program modes for particular brands as necessary in order to permit Extraction Technicians to extract specified strains at appropriate conditions.
- Assist with investigations of all non-conformances (deviations, OOS).
- Ensure that quality standards are recognized, understood and maintained across in the production area.
- Ensure in-process and finished products and processes conform to in-house policies and procedures as well as other applicable regulations and guidelines.
- Budgetary and managerial responsibility for extraction.
- Conform to and assist in development of production schedules.
- Maintain record keeping system for all extraction equipment.
- Execute or oversee preventative maintenance and cleaning of all extraction equipment.
- Maintain a clean and organized work environment.
- Well researched in new techniques and insight to expand knowledge of extraction methods for marijuana.
- Assist Director of QA/QC and Laboratory with inventory, and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Extractor maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- BA/BS in Chemistry or equivalent combination of education and experience.
- 5+ years real world laboratory experience.
- 2+ years leadership experience with proven track record for effectively managing a strong team.
- Expertise in subcritical and supercritical CO2 extraction methods as well as the purification, separation and isolation of various compounds of cannabis.
- Excellent research and data organization skills are very important. Ability to use a variety of Google and cloud based programs such as Docs, Spreadsheets, Tasks, and Calendar among others.
- MUST have skills to manage internal and external conflicts while empowering team members to problem solve independently.
- Ability to critically evaluate and troubleshoot complex problems is essential.
- Demonstrated management experience.
- Strong written and verbal communication skills.
- Ability to absorb, digest and relate detailed scientific, quality, and regulatory information.
- Experience in an FDA regulated environment.
- Advanced knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
  - You are at least 21 years of age.
  - You meet the moral character requirements as specified by New York State.

Extraction Technician Job Description Draft

Reports to: Extraction Lead

Job Description - The Extraction Technician is responsible for extraction of medicinal compounds from marijuana under the direction of the Extraction Lead. The Extraction Technician will be responsible for operating extraction equipment using appropriate pre-defined methods for each strain of marijuana to be extracted. The methods will be used to establish pre-set extraction-run conditions for flow, temperature, and pressure, and other run parameters to be used to process batches of marijuana. The Extraction Technician will follow appropriate sampling procedures to permit validation of all required processes by the laboratory. They are responsible for following all SOPs in order to produce extracted products that meet standards of conformance for purity, strength and consistency. They are responsible for the extraction equipment including maintenance and troubleshooting. He/she will follow the production schedule to ensure adequate supply of extracted products for the production team.

Requirements and Qualifications - The Extraction Technician will have knowledge of laboratory procedures and extraction and purification methods required to consistently extract active and inactive compounds from batches plant materials. Additionally, the Extraction Technician will be able to conform to QA/QC protocols to permit testing of materials at any and all stages of the production process.

Duties:

- Operate extraction equipment and store extracted components appropriately in designated storage areas.
- Follow all aspects of the QA/QC program to comply with Department of Health requirements.
- Use modes pre-defined for particular strains as necessary in order to operate extraction equipment at appropriate conditions.
- Assist with investigations of all non-conformances (deviations, OOS).
- Ensure that quality standards are recognized, understood and maintained across the production area.
- Ensure in-process and finished products and processes conform to in-house policies and procedures as well as other applicable regulations and guidelines.
- Conform to production schedules.

- Maintain record keeping system for all extraction equipment.
- Execute or oversee preventative maintenance and cleaning of all extraction equipment.
- Maintain a clean and organized work environment.
- Stay current in research related to new techniques of extraction methods for marijuana.
- Assist laboratory with inventory, and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Extractor maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- BA/BS in Chemistry or equivalent combination of education and experience.
- 2+ years real world laboratory experience.
- Expertise in subcritical and supercritical CO2 extraction methods as well as the purification, separation and isolation of various compounds from plant materials.
- Excellent research and data organization skills are very important. Ability to use a variety of Google and cloud based programs such as Docs, Spreadsheets, Tasks, and Calendar among others.
- MUST have skills to manage internal and external conflicts while empowering team members to problem solve independently.
- Ability to critically evaluate and troubleshoot complex problems is essential.
- Strong written and verbal communication skills.
- Ability to absorb, digest and relate detailed scientific, quality, and regulatory information.
- Experience in an FDA regulated environment.
- General knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Production Worker Job Description Draft

Reports to: Vice-President

Job Description - The Production Worker is responsible performing product formulation and manufacturing of the brands, and associated forms produced by the registered organization. Production Workers will follow sampling procedures to permit validation of all required processes by the laboratory. They will follow appropriate SOPs in order to produce products that meet standards of conformance for purity, strength and consistency of brand and form. They are responsible for following recipes for brands and forms according to the Standard Operating Procedures for production. He/she will follow the production schedule to ensure that adequate supply of medications are available for qualifying patients while reducing waste and ensuring the quality of the final products. The Production Worker will perform all the tasks associated with production including plant matrix preparation, decarboxylation, extraction, purification, blending and formulation. They will be capable of operating the SFE extraction system, the SFC 350 purification system, the RoboCap RL 304 and any other production equipment. North Country Roots, Inc. employees must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Production Worker will have general knowledge of the marijuana plant, extraction, purification, blending for brands and compounding forms. Additionally, the Production Worker will conform to QA/QC protocols to permit testing of materials at any and all stages of the production process.

Duties:

- Performance of daily tasks and appropriately track of components and completed products in product storage areas.
- Follow all aspects of the QA/QC program to comply with Department of Health requirements.
- Assist with investigations of all non-conformances (deviations, OOS).
- Recognize and understand quality standards for the production area.
- Ensure in-process and finished products and processes conform to in-house policies and procedures as well as other applicable regulations and guidelines.
- Work across all disciplines (e.g. grow, manufacturing, clinical, R&D, etc.) to ensure that the Company maintains a state of readiness for inspection by regulatory agencies.

- Follow production schedules.
- Maintain record keeping system for all production equipment.
- Execute preventative maintenance and cleaning of all production equipment.
- Maintain a clean and organized work environment.
- Assist Director of QA/QC and Laboratory with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Production equipment maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- Degree in biochemistry or relevant scientific discipline.
- Prior experience working with a Quality Control.
- Significant hands on experience in a biopharmaceutical company, including clinical and commercial products.
- Ability to critically evaluate and troubleshoot complex problems is essential.
- Strong written and verbal communication skills.
- Ability to absorb, digest and relate detailed scientific, quality, and regulatory information.
- General knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Formulation Production Lead Job Description Draft

Reports to: Vice-President

Job Description - The Formulation Production Lead is responsible for managing product formulation and manufacturing of the brands, and associated forms produced by the registered organization. The Formulation Production Lead will ensure appropriate sampling procedures are followed to permit validation of all required processes by the laboratory. They are responsible for ensuring all Production Workers follow appropriate SOPs in order to produce products that meet standards of conformance for purity, strength and consistency of brand and form. They are responsible for the formulation of products including blending extracted components to create brands and compounding to create forms according to the Standard Operating Procedures for production. He/she will assist with developing and managing the production schedule to ensure that the adequate supply of medications are available for qualifying patients while reducing waste and ensuring the quality of the final products. The Formulation Production Lead will oversee the Production Workers to ensure optimal performance of the production team. The Formulation Production Lead will document, train, plan and be able to perform all the tasks associated with production including plant matrix preparation, decarboxylation, extraction, purification, blending and formulation. They will be capable of operating the SFE extraction system, the SFC 350 purification system, the RoboCap RL 304 and any other extraction equipment. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Formulation Production Lead will have general knowledge of the marijuana plant and extraction and purification methods required consistently extract active and inactive compounds from batches plant materials. Additionally, the Formulation Production Lead will conform to QA/QC protocols to permit testing of materials at any and all stages of the production process.

Duties:

- Manage the Production Workers in performance of their daily tasks and assist in management of product storage areas.
- Ensure all production staff follow all aspects of the QA/QC program to comply with Department of Health requirements.
- Assist in Developing, implementing, managing, auditing and maintenance of quality systems to support production and development activities.
- Perform lot release activities, including lot file compliance review.
- Assist with investigations of all non-conformances (deviations, OOS).
- Ensure that quality standards are recognized, understood and maintained in the production area.
- Ensure in-process and finished products and processes conform to in-house policies and procedures as well as other applicable regulations and guidelines.
- Work across all disciplines (e.g. grow, manufacturing, clinical, R&D, etc.) to ensure that the Company maintains a state of readiness for inspection by regulatory agencies.
- Manage production schedules.
- Maintain record keeping system for all production equipment.
- Execute or oversee preventative maintenance and cleaning of all production equipment.
- Maintain a clean and organized work environment.
- Well researched in new techniques and insight to expand knowledge of production and formulation methods for marijuana.
- Assist Director of QA/QC and Laboratory with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Production equipment maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- Degree in biochemistry or relevant scientific discipline.
- Quality professional with 5+ years of hands on experience in a QA function.
- Prior responsibility for Quality Control.
- Significant hands on experience in a biopharmaceutical company, including clinical and commercial products.
- Hands on experience implementing quality systems in a GXP environment, and direct experience with FDA and other health authority inspections.
- Ability to critically evaluate and troubleshoot complex problems is essential.
- Strong written and verbal communication skills.
- Ability to absorb, digest and relate detailed scientific, quality, and regulatory information.
- Advanced knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Packaging Manager Job Description Draft

Reports to: Director QA/QC/Laboratory

Job Description - The Packaging Manger is responsible for assuring the quality of all packaged products produced by the registered organization. They are responsible for the creation of Standard Operating Procedures for all packaging operations. The Packaging Manger will be expected to validate that all products packaged by the registered organization will meet standards for packaging and labeling. He/she will ensure packages and labels include all requirements including tamper evident seals, thermal labeling, product name, lot, expiry, storage conditions, etc. The Packaging Manger will oversee the packaging staff to ensure all products are packaged in accordance to site and regulatory specifications. The Packaging Manager will document, train, plan and be able to perform all the tasks in the packaging department including the RoboCap RL 304 and any other packaging equipment. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Packaging Manager will have experience performing packaging activities of finished dosage forms. Additionally, the Packaging Manager will have an excellent understanding of regulatory requirements for packaged dosage forms including performance checks, acceptable quality limits (AQL's)for defects, appropriate sampling schemes, labeling requirements, etc. The Packaging Manger will have 5+ years packaging experience and have demonstrated management experience. The position requires strong verbal and written communication skills. A Bachelor of Science Degree in Biology or Chemistry is preferred, as well as experience working within a FDA regulated industry.

Duties:

- Manage the packaging areas.
- Develop SOP's for packaging department and train packaging staff.
- Notify quality of all non-conformances related to packaging operations.
- Assist with investigations of all non-conformances (deviations, OOS).
- Ensure that cGMP requirements and quality standards are recognized, understood and maintained.
- Budgetary and managerial responsibility for Packaging department..
- Work with quality to ensure that the company maintains a state of readiness for inspection by regulatory agencies.
- Manage product packaging schedules.
- Maintain record keeping system for all packaging equipment.
- Execute or oversee preventative maintenance and cleaning of all packaging equipment.
- Maintain a clean and organized work environment.
- Well researched in various packaging techniques and insight to expand knowledge of packaging methods for marijuana.

- Assist state and local government auditors and law enforcement with compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Ensure all production staff follow all aspects of the QA/QC program to comply with Department of Health requirements.
- Ensure that cGMP requirements and quality standards are recognized, understood and maintained across in the production area.

SKILLS / QUALIFICATIONS:

- Degree (advanced degree preferred) in biochemistry or relevant scientific discipline.
- Quality professional with 10+ years of hands on experience with increasing responsibility in a QA function.
- Demonstrated management experience.
- Strong written and verbal communication skills.
- Significant hands on experience in a biopharmaceutical company, including clinical and commercial products.
- Prior responsibility for Quality Control.
- Hands on experience implementing quality systems in a GMP environment, and direct experience with FDA and other health authority inspections.
- Strong written and verbal communication skills.
- Ability to absorb, digest and relate detailed scientific, quality, and regulatory information.
- Advanced knowledge of the cannabis analysis methods.
- Ability to critically evaluate and troubleshoot complex problems is essential.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Director of Finance and Administration Job Description Draft

Job Description - The Director of Finance and Administration reports to the CEO and will implement the infrastructure and systems needed to support the strategic objectives of NCR. He/She will be responsible for the oversight of administrative and financial systems including finance, accounting, human resources, purchasing, and physical infrastructure. As a member of the senior management team, the Director of Finance and Administration will be involved in a range of strategic planning and internal initiatives.

He/She will work closely with the CEO and the senior management team in developing North Country Roots' strategic plans. The Director of Finance and Administration will act as the primary liaison to the board of directors' finance committee, working closely with the committee to strengthen NCR's financial position and other items as required. He/She will continually evaluate best industry practices in comparison to internal systems and needed resources, with an eye toward both future needs and budget realities. The Director of Finance and Administration will be responsible for understanding and identifying tax and financing issues associated to section 280e of the US Tax Code. The Director of Finance and Administration will be chief contact with labor unions and collective bargaining procedure.

The Director of Finance and Administration will be responsible for direct banking relationships and will work with the Vice President of Security and the Director of Security to ensure security in cash handling. He/She will establish plans, procedures and technologies to minimize cash transactions through the implementation of alternate payment systems.

This executive will have direct management responsibility for a staff of two, which includes Office Manager / Receptionist and Bookkeeper / HR Manager.

Finance and Budgeting

The Director of Finance and Administration will have overall financial management responsibility including the review and approval of monthly, quarterly, and annual financial reporting materials and metrics for the Senior Management Team and board of directors. He/She will oversee budgeting, financial forecasting, cash flow and coordination of audit activities as well as accounts payable and receivable. The Director of Finance and Administration will interface with the State Department of Health as needed to provide required reporting and information related to patient transactions, cost accounting and other needs as needed by the State.

Administration/Operations -

The executive will serve as a partner to the CEO on the organization's administrative and financial processes, with a goal of continuously developing and improving systems. He/She must evaluate and recommend improvements in NCR's information technology infrastructure, implementing new technologies to support key capabilities as required for future growth, and to support and drive key human resource initiatives.

The Director of Finance and Administration will also partner with CEO and the rest of the management team to ensure that the focus remains on the organization's mission while maintaining the culture that drives NCR's caring and compassionate corporate culture.

Requirements and Qualifications -

The Director of Finance and Administration will have at least 10+ years of experience, with at least five years managing the finance and administration of a $5 million to $10 million organization or business unit. The successful candidate will have experience leading planning efforts and running operationally effective organizations that have multiple functional areas. The Director of Finance and Administration will have management experience over cash handling process and will have proven track record in Union relationships. The Director of Finance and Administration must harness technology solutions in order to more quickly and efficiently communicate resources needed for key activities and performance against plans. Working knowledge of manufacturing and retail businesses would be helpful, but not mandatory. NCR has a strong preference for someone who has operated in a fast growing startup environment with limited existing protocols, procedures and tools.

Skills / Qualifications -

- Demonstrated experience in financial management and accounting
- Experience with audit, legal compliance, and budget development
- Organization development, human resources management experience
- General management skills
- Proven effectiveness managing others, empowering them to make decisions
- Technologically savvy, with experience overseeing information technology systems
- Experience effectively communicating key data, including presentations to senior management, the Board or other outside partners/influencers/clients
- Success seeing beyond the numbers, identifying trends and new possibilities
- Bachelor's degree required, advanced degree and/or CPA preferred

Requirements -

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
  - You are at least 21 years of age.
  - You meet the moral character requirements as specified by New York State.

Marketing Manager and Physician Outreach Coordinator Job Description Draft

Description: The Marketing Manager and Physician Outreach Coordinator will work within the state's guidelines to ensure physicians in the service area of North Country Roots are aware of the approved list of medical marijuana products. Medical Marijuana is newly available in New York State. The role of the physician in the New York State is to issue a patient certification for the use of an approved medical marijuana product by a qualifying patient. This role is subject to a number of provisions in the New York State Medical Marijuana Regulations. The Marketing Manager and Physician Outreach Coordinator's responsibility will be to fully review and understand the provisions of the regulations in regard to Physician outreach and in relation to strategic marketing initiatives. He/She will be primary contact and point person responsible for relationships with marketing and public relation service providers and will direct and guide those outside organizations on the requirements of the New York State Medical Marijuana Program's statutory and regulatory requirements regarding marketing, advertising and physician outreach.

Main Job Tasks and Responsibilities -

- research and understand regulatory requirements
- plan work schedules and timetables
- plan and implement an effective call plan
- build effective business relationships with healthcare providers
- cold calling health care professionals to set up appointments
- distribute allowable information to health care professionals
- answer questions from healthcare professionals
- organize and execute information presentations
- develop and present educational programs
- organize group events and conferences for healthcare professionals
- maintain detailed records of all contacts and meetings and creating reports when needed
- keeping current with industry and available medical marijuana clinical data and presenting this data to health care professionals
- keeping informed about the activities of health care professionals and organizations in a specific area
- keeping current with the competition's products, service offerings and activity
- establish and maintain effective working relationships with all company support departments

Education and Experience -

- bachelor's degree, preferably in science
- general understanding of health sciences like epidemiology, biotechnology and pharmacology
- experience in the pharmaceutical or healthcare industry
- proven ability to promote and provide information on products and services
- a healthcare background such as nursing is as acceptable as sales experience
- on-the job company training program
- good product knowledge

Requirements -

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Director of QA/QC/Laboratory Job Description Draft

Reports to: Vice-President

Job Description - The Director of QA/QC/Laboratory is responsible for assuring the quality of all products produced by the registered organization and for all laboratory testing conducted by the registered organization. They are responsible for the laboratory including the maintenance and update of the Standard Operating Procedure for laboratory operations and quality assurance. The Director of QA/QC and Laboratory will be expected to validate that all products produced by the registered organization will meet standards for purity, brand conformance and concentration. He/she will initiate a Quality Assurance and Quality Control program to ensure that the registered organization consistently meets the demands of the qualifying patients of the state and ensure the quality of the final products. The Director of QA/QC/Laboratory will oversee the lab technician and packaging manager to help carry out the Quality Assurance and Quality Control plans. The Director of QA/QC/Laboratory will document, train, plan and be able to perform all the tasks in the laboratory including sample preparation, operation of the UPC2, fluoroscope, scales, balances, centrifuges, and any other tasks required in the laboratory. North Country Roots, Inc. managers must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Director of QA/QC/Laboratory will have expert knowledge of the marijuana plant and laboratory testing required to identify the ratios of active and inactive compounds and their relative concentrations in samples of plant materials, extracted product or final dosage formulations. Additionally, the Director of QA/QC/Laboratory be able to identify contaminants in materials at any stage of the production process. The Director of QA/QC/Laboratory will have 5+ years laboratory experience and 3+ years of quality assurance responsibility and have demonstrated management experience. The position requires strong verbal and written communication skills. A Bachelor of Science Degree in Biology or Chemistry is preferred, as well as experience working within a FDA regulated industry.

Duties:

- Manage the clinical laboratory and product storage areas.
- Develop and/or maintain QA/QC program to comply with Department of Health requirements.
- Develop, implement, manage, audit and maintain quality systems to support production and development activities.
- Perform lot release activities, including lot file compliance review.
- Oversee investigations of all non-conformances (deviations, OOS).
- Ensure that cGMP requirements and quality standards are recognized, understood and maintained across the Company.
- Ensure in-process and finished products and processes conform to in-house policies and procedures as well as other applicable regulations and guidelines.
- Budgetary and managerial responsibility for QA, QC and Laboratory.
- Work across all disciplines (e.g. manufacturing, clinical, R&D, etc.) to ensure that the Company maintains a state of readiness for inspection by regulatory agencies.
- Manage product testing schedules.
- Maintain record keeping system for all analytical instruments.
- Execute or oversee preventative maintenance and cleaning of all laboratory equipment.
- Maintain a clean and organized work environment.
- Well researched in new techniques and insight to expand knowledge of analysis methods for marijuana.
- Assist state and local government auditors and law enforcement with inventory, sales and compliance audits.
- Comply with all HR policies including confidentiality, non-disclosure and equal opportunity employment.
- Laboratory maintenance and troubleshooting as necessary.

SKILLS / QUALIFICATIONS:

- Bachelor of Science in Biology, Chemistry or other hard science.
- At least 3 years of quality assurance responsibility.
- Demonstrated management experience.
- Strong written and verbal communication skills.
- Experience in an FDA regulated environment.
- Advanced knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

Laboratory Technician - Job Description Draft

Reports to: Director of QA/QC/Laboratory

Job Description - The Laboratory Technician is responsible for performing testing of all products produced by the registered organization in accordance with company standards, approved methods and regulatory requirements. They are responsible for following Standard Operating Procedures for laboratory operations and quality assurance. The laboratory technician will document all the tests performed in the laboratory including sample preparation, equipment and reagents used following site documentation practices. North Country Roots, Inc. technicians must demonstrate a knowledge of regulatory requirements set-forth by the State of New York and exemplify the company's policy to meet and exceed all requirements.

Requirements and Qualifications - The Laboratory Technician will have knowledge of the laboratory testing required to identify the ratios of active and inactive compounds and their relative concentrations in samples of plant materials, extracted product or final dosage formulations. Additionally, the Laboratory Technician will be responsible for maintaining all laboratory equipment including, cleaning, maintenance and calibrations. The position requires strong verbal and written communication skills. A Bachelor of Science Degree in Biology or Chemistry is preferred, as well as experience working within a FDA regulated industry.

Duties:

- Perform laboratory testing associated with all manufactured products in accordance to site SOP's and regulatory requirements.
- Assist in development and validation of cannabis analysis methods.
- Immediately report any deviations or non-conformities to Director QA/QC/Laboratory.
- Assist DirectorQA/QC/Laboratory in performing laboratory investigations.
- Coordinate and perform periodic maintenance and calibrations on all laboratory equipment.
- Order and inventory laboratory reagents needed to perform testing.
- Ensure that cGMP requirements and quality standards are recognized, understood and maintained across the Company.
- Adhere to product testing schedules.
- Perform record keeping for all analysis performed and for all analytical instruments.
- Maintain a clean and organized work environment.

SKILLS / QUALIFICATIONS:

- Bachelor of Science in Biology, Chemistry or other hard science.
- At least 3 years of quality assurance laboratory experience.
- Demonstrated HPLC/UPC2 experience.

- Experinece performing maintenance and calibrations of laboratory equipment.
- Strong written and verbal communication skills.
- Knowledge of the cannabis analysis methods.
- Must have accountability, proactive behavior and strong attention to detail.

REQUIREMENTS:

- You must submit to and pass background checks and fingerprinting according to NCR Security SOPs and NYDOH regulations.
- You are at least 21 years of age.
- You meet the moral character requirements as specified by New York State.

NORTH COUNTRY ROOTS, INC.

EMPLOYEE HANDBOOK
Draft Dated May 23, 2015

INTRODUCTION

This handbook is designed to acquaint you with North Country Roots, Inc. (the "Company") and provide you with information about working conditions, benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by North Country Roots, Inc. to benefit employees.

The information contained in this manual applies to all employees of North Country Roots, Inc. You are responsible for reading, understanding, and complying with the provisions of this manual. Following the policies described in this manual is considered a condition of continued employment. However, nothing in this handbook alters an employee's at-will status. The contents of this manual shall not constitute nor be construed as a promise of employment nor does it guarantee any fixed terms or conditions of your employment. It is not an employment contract and is not intended to create contractual obligations of any kind.

This handbook contains only general information and guidelines. It is not intended to address all of the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to **[insert department]**. North Country Roots, Inc. reserves the right to change or rescind any and all of the policies contained herein with or without prior notice.

EMPLOYMENT RELATIONSHIP

Employment with the Company is "at-will." This means that you may terminate your employment at any time with or without notice or cause. It also means that the Company can terminate your employment, at any time, with or without notice or cause. While the Company generally adheres to progressive discipline, it is not bound or obligated to do so. In addition, the Company may need to alter your employment status, employment hours, schedule or demote you at its own discretion with or without notice or cause.

As an at-will employee, you are not guaranteed, in any manner, that you will be employed for any set period of time. No one at the Company, except the President and CEO, in a written, signed contract, may make any representation or promise to you that you are other than an at-will employee.

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

The Company is an Equal Opportunity Employer and does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, arrest record, or any other characteristic protected by applicable federal, state or local laws. The Company is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation,

benefits, employee activities and general treatment during employment. The Company is committed to complying fully with the New York State Human Rights Act.

Equal employment opportunity notices are posted near employee gathering places as required by law. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various governmental agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to immediately bring these issues to the attention of **[insert name]**. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge.

NON-HARASSMENT

The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. North Country Roots, Inc. will not tolerate verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, national origin, gender, religion, sexual orientation, marital status, age, disability, income, veteran status or any other characteristic protected by law.

Unlawful harassment includes all forms of offensive or unwelcome physical or verbal conduct based on any of these factors that has the purpose or effect of unreasonably interfering with an employee's work performance, creates an offensive or hostile working environment or otherwise adversely affects an individual's employment opportunities.

If you believe that you have been the victim of discrimination or harassment, or know of another employee who has, report it immediately to **[insert position or department]** or any member of management. Every report of perceived discrimination or harassment will be fully investigated. Violation of this policy may result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

SEXUAL HARASSMENT

The Company will not tolerate sexual harassment in any form. Sexual harassment is any type of sexually-oriented conduct, whether intentional or not, that is unwelcome, including sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

- Submission to or rejection of such conduct is used as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Employees must bring any violation of this policy to the immediate attention of **[insert name]** or any member of management. The Company will thoroughly investigate all claims made in good faith with due regard for the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination may be subject to disciplinary action, up to and including discharge.

False and malicious complaints of harassment, discrimination or retaliation may result in disciplinary action, up to and including termination.

AMERICANS WITH DISABILITIES ACT ("ADA")

North Country Roots, Inc. will comply with all relevant and applicable provisions of the ADA. The Company will not discriminate against any qualified individual or job applicant with respect to any terms, privileges or conditions of employment because of a person's physical or mental disability. The Company will make reasonable accommodations wherever necessary for employees with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not pose an undue hardship on the Company. This policy governs all aspects of employment, including, selection, job assignment, compensation, discipline, termination and access to benefits and training.

IMMIGRATION LAW COMPLIANCE

The Company employs only United States citizens and aliens who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

EMPLOYEE CLASSIFICATION CATEGORIES

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and North Country Roots, Inc.

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

North Country Roots, Inc. has established the following categories for both nonexempt and exempt employees:

- **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of **[insert number of hours]** hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

- **Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least **[insert number of hours]** hours each week. Regular, part-time employees are eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefits program.

- **Temporary, full time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

- **Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary workers are not eligible for company benefits unless specifically stated otherwise in the Company's policy or are deemed eligible according to plan documents.

ATTENDANCE/PUNCTUALITY

The Company expects that every employee will be regular and punctual in attendance. This means being ready to work at their starting time each day. In the rare instances when employees cannot avoid being late for work or are unable to work as scheduled, they should notify their direct supervisor as soon as possible in advance of the anticipated tardiness or absence.

If you are absent because of an illness for three (3) or more successive days, your supervisor may request that you submit written documentation from your doctor stating that you are able to resume normal work duties before you will be allowed to return to work.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination. Furthermore, patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off.

Absence Without Notice

If you do not report for work and North Country Roots, Inc. is not notified of your status, it will be assumed after two (2) consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave for some other reason before the end of the workday, be sure to inform your direct supervisor of the situation.

Failure to adhere to this policy may result in disciplinary action up to and including termination.

JOB DESCRIPTIONS, COMPENSATION & PERFORMANCE REVIEWS

Job Description

A job description will be provided for all employees upon hire. The Company reserves the right to revise job descriptions from time to time as it deems necessary.

Payment of Wages

- Employees are paid on a **[insert weekly or biweekly]** basis for all hours worked during the pay period. Payroll is usually issued on **[insert day]** and covers **[insert payroll period]**. When a payday falls on a holiday, pay is usually given on the business day preceding the holiday. Employees are not eligible for advances in pay.

Meal Periods

- The scheduling of meal periods at North Country Roots, Inc. is set by **[insert position]** with the goal of providing the least possible disruption to Company operations.

Mandatory Meal Period

- Employees who work at least a six (6) hour shift which starts before 11:00 a.m. and ends after 2:00 p.m., must take an uninterrupted meal period of at least one-half (1/2) hour. The meal period will not be included in the total hours of work per day and is not compensable. Non-exempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods. The lunch break cannot be added to the beginning or taken at the end of the workday.

Performance and Salary Review

Performance appraisals are conducted on an annual cycle. Employees will receive a performance review on the established date each year. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Budget allocations for merit increases are planned for and allocated before the start of each calendar year. The annual salary increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be preapproved by the department manager, HR and the company president. Human Resources will review all salary increase/adjustment requests to ensure internal equity and compliance with company policies and guidelines.

TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Time worked is the time actually spent on a job(s) performing assigned duties. The Company does not pay for extended breaks or time spent on personal matters.

Employees are required to accurately record hours worked on a daily basis, including start and end times.

Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action, including termination of employment.

OVERTIME

Employees must obtain advance permission from their supervisor in order to work in excess of scheduled hours. Employees may occasionally be required to work overtime. Within reason, they may be asked to report before or remain after scheduled hours or work on a regularly scheduled day off. A refusal to work overtime unless due hardship is shown, may be cause for corrective action.

Non-Exempt Employees will be paid one and one-half (1 ½) times their hourly wage for all hours worked in excess of 40 hours in a week, excluding benefit time.

Exempt Employees do not receive overtime pay.

CORRECTIVE ACTION

North Country Roots, Inc. holds each of its employees to certain work rules and standards of conduct.

Corrective action at the Company is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, the Company will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, the Company considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of company property, untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations to a customer, a prospective customer, the general public, or any employee.

COMPLAINT PROCEDURE

The Company will maintain an environment of mutual trust, candor and respect where problems are resolved and complaints handled in a timely manner. The purpose of the Internal Complaint Policy is to afford all employees the opportunity to seek internal resolution of their work-related concerns, problems or complaints.

If an employee perceives the Company policy or procedure has been violated, misrepresented or misinterpreted, he/she is encouraged to work directly with **[insert position]** to resolve the problem.

If this approach is not feasible, or once attempted is unsuccessful, then the complaint should be brought to the attention of **[insert name]**. The appropriate individuals within the Company will conduct a prompt and impartial review of the concerns, problems or complaints. The outcome of the review will determine the resolution.

All employees are required to cooperate truthfully and in good faith with the Company investigations. The Company will not tolerate any form of retaliation taken by any employee against an employee who cooperates in this procedure. Any employee who knowingly retaliates against an employee for cooperating with a workplace investigation may be subject to immediate disciplinary action, up to and including discharge.

The Company will attempt to keep matters raised under this policy confidential to the greatest extent possible, but some disclosure may be necessary.

CONFIDENTIALITY

Confidential information pertaining to the operations of the Company, its employees or clients, shall not be discussed or shared with anyone who does not need the information to perform the Company related duties. Employees are responsible for safeguarding confidential information, including its inadvertent disclosure.

Confidential information may include, but is not limited to:

- Client information;
- Information related to supplies and distributors;
- Employee specific information; such as: social security numbers, medical records, background criminal checks, drug tests and other similar information; and
- Company organization, management and mandating processes, plans and ideas, financial information, including costs, prices and current and future business plans.

BENEFITS

In addition to good working conditions and competitive pay it is the Company's policy to provide a combination of supplemental benefits to all eligible employees. The information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents which are available for review upon your request from **[insert position]**.

Further, the Company retains full discretion to interpret the terms of the plans and administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

North Country Roots, Inc. reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason. If you have any questions regarding your benefits, please contact **[insert name/position]**.

Group Insurance

The Company offers comprehensive insurance programs to eligible full-time and part-time employees. These benefits are provided through a major insurance carrier and could change from time to time based on market considerations.

Options for health coverage will be discussed with the employee on their date of hire during open enrollment annually. While the Company will do everything it can to keep costs down while maintaining optimal benefits we make no guarantee of either.

Changes to the policy are at the sole discretion of North Country Roots, Inc.

COBRA Benefits

The Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") ensures that employees and their qualified dependents may continue group health care coverage following a "qualifying event" that would otherwise result in termination of coverage. COBRA protections are temporary and are intended as a bridge until insurance is obtained from another source.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours of leave or absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the employee's rights and obligations.

Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects employees from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness, which is directly related to performing your assigned duties. This job-injury insurance is paid for by North Country Roots, Inc. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provided a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Prompt reporting is the key to prompt benefits.

Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

Unemployment Compensation

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with North Country Roots, Inc. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor.

Holidays

North Country Roots, Inc. recognizes nine paid holidays each year:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday.

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by the company.

Vacation

All full- and part-time employees are eligible for vacation leave benefits. Part-time employees working **[insert number of hours]** hours per week will earn vacation on a prorated basis. Full-time employees are those working **[insert number of hours]** hours per week. Vacation accrual begins on **[insert accrual date]**. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

To schedule vacation time, employees should submit a completed leave form to **[insert position]** at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. **[insert position]** should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied.

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay.

Sick Leave

All full-time, regular employees accrue sick leave from **[insert date]**, for a total of **[insert number of days]** days per year. Part-time, regular employees accrue sick leave from the date of hire, in a prorated amount using the full-time total of **[insert number of days]** days per year and the average number of hours the part-time employee works per week.

Sick leave may be used for an employee's personal illness, well-care, and medical and dental appointments. Sick leave may also be used for illness and well-care in an employee's immediate family.

Sick leave may be accrued to a maximum of **[insert maximum number of days]**. Sick leave may not be used before accrual. If sick leave is exhausted, any available vacation hours will be used in its place. An employee who has a sick leave absence in excess of three consecutive working days must present medical documentation for the absence. Employees are not paid for unused sick leave upon termination of employment.

Family and Medical Leave of Absence Policy

North Country Roots, Inc. is not required to comply with the Family Medical Leave Act. However, the Company understands the difficulties employees are presented with when they experience a medical illness which requires time away from work. For this reason, eligible employees may be entitled to family and medical leave on the terms and conditions stated in this policy.

Definitions

For the purposes of this Policy, the following definitions apply:

- "Eligible Employee" means an individual who is employed in a full-time position for at least twelve (12) months prior to the commencement of the requested leave.

- "Leave Year" means the 12-month period measured backward from the date each employee's leave commenced.

- "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either in-patient care or continuing treatment by a health care provider.

Reasons Leave May Be Taken

An Eligible Employee may be entitled to a total of twelve (12) weeks of leave during each Leave Year in the event of one or more of the following:

- **the birth, adoption or placement for foster care of a son or daughter of the employee and to care for such child;**
- **when an employee is needed to care for a child, spouse, or parent who has a serious health condition; or**
- **when an employee is unable to perform any one or more essential functions of his or her position because of the employee's own serious health.**

Any leave taken under one or more of these circumstances will be counted against the employee's total entitlement to leave for that Leave Year.

North Country Roots, Inc. retains the discretion to grant or deny any leave request.

Coordination with Accrued Leave

If an employee is eligible for any paid leave under any other benefit programs such as accrued vacation, unused sick or personal days, the employee will be required to exhaust the paid leave upon the commencement of, and concurrently with, leave under this Policy.

While Eligible Employees may be entitled to twelve (12) weeks of leave in a given leave Year, in no event may the period of any paid leave exceed six (6) weeks.

Intermittent or Reduced Scheduled Leave

In the case of an employee's own serious health condition, leave may be approved in continuous periods, intermittent periods, or by reduced work schedule, in accordance with certification from the employee's health care provider. In cases of reduced schedules or intermittent leave, a department supervisor may transfer the employee temporarily to an alternative position with equivalent pay rate and benefits to accommodate the needs of the work area.

Every employee is obligated to make a reasonable effort to schedule medical treatment so as not to unduly interrupt North Country Roots, Inc. operations. Prior to the commencement of any intermittent or reduced schedule leave, the employee requesting intermittent or reduced scheduled leave must advise North Country Roots, Inc. of the reasons why the intermittent/reduced scheduled leave is necessary and of the schedule for treatment, if applicable. The employee and North Country Roots, Inc. shall attempt to work out a schedule for such leave that meets the employee's needs without disrupting North Country Roots, Inc.'s operations.

Leave related to the birth of a child, the placement in adoption of a child must be taken during the 12 month period following the birth or placement of the child and should be taken in a single consecutive

period. Intermittent leave or reduced schedules may be arranged only if agreed to by both the employee's supervisor and the employee.

Employee Notice Requirements

Employees are expected to provide as much advanced notice as possible when requesting leave in non-emergency situations. Advance notice of at least 30 days is required, if the leave is foreseeable. If the leave is not foreseeable, the employee must provide notice to North Country Roots, Inc. as soon as practicable, and must follow North Country Roots, Inc.'s normal call-in procedures as set forth in the Employee Handbook. Employees are further required to provide North Country Roots, Inc. with sufficient information to make it aware that the employee needs leave, and the anticipated timing and duration of the leave. This will permit time for strategic planning and training of other personnel to cover affected work areas. An employee must complete and return a Request for Family or Medical Leave form.

Medical Certification

Employees may request leave for their own serious health condition or the serious health condition of a child, parent or spouse. North Country Roots, Inc. will require medical certification from the employee's health care provider to support a request for leave due to the employee's own serious health condition or the serious health condition of a covered family member. A North Country Roots, Inc. representative (other than the employee's direct supervisor) may contact the employee's health care provider to clarify or authenticate the medical certification submitted for leave for the employee's own serious health condition or the serious health condition of a family member. If North Country Roots, Inc. has reason to doubt the validity of a medical certification, the employee will be required to obtain a second or third opinion. Failure to comply with the certification requirements will result in the delay, denial or termination of leave. The certification should include a statement that the employee is unable to perform the functions of his or her position or that the employee is required to participate in the care of a seriously ill child, parent or spouse. Employees who are ill will be required to report periodically on their status and their intention to return to work.

Returning to Work Following Family and Medical Leave

Subject to the limitations set forth herein, an employee returning from leave pursuant to this Policy, will be reinstated to his or her former position or a position of equivalent classification and pay within the company. Job restoration may be denied if conditions unrelated to the leave have resulted in the elimination of employee's position.

In the case of leave related to an employee's own serious health condition, the employee will be required to present fitness-for-duty certification from his/her health care provider that the employee is medically able to resume work and to perform the essential functions of his or her job. If the date on which the employee is scheduled to return to work from a medical leave changes, the employee is required to give notice of the change, if foreseeable, to North Country Roots, Inc. within two (2) business days of the change.

Status of Employee Benefits During Family or Medical Leave of Absence

Group health insurance coverage(s) will continue for employees on leave under the same terms and conditions as if they were still working. Employees, who are granted an approved family and medical leave of absence under this policy, will be required to make all premium payment that he/she otherwise would have had to make if actively employed. Failure to make timely premium payments may result in the termination of coverage.

Inquiries regarding this policy can be directed to **[insert position]**.

Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Paid bereavement leave is granted according to the following schedule:

- Employees are allowed **[insert number of days]** days of paid leave in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter.

- Employees are allowed **[insert number of days]** days of paid leave in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.

Jury Duty

All full time employees who are called for jury duty are eligible to receive regular wages during the jury session for all regularly scheduled work days.

Documentation of jury duty must be presented with the employee's timesheet in order for payment to be made. All other employees who must be absent to serve as a juror and are unable to work their previously scheduled hours, will be paid the statutorily required juror fee by the Company for up to three work days for each jury session.

The Company will provide employees with time off to appear as a witness, to consult with the District Attorney or to exercise their rights as provided in the Criminal Procedure Law, the Family Court Act and the Executive Law. The employee must give prior notification of the need for such leave and the absence(s) will be charged against vacation or taken without pay.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about North Country Roots, Inc., and I understand that I should consult my manager or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with North Country Roots, Inc. voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or North Country Roots, Inc. can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the president of company, no manager, supervisor or representative of North Country Roots, Inc. has any authority to enter into any agreement for employment other than at will; only the president of the company has the authority to make any such agreement and then only in writing signed by the president of North Country Roots, Inc..

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with North Country Roots, Inc. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by North Country Roots, Inc., and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of North Country Roots, Inc. has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at North Country Roots, Inc.is employment at will, which may be terminated at the will of either North Country Roots, Inc. or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by North Country Roots, Inc. or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

_____
Employee's Signature

_____
Employee's Name (Print)

_____
Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

K: ISP confirmation of internet connectivity in regions

NORTH COUNTRY ROOTS

PrimeLink, Inc. Service Agreement
North Country Roots
22 Power Dam Way and 679 Route #3
Plattsburgh, NY 12901

Hosted Solution Voice and Data
Leased Option

Based on our assessment, PrimeLink proposes to offer the following services[1]: Complete Voice and DATA Bundled solution (prices are reflecting the bundled solution)

I. IP/Centrex Hosted Services

22 Power Dam Way

VVX 300 Polycom phones	
Line Appearance w phones (3) Each $39.65……	$118.95/month
VVX 400 Polycom phones (1)	$40.80/month
• 911 Surcharges (4)	$1.40/month
• Portability Charges (4)	$0.92/month
• 1 additional line appearance ……..	No Charge

679 Route #3

VVX300 Polycom phones	
Line Appearance w phones (1) Each $39.65……	$39.65/month
• 911 Surcharges (1)	$.35/month
• Portability Charges (1)	$0.23/month
• 1 additional line appearance ……..	No Charge

Remote Sites:

VVX300 Polycom phones	
Line Appearance w phones (3) Each $39.65……	$118.95/month
• 911 Surcharges (3)	$1.05/month
• Portability Charges (3)	$0.69/month
• 1 additional line appearance ……..	No Charge

Analog Lines:
Fax and Credit Card Line Each Location

II. <u>Metered Rate Plan:</u> 679 Route #3 & 22 Power Dam Way

Business Line (2) ……	$12.95/month
FCC line charge (2) ……	$7.13/month
Local Number Portability (2)……..	$.23/month
E 911 surcharge (2) ……...	$.35/month
Local Usage Charges……...	$.015/min

Total for Analog lines $41.32

[1] Unless noted otherwise, all rates per line per month. Features added subsequent to installation may be subject to service charges.

III. Broadband 679 Route #3

30 Mb/ 15Mb …… $39.95/month

Static IP Address Block 1-4 ……. $19.95/month

Broadband : 22 Power Dam Way

50Mb/50Mb ……. $199.95/month .

DSL copper connection 10Mb/1Mb……. $39.95/month

Construction Install for Fiber Optic Run ……$1,000.00 NRC (non recurring)

Total Monthly Voice and Data Solution ……$884.93 /Month *
IP Centrex Hosted Phone System with leased equipment
Includes Voice and DATA service
*does not include taxes and surcharges or any usage for the Metered Rate line (Fax)

Equipment Needed : NRC (Non-Recurring Charge)

4 Adtran VPN 3120 Router @ $350 each ……..$1,400.00
4 POE Switches @$100 each …… $ 400.00
1 Adtran 3448 POE VPN Router ……. $1,000.00
Total $2800.00 /NRC

Install Charges for all configuration/programming **……$2,000.00/NRC**

50% Deposit required of Equipment ……$1,400.00

IV. Directory Listing
Single Line Listing……..…….…..…… FREE

Summary of Services:

7 IP Phones and a 2 Fax lines (1 each location)
Internet over Fiber Optic 30Mb/15Mb at 679 Route #3
Internet over Fiber Optic 50Mb/50Mb at 22 Power Dam Way and a redundant DSL copper 10Mb/1Mb
Phones are leased and warranted by PrimeLink

Benefits of PrimeLink

- All Services on One Bill
- New State of the Art phone system cost effective
- US and Canada calls Free
- Internet Included

International Calling Option (All calls outside of the US and Canada)

International calling fraud is committed by gaining access to corporate phone and/or voice mail systems and then placing calls outside the United States and Canada through major telecom networks using local systems. As an extra line of defense against fraud, PrimeLink only provides international calling to customers that require it.

Please select one of the following:

☐ Yes, I wish to have international calling available on my business account. I will accept responsibility for securing my corporate phone system and/or voicemail. I understand that it is PrimeLink's policy to only activate international calling for businesses that expressly request it. I also understand that as my long distance provider, PrimeLink can not take financial responsibility for fraudulent calls.

☐ No, I do not wish to have international calling available. I understand that if I need international calling in the future, it can be added to my business account at any time.

Terms of Service

The term of this agreement shall be for a period of thirty–six (36) months from the date of installation. Should the Customer terminate the agreement prior to the expiration, an amount equal to the average of the previous months service multiplied by the number of months remaining in the agreement will be required. The customer will be responsible for all applicable usage fees, prorated access charges, taxes, surcharges, or other charges through the termination date. This offer is part of a bundled package agreement. Acceptance of PrimeLink Terms of Service is required.

The terms and fees set forth in the present contract will automatically be renewed for an additional twelve (12) month period, at the expiration of the first term, unless the Customer gives written notice to PrimeLink two (2) months prior to the term's end of its intention not to renew said contract.

Rates do not include taxes and surcharges and are subject to change. Payment Terms Payment for all products and services is due on the date specified on the monthly PrimeLink statement. Balances over sixty (60) days subject to a 1.5% late charge.

Limitation of Liability

Under no circumstances shall PrimeLink, or its suppliers, resellers, partners or their respective affiliates be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising from or related to the service(s) provided under this agreement, whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if PrimeLink has been advised of the possibility of such damages). Without limiting the foregoing, the total aggregate liability of PrimeLink, and its suppliers, resellers, partners and their respective affiliates arising from or related to this agreement shall not exceed the amount, if any, paid by you to PrimeLink for the service(s). If the service(s) are provided without charge, then PrimeLink and its suppliers shall have no liability to you whatsoever. The foregoing limitations of liability shall apply whether the damages arise from use or misuse of and reliance on the service(s), from inability to use the service(s), or from the interruption, suspension, or termination of the service(s) (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Confidentiality

Both Customer and PrimeLink agree that if either Party (the "Disclosing Party") provides confidential or proprietary information ("Proprietary Information") to the other Party (the "Recipient Party"), such Proprietary Information shall be held in confidence, and the Recipient Party shall afford Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid its disclosure to or unauthorized use by any third party. All information disclosed by either Party to the other in connection with or pursuant to this Agreement shall also be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as confidential or proprietary. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the Disclosing Party and shall be used by the Recipient Party only for its intended purpose.

Offer of Acceptance

Upon acceptance of this proposal, please sign below and return to the following address: 99 Kansas Ave, Plattsburgh, NY 12903.

_____	_____
Authorizing Signature	Date
_____	_____
Printed Name	Title
_____	_____
PrimeLink Signature	Date

15 Duke Ave Cadyville, NY 12918
Phone (518) 293-7759 • Fax (518) 293-1188

North Country Roots
Attn: Doug Butdorf
64 Trafalgar Drive
Plattsburgh, NY 12901

May 15, 2015

Dear Doug,

This memorandum provides positive affirmation that the Internet provider for the North Country Roots Utica Dispensary Retail Site, 350 Leland Ave, Utica, NY 13502, Time Warner Cable, Inc., attests that they will provide a 50 Mbps download X 5 Mbps upload Internet pipe, said bandwidth being available at the present.

The intent is to convey that this site exceeds the requirements set forth by the Point-of-Sales vendor in receipt of the New York State award, to wit: BioTrack THC.

I also affirm, that the bandwidth herein will meet all are requirements for joining the entire enterprise via VPN, to include the phone system.

Sincerely,

David J. Kimmel

David J. Kimmel
President, Kimmel Services
15 Duke Ave PO BOX 69
Cadyville, NY 12918
(518) 293-7759
dkimmel@kimmelservices.com

David Kimmel

From: Hodge, Stephanie <stephanie.hodge@twcable.com>
Sent: Friday, May 15, 2015 3:55 PM
To: David Kimmel (dkimmel@kimmelservices.com)
Subject: FW: test email

This is for a 50 mbps download and 5 mbps upload, three year agreement 299.99 per month.

Stephanie Hodge
Account Consultant
Time Warner Cable Business Class
13840 Ballantyne Corporate Place, Charlotte, NC 28277
ph: 704-206-4617
fx: 704-973-6328
business.twc.com

TIME WARNER CABLE Business Class®

Connect with TWCBC:

For assistance with billing, service or technical support, please call 866-892-2220 so that we may address your needs.

From: Hodge, Stephanie
Sent: Wednesday, May 13, 2015 3:45 PM
To: 'David Kimmel'
Subject: RE: test email

Pleasure was all mine.

350 Leland Avenue, Utica, New York - serviceable by Time Warner Cable Business Class.

Stephanie Hodge
Account Consultant
Time Warner Cable Business Class
13840 Ballantyne Corporate Place, Charlotte, NC 28277
ph: 704-206-4617
fx: 704-973-6328
business.twc.com

TIME WARNER CABLE Business Class®

Connect with TWCBC:

For assistance with billing, service or technical support, please call 866-892-2220 so that we may address your needs.

From: David Kimmel [mailto:dkimmel@kimmelservices.com]
Sent: Wednesday, May 13, 2015 3:44 PM
To: Hodge, Stephanie
Subject: test email

Hi Stephanie,

It was a pleasure speaking with you today.

Dave

KIMMEL

David John Kimmel, *President*
15 Duke Ave PO Box 69
Cadyville, NY 12918
o. (518) 293-7789
f. (518) 293-1188

15 Duke Ave Cadyville, NY 12918
Phone (518) 293-7759 ● Fax (518) 293-1188

North Country Roots
Attn: Doug Butdorf
64 Trafalgar Drive
Plattsburgh, NY 12901

May 15, 2015

Dear Doug,

This memorandum provides positive affirmation that the Internet provider for the North Country Roots Gouverneur Retail Dispensary 318 East Main Street, Gouverneur, NY 13642 , Time Warner Cable, Inc., attests that they will provide a 50 Mbps download X 5 Mbps upload Internet pipe, said bandwidth being available at the present.

The intent is to convey that this site exceeds the requirements set forth by the Point-of-Sales vendor in receipt of the New York State award, to wit: BioTrack THC.

I also affirm, that the bandwidth herein will meet all are requirements for joining the entire enterprise via VPN, to include the phone system.

Sincerely,

David J. Kimmel

David J. Kimmel
President, Kimmel Services
15 Duke Ave PO BOX 69
Cadyville, NY 12918
(518) 293-7759
dkimmel@kimmelservices.com

David Kimmel

From: Hodge, Stephanie <stephanie.hodge@twcable.com>
Sent: Friday, May 15, 2015 3:55 PM
To: David Kimmel (dkimmel@kimmelservices.com)
Subject: FW: test email

This is for a 50 mbps download and 5 mbps upload, three year agreement 299.99 per month.

Stephanie Hodge
Account Consultant
Time Warner Cable Business Class
13840 Ballantyne Corporate Place, Charlotte, NC 28277
ph: 704-206-4617
fx: 704-973-6328
business.twc.com

TIME WARNER CABLE Business Class®

Connect with TWCBC:

For assistance with billing, service or technical support, please call 866-892-2220 so that we may address your needs.

From: Hodge, Stephanie
Sent: Wednesday, May 13, 2015 3:46 PM
To: 'David Kimmel'
Subject: RE: test email

318 E. Main Street, Governor, NY - serviceable by Time Warner Cable Business Class.

Stephanie Hodge
Account Consultant
Time Warner Cable Business Class
13840 Ballantyne Corporate Place, Charlotte, NC 28277
ph: 704-206-4617
fx: 704-973-6328
business.twc.com

TIME WARNER CABLE Business Class®

Connect with TWCBC:

For assistance with billing, service or technical support, please call 866-892-2220 so that we may address your needs.

From: David Kimmel [mailto:dkimmel@kimmelservices.com]
Sent: Wednesday, May 13, 2015 3:44 PM
To: Hodge, Stephanie
Subject: test email

Hi Stephanie,

It was a pleasure speaking with you today.

Dave

David John Kimmel, *President*
15 Duke Ave PO Box 69
Cadyville, NY 12918
o. (518) 293-7759
f. (518) 293-1188
c. [redacted]
dkimmel@kimmelservices.com
http://www.kimmelservices.com

15 Duke Ave Cadyville, NY 12918
Phone (518) 293-7759 ● Fax (518) 293-1188

North Country Roots
Attn: Doug Butdorf
64 Trafalgar Drive
Plattsburgh, NY 12901

May 15, 2015

Dear Doug,

This memorandum provides positive affirmation that the Internet provider for the North Country Roots **Clifton Park Retail Dispensary, 1525 US 9, Clifton Park, NY 12065** , Time Warner Cable, Inc., attests that they will provide a 50 Mbps download X 5 Mbps upload Internet pipe, said bandwidth being available at the present.

The intent is to convey that this site exceeds the requirements set forth by the Point-of-Sales vendor in receipt of the New York State award, to wit: BioTrack THC.

I also affirm, that the bandwidth herein will meet all are requirements for joining the entire enterprise via VPN, to include the phone system.

Sincerely,

David J. Kimmel
President, Kimmel Services
15 Duke Ave PO BOX 69
Cadyville, NY 12918
(518) 293-7759
dkimmel@kimmelservices.com

David Kimmel

From: Hodge, Stephanie <stephanie.hodge@twcable.com>
Sent: Friday, May 15, 2015 3:54 PM
To: David Kimmel (dkimmel@kimmelservices.com)
Subject: FW: test email

This is for a 50 mbps down and 5 mbps upload. Single product – three year pricing 299.99 per month.

Stephanie Hodge
Account Consultant
Time Warner Cable Business Class
13840 Ballantyne Corporate Place, Charlotte, NC 28277
ph: 704-206-4617
fx: 704-973-5328
business.twc.com

TIME WARNER CABLE
Business Class®

Connect with TWCBC:

For assistance with billing, service or technical support, please call 866-892-2220 so that we may address your needs.

From: Hodge, Stephanie
Sent: Wednesday, May 13, 2015 3:48 PM
To: 'David Kimmel'
Subject: RE: test email

1525 US 9, Clifton, NY serviceable by Time Warner Cable Business Class.

Stephanie Hodge
Account Consultant

1

Time Warner Cable Business Class
13840 Ballantyne Corporate Place, Charlotte, NC 28277
ph: 704-206-4617
fx: 704-973-5328
business.twc.com

TIME WARNER CABLE
Business Class®

Connect with TWCBC:

For assistance with billing, service or technical support, please call 866-892-2220 so that we may address your needs.

From: David Kimmel [mailto:dkimmel@kimmelservices.com]
Sent: Wednesday, May 13, 2015 3:44 PM
To: Hodge, Stephanie
Subject: test email

Hi Stephanie,

It was a pleasure speaking with you today.

Dave

KIMMEL

David John Kimmel, *President*
15 Duke Ave PO Box 69
Cadyville, NY 12918
o. (518) 293-7759
f. (518) 293-1188
c. [redacted]
dkimmel@kimmelservices.com
https://www.kimmelservices.com

2

This E-mail and any of its attachments may contain Time Warner Cable proprietary information, which is privileged, confidential, or subject to copyright belonging to Time Warner Cable. This E-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this E-mail, you are hereby notified that any dissemination, distribution, copying, or action taken in relation to the contents of and attachments to this E-mail is strictly prohibited and may be unlawful. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and any printout.

L: Timeline of grow to sale operations

NORTH COUNTRY ROOTS

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 2-5 , all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 2-5 , all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 2-5 , all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

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

"Pursuant to N.Y. Public Officers Law § 89(5), the Applicant hereby requests that the New York State Department of Health except the information contained in this pages 2-5 , all paragraphs, entire document (the "Information") from disclosure because it constitutes a trade secret of the Applicant."

M: Statement/documentation pertaining to legal compliances

NORTH COUNTRY ROOTS

ATTACHMENT M

STATE OF NEW YORK
DEPARTMENT OF HEALTH
****

THE APPLICATION OF NORTH COUNTRY ROOTS, INC. FOR A REGISTERED ORGANIZATION LICENSE PURSUANT TO THE PUBLIC HEALTH LAW,

AFFIDAVIT AS TO COMPLIANCE WITH ALL STATE AND LOCAL LAWS

Defendant(s).

****

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

Douglas E. Butdorf, affirms and says:

1. I am the President of the Applicant, North Country Roots, Inc., in the above-entitled application.
2. I have negotiated leases for one (1) manufacturing facility and four (4) dispensary facilities.
3. For the Applicant's proposed manufacturing facility in Plattsburgh New York the City of Plattsburgh City Council and the Town of Plattsburgh Board of Legislators have passed resolutions, attached as Exhibit A, stating that the local laws and ordinances of the City of Plattsburgh and Town of Plattsburgh do not prohibit the activities of a Registered Organization. As such the Applicant can comply with all applicable local laws and ordinances for the site of its proposed manufacturing facility.
4. For the Applicant's proposed dispensing facility in the Town of Plattsburgh I have reviewed the local laws and ordinances of Town of Plattsburgh and Clinton County and determined that the Applicant can comply with all applicable local laws and ordinances.
5. For the Applicant's proposed dispensing facility in the Village of Gouverneur I have reviewed the local laws and ordinances of the Village of Gouverneur and St. Lawrence County and determined that the Applicant can comply with all applicable local laws and ordinances.
6. For the Applicant's proposed dispensing facility in the City of Utica I have reviewed the local laws and ordinances of the City of Utica and Onieda County and determined that the Applicant can comply with all applicable local laws and ordinances.
7. For the Applicant's proposed dispensing facility in the town of Halfmoon I have reviewed the local laws and ordinances of the town of Halfmoon and Saratoga County and determined that the Applicant can comply with all applicable local laws and ordinances.
8. For all of the Applicant's proposed activities within the state I have reviewed the published Statutes and Regulations of the State of New York and have obtained legal counsel to aid in review of these Statutes and Regulations and have determined that the Applicant can comply with all applicable Statutes and Regulations.

WHEREFORE, I respectfully request that the Department of Health accept this Affidavit as proof that the Applicant can comply with all applicable state and local laws and regulations relating to the activities in which it intends to engage under the registration.

Dated: May 15, 2015

Douglas E. Butdorf

Sworn before me this
15th day of May 2015

Emily C. Hewitt

EMILY C. HEWITT
Notary Public, State of New York
No. 01HE6316255
Qualified in Clinton County
My Commission Expires December 15, 2018

Exhibit A

Plattsburgh, NewYork

James E. Calnon, Mayor

41 City Hall Place
Plattsburgh, NY 12901
518 563-7701
518 561-7367 fax
mayor@cityofplattsburgh-ny.gov

March 30, 2015

At a Regular Meeting of the Common Council of the City of Plattsburgh, New York held February 5, 2015, the following resolution was adopted.

WHEREAS, on July 5, 2014, Governor Cuomo signed into law the New York Medical Marihuana Law; and

WHEREAS, the New York State Department of Health has established specific regulation under which businesses are licensed as Registered Organizations for medical marihuana cultivation, production and sale; and

WHEREAS, there is ample evidence that marihuana is beneficial to people suffering from the chronic and debilitating pain associated with cancer, AIDS and multiple sclerosis, and has also proven effective in alleviating nausea associated with chemotherapy, and muscle spasms from neurological disorders; and

WHEREAS, The American Nurses Association, American Academy of Family Physicians, Lymphoma Foundation of America, American Preventive Medical Association, American Public Health Association, Gray Panthers, and the New England Journal of Medicine have endorsed the medical use of marihuana; and

WHEREAS, A 2014 Quinnipiac University poll found that 88 percent of all New Yorkers think allowing medical marihuana at the recommendation of a doctor is a good idea – with strong support amongst all groups; and

WHEREAS, New York State Licensed Registered Organizations provide high skill and living wage jobs and operate under Labor Peace Agreements with labor unions; and

WHEREAS, Local innovators and entrepreneurs in the medical marihuana industry seek to drive local economic growth; and

WHEREAS, The City of Plattsburgh's commercial electricity rates provide a low cost opportunity for licensed Medical Marihuana cultivation in Controlled Environment Agriculture (CEA) nurseries; and

WHEREAS, the Common Council has a vested interest in ensuring that City of Plattsburgh residents have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases; and

Now Therefore, it is hereby RESOLVED: In accordance with the request therefore the Common Council supports New York Assembly Bill 6357 signed into law by Governor Andrew Cuomo on July 5, 2014; and it is further

RESOLVED: that the City of Plattsburgh welcomes and encourages appropriately licensed, registered and regulated medical marihuana businesses, including cultivation, processing facilities and dispensaries; and it is further

RESOLVED: that the City of Plattsburgh's current laws and codes do not prohibit medical marihuana businesses, including cultivation, processing facilities and dispensaries.

By Councilor Kasper; Seconded by Councilor Armstrong
Discussion: Yes
Roll call: Councilors Armstrong, Dowdle, O'Connell, Kasper, Kretser

All voted in the Affirmative
Councilor Kelly Absent

CERTIFIED A TRUE COPY

I, Sylvia Parrotte, the duly appointed City Clerk of the City of Plattsburgh, do hereby certify that the preceding resolution was adopted at a regular meeting of the Common Council of the City of Plattsburgh held on February 5, 2015, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Sylvia Parrotte, City Clerk

TOWN OF PLATTSBURGH
TOWN BOARD WORK SESSION
FEBRUARY 23, 2015

Resolution No. 015-57 — **Support of The Medical Marijuana Law and Local Processing and Dispensing Facilities**

WHEREAS, on July 5, 2014, Governor Cuomo signed into law the New York Medical Marijuana Law; and

WHEREAS, the New York State Department of Health has established specific regulation under which businesses are licensed as Registered Organizations for medical marijuana cultivation, production and sale; and

WHEREAS, there is ample evidence that marijuana is beneficial to people suffering from the chronic and debilitating pain associated with cancer, AIDS and multiple sclerosis, and has also proven effective in alleviating nausea associated with chemotherapy, and muscle spasms from neurological disorders; and

WHEREAS, The American Nurses Association, American Academy of Family Physicians, Lymphoma Foundation of America, American Preventive Medical Association, American Public Health Association, Gray Panthers and the New England Journal of Medicine have endorsed the medical use of marijuana; and

WHEREAS, a 2014 Quinnipiac University poll found that 88 percent of all New Yorkers think allowing medical marijuana, at the recommendation of a doctor, is a good idea with strong support amongst all groups; and

WHEREAS, the Town Board has an interest in ensuring that its residents have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases;

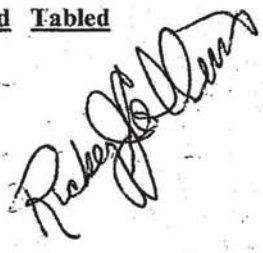
NOW, THEREFORE, it is hereby RESOLVED: that the Town of Plattsburgh Town Board supports New York Assembly Bill 6357 signed into law by Governor Andrew Cuomo on July 5, 2014; and, it is further

RESOLVED, that the Town of Plattsburgh welcomes and encourages appropriately licensed, registered and regulated medical marijuana businesses, including cultivation, processing facilities and dispensaries in the Town of Plattsburgh and County of Clinton; and, it is further

RESOLVED, that a certified copy of this Resolution be sent to Governor Cuomo, Senator Little and Assembly Woman Duprey.

Motion: **Michael S. Cashman**
Seconded by: **Meg E. LeFevre**
Discussion: **Yes**

Roll Call:	**Yes**	**No**	**Absent**	**Carried**	**Tabled**
				x	
Thomas E. Wood	x				
Martin D. Mannix	x				
Michael S. Cashman	x				
Meg E. LeFevre	x				
Bernard C. Bassett	x				



RESOLUTION #395 – 05/27/15

SUPPORTING THE MEDICAL MARIJUANA STATUTE AND LOCATING A PROCESSING AND DISPENSING FACILITY WITHIN CLINTON COUNTY – LEGISLATURE

BY: Mr. Hall

WHEREAS, on July 7, 2014, Governor Cuomo signed into law, Chapter 90 of 2014 titled the Compassionate Care Act, and in so doing, created New York State's first medical marijuana program; and

WHEREAS, the New York State Department of Health has established specific regulations under which businesses are licensed as Registered Organizations for medical marijuana cultivation, production and sale; and

WHEREAS, several reputable organizations including the American Nurses Association, American Academy of Family Physicians, Lymphoma Foundation of America, American Preventive Medical Association, American Public Health Association, Gray Panthers, and the New England Journal of Medicine have endorsed the medical use of marijuana; and

WHEREAS, licensed Registered Organizations under this program would provide skilled and living wage jobs and enhance the economy of the region in which it is located; and

WHEREAS, the Clinton County Legislature is aware of two legitimate applicants seeking to be selected as a Registered Organization that would locate both a medical marijuana manufacturing facility and a dispensary within Clinton County; and

WHEREAS, should one of these applicants become a Registered Organization, Clinton County would realize a revenue stream as outlined in the statute; now, therefore,

BE IT RESOLVED, the Clinton County Legislature hereby supports New York State's medical marijuana statute and the locating of a processing facility and a dispensary within Clinton County.

SECONDED BY: Mr. Read
ADOPTED

"Yes"	10
"No"	0
Absent	0

STATE OF NEW YORK)
COUNTY OF CLINTON) SS:
LEGISLATIVE CHAMBERS)

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution acted upon by the County Legislature in Regular Session on May 27, 2015.

A quorum being present, and a majority voting therefor.

Michael E. Zurlo
Clerk of the Legislature

(SEAL)

THE CITY OF UTICA

OFFICE OF THE MAYOR
1 KENNEDY PLAZA • UTICA, NEW YORK 13502

ROBERT M. PALMIERI
Mayor

Phone: 315-792-0100
Fax: 315-734-9250
e-mail: mayor@cityofutica.com

May 29, 2015

The Honorable Andrew M. Cuomo
Governor
State of New York
NYS State Capitol Building
Albany, NY 12224

Dear Governor Cuomo,

I'm writing in regards to the Compassionate Care Act and to express my strong support for North Country Roots and their application to open a medical marijuana dispensary in the City of Utica.

While the City of Utica has made great strides over the past three years to improve its financial standing, the challenge of many upstate City's in achieving financial sustainability is real. Welcoming new businesses to our community, such as a medical marijuana dispensary operated by North Country Roots, would create good paying jobs and help us to achieve that financial sustainability.

In addition, this business will undoubtedly help our local economy and the economies of the greater Utica area.

In meeting with representatives from North Country Roots on several occasions, I am both pleased and impressed in the manner in which they presented their business plan. I am confident they will be a great asset to our community, and ask their application be given every possible consideration.

I thank you for your time and continued support for the City of Utica. If you have any questions please don't hesitate to contact my office at 315-792-0100 [redacted] or via e-mail at mayor@cityofutica.com.

Sincerely,

Robert M. Palmieri
Mayor
City of Utica

Plattsburgh Police Department
45 Pine Street
Plattsburgh, NewYork
518-563-3411
518-566-9000 (FAX)

DESMOND J. RACICOT
Chief of Police

May 20th, 2015

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

Dear Dr. Zucker:

It is my pleasure to write this letter supporting North Country Roots, Inc. in their endeavor to bring a medical marijuana growing facility to the City of Plattsburgh. I know that medical marijuana is a proven safe and effective treatment for a variety of medical conditions, but when the Compassionate Care Act was passed in 2014, I, like many, had concerns about its impact to communities.

Would the product be safe? What new law enforcement challenges would come from this industry? What kind of cooperation could I expect from our local Registered Organization?
When Sgt. Eddie Suarez called to discuss North Country Roots, I was surprised that a local member of law enforcement would be a principal in this new industry but relieved that it was someone I know and trust. I have known Eddie for well over a decade.

When the Office of Court Administration assumed security responsibilities for Plattsburgh City Court, the professional standards my department set were maintained and our agencies have built a strong working relationship. In order to build a cooperative relationship between the Plattsburgh Police Department and NCR, our department will be granted direct access to their exterior camera system allowing us to surveill that section of the city from our headquarters and without NCR's involvement. I have reviewed NCR's choices in location, equipment and staffing. The Imperial Complex is a good choice for production due to its limited public access and its close proximity to the Plattsburgh Police Department and New York State Police.

Director of Security, Lt. Patrick Rascoe (Ret.) is one of the brightest and most dynamic officers I have ever worked with. To compliment Pat's extensive experience in officer supervision, drug enforcement, and regulatory compliance, he holds a B.S. in botany.

Plattsburgh's Common Council recognizes the benefits of medical marijuana to certain patients and has unanimously passed a resolution in support of this industry. North Country Roots' founders have a valuable combination of expertise in pharmaceuticals, security and business and are respected members of our community. I trust them to carry out the charge of the New York State Department of Health in safely producing and delivering medical marijuana to patients in the North Country as well as across New York State.

Sincerely yours,

Chief Desmond J. Racicot
Plattsburgh Police Department

VILLAGE OF GOUVERNEUR
33 CLINTON STREET, GOUVERNEUR, NY 13642 ~ ST. LAWRENCE COUNTY
NYS HEARING IMPAIRED RELAY 1-800-662-1220

June 4, 2015

The Honorable Andrew M. Cuomo
New York State Governor
New York State Capitol Building
Albany, NY 12224

Dear Governor Cuomo:

I am writing in regards to a potential medical marijuana dispensary to be located in the Village of Gouverneur and in addition, I would also like to recognize and congratulate you and the state legislature for the passage of this legislation.

While many are optimistic about the economic benefits for the Greater Gouverneur area if this potential becomes a reality, I must also express my support for the citizens of Northern New York that are in need and have been in need of this type of prescription medicine.

On May 27, 2015, the Village Board unanimously agreed to hold a public forum in conjunction with the Village Planning and Zoning Boards in regards to a local Medical Marijuana Dispensary. We look forward to getting more information and moving this process forward after the public meeting.

It also should be noted that as of this date the only company that has approached the Gouverneur area is North Country Roots.

Sincerely,

Ronald P. McDougall
Mayor

cc: North Country Roots

James E. Calnon
Mayor

41 City Hall Place
Plattsburgh, New York 12901
T: (518) 563-7701
F: (518) 561-7367
mayor@cityofplattsburgh-ny.gov

June 1, 2015

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

Dear Dr. Zucker:

I am writing to express my strong support for North Country Roots and their application to open a medical marijuana facility in Plattsburgh.

I expect that most municipalities will write in support of the economic benefits that a grow facility and dispensary will bring; many will reflect on the jobs and the tax money that is generated. While I enthusiastically welcome any of those economic benefits, it is the unique character of North Country Roots' application that appeals to me most. Their application is not seeking dispensaries in metropolitan New York, but in rural New York. They plan to make this aspect of medical treatment available in the rural areas.

As you know, medical care in rural areas suffers from the economy of scale and competition that can be found in urban settings. Without an application such as this, I can see that North Country patients that require this medicine would have to travel to, at least, Albany for their medicine.

North Country Roots' very name speaks to providing services to our local residents, throughout the entire North Country.

Sincerely,

James E. Calnon
Mayor, City of Plattsburgh

JEC/bac