NEW YORK STATE | Department of Health

Medical Marijuana Program
Application for Registration as a Registered Organization

Section A: Business Entity Information

1. Business Name: Bloomfield Industries Inc.

2. Organization Type (choose one):
- [X] For-profit
- [ ] Non-profit

3. Business Type (choose one):
- [X] Corporation
- [ ] Limited Liability Company
- [ ] Sole Proprietorship
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Other:

4. Phone: 212-776-4325

5. Fax 1-917-791-8306

6. Email: BloomfieldNY@BloomfieldIndustries.com

7. Business Address: 201 Edward Curry Avenue, Suite 103A

8. City: Staten Island

9. State: NY

10. ZIP Code: 10314

11. Mailing Address (if different than Business Address):

12. City:

13. State:

14. ZIP Code:

Section B: Primary Contact Information

15. Name: Colette Bellefleur

16. Title: COO

17. Phone: 212-776-4325 x1000

18. Fax 1-917-791-8306

19. Email: Colette.Bellefleur@BloomfieldIndustries.com

20. Mailing Address: 201 Edward Curry Avenue, Suite 103A

21. City: Staten Island

22. State: NY

23. ZIP Code: 10314

Section C: Proposed Manufacturing Facility Information

24. Proposed Facility Name: Bloomfield Industries Technology Center

25. Proposed Facility Address: 30-02 Borden Avenue

26. City: Long Island City

27. State: **NY**

28. ZIP Code: 11101

29. County: Queens

30. Property Status (choose one):
- [ ] Owned by the applicant
- [X] Leased by the applicant
- [ ] Other:

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

31. Proposed Hours of Operation:

Monday:	12AM to 11:59PM	Friday:	12AM to 11:59PM
Tuesday:	12AM to 11:59PM	Saturday:	12AM to 11:59PM
Wednesday:	12AM to 11:59PM	Sunday:	12AM to 11:59PM
Thursday:	12AM to 11:59PM		

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

32. Proposed Facility Name:		
33. Proposed Facility Address:		
34. City:	35. State: **NY**	36. ZIP Code:
37. County:	38. Property Status (choose one): ☐ 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	Friday:	to
Tuesday:	to	Saturday:	to
Wednesday:	to	Sunday:	to
Thursday:	to		

Section D: Proposed Dispensing Facility #1 Information

40. Proposed Facility Name: Lake Success Patient Resource Center		
41. Proposed Facility Address: 2001 Marcus Ave		
42. City: Lake Success	43. State: **NY**	44. ZIP Code: 11042
45. County: Nassau	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:	8:00 AM to 8:00 PM	Friday:	8:00 AM to 8:00 PM
Tuesday:	8:00 AM to 8:00 PM	Saturday:	8:00 AM to 1:00 PM
Wednesday:	8:00 AM to 8:00 PM	Sunday:	to
Thursday:	8:00 AM to 8:00 PM		

Section E: Proposed Dispensing Facility #2 Information

48. Proposed Facility Name: Manhattan Patient Resource Center		
49. Proposed Facility Address: 345 East 37th Street		
50. City: New York	51. State: **NY**	52. ZIP Code: 10016
53. County: Manhattan	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.**	

55. Proposed Hours of Operation:

Monday:	8:00 AM to 8:00 PM	Friday:	8:00 AM to 8:00 PM
Tuesday:	8:00 AM to 8:00 PM	Saturday:	8:00 AM to 1:00 PM
Wednesday:	8:00 AM to 8:00 PM	Sunday:	to
Thursday:	8:00 AM to 8:00 PM		

Section F: Proposed Dispensing Facility #3 Information

56. Proposed Facility Name: Syracuse Patient Resource Center

57. Proposed Facility Address: 1304 Buckley Road

58. City: Syracuse	59. State: **NY**	60. ZIP Code: 13212

61. County: Onodaga

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:	8:00 AM to 8:00 PM	Friday:	8:00 AM to 8:00 PM
Tuesday:	8:00 AM to 8:00 PM	Saturday:	8:00 AM to 1:00 PM
Wednesday:	8:00 AM to 8:00 PM	Sunday:	to
Thursday:	8:00 AM to 8:00 PM		

Section G: Proposed Dispensing Facility #4 Information

64. Proposed Facility Name: Williamsville Patient Resource Center

65. Proposed Facility Address: 52 South Union Road

66. City: Williamsville	67. State: **NY**	68. ZIP Code: 14221

69. County: Erie

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:	8:00 AM to 8:00 PM	Friday:	8:00 AM to 8:00 PM
Tuesday:	8:00 AM to 8:00 PM	Saturday:	8:00 AM to 1:00 PM
Wednesday:	8:00 AM to 8:00 PM	Sunday:	to
Thursday:	8:00 AM to 8:00 PM		

Section H: Legal Disclosures

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

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

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

OR

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

☑ Yes ☐ No

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

74.

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

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

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

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

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

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

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

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

Section I: Required Attachments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section J: Attestation and Signature

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

95. Signature: ▶

96. Date Signed: 5/28/15

97. Print Name:

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

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

Renee M Bingert
City of New York No. 01BI6195950
Certificate Filed in Richmond County
Commission Expires November 3, 2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Roy Anise

3. Title: CEO

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

CEO of Bloomfield Industries. Roy will report to the President of Bloomfield Industries, Richard Yost and lead the Bloomfield team to execute the business and operational plan that has been put together to secure this license. Reporting to Roy as CEO will be the COO, the Chief Compliance Officer, Chief Medical Officer, CFO, Chief Communications Officer and the Director of Quality Assurance.

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

☐ **Yes** ☑ **No**

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

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

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

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

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

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

8. Phone: [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Long Island University	1 University Plaza Brooklyn, NY 11201	1981	1984	MBA	1984
New York Institute of Technology	Suffolk County, N.Y.	1976	1980	B.A	1981

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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19. Affirmative Statement of Qualifications

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

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: Sarah E. Bunyan	Notary Registration Number: 148053
Notary (Notary Must Affix Stamp or Seal)	Date: 5/18/15

SARAH E. BUNYAN
NOTARY PUBLIC
ID #148053
COMMONWEALTH OF VIRGINIA
My Commission Expires June 30, 2015

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: Jason Austin	3. Title: Director of Cultivation

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

Managing and directing staff in the cultivation of marijuana in a state of the art manufacturing 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 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: N/A
10. Email: [redacted]	
11. Residence Address: [redacted]	
12. City: [redacted]	13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Delaware Valley University	700 E Butler Ave Doylestown, PA 18901	1993	1997	Bachelor of Science Ornamental Horticulture	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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 6/2/15
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 6/2/15

Renee M Bingert
City of New York No. 01BI6195950
Certificate Filed in Richmond County
Commission Expires November 3, 2016

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

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

1. Business Name: Bloomfield Industries

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

2. Name: Colette Bellefleur | 3. Title: COO

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

COO of Bloomfield Industries. Colette is currently leading the team that is building the operational plan for Bloomfield Industries and writing the NY State Medical Marijuana Program application. The COO at Bloomfield Industries will report to the CEO and have operational responsibilities for: Cultivation and Manufacturing, Facilities (manufacturing & dispensary), Security, and IT.

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

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

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

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

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

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

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

8. Phone: [redacted]	9. Fax
10. Email: colette.bellefleur@bloomfieldindustries.com	
11. Residence Address: [redacted]	
12. City: [redacted]	13. State: [redacted] 14. ZIP Code: [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Rutgers University	New Brunswick NJ	1978	1981	Masters Economics	June, 1981
Douglas College, Rutgers University	New Brunswick NJ	1974	1978	Bachelors Economics	June, 1978

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

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

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

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

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

Name of Employer:
Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

Colette Bellefleur is an experienced and proven operations management executive and is leading the Bloomfield Industries team in developing and implementing the short and long-term operational plan for delivering medical marijuana products to patients in New York. Ms. Bellefleur has successfully led a number of global business operations whose focus has been regulatory standards and compliance, partner relationship management, and critical information systems operations. Her experience in regulated industries and global team management expertise make her uniquely qualified for COO of Bloomfield Industries.

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: Colette Bellefleur	Date: 5/28/15
Notary Name: Renee M Bingert	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/28/15

Renee M Bingert
City of New York No. 01BI6195950
Certificate Filed in Richmond County
Commission Expires November 3, 2016

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: Bloomfield Industries Inc.

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

2. Name: John A. Brady

3. Title: Board Member

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

Board Member on the Board of Directors.

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 Connecticut	Storrs CT	1972	1976	BA Political Science	May 1976
Arizona State University	Tempe AZ	1977	1979	MBA	May 1979

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

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

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

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

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

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

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

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

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: 2010	Name and Address of Business: Organic Bouquet	
To: 2011		
Business Type: intenet organic flower business	Office Held/Nature of Interest: Board member	☐ open ☑ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

From: 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: John A. Broady	Date: 6-1-15
Notary Name: Madeline Greenwald	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 6/1/15

Madeline Greenwald
Commissioner of Deeds
City of New York No. 5-1843
Certificate Filed in Richmond County
Commission Expires January 1, 2016

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: James F. Burns	3. Title: CFO

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

Financial administration and treasury 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.

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

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

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

8. Phone: [redacted]				9. Fax [redacted]	
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Pennsylvania	Philadelphia, PA 19104	1983	1987	Bachelors of Science in Economics	May, 1987

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: MAY 29, 2015
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: May 29, 2015

Madeline Greenwald
Commissioner of Deeds
City of New York No. 5-1843
Certificate Filed in Richmond County
Commission Expires January 1, 2016

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: Frank Caliendo	3. Title: Chief Medical Officer

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

Oversee all medical research, quality, maintenance as it pertains to the medical issues of the business of the company after product has been packaged and distributed.

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Dartmouth College	Hanover, NH 03755	07/13	02/15	Masters	02/15
UHS/Chicago Medical School	3333 Green Bay Rd North Chicago, IL 60064	08/90	05/94	M.D.	05/94
Hofstra University	Hempstead, NY 11549	09/85	06/89	B.A.	06/89

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Medicine	203151	NYS Education Dept 89 Washington Ave, Albany, NY 12234 518-474-3817 opunit2@nysed.gov	05/96	10/31/15

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

Name of Employer:
Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/26/15
Notary Name: Anne M. Soviero	Notary Registration Number: 01SO6264760
Notary (Notary Must Affix Stamp or Seal)	Date: 5/26/15

ANNE M. SOVIERO
Notary Public, State of New York
No. 01SO6264760
Qualified in Nassau County
Term Expires July 2, 2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Jeffrey F Cohen	3. Title: Director, IT

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

Director of IT will report to the COO and is responsible for overseeing the information technology strategy for an Bloomfield Industries and developing and implementing the policies and goals for the IT department, managing Bloomfield's IT systems and processes.

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

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of South FL	Tampa FL	8-83	6-85	Bachelor's in finance	6-85
University of Fl	Gainesville FL	8-81	5-83		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/20/15
Notary Name: Win Remley	Notary Registration Number: EE 847451
Notary (Notary Must Affix Stamp or Seal)	Date: 5/20/15

WIN REMLEY
Notary Public - State of Florida
My Comm. Expires Oct 29, 2016
Commission # EE 847451
Bonded Through National Notary Assn.

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: Bloomfield Industries Inc.

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

2. Name: Robert Corbo	3. Title: Director of Quality Assurance

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

Define and manage the company product Quality Assurance program including but not limited to company Standard Operating Procedures, Raw Material/Packaging Component Specifications, In-Process/Finished Product Specifications and associated sampling/testing documentation.

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

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

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

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

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

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

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

8. Phone: [redacted]	9. Fax: none
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	Regents Degree Program Albany, New York	1972	1985	Bachelor of Science Diploma #6936	May 24, 1986

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
None				

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

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

Appendix A:

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

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

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

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

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]

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

From: 2005 (approx.) To: Present	Name and Address of Business: Sparta Zoning Board of Adjustment 65 Main Street, Sparta, NJ 07871	
Business Type: Sparta Township	Office Held/Nature of Interest: Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: Township of Sparta - NJ, 65 Main Street, Sparta, NJ 07871 (973) 729-4493		
From: 2008 (approx.) To: Present	Name and Address of Business: Ginny's House 4 High Street, Newton, NJ 07860	
Business Type: Children's Advocacy Center	Office Held/Nature of Interest: Volunteer	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: None		
From: 2004 (approx.) To: Present	Name and Address of Business: New Jersey Pharmaceutical Association for Science and Technology http://njphast.org/	
Business Type: Trade Organization	Office Held/Nature of Interest: Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: None		

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

From: 2005 To: Present	Name and Address of Business: Pass It Along 60 Blue Heron Rd., Suite 100, Sparta, NJ 07871	
Business Type: Non-Profit Youth Development	Office Held/Nature of Interest: Volunteer	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: New Jersey Department of State P.O. Box 300 Trenton, NJ 08625 1-866-534-7789		
From: 1990 To: Present	Name and Address of Business: Balanced Rock Beach Association 380 East Shore Trail, Sparta, NJ 07871	
Business Type: Beach Association	Office Held/Nature of Interest: Webmaster	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 2008 To: 2014	Name and Address of Business: International Network of Independent Contract Auditors Association N/A	
Business Type: Trade Association	Office Held/Nature of Interest: Member	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

From: 2008 To: 2011	Name and Address of Business: Sparta UNICO Foundation 8 Hopson Ave, Little Falls, NJ 07424	
Business Type: Volunteer Association	Office Held/Nature of Interest: Treasurer	☐ open ☒ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: New Jersey Department of State P.O. Box 300 Trenton, NJ 08625 1-866-534-7789		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☐ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

19. Affirmative Statement of Qualifications

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

N/A

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

Signature: Robert Cole	Date: 5/21/2015
Notary Name: David R Costa	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal) David R Costa DAVID R. COSTA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES DEC. 22, 2015	Date: 5/21/2015

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: John B. Davis | 3. Title: Board Member

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

Board member on the Board of Directors.

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.

Puget Sound Group LLC - Patient Resource Center
Chief Executive Officer
[redacted]% Ownership stake
No violations

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
Villanova	800 E Lancaster Ave Villanova, PA 19085	2006	2007	Master of Applied Project Management	2007
North Seattle Community College	9600 College Way N Seattle, WA 98103	1992	1993		
Olympic Community College	1600 Chester Ave Bremerton, WA 98337	1988	1989		

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

16. Licenses Held: List any and all licenses issued by a governmental or other regulatory entity.				
Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
17. Employment History for the Past 10 Years: Start with MOST RECENT employment and include employment during the last 10 years. Attach additional copies of page 3, if necessary.				

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

Appendix A:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

From: 2002	Name and Address of Business: Seattle Events INC	
To: 2008	6911 12th Ave NE, Seattle, WA 98115	
Business Type: S Corp	Office Held/Nature of Interest: Member, Board of Directors	☐ open ☑ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

From: 2008 To: Present	Name and Address of Business: Seattle Events, a Non-Profit Corporation	
Business Type: 501(c)(4)	Office Held/Nature of Interest: VP/Member, Board of Directors	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2011 To: Present	Name and Address of Business: Coalition of Cannabis Standards and Ethics 3233 S. Hanford St. Seattle, WA 98144	
Business Type: 501(c)(6)	Office Held/Nature of Interest: Executive Director/Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2012 To: Present	Name and Address of Business: National Cannabis Industry Association 1410 Grant St. B-301 Denver, CO 80203	
Business Type: 501(c)(6)	Office Held/Nature of Interest: Member, Board of Directors	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 6/1/15
Notary Name: Bryanne P. Fitts	Notary Registration Number: 162196
Notary (Notary Must Affix Stamp or Seal)	Date: June 1st 2015

BRYANNE P. FITTS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCT. 30, 2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Alan Deehan | 3. Title: Director of Real Estate

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

Provide services relating to real estate matters.

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Princeton University	Princeton, NJ	9/1977	6/1981	Bachelor of Science-Engineering	6/1981
New York University	New York, New York	9/1984	5/1988	Master of Business Administration	5/1988

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Broker/Salesperson	9700298	NJ Real Estate Commission PO Box 328 Trenton NJ 08625 609-292-7272 realestate@dobi.state.nj.us	1997	2008

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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: Alan Deehan	Date: 5/21/15
Notary Name: Yolanda Marroquin	Notary Registration Number: FF143157
Notary (Notary Must Affix Stamp or Seal)	Date: 05/21/2015

NOTARY PUBLIC
YOLANDA MARROQUIN
Notary Public, State of Florida
Commission# FF 143157
My comm. expires Aug. 03, 2018

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: Steve Fox

3. Title: Dir. of Gov't Relations

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

He will oversee the company's government relations activity, including oversight of outside firms hired to provide government relations services.

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

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Tufts University	419 Boston Avenue, Medford, MA 02155	8/86	5/90	BA, Psychology	5/90
Boston College Law School	885 Centre Street, Newton Centre, MA 02459	8/91	5/94	J.D.	5/94

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
License to practice law	567088	Massachusetts Board of Bar Overseers of the Supreme Judicial Court	12/19/1994	9/1/2015

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

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

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

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

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: 12/10 To: Present	Name and Address of Business: National Cannabis Industry Association 1410 Grant Street, Suite B-301 Denver, CO 80203	
Business Type: Membership Organization	Office Held/Nature of Interest: Non-voting board member (Secretary)	◉ open ○ closed ○ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 6/14 To: Present	Name and Address of Business: Council on Responsible Cannabis Regulation 1244 Grant Street Denver, CO 80203	
Business Type: Non-profit Advocacy	Office Held/Nature of Interest: Board member and executive director	◉ open ○ closed ○ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 1/05 To: 1/12	Name and Address of Business: Safer Alternative for Enjoyable Recreation/SAFER Voter Education Fund PO Box 40332 Denver, CO 80204	
Business Type: Non-profit education/advocacy	Office Held/Nature of Interest: Board member; Exec. Dir. (2006)	○ 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 have spent most of the past 13 years engaged in advocacy and directing advocacy activity. A large portion of that time was spent promoting the needs of medical marijuana patients on Capitol Hill in Washington, DC on behalf of the Marijuana Policy Project. I have lobbied to defend the rights of states to have their own medical marijuana laws without federal interference, to protect state-legal medical marijuana patients from prosecution by the federal government, to establish alternative sources of marijuana production for federally-approved research, and to ensure that the National Institute on Drug Abuse would provide marijuana for an FDA-approval study on the potential therapeutic benefits of marijuana for veterans with PTSD.

In 2010, I co-founded the National Cannabis Industry Association in order to ensure that individuals engaged in the production and distribution of medical marijuana had professional representation in the halls of Congress. NCIA also encourages professionalism among its members and has held scores of events since its founding to provide education and guidance.

More recently, I co-founded the Council on Responsible Cannabis Regulation for the purpose of educating leaders from states and nations about the regulatory system for cannabis in Colorado. CRCR helps to coordinate tours for these leaders, which include meeting with legislators, members of the executive branch, and law enforcement. We also assist individuals in other states who are working on legislation, regulations, and ballot initiatives, in order to ensure that the laws and regulations in other states allow the industry to operate efficiently, while protecting the interests and health of patients and other cannabis consumers.

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: Betty Torres	Notary Registration Number: N/A BT
Notary (Notary Must Affix Stamp or Seal)	Date: 5/21/15

BETTY H. TORRES NOTARY PUBLIC MONTGOMERY COUNTY, MD MY COMMISSION EXPIRES AUGUST 14, 2015

5/21/15.

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Joseph J. Franzitta

3. Title: Director of PRC

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

Director of Patient Resource Center. Responsible for the day-to-day operations of the Patient Resource Centers (dispensing facilities), employee training, managing cash flow and daily bank transactions, and coordinating all deliveries, recalls, inventory management and record keeping. Oversees all PRC staff and dispensing medical marijuana products.

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

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

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

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

Duane Reade
[redacted]

I have never had any findings of violations of law or regulation by a governmental agency against me as an individual.

[redacted] I was not involved nor was I made aware of any finding of violations of law or regulations against the above pharmacy. I have no knowledge whether Duane Reade (the business or entity) has had any finding of violations of law or regulations with respect to the company's other locations.

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
Staten Island Community College	2800 Victory Blvd Staten Island, NY 10314	9/70	5/72		
St. John's College of Pharmacy	8000 Utopia Pkwy Jamaica, NY 11439	09/72	05/76	Bachelor's of Science in Pharmacy	06/76

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
Registered Pharmacist	030159	NYS Education Department P.O. Box 22063 Albany, NY 12201 opunit1@nysed.gov 518-474-3817	9/17/1976	4/30/2016
Registered Immunization Pharmacist	I030159	NYS Education Department P.O. Box 22063 Albany, NY 12201 opunit1@nysed.gov 518-474-3817		4/30/2016

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

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

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

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

Name of Employer:

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/26/15
Notary Name: Anne M. Soviero	Notary Registration Number: 01SO6264760
Notary (Notary Must Affix Stamp or Seal)	Date: 5/26/15

ANNE M. SOVIERO
Notary Public, State of New York
No. 01SO6264760
Qualified in Nassau County
Term Expires July 2, 2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Laura Harris	3. Title: Director of Compliance

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

Responsible for review of policies and procedures, manuals, and compliance documentation related to the business operations of a registered organization. The standard operating procedures and manuals are a guide to assist in the oversight and this position will ensure compliance with all rules, regulations and laws related to the manufacturing, dispensing, and operations of all rules, regulations and laws related to the manufacturing, dispensing, and operations of the registered organization pursuant to Title 10. Department of Health, Chapter XIII. Medical use of Marijuana. Responsible for ensuring all staff and contractors are in compliance.

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

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Colorado State University	Fort Collins, Colorado 80523	1978	1982	B.S. in Business Administration	May 1982

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

From: 02/17/14	Name and Address of Business: Denver Relief Consulting, LLC, Denver CO	
To: 02/17/2015		
Business Type: Business Consulting	Office Held/Nature of Interest: Consultant	☑ open ☐ closed ☐ proposed

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:

N/A

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

From: February 2014 To: Present	Name and Address of Business: New England Treatment Access, Inc. Franklin, MA, Northampton MA, Brookline, MA	
Business Type: Med MJ Dispensary/Cultivation	Office Held/Nature of Interest: Director of Compliance	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: Massachusetts Dept. Of Public Health 99 Chauncy St 11th Fl Boston, MA 02111 617-660-5370		

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

From: May 2015 To: present	Name and Address of Business: Progressive Treatments Solutions, LLC, State of Illinois	
Business Type: Med MJ Cultivation	Office Held/Nature of Interest: Compliance Advisor	☐ open ☐ closed ☑ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: Dept of Financial and Professional Regulation 100 W Randolph 9th FL, Chicago, IL 60601 312 814 - 4500		

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: Laura K. Harris	Date: 5/28/15
Notary Name: Andrew Cronin	Notary Registration Number: 20144013689
Notary (Notary Must Affix Stamp or Seal)	Date: 5/28/15

ANDREW CRONIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144013689
My Commission Expires Mar. 27, 2018

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: Joshua Kappel	3. Title: Owner

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

Owner

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

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

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

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

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

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

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

8. Phone: [redacted]			9. Fax: 303-860-4505		
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 Denver College of Law	2255 E Evans Ave, Denver, CO 80210	2007	2010	Juris Doctor	May 2010
Sana Clara University School of Law	500 El Camino Real, Santa Clara, CA 95053	8/2009	12/2009	No degree	N/A
Truman State University	100 E Normal St, Kirksville, MO 63501	2003	2007	Bachelors of Science in Psychology	May 2007
International College of Seville	c/ Porvenir 15, 41013, Seville, Spain	9/2004	12/2004	No degree	N/A

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Attorney Registration	43244	Colorado Supreme Court 1300 Broadway, Denver, CO 80203 303-928-7800	05/24/2011	12/31/2016

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

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

Appendix A:

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

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

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

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: 2014	Name and Address of Business: Council on Responsible Cannabis Regulation 1244 Grant Street, Denver, CO 80203	
To: Present		
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:

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

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

Name of Employer: City and County of Denver	Type of Business: Governmental/Elections	
Street Address: 3888 E. Mexico Ave		
City: Denver	State: CO	Zip Code: 80210
Starting Date of Employment: 10/2008	Ending Date of Employment: 11/2008	
Name of Supervisor for Reference: Darla Sergeant	Supervisor Phone Number: 720-913-8683	
Position/Responsibilities: Assistant Precinct Supervisor		
Reason For Departure: Temporary		

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: 2014	Name and Address of Business: Council on Responsible Cannabis Regulation 1244 Grant Street, Denver, CO 80203	
To: Present		
Business Type: Non profit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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

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

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

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

From: 2015 To: Present	Name and Address of Business: CanBar Association 1531 17th Ave, San Francisco, CA 94122	
Business Type: Non profit	Office Held/Nature of Interest: Board member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 4/16/2014 To: Present	Name and Address of Business: VS Strategies LLC 1244 Grant Street, Denver, CO 80203	
Business Type: Limited Liability Company	Office Held/Nature of Interest: Owner	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 4/10/14 To: Present	Name and Address of Business: VS Holdings LLC 1244 Grant Street, Denver, CO 80203	
Business Type: Limited Liability Company	Office Held/Nature of Interest: Owner	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

From: 2014 To: Present	Name and Address of Business: Council on Responsible Cannabis Regulation 1244 Grant Street, Denver, CO 80203	
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: To:	Name and Address of Business:	
Business Type:	Office Held/Nature of Interest:	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/29/15
Notary Name: Kathryn Humphries	Notary Registration Number: 20154019356
Notary (Notary Must Affix Stamp or Seal)	Date: 5/29/15

KATHRYN F HUMPHRIES
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154019356
Expires May 15, 2019

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: Bloomfield Industries, Inc.

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

2. Name: Jahan Marcu	3. Title: Director of Manufacturing

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

The Director of Manufacturing is responsible for all phases of manufacturing operations including but not limited to: extraction, product manufacturing, packaging, labeling and quality control. Other responsibilities include: compliance to New York State Medical Marijuana law regarding production of medical marijuana products, recruiting, and training manufacturing personnel

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

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

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

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

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

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

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

8. Phone: [redacted]	9. Fax
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
Temple University School of Medicine	3500 North Broad St. Philadephia, PA 19140	08/2008	01/2013	Ph.D Cell Biology	05/2013
San Francisco State Univeristy	1600 Halloway Ave San Francisco, CA 94132	08/200	08/2006	BS Biology, Chemistry, and Communications	05/2007

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature: Jahan Marcu	Date: 6/2/2015
Notary Name: KAMAL P SONI	Notary Registration Number: 01SO6089949
Notary (Notary Must Affix Stamp or Seal) STATE OF NEW YORK COUNTY OF KINGS SIGNED BEFORE ME ON 6/2/2015 JAHAN PHILIP MARCU KAMAL P. SONI Notary Public, State of New York No. 01SO6089949 Qualified in Kings County Commission Expires March 31, 2019	Date: 6/2/2015

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Michael A Marino

3. Title: Director of Security

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

Security operations for all facilities, personnel and systems. Oversee all security operations for all facilities and systems.

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

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

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

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

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

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

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

8. Phone [redacted]				9. Fax	
10. Email [redacted]					
11. Residence Address:					
12. City:		13. State:		14. ZIP Code:	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
SUNY NYC	33 W 42nd St New York, NY 10036	09/93	09/97	BS Business Administration	12/97

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

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

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

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

Name of Employer: NYPD

Type of Business: Police Dept

Street Address: 1 Police Plaza

City: NY | State: NY | Zip Code: 10038

Starting Date of Employment: 11/1979 | Ending Date of Employment: 09/2014

Name of Supervisor for Reference: Chief Delatorre | Supervisor Phone Number: 718-667-2220

Position/Responsibilities:

Second in command of all police operations, duties and responsibilities for the borough of Staten Island.

Reason For Departure: Physical injuries incurred in the line of duty

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/29/15
Notary Name: Anthony Volpe	Notary Registration Number: 01VO6303518
Notary (Notary Must Affix Stamp or Seal)	Date: 5/29/15

ANTHONY JOSEPH VOLPE
Notary Public - State of New York
NO. 01VO6303518
Qualified in Richmond County
My Commission Expires May 12, 2018

ANTHONY JOSEPH VOLPE
Notary Public - State of New York
NO. 01VO6303518
Qualified in Richmond County
My Commission Expires May 12, 2018

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

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

1. Business Name: Bloomfield Industries

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

2. Name: Vincent Parry

3. Title: Chief Communications Offcer

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

Vince Parry is an expert in ethical healthcare marketing and branding. He is a key advisor in helping Bloomfield Industries set up the product brand identities, as well as consult on engagement strategies and communications for helping healthcare professionals and patients/caregivers comply with the regulations.

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

☐ Yes ☑ No

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
SUNY at Stony Brook	Stony Brook, NY 11794	9/1973	6/1977	B.A.	6/1977
Indiana University	107 South Indiana Avenue, Bloomington, IN 47405	9/1977	6/1979	M.A.	6/1979

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
N/A				

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:	Date: May 20, 2015
Notary Name: Carolyn Parry	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/20/15

CAROLYN PARRY
Notary Public, State of New York
No. 02PA5082084
Qualified in New York County
Commission Expires July 21, 2017

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

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

1. Business Name:

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

2. Name: Robert M. Podstawski	3. Title: Director of Facilities

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

This person will manage all aspects of the properties within which our business is conducted, including but not limited to; safety/fire prevention, repairs, cleaning, utilities, building exteriors and interiors, furniture and equipment, snow removal, parking, landscaping projects, 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.

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:
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
William Paterson University	Wayne, NJ	1971	1974	BA	6/1974

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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: Robert Podolanski	Date: 06/1/15
Notary Name: Madeline Greenwald	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 6/1/15

Madeline Greenwald
Commissioner of Deeds
City of New York No. 5-1843
Certificate Filed in Richmond County
Commission Expires January 1, 2016

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: Bloomfield Industries Inc.

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

2. Name: Christian Sederberg	3. Title: Owner

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

Owner

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

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

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

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

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

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

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

8. Phone: [redacted]		9. Fax: [redacted]	
10. Email: [redacted]			
11. Residence Address: [redacted]			
12. City: Denver	13. State: CO	14. ZIP Code: 80211	

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Colorado School of Law	2450 Kittredge Loop Road, Boulder, CO 80309	2002	2005	Juris Doctor	May 6th, 2005
University of San Diego	5998 Alcala Park, San Diego, CA 92110	1996	2000	Bachelors of Business Administration	May 25, 2000

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Attorney Registration	36665	Colorado Supreme Court 1300 Broadway, Denver, CO 80203 303-928-7800	10/25/2005	12/31/2016

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

From: 2013	Name and Address of Business: National Cannabis Industry Association 1410 Grant Street, Denver, CO 80203	
To: Present		
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed

Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:

N/A

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

From: 2014 To: Present	Name and Address of Business: Council on Responsible Cannabis Regulation 1244 Grant Street, Denver, CO 80203	
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 4/16/2014 To: Present	Name and Address of Business: VS Strategies LLC 1244 Grant Street, Denver, CO 80203	
Business Type: Limited Liability Company	Office Held/Nature of Interest: Owner	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		
From: 4/10/14 To: Present	Name and Address of Business: VS Holdings LLC 1244 Grant Street, Denver, CO 80203	
Business Type: Limited Liability Company	Office Held/Nature of Interest: Owner	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

19. Affirmative Statement of Qualifications

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

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: 5/29/15
Notary Name: Kathryn Humphries	Notary Registration Number: 20154019356
Notary (Notary Must Affix Stamp or Seal) KATHRYN F HUMPHRIES NOTARY PUBLIC - STATE OF COLORADO My Identification # 20154019356 Expires May 15, 2019 [signature] 5/15/19	Date: 5/29/15

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Scott M. Stein	3. Title: Board Member

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

Assist in driving the corporate vission and mission of the organization. Provide oversight of the executive team.

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. Phon[redacted] 9. Fax:

10. Ema[redacted]

11. Residence Addres[redacted]

12. Ci[redacted] 13. Stat[redacted] 14. ZIP Code: 80301

15. Formal Education — Dates Attended [redacted]

Institution	Address	From	To	Degree Received	Date Received
University of South Florida	4202 E Fowler Ave, Tampa, FL 33620	8/85	5/88	N/A	
[redacted]					

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

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

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

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

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

Appendix A:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

From: 08/2009 To: 10/2001	Name and Address of Business: Executive Professional Marketing 201 Village blvd, princeton NJ 08540	
Business Type: Consulting	Office Held/Nature of Interest: Member of LL[redacted]%	☐open ◉closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: N/A		

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

From: 04/2006 To: Present	Name and Address of Business: Michael Austin LLC 11 South Post Road Princeton Junction, NJ 08550	
Business Type: Realestate holding Company	Office Held/Nature of Interest: Member LLC	◉open ☐closed ☐proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable: n/a		

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

19. Affirmative Statement of Qualifications

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

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: Renee M Bingert	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5-28-15

Renee M Bingert
City of New York No. 01BI6195950
Certificate Filed in Richmond County
Commission Expires November 3, 2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Shellene Suemori

3. Title: Director of Science

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

Manages the science department including raw plant material (RPM) management, oil production and extraction, research and development, analytics and hiring lab personnel. Establish equipment needs and product formulation.

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.

Dixie Elixirs and Edibles
Director of Science
No violations.

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

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

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

8. Phone: [redacted]			9. Fax N/A		
10. Email: [redacted]					
11. Residence Address [redacted]					
12. City [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Metropolitan State University	890 Auraria Pkwy Denver, CO 80204	2010	2012	Bachelors of Science	2012
Community College of Aurora	16000 E Centretech Pkwy Aurora, CO 80011	2008	2010	Associates Degree	Credit Transfe
Spokane Falls Community College	3410 W Fort George Wright Dr, Spokane, WA 99224	1993	1995		

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/28/15
Notary Name: Karen Schilz	Notary Registration Number: 20014031128
Notary (Notary Must Affix Stamp or Seal)	Date: 5-28-15

KAREN SCHILZ
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20014031128
My Commission Expires 10/24/2017

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Brian Vicente

3. Title: Board Member and Owner

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

Serve on the Board of Directors.

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

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Denver College of Law	2255 E Evans Ave Denver, CO 80210	2001	2004	Juris Doctor	2004
Grinnell College	1115 8th Ave Grinnell, IA 50112	1995	1999	Bachelor of Arts in Psychology	1999

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Attorney Registration	36484	Colorado Supreme Court 1300 Broadway Denver CO 80203 303-928-7800	7/25/2005	7/25/2016

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses
List any affiliations you have been associated with in the past 10 years. Affiliation, for the purpose of this section, includes serving as either a board member, officer, manager, owner, partner, principal stakeholder, director or member of the organization. Organizations outside of New York State must also be disclosed.
Have you owned or operated a business or had any affiliations with the operations of a business in New York, in the USA, or in other countries? ☑ Yes ☐ No

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

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

From: 2010 To: 2011	Name and Address of Business: National Cannabis Industry Association 1410 Grant St, B-301, Denver, CO 80203	
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2006 To: Present	Name and Address of Business: SAFER Voter Education Fund P.O. Box 40332 Denver, CO 80204	
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		
From: 2012 To: 2014	Name and Address of Business: Harm Reduction Action Center 231 E. Colfax Ave Denver, CO 80203	
Business Type: Nonprofit	Office Held/Nature of Interest: Board Member	☑ open ☐ closed ☐ proposed
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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

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

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

Name of Employer:		
Type of Business:		
Street Address:		
City:	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]

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

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

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

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

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: B P C	Date: 6-1-15
Notary Name: Kathryn Humphries	Notary Registration Number: 20154019356
Notary (Notary Must Affix Stamp or Seal)	Date: 6-1-15

KATHRYN F HUMPHRIES
NOTARY PUBLIC - STATE OF COLORADO
My Identification # 20154019356
Expires May 15, 2019

Kathryn
6-1-15

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

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

1. Business Name: Bloomfield Industries Inc.

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

2. Name: Charles R. Walgreen	3. Title: Board Member

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

Serves as Board Member on the Board of Directors.

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

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

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

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

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

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

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

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

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
United States Marine Core	Box 555019 Camp Pendleton, CA	03/80	02/83		02/83
Drake University	2507 University Ave Des Moines, IA 50311	05/83	08/86	Bachelor's of Science	08/86
University of Notre Dame	Notre Dame, IN 46566	09/86	05/88	Master's of Science Administration	05/88

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

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

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

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

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

Name of Employer:

Type of Business:

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

From: 1/1/97	Name and Address of Business: Walgreen Asset Group 736 N Western Ave Suite 314, Lake Forest, IL 60045	
To: Present		
Business Type: Private Equity Firm	Office Held/Nature of Interest: CEO	☑ **open** ☐ **closed** ☐ **proposed**
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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

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: Charles R. Conlon	Date: 6/11/15
Notary Name:	Notary Registration Number: 776098
Notary (Notary Must Affix Stamp or Seal)	Date: 6/11/15

"OFFICIAL SEAL"
NINA G. BATTISTELLO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/23/2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Laura Adrian Wilton

3. Title: Director Greenhouse Cultivati

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

The Director of Greenhouse Cultivation is responsible for managing all aspects of Bloomfield's greenhouse cultivation operations from seedling to harvest including daily operations of the greenhouse, training and hiring staff and ensuring compliance with Bloomfield Industries operating procedures and Department regulations.

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

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

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

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

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

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

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

8. Phone [redacted]	9. Fax N/A
10. Email [redacted]	
11. Residence Address [redacted]	
12. City [redacted]	13. State [redacted] 14. ZIP Code [redacted]

15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
S.U.N.Y Purchase	735 Anderson Hill Rd Purchase, NY 10577	2005	2009	Bachelor's	2009

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

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

Type of Professional License	License Number	Institution Granting License (Mailing Address, Phone, Email)	Effective Date	Expiration Date
Green Roof Professional (GRP)	N/A	Green Roof for Healthy Cities 406 King Street East Toronto, ON M5A164 Canada	2011	N/A

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

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

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

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

19. *Affirmative Statement of Qualifications*

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

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

Signature: L. Wilter	Date: 5-28-15
Notary Name: Diane Mule	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/28/15

DIANE MULE
Notary Public, State Of New York
No. 04MU6080480
Qualified In Richmond County
Commission Expires September 16, 20 18

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

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

1. Business Name:

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

2. Name: Richard Yost	3. Title: President

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

Richard Yost is the founder of Bloomfield Industries and the sole financier. As President, Richard will continue in his leadership role insuring that Bloomfield Industries remains focused on its founding principles of patient focus and science driven. He will provide strategic direction for the company by working with the Board of Directors, the Board of Medical Advisors, and the management team to establish long-range goals, strategies, plans and policies.

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

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

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

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

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

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

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

8. Phone [redacted]			9. Fax:		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City [redacted]		13. State [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
Northwood University	4000 Whiting Drive Midland, MI 48640	2008	2012	Bachelor's of Business Administration	May 2012
Poly Prep	9216 7th Avenue Brooklyn, NY 11228	2004	2008	High School Diploma	June 2008

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

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

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

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

From: 10/2014	Name and Address of Business: Ideal Organix LLC	
To: Present		
Business Type: Soil MFG	Office Held/Nature of Interest: Co- Founder	☑ **open** ☐ **closed** ☐ **proposed**
Name, Address and Phone Number of Licensing/Regulatory Agency, if applicable:		

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

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

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

19. Affirmative Statement of Qualifications

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

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

Signature:	Date: 5/28/15
Notary Name:	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/28/15

Renee M Singert
City of New York No. 01SI6195950
Certificate Filed in Richmond County
Commission Expires November 3, 2016

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

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

1. Business Name: Bloomfield Industries, Inc.

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

2. Name: Laurie Ann Zrenda

3. Title: Medical Board of Advisors

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

Board member on the Medical Board of Advisors.

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]

No violations

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

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

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

8. Phone: [redacted]			9. Fax: [redacted]		
10. Email: [redacted]					
11. Residence Address: [redacted]					
12. City: [redacted]		13. State: [redacted]		14. ZIP Code: [redacted]	
15. Formal Education		Dates Attended		Degree	
Institution	Address	From	To	Degree Received	Date Received
University of Connecticut	Storrs, CT 06269	9/82	12/86	BS Pharmacy	12/86

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
Pharmacist	6829	Connecticut Dept. of Consumer Protection 165 Capitol Ave. Hartford, CT 06106 (860)713-6100	3/87	1/16 (yearly)
		dcp.licenseservices@ct.gov		

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

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

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

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

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

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

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

18. Offices Held or Ownership Interest in Other Businesses

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

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

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

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

[redacted]

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

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

19. Affirmative Statement of Qualifications

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

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

Signature: Laurie A. Zuenda	Date: 5/29/15
Notary Name: Marcia Lipphardt	Notary Registration Number:
Notary (Notary Must Affix Stamp or Seal)	Date: 5/29/15

Marcia Lipphardt

MARCIA LIPPHARDT
Notary Public
State of Connecticut
Commission Expires March 31, 2017

Appendix B

Bloomfield Industries is committed to implementing a fully compliant and scalable operation from Day One. All work will be conducted within highly innovative and secure facilities designed and engineered for state-of-the art cultivation, extraction, and research by local experts with vast experience in Pharmaceutical design and medical space.

Once awarded a license, Bloomfield will fit out a state-of-the-art, pharmaceutical-quality cultivation and manufacturing facility in Long Island City, New York. Setting the standard for cannabis cultivation and manufacturing operations around the world, it will feature 230,000 square feet dedicated to cultivation, manufacturing, packaging, warehousing, research and development, and the executive offices. The space will feature a 20,000 square foot secure rooftop greenhouse and ceiling heights that will accommodate vertical cultivation should additional grow space be required to meet demand.

Specialists in pharmaceutical facility design and engineering (Carl E. Holden Architect and Rockbrook Consulting Engineers), have been contracted to develop all environmental systems to ensure that the main facility is energy-efficient, aesthetically appealing, and technologically at the forefront of the industry.

Dispensaries, which will be called “Patient Resource Centers, PRC’s” have been designed by Jarmel/Kizel Architects including all interior design. They will be between 2,000 and 3,000 square feet and located in prime medical buildings, similar to the buildings patients now see their doctors in. These spaces are not retail stores. They are medical style offices and have been designed with the patients needs in mind. A comfortable place to not only pick up medication but also gain education about the medication they are receiving. They will feature large, open, and comfortable waiting spaces that can also be configured for patient seminars, as well as private consultation rooms to ensure every patient gets the attention they request. The Patient Centers will be strategically located along the New York Thruway, in New York City, and Long Island.

Appendix B

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:	LAKE SUCCESS PATIENT RESOURCE CENTER
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ◉
Use and Occupancy Classification:	C-3 DISTRICTS: PLANNED COMMERCIAL DISTRICT / USE: (3)RETAIL SALES AND SERVICE
Building Construction Type and Classification:	GLASS AND METAL FRAME BUILDING
Facility Address:	2001 MARCUS AVE, LAKE SUCCESS, NY 11042
Primary Contact Telephone number:	212.776.4325
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

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 Package, Size Low P Efficiency _____,
Ventilation Requirements _____

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

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

☑ Electrical Distribution Available LIPA

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

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

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

Appendix B – Architectural Program

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

Appendix B – Architectural Program

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

CODE COMPLIANCE REVIEW

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

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

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	EXISTING	BLDG HT = +/- 24'-0" BLDG AREA = 70,000 sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/A

Appendix B – Architectural Program

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

Appendix B – Architectural Program

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N - No Separation Req	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.	NYS BC 903.2.6	Sprinkler NFPA 13
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	904.3	Dry Chemical
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	905.4 Class I (30 ft nozzle @ 100 ft hose)	Stairway/Adj to exit
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	907.9 Alarm notification	Lobby

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	912.2Locations-Hydrants/ driveways/fire apparatus...	Refer plan
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.	1 Exit	1 Exit, refer plan
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.	Mercantile 60 per sq ft	2,575sf/60 = 42person
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	TABLE 1005.1 0.2 inch per occupant	3'-0"=180 person, refer plan
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.	Entry/Exit Doors	Entry/Exit Doors - refer plan

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.	3'-0" min door	3'-0" min, door
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	1:12 slope	N/A, refer plan
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	<100'-0"	refer plan
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.	1- Exit Door	Exit Door, refer plan
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1017.1 more than 30'-0"=1-hr	1- HR Rated

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	1017.2 = 44" min	5'-0", refer plan
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	1017.3 Not >20'-0"	N/A -Refer Plan
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1- Egress	1-Exit - refer plan
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	44" min	5'-0", refer plan
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	1022.1 @ 2/3 of the required exit	Less than 2/3. -refer plan

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.	1023.2 stair	1-open stair, refer plan
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1021.1	Directly Outside -refer plan
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	1104.1 1104.5 3'-0" Clear Passage-way	5'-0" Wheelchair Radius 3'-0" Clear Passage-way
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).	N/A	-Proposed wall are all interior -Existing windows-no change
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	N/A
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.	Primary Power Secondary Power-NFPA70	Non-Provided

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	2902.1 Mercantile 2- Toilets/ 2-Lavatory	2 - Toilets 2 - Lavatory
48	Available Street Water Pressure			Provide the available street or well water pressure.	Manhasset-Lakeville Water District	60-80 PSI
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.		Refer plan

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

AREA = 2,570 sf

FIRST FLOOR SPACE PLAN

SCALE: 1/16" = 1'-0"

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

Jarmel Kizel

ARCHITECTS AND ENGINEERS INC.

42 OTHER PARKWAY
LIVINGSTON, NEW JERSEY 07039
TEL: 973-994-9669
FAX: 973-994-4049

www.jarmelkizel.com

Architecture
Engineering
Interior Design
Implementation Services

ISSUE

NO	DATE	REVISION	BY
1	5.26.15	PCB REVIEW	DEL

Project

BLOOMFIELD INDUSTRIES
2201 MARCUS BLVD
LAKE SUCCESS, NEW YORK

Project Number: 15-15-155

Scale: AS NOTED

Drawn By: MI

Approved By: DEL

Drawing Name:

FIRST FLOOR SPACE PLAN

Drawing Number:

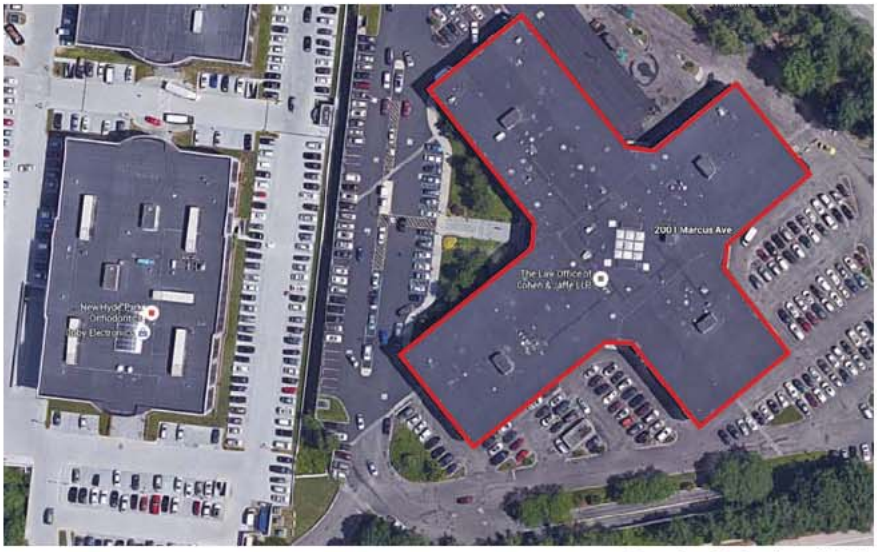
SA-1

Issue Date:

Lake Success Patient Resource Center

2001 Marcus Ave., Lake Success, NY 11042

Scale: .5 inch = 5 miles



Scale: .5 inch = 50ft.

Street View

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

SYMBOLS

FIRST FLOOR SPACE PLAN

SCALE : 1/16" = 1'-0"

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

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Architecture
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Implementation Services

ISSUE

NO.	DATE	DESCRIPTION	INT.
1.	5.26.15	FOR REVIEW	DLL

PRINCIPALS

MATTHEW B. JARMEL, AIA, MBA — NJ LIC AI0 12787; AZ LIC 48159; CO LIC ARC-401482; DC LIC ARC101849; DE LIC S5-0007256; FL LIC AR94004; GA LIC RA011484; IA LIC 05577; IL LIC 001.020069; MA LIC AR10286; MO LIC 12662; MI LIC 1201062189; MN LIC 46404; NC LIC 10120; NH LIC 3501; NY LIC 024673; OH LIC A-PA-12444; PA LIC RA-014851-B; TN LIC 103850; TX LIC 20992; VA LIC 0401 014089; VT LIC 2453

IRWIN H. KIZEL, AIA, PP — CT LIC 08522; NJ LIC 21AI00794700; NJ PP LIC 33LI00243100

RICHARD A. JARMEL, PE — CT LIC PEN0027735; FL LIC 70134; MI LIC 6201052339; DE LIC 18754; VT LIC 88498; NJ LIC 37491; MN LIC 47482; NY LIC 073898-1; PA LIC PE070600; MA LIC 50445

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FREDRICK KINCAID, RA — NJ LIC 21AI018294

NJ State Board Of Architects Authorization No. 161
NJ State Board Of Engineers & Land Surveyors Authorization No. GA278177

Project:
BLOOMFIELD INDUSTRIES
2001 MARCUS BLVD.
LAKE SUCCESS, NEW YORK

Project Number: BI-5-15-155	Scale: AS NOTED
Drawn By: IM	Approved By: DLL

Drawing Name:
FIRST FLOOR SPACE PLAN

Drawing Number:
SA-1

Initial Date: 5.18.15

PROTOYPE PACKAGE FOR:

NEW YORK

BLOOMFIELD INDUSTRIES INC

JarmelKizel

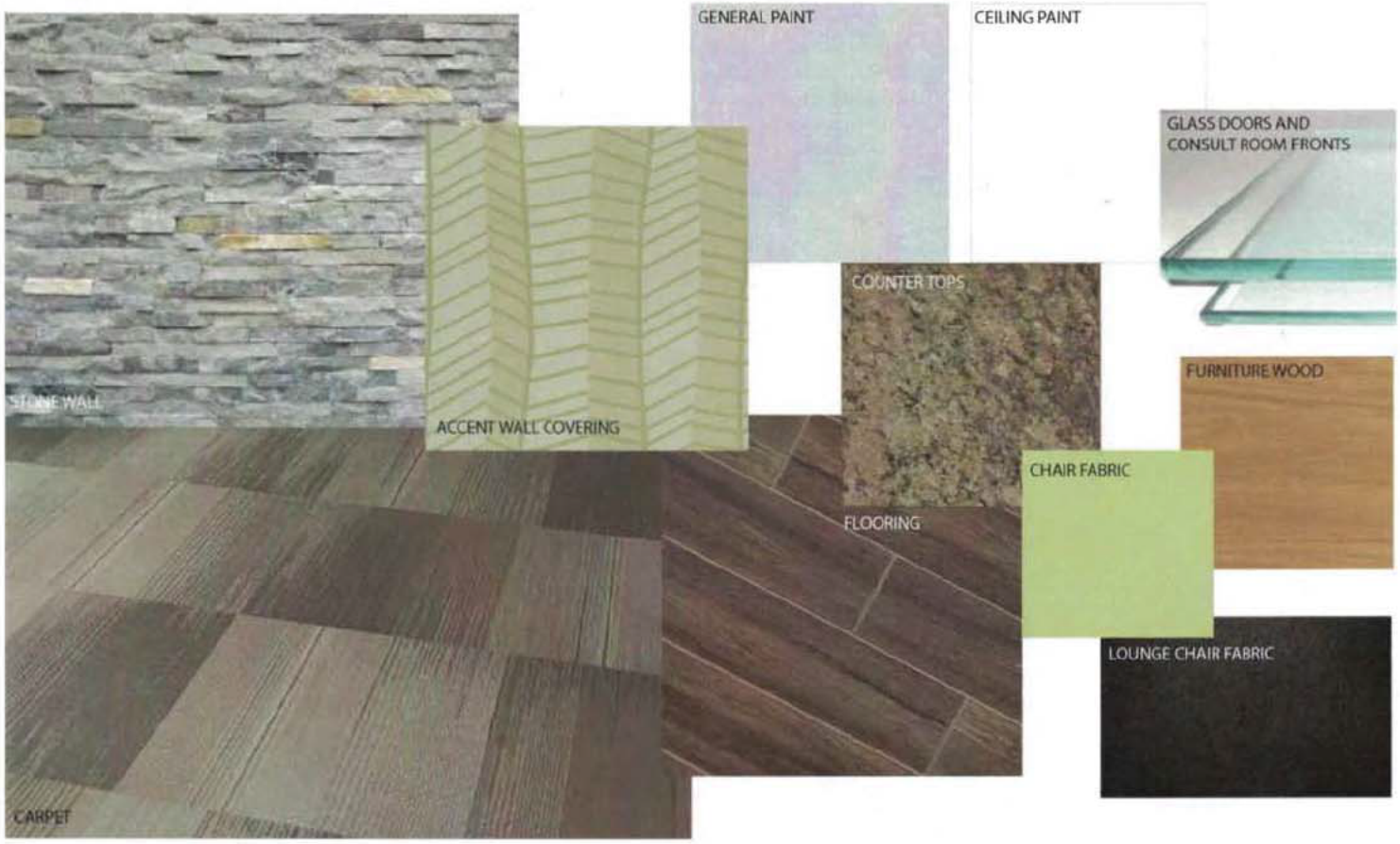
05.06.15

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

PUBLIC WAITING AREA

PATIENT WAITING AREA

CONSULTATION ROOM



FINISHES

JarmelKizel

LOUNGE CHAIRS AT PUBLIC WAITING AREA

SOFA AT PUBLIC WAITING AREA

TABLE AT CONSULTATIO ROOMS

SOFA AT PRIVATE WAITING AREA

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

PENDANT CONSULTATION ROOMS

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

FURNITURE

BLOOMFIELD INDUSTRIES

JarmelKizel

HOLLISTER CONSTRUCTION SERVICES

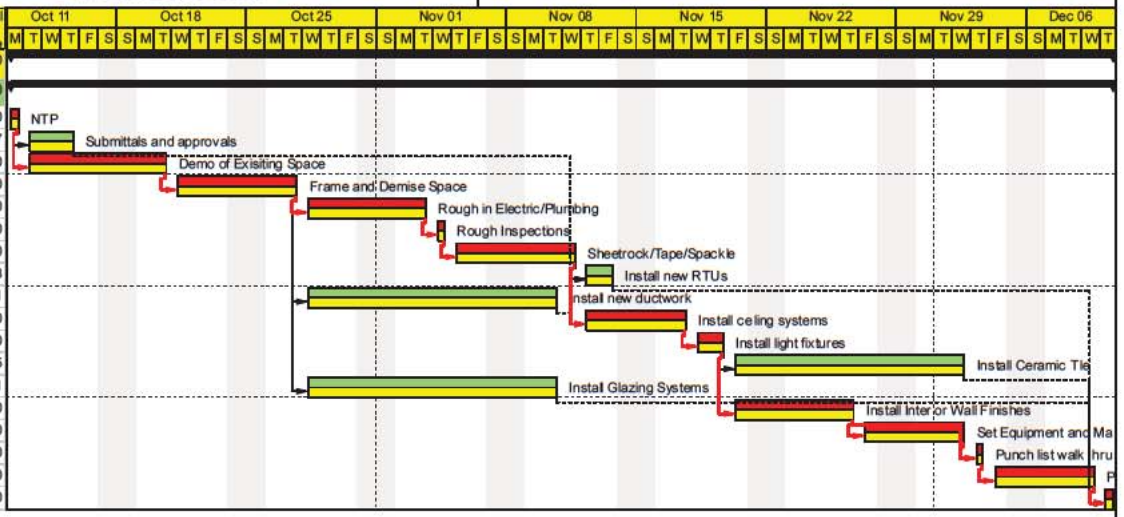
Bloomfield Industries

2001 Marcus Avenue

Lake Success, NY 11042

02-Jun-15 10:52

Activity ID	Activity Name	Original Duration	maining Duration	Start	Finish	Total Float
Bloomfield- St. James Global 2000sf Fit-Out		44	44	12-Oct-15	10-Dec-15	0
CONSTRUCTION DURATION		44	44	12-Oct-15	10-Dec-15	0
101	NTP	1	1	12-Oct-15	12-Oct-15	0
105	Submittals and approvals	3	3	13-Oct-15	15-Oct-15	37
115	Demo of Exisiting Space	6	6	13-Oct-15	20-Oct-15	0
125	Frame and Demise Space	5	5	21-Oct-15	27-Oct-15	0
135	Rough in Electric/Plumbing	5	5	28-Oct-15	03-Nov-15	0
145	Rough Inspections	1	1	04-Nov-15	04-Nov-15	0
155	Sheetrock/Tape/Spackle	5	5	05-Nov-15	11-Nov-15	0
190	Install new RTUs	2	2	12-Nov-15	13-Nov-15	18
200	Install new ductwork	10	10	28-Oct-15	10-Nov-15	1
220	Install ceiling systems	4	4	12-Nov-15	17-Nov-15	0
225	Install light fixtures	2	2	18-Nov-15	19-Nov-15	0
230	Install Ceramic Tle	9	9	20-Nov-15	02-Dec-15	5
235	Install Glazing Systems	10	10	28-Oct-15	10-Nov-15	21
260	Install Interior Wall Finishes	5	5	20-Nov-15	26-Nov-15	0
262	Set Equipment and Make Connections	4	4	27-Nov-15	02-Dec-15	0
265	Punch list walk thru	1	1	03-Dec-15	03-Dec-15	0
270	Punch list corrective work	4	4	04-Dec-15	09-Dec-15	0
400	Cient turn over	1	1	10-Dec-15	10-Dec-15	0



Primary Baseline | Remaining Work | Milestone

Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

© Primavera Systems, Inc.

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:	MANHATTAN PATIENT RESOURCE CENTER
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ◉
Use and Occupancy Classification:	PHARMACY/DRUG STORE [UG-6]
Building Construction Type and Classification:	CLASS 1-A
Facility Address:	345 EAST 37th STREET, NEW YORK, NY 10016
Primary Contact Telephone number:	212.776.4325
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

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 BOILER, Size Low P Efficiency _____,
Ventilation Requirements _____

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

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

☑ Electrical Distribution Available Yes / CONED

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

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

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

Appendix B – Architectural Program

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

Appendix B – Architectural Program

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

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	1968 BC	Use & occupancy of this facility. Identify all applicable materials, class and quantities regarding Table 307.1.	1968 BC OCCUPANCY TYPE "C" [MERCANTILE]	OCCUPANCY TYPE "B" [OFFICE]

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413	N/A	All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
3	Hazardous Materials	414	N/A	All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
4	Hazardous Materials Control Areas	414.2	N/A	Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507	1968 BC	Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	EXISTING	BLDG HT = 504'-0" BLDG AREA = 886,206 SF
6	Incidental Use Areas	508.2	N/A	Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3	1968 BC	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	ZONE C1-9 UG 1-6 J-2	MIXED USE OFFICE /J-2 HEALTH CLUB
8	Nonseparated Uses	508.3.2	N/A	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3	1968 BC	Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	COMMERCIAL COMMUNITY FAC RES [J-2]	COMMERCIAL COMMUNITY FAC RES [J-2]
10	Construction Classification	602	1968 BC	Provide Construction Classification per each building included in Application.	CONTRUCTION CLASS 1-A	CONTRUCTION CLASS 1-A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601	1968 BC	Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	BEARING = 4-HRS NON-BEARING = 2 HRS	BEARING = 4-HRS NON-BEARING = 2 HRS

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	1968 BC	Identify required fire resistance rating of exterior walls on Building Plan(s).	BEARING = 4-HRS NON-BEARING = 2 HRS	BEARING = 4-HRS NON-BEARING = 2 HRS
13	Exterior Fire Separation Distance	Table 602	1968 BC	Identify required fire separation distance of exterior walls between Buildings on Plan.	N/A	N/A
14	Fire Walls	705	1968 BC	Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	1-HR WALL TENANT SEPARATION	1-HR WALL TENANT SEPARATION
15	Fire Barriers	706	1968 BC	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2-HRS	2-HRS
16	Shaft Enclosures	707	1968 BC	Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	2-HRS	2-HRS
17	Fire Partitions	708	1968 BC	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	2-HRS	2-HRS

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	1968 BC	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	3-HRS	3-HRS
19	Fire Protection: Sprinkler System	903	1968 BC	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.	TITLE 27/SC 17 [1703.3] 956 Standard for Installation of Sprinklers	As per Code, Standard for Installation of Sprinklers
20	Alt. Fire Extinguishing System	904	1968 BC	Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	§27-848.12 (b)	Class "A" type
21	Standpipe System	905	1968 BC	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	c26-1702.10(a) c26-1702.11(a)(l)/(b)(1)/(c)	Gravity Tank/Pressure Tank Direct Connection
22	Fire Alarm & Detection Systems	907	1968 BC	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)	***ANSI/NFPA No. 72 National Fire Alarm Code (1993)	As per Code

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	1968 BC	Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912	1968 BC	Identify Fire Department connections in accordance with NFPA applicable standard.	NFPA STANDARD	NFPA STANDARD
25	Exits	1001.1 &2	1968 BC	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.	EGRESS: 3'-0" MIN	3'-0" MIN, Refer plan
26	Occupant Load	1004 & Table 1004.1.1	1968 BC	Identify the use/name of each room, dimensions of each room, and Occupant Loads per each room on the Building Plans.	50 person/ sf	3,900 sf/50 =
27	Egress Width	1005	1968 BC	Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	3'-0" min clear	3;-0" min clear
28	Accessible Means of Egress	1007.1	1968 BC	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Entry/Exit Doors	Entry/Exit Doors

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	1968 BC	Means of egress doors shall meet the requirements of this section.	Doors	Doors
30	Interior Stairs	1009	1968 BC	Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A
31	Ramps	1010.1	1968 BC	Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	N/A	N/A
32	Common Path of Travel	1014.3	1968 BC	Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	N/A	N/A
33	Exit Doorway Arrangement	1015	1968 BC	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.	Outdoor-Grade 100person/22"	60" = 2.7 unit width
34	Corridor Fire Rating	1017.1	1968 BC	Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1-HR	1-HR

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	1968 BC	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	4'-0"	5'-0"
36	Dead End Corridor	1017.3	1968 BC	Corridors shall not exceed the maximum dead end corridor length as per applicable code.	N/A	N/A
37	Number of Exits and Continuity	1019	1968 BC	Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1-Exit	1-Exit
38	Vertical Exit Enclosures	1020	1968 BC	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A
39	Exit Passageways	1021	1968 BC	Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	N/A	N/A
40	Horizontal Exits	1022	1968 BC	Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
41	Exterior Exit Ramps & Stairways	1023	1968 BC	Identify on the Building Plan(s): all applicable code requirements for each exterior exit ramps and stairways.	N/A	N/A
42	Exit Discharge	1024	1968 BC	Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	Outdoor/Corridor/Staircase	Outdoor
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)	1968 BC	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.	LL 58/87	3'-0" Clear path 5'-0" Radius
44	Energy Conservation	2010 NYS ECCC & IECC 2012	2014 NYCECC	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).	N/A Lighting to be high-efficacy	All Proposed wall are Interior No window Proposed -All LED lighting
45	Emergency & Standby Power	2702.1	1968 BC	Identify emergency & Standby Power locations and specifications of the system to be provided.	§27-396	N/A
46	Smoke Control Systems	2702.2.2	1968 BC	Identify the Standby power for smoke control systems in accordance with Section 909.11 of NYS Building Code.	RS 17-3 (3c)	Automatic Smoke Dampers

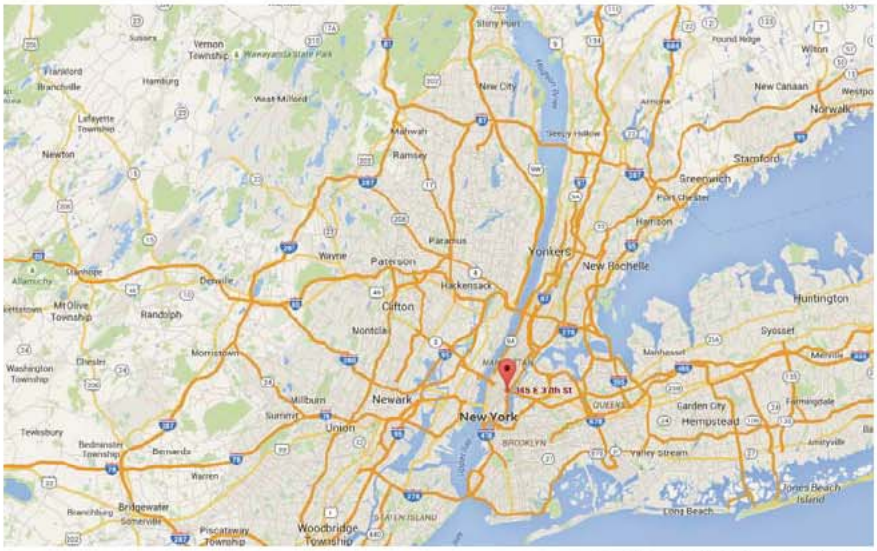
Appendix B – Architectural Program

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	1968 BC	Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	RS TABLE 16 (2 Toilets/2Lavatory)	2 - Toilets 2 - Lavatory
48	Available Street Water Pressure		N/A	Provide the available street or well water pressure.		60-80 PSI
49	Fire Apparatus Access Road	FC503.1	1968 BC	Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.		N/A - Street

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

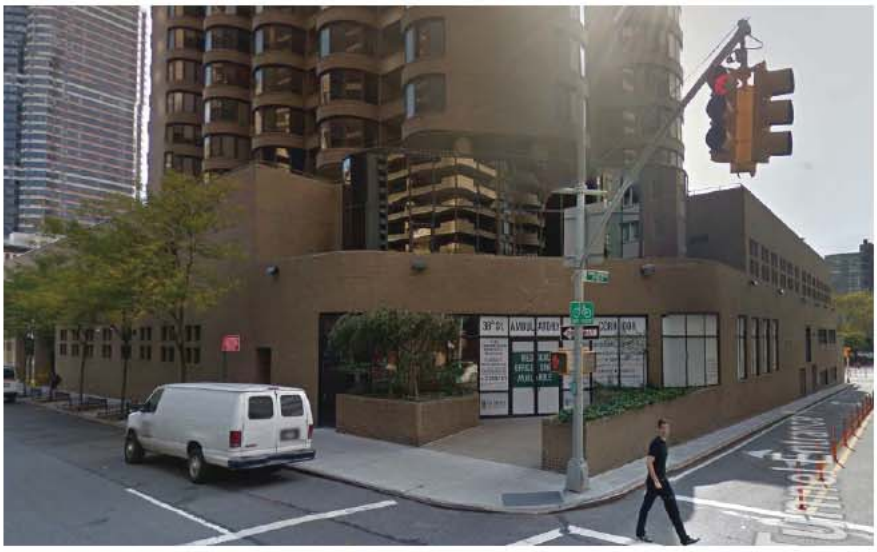
Manhattan Patient Resource Center

345 East 37th St., Manhattan, NY 10016



Scale: .5 inch = 5 miles

Scale: .5 inch = 50ft.



Street View

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

Jarmel Kizel
ARCHITECTS AND ENGINEERS INC.
42 OKNER PARKWAY
LIVINGSTON, NEW JERSEY 07039
TEL: 973-994-9669
FAX: 973-994-4069
www.jarmelkizel.com

Architecture
Engineering
Interior Design
Implementation Services

ISSUE

NO.	DATE	DESCRIPTION	INT.
1.	5.26.15	FOR REVIEW	DIL

PRINCIPALS
MATTHEW S. JARMEL, AIA, MBA NJ LIC #AI-12787
AZ LIC 48159 MI LIC 1301053189
CO/IC ARC 401482 MN LIC 46404
DC LIC ARC101849 NC LIC 10120
DE LIC SS-0007364 NH LIC 3901
FL LIC AR94034 NY LIC 024673
GA LIC RA011484 OH LIC A-PR-12444
IA LIC 05577 PA LIC RA-014811-8
IL LIC 001-029069 TN LIC 103650
MA LIC AR10086 TX LIC 20992
MO LIC 13663 VA LIC 0401 014089
VT LIC 2453
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DE LIC 18754 MA LIC 50445
VT LIC 8849-98

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GERARD P. GREANO, PE NJ LIC GE50866
JOHN TUDOR, RA NY LIC 023617
NJ LIC 21A1013660
FREDRICK KINCAID, RA NJ LIC 21A1018294
NJ State Board Of Architects Authorization No. 160
NJ State Board Of Engineers & Land Surveyors Authorization No. GA 378177

Project:
BLOOMFIELD INDUSTRIES
345 E 37TH Street
NEW YORK, NEW YORK

Project Number:	Scale:
BI-S-15-156	**AS NOTED**
Drawn By:	Approved By:
IM	**DLL**

Drawing Name:

FIRST FLOOR SPACE PLAN

Drawing Number:

SA-1

Initial Date: **5.18.15**

PROTOYPE PACKAGE FOR:

NEW YORK

BLOOMFIELD INDUSTRIES INC

JarmelKizel

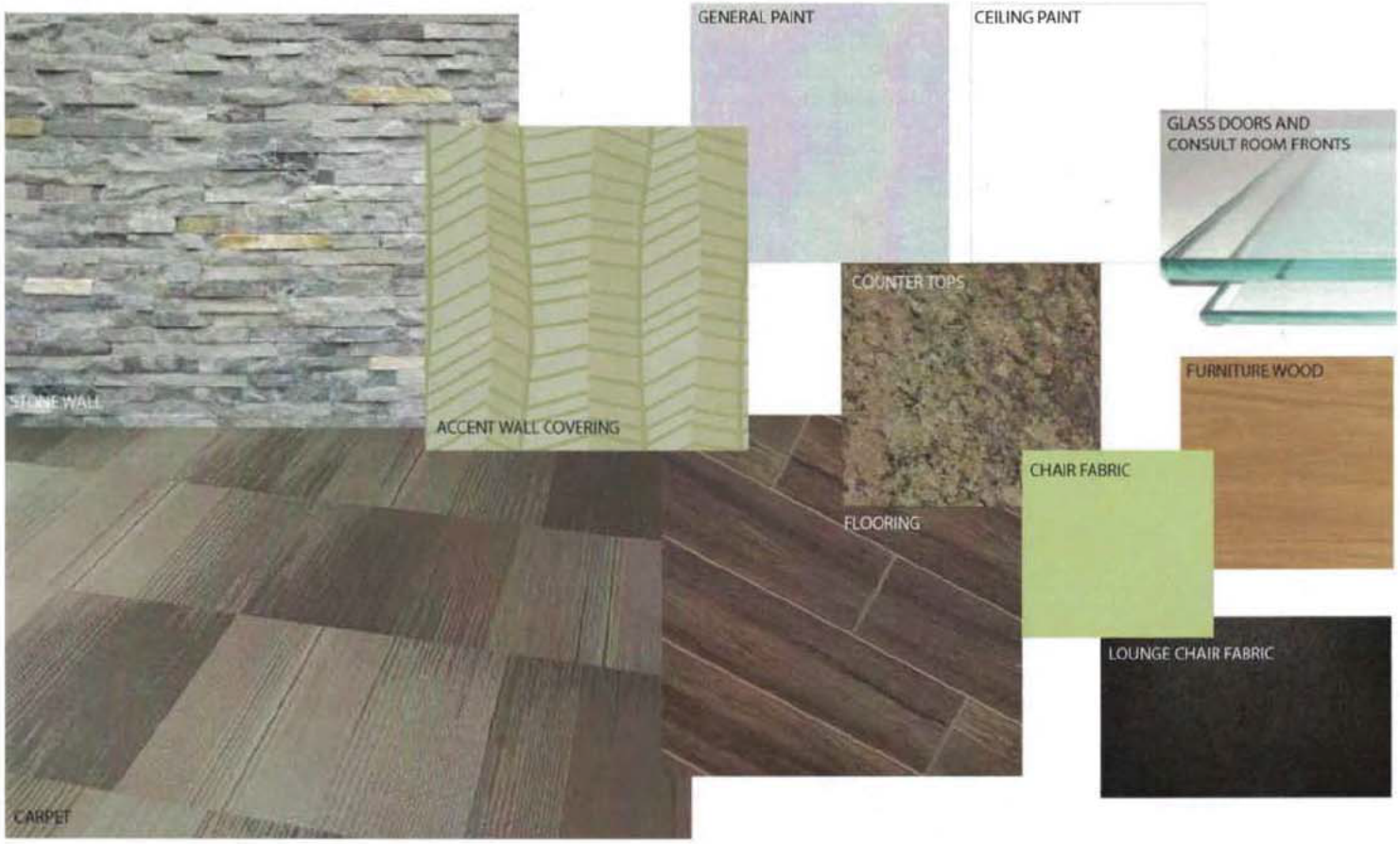
05.06.15

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

PUBLIC WAITING AREA

PATIENT WAITING AREA

CONSULTATION ROOM



FINISHES

JarmelKizel

LOUNGE CHAIRS AT PUBLIC WAITING AREA

SOFA AT PUBLIC WAITING AREA

TABLE AT CONSULTATIO ROOMS

SOFA AT PRIVATE WAITING AREA

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

PENDANT CONSULTATION ROOMS

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

FURNITURE

BLOOMFIELD INDUSTRIES

JarmelKizel

HOLLISTER CONSTRUCTION SERVICES

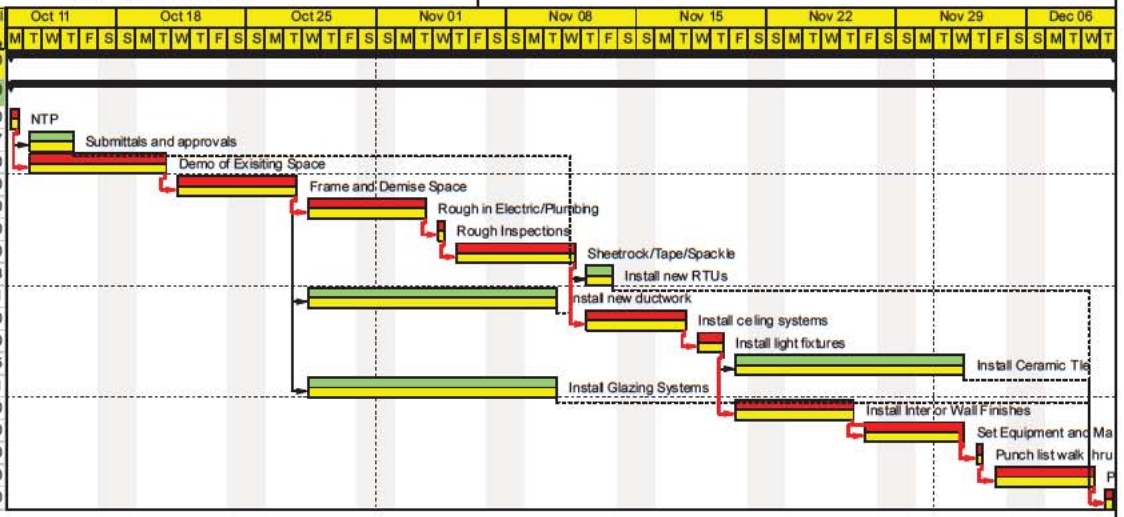
Bloomfield Industries

345 East 37th Street

New York, NY 10016

02-Jun-15 10:53

Activity ID	Activity Name	Original Duration	maining Duration	Start	Finish	Total Float
Bloomfield- St. James Global 2000sf Fit-Out		44	44	12-Oct-15	10-Dec-15	0
CONSTRUCTION DURATION		44	44	12-Oct-15	10-Dec-15	0
101	NTP	1	1	12-Oct-15	12-Oct-15	0
105	Submittals and approvals	3	3	13-Oct-15	15-Oct-15	37
115	Demo of Exisiting Space	6	6	13-Oct-15	20-Oct-15	0
125	Frame and Demise Space	5	5	21-Oct-15	27-Oct-15	0
135	Rough in Electric/Plumbing	5	5	28-Oct-15	03-Nov-15	0
145	Rough Inspections	1	1	04-Nov-15	04-Nov-15	0
155	Sheetrock/Tape/Spackle	5	5	05-Nov-15	11-Nov-15	0
190	Install new RTUs	2	2	12-Nov-15	13-Nov-15	18
200	Install new ductwork	10	10	28-Oct-15	10-Nov-15	1
220	Install ceiling systems	4	4	12-Nov-15	17-Nov-15	0
225	Install light fixtures	2	2	18-Nov-15	19-Nov-15	0
230	Install Ceramic Tle	9	9	20-Nov-15	02-Dec-15	5
235	Install Glazing Systems	10	10	28-Oct-15	10-Nov-15	21
260	Install Interior Wall Finishes	5	5	20-Nov-15	26-Nov-15	0
262	Set Equipment and Make Connections	4	4	27-Nov-15	02-Dec-15	0
265	Punch list walk thru	1	1	03-Dec-15	03-Dec-15	0
270	Punch list corrective work	4	4	04-Dec-15	09-Dec-15	0
400	Cient turn over	1	1	10-Dec-15	10-Dec-15	0



Primary Baseline | Remaining Work | Milestone

Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

© Primavera Systems, Inc.

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:	BLOOMFIELD TECHNOLOGY CENTER
Facility Type:	Manufacturing Facility ☑ Dispensing Facility ☐
Use and Occupancy Classification:	MIXED USES: INCLUDING U, S-1. F-1 AND B OCCUPANCIES
Building Construction Type and Classification:	BUILDING SHELL: TYPE 1 B, SPRINKLERED
Facility Address:	30-02 BORDEN AVENUE LONG ISLAND CITY, NY 11101
Primary Contact Telephone number:	212-776-4325
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)
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Appendix B – Architectural Program

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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
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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 hw boiler, Size 2500 mph Efficiency 94%,
Ventilation Requirements _____

☑ Cooling System: Type Chiller, Size 750 tons Efficiency 0.6 kw/to,
Ventilation Requirements _____

☑ Ventilation & Humidification Systems:
Type make-up, Size 250,000 cf, Efficiency NA,
Ventilation Requirements _____

☑ Electrical Distribution Available 4000A 480/277V 3 PHASE

☐ Water Supply: Municipal Water Service _____ or Private Well Water _____

☐ Sewage: Municipal Sewer System _____ or Private Septic System _____

☑ Emergency Power System:
Type Diesel, Size 2.5 MW Efficiency 80%,

Appendix B – Architectural Program

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Appendix B – Architectural Program

Select Project Type: Check all that apply. Refer to the Existing Building Code for definitions.	☐ New Building ☐ 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.	U: typical use / S-1 at 1st flr. shipping / F-1 at 5th flr. packaging / B at 5th flr. office	U: 177,824 SF / S-1: 6,854 SF / F-1: 19,135 SF / B: 25,692 SF & Rooftop Greenhouse U: 15,000 SF

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	Combustible rack storage: protected by automatic sprinkler system	1st floor racking (located in Shipping Area): 2,700 SF protected with automatic sprinkler system
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.	1st floor Hazardous Materials store room, Poisonous & Toxic Store Room: 1 hour fire partitions/ 2 hour rated floor assembly/protected by automatic sprinkler system	1st floor materials store room & Poisonous & Toxic Store Room (located in Shipping Area): each at 11' x 22' (+/- 242 SF). Each considered as an isolated 1st floor Control Area.
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	Control Areas: 4 on 1st flr.; 1 on 2nd, 3rd, 4th & 5th floors; & 1 at roof top	Control Area allowable quantities shall comply with Table 414.2.2 quantity limits
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	Type 1 B Allowable Area (Table 503 based on most restrictive S-1 Use) 48,000 SF x 200% (for sprinklered bldg 506.3) = 96,000 SF per	1st floor Building Area: 49,296 SF Building Height: 5 story + roof top greenhouse = 79' plus greenhouse at 20' = total
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	Mechanical Rooms: smoke partition & sprinklers. Three 1st floor store rooms:	1st floor Electrical Room: 1 1st floor electrical room: 1hour fire barrier & sprinklers

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
7	Mixed Occupancies	508.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Predominant use: U on floors 1, 2, 3, 4 & roof greenhouse (assumed for greenhouse & growing areas)	1st floor: provide 1 hour fire barrier between U & S-1 uses. 5th floor: provide 1 hour fire barrier between F-1 & B Use
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	Assuming use separations between U & S-1 and F-1 & B as noted under 508.3	Assuming use separations between U & S-1 and F-1 & B as noted under 508.3
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).	U & S-1: 1 hour separation + sprinkler protection. F-1 & B: 1 hour fire separation + sprinkler protection. Allowable floor	U & S-1: 1 hour separation + sprinkler protection. F-1 & B: 1 hour fire separation + sprinkler protection. Note: maintain 2
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	Building Shell: Type 1 B	Type 1 B to be maintained
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.	Structural frame: 2 hour Bearing Wall exterior: 2 hour Bearing Wall interior: 2 hour Nonbearing walls & partitions exterior: see 602	As required/allowed by code value

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
12	Exterior Wall Fire-Resistance Rating	Table 602	705.4	Identify required fire resistance rating of exterior walls on Building Plan(s).	South party wall: 3 hour per 705.4. Provide 1 hour rating at end intersecting walls for 4'.	South party wall: 3 hour. Provide 1 hour rating at end intersecting walls for 4' intersecting walls
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	South party wall: 0' East, West & North walls: >/= 30' minimum	South party wall: 0' East, West & North walls: >/= 30' minimum
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	South party wall: 3 hour fire wall required extending 30" minimum above adjacent	South party wall: 3 hour fire wall assumed for full height of building addition, with 30"
15	Fire Barriers	706	508.3.3	Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories
17	Fire Partitions	708	1017.1	Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	Access Corridors required non-rated fire partition for sprinklered building per Table 1017.1	Access Corridors at each floor provided as non-rated fire partitions for sprinklered building

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711	Table 601 716	Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	Floor Assembly: 2 hour Roof Assembly: 1 hour Ducts & Dampers per 716	Floor Assembly: 2 hour Roof Assembly: 1 hour
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.	Sprinkler design density: Office: Light Hazard Occupancy, 0.10 gpm/1500 SF & 100 gpm hose stream	Standard automatic wet system to meet required code values per NFPA 13 & 903.
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	905.3.1 905.4	Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	Class 1 standpipes per 905.3.1 Exception 1 & 905.4	Class 1 standpipes proposed within 4 stair towers and 1 at first floor west exit
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)	Manual fire alarm system pull stations, horns, strobe interlocked with fire protection system for flow	Manual fire alarm system pull stations, horns, strobe interlocked with fire protection system for flow

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	NA	NA
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	FDC location in accordance with NFPA Standard & 912. One FDC per 300' of exterior wall or fraction thereof	Facility to meet requirements for FDC locations. One proposed at Borden Avenue & one at Review Street
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.	Existing building with 4 egress exits/doors. Propose to add 3 additional egress	1st floor egress include 1- 6' wide and 5-3' wide egress doors. Upper floor egress includes 4-3' wide doors at stair towers.
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.	Occupant Loads: U area: 300 gsf/occupant S-1 area: 500gsf/occupant B/F-1 area: 100sf/occupant	806 occupant load by floor: 1st: 144 2nd: 165 3rd: 149
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	With Sprinkler System Stairways: .2" per occupant. Other components: .15" per	1st floor: 176"/.2" + 108"/.15" = 880 + 720 or 1600 capacity
28	Accessible Means of Egress	1007.1	1104	Provide accessible means of egress as per Section 1007 & cite applicable code section(s) and requirement(s) on the Building Plans.	Accessible means of Egress include: Accessible routes on site & within building (1104) Stairways (1007.3 & 1020)	Accessible site and interior route provided at each floor. Refer to plans for accessible

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.	Access Controlled Doors per 1008.1.3.4.	Refer to plans for door locations. All 1st floor entry
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	Stairs to comply with 1009. Note 4 new stairs are proposed for the building	14' flr. to flr. at 1st & 2nd. 17' flr. to flr. above 44" width; 7" max riser/12" tread; 36" handrail and
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.	Limited to 100' in sprinklered building per Exception 1.	Refer to floor plans. No conditions proposed in excess of 100'
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	2 exits required for U,B, F uses over 49 occupants & for S use over 29. Required separation at 1/3 the diagonal room distance,	2 exits provided in spaces where required, refer to floor plans
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	0 hr. fire rating required in corridors of sprinklered	Corridors are not fire rated

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2	1005.01	Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	Minimum corridor width of 44".	Corridors range from 60" to 120" wide. Refer to floor plans for dimensions
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	Maximum length of 50'	Dead end corridors to comply with 50' maximum. Refer to floor plans
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	Floor occupancy: 1-500 occupant -2 exits required Total Building occupancy: 501-1,000 occupant load - 3	Maximum Floor Occupancy (based on 2nd floor load) 165 occupant load requires 2 exits minimum per floor & 4
38	Vertical Exit Enclosures	1020	712, 712.4 715	Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	2 hour rated exit enclosure, with 1 1/2 hour rated doors & equip/duct penetrations	2 hour rated exit enclosure, with 1 1/2 hour rated doors & equip/duct penetrations
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	2 hour rated enclosure with 1 1/2 hour rated doors & equipment duct penetrations	2 hour rated enclosure with 1 1/2 hour rated doors & equipment duct penetrations
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.	Exits shall discharge directly to building exterior	Exits (stairs & exit passageways discharge
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	Provide an accessible site route (1104) and accessible facility rout on each floor (1104.4) connecting public entry, restrooms and	Provide an accessible site route (1104) and accessible facility rout on each floor (1104.4) connecting public entry, restrooms and
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).	Provide in accordance with 2010 NYS ECCC & IECC requirements	Roof insulation: R 25 ci above deck Mass walls above grade: R-9.5 ci
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	Required for exit signs, means of egress lighting and means of egress elevator	Provided for required functions with emergency generator in 1st flr. electrical room. Diesel, 2.5MW,
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).	Provide plumbing fixtures per Table 2902.1	Refer to fixture summary on the floor plans
48	Available Street Water Pressure			Provide the available street or well water pressure.	Minimum 500 gpm at 65 psi required at each floor level	Actual value be verified with hydrant flow test. Fire pump to be installed if street pressure is insufficient
49	Fire Apparatus Access Road	FC503.1		Identify on the Site Plan: Fire Apparatus Road, Fire Lane and other Fire Service requirements per applicable Building and Fire Codes.	Fire apparatus road access is assumed from Borden Road and Review Street	At time of review, code enforcement officer to determine if an internal on-lot fire road access is required

Appendix B – Architectural Program - Sub sheet
Bloomfield Technology Center
30-02 Borden Ave
Long Island City, NY 11101

No.	Topic	Required Code Value / Allowed Code Value	Facility's Actual Value
1	Use & Occupancy Classification	U: typical use / S-1 at 1st flr. shipping / F-1 at 5th flr. packaging / B at 5th flr. office	U: 177,824 SF / S-1: 6,854 SF / F-1: 19,135 SF / B: 25,692 SF & Rooftop Greenhouse U: 15,000 SF
2	Combustible Storage		1st floor racking (located in Shipping Area): 2,700 SF protected with automatic sprinkler system
3	Hazardous Materials	1st floor Hazardous Materials store room, Poisonous & Toxic Store Room: 1 hour fire partitions/ 2 hour rated floor assembly/protected by automatic sprinkler system	1st floor materials store room & Poisonous & Toxic Store Room (located in Shipping Area): each at 11' x 22' (+/- 242 SF). Each considered as an isolated 1st floor Control Area.
4	Hazardous Materials Control Areas	Control Areas: 4 on 1st flr.; 1 on 2nd, 3rd, 4th & 5th floors; & 1 at roof top greenhouse	Control Area allowable quantities shall comply with Table 414.2.2 quantity limits allowing up to 100% at 1st floor; 75% at 2nd floor; 50% at 3rd floor; 12.5% at 4 & 5th floors and roof top greenhouse. Note 2 hour rated floor separation with 1 hour fire wall barriers at 1st flr. separation. Typical control area quantities are 10 gallons methanol (Class 1b) and 10 gallons of ethanol. 1st floor control area 1.4 will have 4,500 gallons of diesel fuel (class II) for emergency generator tank

5	Building Area & Height	Type 1 B Allowable Area (Table 503 based on most restrictive S-1 Use) 48,000 SF x 200% (for sprinklered bldg 506.3) = 96,000 SF per floor. Allowable Height 11 story + 1 story for sprinklered bldg = 12 story maximum	1st floor Building Area: 49,296 SF Building Height: 5 story + roof top greenhouse = 79' plus greenhouse at 20' = total height of 99'
6	Incidental Use Areas	Mechanical Rooms: smoke partition & sprinklers. Three 1st floor store rooms: smoke partition & sprinklers. Electrical Room with generator; 1 hour fire barrier & sprinklers	1st floor Electrical Room: 1 1st floor electrical room: 1hour fire barrier & sprinklers. emergency generator + 4,500 gal. Class 2 fuel at 22' x 50' . part of U use/control area. Three 1st floor Store Rooms: smoke partition & sprinklers. Mechanical rooms smoke partitions & sprinklers.
7	Mixed Occupancies	Predominant use: U on floors 1, 2, 3, 4 & roof greenhouse (assumed for greenhouse & growing areas) 1st floor: mixed use U & S-1, moderate hazard storage for shipping area. 5th floor mixed use F-1 for production - packaging and B for office - lab area.	1st floor: provide 1 hour fire barrier between U & S-1 uses. 5th floor: provide 1 hour fire barrier between F-1 & B Use areas separation). Note: 2 hour fire rated floor separation to be maintained and include 2 hour rating at roof control area separation between 5th floor and rooftop greenhouse
8	Nonseparated Uses		
9	Separated Uses (Ratio < 1)	U & S-1: 1 hour separation + sprinkler protection. F-1 & B: 1 hour fire separation + sprinkler protection. Allowable floor area & height (Table 503) complies based on assuming 100% S-1 use, as the most restrictive use.	U & S-1: 1 hour separation + sprinkler protection. F-1 & B: 1 hour fire separation + sprinkler protection. Note: maintain 2 hour floor separations & 2 hour roof separation between 5th floor and the roof top greenhouse control area

10	Construction Classification		
11	Fire Resistance Rating Reqm't for Building Elements	Structural frame: 2 hour Bearing Wall exterior: 2 hour Bearing Wall interior: 2 hour Nonbearing walls & partitions exterior: see 602 Nonbearing walls & partitions interior: 0 hours Floor Construction: 2 hour Roof Construction: 1 hour minimum. Note: maintain 2 hour roof separation between 5th floor and the	
12	Exterior Wall Fire-Resistance Rating	South party wall: 3 hour per 705.4. Provide 1 hour rating at end intersecting walls for 4'. East, West & North walls: >/= 30': 0 hour	South party wall: 3 hour. Provide 1 hour rating at end intersecting walls for 4' intersecting walls East, West & North walls: >/= 30': 0 hour
13	Exterior Fire Separation Distance	South party wall: 0' East, West & North walls: >/= 30' minimum	South party wall: 0' East, West & North walls: >/= 30' minimum
14	Fire Walls	South party wall: 3 hour fire wall required extending 30" minimum above adjacent roofs	South party wall: 3 hour fire wall assumed for full height of building addition, with 30" high parapet
15	Fire Barriers	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories Exit Enclosures: 2 hour Horizontal Exits: 2 hour Incidental Use (Mech. Room): 0	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories Exit Enclosures: 2 hour Horizontal Exits: 2 hour Incidental Use (Mech. Room): 0 hour provided Control Area: 1 hour at 1st floor & 2 hour at 5th floor

		hour Control Area: 1 hour at 1st floor & 2 hour at 5th floor Mixed Uses: 1 hour between U & S-1. 1 hour between F-1 & B at 5th floor	Mixed Uses: 1 hour between U & S-1. 1 hour between F-1 & U at 5th floor
16	Shaft Enclosures	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories	Shaft enclosures: 2 hour connecting 4 story or more/ 1 hour connecting less than 4 stories
17	Fire Partitions	Access Corridors required non-rated fire partition for sprinklered building per Table 1017.1	Access Corridors at each floor provided as non-rated fire partitions for sprinklered building
18	Horizontal Assemblies	Floor Assembly: 2 hour Roof Assembly: 1 hour Ducts & Dampers per 716	
19	Fire Protection: Sprinkler System		
20	Alt. Fire Extinguishing System		
21	Standpipe System	Class 1 standpipes per 905.3.1 Exception 1 & 905.4	Class 1 standpipes proposed within 4 stair towers and 1 at first floor west exit passageway

22	Fire Alarm & Detection Systems	Manual fire alarm system pull stations, horns, strobe interlocked with fire protection system for flow tamper	Manual fire alarm system pull stations, horns, strobe interlocked with fire protection system for flow tamper
23	Emergency Alarm System		
24	Fire Department Connections	FDC location in accordance with NFPA Standard & 912. One FDC per 300' of exterior wall or fraction thereof, facing each street.	Facility to meet requirements for FDC locations. One proposed at Borden Avenue & one at Review Street
25	Exits	Existing building with 4 egress doors. Propose to add 3 additional egress doors.	1st floor egress include 1- 6' wide and 5-3' wide egress doors. Upper floor egress includes 4-3' wide doors at stair towers. Roof egress includes 2-3' wide doors at stairs. Refer to plan for detail
26	Occupant Load	Occupant Loads: U area: 300 gsf/occupant S-1 area: 500gsf/occupant B/F-1 area: 100sf/occupant	806 occupant load by floor: 1st: 144 2nd: 165 3rd: 149 4th: 149 5th: 448 Roof: 30 (for greenhouse) Total occupant load of 1,085
27	Egress Width	With Sprinkler System Stairways: .2" per occupant. Other components: .15" per occupant	1st floor: 176"/.2" + 108"/.15" = 880 + 720 or 1600 capacity 5th, 4th, 3rd & 2nd floors: 176"/.2" = 880 capacity per floor (based on stair limits) Roof: 88"/.2" 440 capacity (based on stair limits)
28	Accessible Means of Egress	Accessible means of Egress include: Accessible routes on site & within building (1104)	Accessible site and interior route provided at each floor. Refer to plans for accessible means of egress routes

		Stairways (1007.3 & 1020) Elevators (1007.4)	
29	Doors, Gates, and Turnstiles	Access Controlled Doors per 1008.1.3.4. Stairway doors 1008.1.8.7 Panic & Fire exit hardware per 1008.1.9	Refer to plans for door locations. All 1st floor entry doors will either be access-controlled doors or exit only doors. Final conditions to be determined
30	Interior Stairs		14' flr. to flr. at 1st & 2nd. 17' flr. to flr. above 44" width; 7" max riser/12" tread; 36" handrail and concrete construction
31	Ramps		
32	Common Path of Travel		Refer to floor plans. No conditions proposed in excess of 100'
33	Exit Doorway Arrangement	2 exits required for U,B, F uses over 49 occupants & for S use over 29. Required separation at 1/3 the diagonal room distance, Exception 2 2 exits required from Mechanical (Boiler) Rm.	
34	Corridor Fire Rating	0 hr. fire rating required in corridors of sprinklered buildings are not required	

35	Corridor Width		Corridors range from 60" to 120" wide. Refer to floor plans for dimensions
36	Dead End Corridor		Dead end corridors to comply with 50' maximum. Refer to floor plans
37	Number of Exits and Continuity	Floor occupancy: 1-500 occupant -2 exits required Total Building occupancy: 501-1,000 occupant load - 3 exists are required	Maximum Floor Occupancy (based on 2nd floor load) 165 occupant load requires 2 exits minimum per floor & 4 exits provided. Total building occupancy load of 1085 - 4 exits minimum are required & 7 are provided at grade
38	Vertical Exit Enclosures	2 hour rated exit enclosure, with 1 1/2 hour rated doors & equip/duct penetrations	2 hour rated exit enclosure, with 1 1/2 hour rated doors & equip/duct penetrations
39	Exit Passageways	2 hour rated enclosure with 1 1/2 hour rated doors & equipment duct penetrations	2 hour rated enclosure with 1 1/2 hour rated doors & equipment duct penetrations
40	Horizontal Exits		
41	Exterior Exit Ramps & Stairways		
42	Exit Discharge		Exits (stairs & exit passageways discharge directly to building exterior

43	Accessibility	Provide an accessible site route (1104) and accessible facility rout on each floor (1104.4) connecting public entry, restrooms and accessible areas per floor.	Provide an accessible site route (1104) and accessible facility rout on each floor (1104.4) connecting public entry, restrooms and accessible areas per floor.
44	Energy Conservation	Provide in accordance with 2010 NYS ECCC & IECC requirements	Roof insulation: R 25 ci above deck Mass walls above grade: R-9.5 ci Opaque doors (swing) U .61 Opaque doors (roll-up) R-4.75 Fixed fenestration: U.38 Operable fenestration: U.45 Entry doors: U.77 Skylights: U.50 Glazing SHGC .40
45	Emergency & Standby Power	Required for exit signs, means of egress lighting and means of egress elevator	Provided for required functions with emergency generator in 1st flr. electrical room. Diesel, 2.5MW, 480/277V, 3 phase, optional standby
46	Smoke Control Systems		
47	Plumbing Fixture Count		
48	Available Street Water Pressure		Actual value be verified with hydrant flow test. Fire pump to be installed if street pressure is insufficient.
49	Fire Apparatus Access Road	Fire apparatus road access is assumed from Borden Road and Review Street	At time of review, code enforcement officer to determine if an internal on-lot fire road access is required from east to west lot street access

NEW YORK
STATE
SENATE

SENATOR MICHAEL N. GIANARIS
12TH DISTRICT
DEPUTY DEMOCRATIC CONFERENCE LEADER

June 2, 2015

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

Dear Commissioner Zucker,

I write regarding Bloomfield Industries and its application to become one of five approved medicinal cannabis producers and distributors in New York State.

I had the opportunity to meet with the Bloomfield Industries team and I was pleased to hear of their plan to employ over 100 workers with an emphasis on local hiring which would have a positive impact on working families and the economy as a whole in western Queens.

Despite these difficult economic times, western Queens stands out as a shining example of how businesses can thrive by becoming part of the fabric of a closely knit community. Should Bloomfield Industries' application be deemed satisfactory and gain approval, I would be happy to welcome yet another responsible job creator to our community.

Thank you for your courtesy and attention to this matter. If you have any questions, please feel free to contact me.

Sincerely yours,

Michael Gianaris

MICHAEL N. GIANARIS
State Senator

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BLOOMFIELD INDUSTRIES
80-02 BORDEN AVE
LONG ISLAND CITY, NY

BLOOMFIELD TECHNOLOGY CENTER

ROCK BROOK PROJECT #: 15085
CBH PROJECT #: 16081.00

SECOND FLOOR PLAN

A-202.00

THE Rock Brook Consulting Group, PA

21 S. KINGS HWY. SUITE 1, MARLTON TOWNSHIP, NJ 08057
PHILADELPHIA • PITTSBURGH • DAYTON
ENGINEERING • PLANNING • PROJECT MANAGEMENT

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BLOOMFIELD INDUSTRIES
50-02 BORDEN AVE
LONG ISLAND CITY, NY

BLOOMFIELD TECHNOLOGY CENTER

ROCK BROOK PROJECT #: 15025
CEH PROJECT #: 1508100

FOURTH FLOOR PLAN

A-204.00

Carl E. Holden Architect

The Rock Brook Consulting Group, PA

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Drawing name: M:\CAD\2015\

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LONG ISLAND CITY, NY

BLOOMFIELD TECHNOLOGY CENTER

ROCK BROOK PROJECT #: 15025
CEH PROJECT #: 15031.00

FIFTH FLOOR PLAN

Scale: AS NOTED
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A-205.00

6 OF 7

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Carl E. Holden
Architect

ARCHITECTURE - PLANNING - INTERIORS

THE Rock Brook Consulting Group, PA

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INTERIOR LAB VIEW

THE Rock Brook Consulting Group, PA

ARCHITECTURE - PLANNING - INTERIORS

Carl E. Holden Architect

AERIAL SITE VIEW 1

AERIAL SITE VIEW 2

THE Rock Brook Consulting Group, PA

ARCHITECTURE - PLANNING - INTERIORS

Carl E. Holden Architect

BLOOMFIELD INDUSTRIES
LONG ISLAND CITY, NEW YORK

CONCEPT DESIGN NARRATIVE

PROJECT NO. 15025

REVISION 2

JUNE 1, 2015

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Fire Protection Cutsheets
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Security Cutsheets

SECTION 1 – HVAC

Scope of Work

Bloomfield Industries is intending to renovate an existing building in New York City to be used as a new medical marijuana growing and processing facility. The project will include a renovation of an existing 100,000 square foot building with a planned third, fourth, and fifth floor addition for a total of 200,000 square feet, located in Long Island City. A greenhouse addition will also be constructed on the roof of the building.

This Basis of Design (BOD) is intended to outline the required modifications to the building's mechanical systems to accommodate the renovation. The BOD includes a brief narrative for each of the following topics:

- Standards, Codes, and Regulations
- Engineering Criteria and Strategy
- Mechanical Systems.
- Building Management System
- Balancing and Pressure Testing
- Appendices
    - Equipment Cut sheets
        - CT: Cooling Tower
        - CH: Chiller
        - B: Boiler
        - HX: Heat Exchanger
        - AC: Air Conditioning Unit
        - MAU: Make-Up Air Unit
        - RTU: Roof-top Units
        - VAV: Variable Volume Air Unit
        - FTU: Fan Terminal Unit
        - CD: Supply Air Device
        - RG: Return Air Device

Standards, Codes, and Regulations

All mechanical systems shall be designed to meet the following standards, codes, and/or regulations:

- 2014 NYC Mechanical Code.
- ASHRAE Standard 15-2013 Safety Standard for Refrigeration Systems.
- ASHRAE Standard 34-2013 Designation and Safety Classification of Refrigerants.
- ASHRAE Standard 62-2013 Ventilation for Acceptable Indoor Air Quality.
- 2014 NYC Energy Code.
- SMACNA HVAC Air Duct Leakage Test Manual, 2nd Edition, 2012.
- SMACNA HVAC Duct Construction Standards, Metal and Flexible, 2nd Edition, 2005.

Engineering Criteria and Strategy

<u>Environmental Design Conditions</u>

Summer Design Outside Air: 92°F db/74 ^{o}F wb (ASHRAE 1%).
Winter Design Outside Air: 13°F db (ASHRAE 99.6%).

Summer Office Design Temperature/RH: 75°F (+/-2°F), 60% RH Max.
Winter Office Design Temperature/RH: 70°F (+/-2°F), 30% RH Uncontrolled

Summer Grow Room Design Temperature/RH: 75°F (+/-2°F), 40-50% RH +/- 5%.
Winter Grow Room Design Temperature/RH: 75°F (+/-2°F), 40-50% RH +/- 5%.

Summer Process Room Design Temperature/RH: 72°F (+/-2°F), 20-60% RH +/- 5%.
Winter Process Room Design Temperature/RH: 70°F (+/-2°F), 20-35% RH +/- 5%.

Space Heating/Cooling Design Criteria

- Equipment heat gain: 2.5 Watts/sf in office areas, 3.0 Watts/sf in conference rooms, process and grow rooms to be calculated based on manufacturer's heat rejection data.
- Lights heat gain: 1.1 Watts/sf in office areas, 1.3 Watts/sf in conference rooms, process and grow rooms to be calculated based on manufacturer's heat rejection data.
- People heat gain sensible: 250 BTU/hr in office and conference areas, 275 BTU/hr in process and grow rooms.
- People heat gain latent: 275 BTU/hr in office and conference areas, 475 BTU/hr in process and grow rooms.

Pressurization Criteria

- Building positively pressurized relative to outdoors.
- Toilet Rooms, Janitor Closets and Elevator Machine Rooms, will be maintained under negative pressure relative to adjacent spaces.
- Process and grow rooms will be maintained under positive pressure relative to adjacent spaces to avoid cross contamination.

Filtration Criteria

- Air filtration at the air handling units will be provided with filters having a MERV of 13 as defined by ASHRAE Standard 52.2, 1999 (formerly 80-85% as defined by ASHRAE Standard 52.1).
- Filtration equipment will be staged with lower efficiency pre-filters upstream of higher efficiency filters.
- Exhaust from Process and Grow rooms will be filtered thru carbon filters to eliminate odors before being discharged into the atmosphere.

Ventilation Criteria

- The HVAC system will provide conditioned, ventilation air flow to control indoor air contaminants and odors. ASHRAE Standard 62.1-2013 will be used as a basis to determine the proper ventilation rates and system design.
- In general, the ventilation rate for office spaces consists of a combined 5 CFM per person plus a 0.06 CFM per square foot area rate.
- In general, the ventilation rate for a laboratory spaces consists of a combined 10 CFM per person plus a 0.18 CFM per square foot area rate.
- The ventilation rate in the grow rooms will be maintained at a 2 CFM per square foot area rate.
- CO2 levels in the grow rooms will be maintained from a central CO2 distribution system at 1000-1500 ppm for optimal plant grow.

Mechanical Systems

Central Cooling System

Two (2) Marley NC Series cooling towers will be installed to generate condenser water for the chillers. The tower fans will include premium efficiency motors and variable frequency drives; tower construction shall be non-corrosive and/or stainless steel. Sound attenuators at the inlet and outlet of the cooling towers will be provided for quieter operation.

Condenser water shall be distributed by two (2) Bell & Gossett 1510 1750 rpm water pumps, motors to be premium efficiency with variable frequency drives. A water treatment system for the cooling towers will be installed complete with chemical tanks and pumps.

Two (2) McQuay WMC water-cooled centrifugal chillers with magnetic bearing compressors, and variable speed drives shall be installed to generate chilled water at 44°F with 54°F EWT to serve the air handler cooling coils.

A Bell and Gossett GPX plate and frame heat exchanger will be installed to allow for free cooling when outdoor air conditions permit.

Chilled water shall be distributed through a primary chilled water piping loop by two (2) Bell & Gossett 1510 1750 rpm chilled water pumps with premium efficiency motors and variable frequency drives.

Chillers, heat exchangers, and pumps will be installed in new mechanical space on the first floor. Cooling towers will be installed on the roof in a louvered screen enclosure.

Central Heating System

A new gas-fired hot water boiler system will be installed to generate heating hot water for the air handling unit heating coils, reheat coils and perimeter baseboard radiation. Two (2) 1,500 MBH Lochnivar SYNC natural gas fired high efficiency condensing boilers will generate hot water for the system and be distributed through a primary hot water piping loop by two (2) Bell & Gossett 1510 1750 rpm hot water pumps with variable frequency drives. The BMS will monitor the units, provide sequencing of the boilers as well as provide hot water temperature reset based on the outside air temperature. The boilers and pumps will be installed in the new mechanical space.

New hot water baseboard radiation will be provided in the office and lobby area.

New hot water air curtains will be installed over the loading dock doors.

Water treatment systems for the hot water system will include a bypass feeder and valving.

Air Handling Units

The process and grow room spaces will be individually served by water cooled ceiling mounted air conditioning units. The unit will be located outside of the room and the supply and return air will be ducted into the room. A sensor mounted in the units return air stream will maintain the space temperature and humidity levels.

<u>AC Unit:</u>

- Supply fan with a premium efficiency motor
- Pre-filter – MERV 8 pleated type
- Cooling Coil
- Hot Water Reheat Coil
- Electrode Canister Steam Humidifier
- Dehumidification Cycle

Basis of Design will be Stulz.

The process and grow room spaces will receive ventilation air from a dedicated 100% outside air packaged make-up air unit. The MAU will be installed on a new roof curb and will provide tempered air to the spaces.

Make-Up Air Unit:

- Intake Plenum with low leakage outdoor air dampers
- Pre-filter – MERV 8 pleated type
- Final Filter – MERV 13 cartridge type
- Cooling coil
- Supply fan with a premium efficiency motor
- Natural Gas Heater

Basis of Design will be McQuay Daikin Applied.

The office and conference room spaces will be served by a variable air volume, rooftop unit with terminal reheat. The RTU will be installed on a new roof curb and will provide 55°F air to the office space. A pressure independent variable volume box with an electric reheat coil will control the supply air volume to each zone. Direct Digital Controllers for each box will modulate the VAV damper to maintain zone pressurization, minimum ventilation rate, and zone temperature. A wall mounted temperature sensor will signal a controller to modulate terminal reheat coil output to maintain zone temperature.

Rooftop Unit:

- Intake Plenum with low leakage outdoor air dampers
- Enthalpy economizer
- Return fan with a premium efficiency motor and Variable Frequency Drive
- Pre-filter – MERV 8 pleated type
- Final Filter – MERV 13 cartridge type
- Cooling coil
- Supply fan with a premium efficiency motor and Variable Frequency Drive
- Natural Gas Heater

Basis of Design will be McQuay Daikin Applied.

Exhaust Systems

The toilet rooms will be provided with exhaust air as required by code. The exhaust will be based on a minimum of 50 CFM per toilet or urinal. The exhaust fan will be located on the roof.

The process and grow rooms will be provided with exhaust air in order to maintain pressurization. An in-line housing with carbon filters will be installed before the fan to eliminate any odors from the airstream. The exhaust fan will be located on the roof.

Basis of Design for the fans will be Greenheck.
Basis of Design for the filters will be Flanders.

Ductwork

New ductwork will be installed from the roof top air handling units to the VAV terminals and then distributed throughout the renovated floors to accommodate the layout.

- The ductwork will be built of minimum G-90 galvanized steel to SMACNA pressure class and reinforcement standards.
- All ductwork upstream of VAV terminals shall be medium pressure ductwork. The ductwork shall be 6" W.C. pressure class. All medium pressure ductwork will be insulated with 2" foil faced fiberglass ductwrap.
- All ductwork downstream of VAV terminals shall be low pressure ductwork. The ductwork shall be 2" W.C. pressure class, 5'-0" low pressure flex duct allowed upstream of diffusers with no more than 1-90o bend or 2-45o bends. All low pressure ductwork will be insulated with 2" foil faced fiberglass ductwrap.
- Fire dampers shall be provided where required by the International Mechanical Code.
- General volume dampers shall be provided to facilitate air balancing.
- Smoke dampers shall be provided in all air systems 15,000 CFM and over in accordance with the International Mechanical Code requirements.
- Smoke detectors shall be provided in all air systems 2,000 CFM and over in accordance with the International Mechanical Code.
- Access doors shall be provided in the ductwork, in the following locations:

    - At all automatic control dampers.
    - At fire dampers, smoke dampers and smoke detectors.
    - All access doors, VAV boxes, and other HVAC devices requiring routine access will be located above acoustical ceilings and hard ceilings will be avoided.

Single Duct Air Terminal Units

- Fan Terminal Units (FTU) with heating coils will be used for conference rooms and exterior zones. One (1) FTU will be provided for each of the following zones:

    - One corner office
    - Up to four private offices on a single exposure
    - One private office larger than 200 square feet
    - Up to 400 square feet of open office
    - One conference room

- VAV boxes will be provided for all other zones. One VAV box will be provided for each of the following zones:

    - Up to 1200 square feet of open office
    - Up to four private offices
    - One private office larger than 200 square feet

The terminals will be provided with primary air inlet damper, hot water reheat coil (where applicable), and multipoint velocity sensor.

Basis of Design will be Titus.

Air Devices

- Louvered face 2x2 supply air devices will be provided throughout.
- 2x2 return or exhaust air grilles will be provided throughout.

Basis of Design will be Titus.

HVAC Piping

Chilled, hot and condenser water piping less than 2 inches shall be Type L drawn-temper copper with soldered joints.

Chilled, hot and condenser water piping 2-1/2 inches and larger shall be schedule 40 steel pipe, with welded and flanged joints. Fittings shall be wrought steel.

Piping will be sized for a maximum pressure of 4 ft.hd /100 linear ft. or 8 fps in occupied areas.

Gauges, thermometers, gauge cocks, thermo-wells, shut-off valves, control valves, and other devices will be provided for each piece of equipment for operation, maintenance, and balancing purposes.

Pipe insulation will be in accordance with ASHRAE Standard 90.1. Piping exposed outdoors will be heat traced and provided with a flex clad jacketing system over the insulation.

Building Management System

A new central Building Management System (BMS) will be installed and will control the mechanical systems in the building. The BMS will be designed to monitor the operation of the various mechanical systems, including the rooftop units, VAV boxes, and exhaust fans.

Balance and Pressure Testing

All air handling systems and hydronic systems shall be tested, adjusted and balanced in accordance with the design criteria by a certified testing agency and certified technicians. The agency and technicians shall be certified and trained by either NEBB or AABC.

SECTION 2 - ELECTRICAL

Scope of Work

The intent is to construct a facility to grow, harvest, process, and ship medical cannabis product. The proposed building area is 200,000 square feet and consists of a multistory facility.

This statement of criteria is to outline the electrical requirements for the facility. The scope of work is outlined as follows, which includes branch circuit power, lighting, receptacles, fire alarm system, power to HVAC equipment, power distribution equipment, and power to equipment specific to facility functions.

Codes and Standards

The electrical engineering design, materials, equipment and workmanship will conform to the latest approved edition of all local and national codes, as well as all applicable laws and regulations or regulatory bodies having jurisdiction over this work. These include, but are not limited to, the most current adopted edition of the following standards and guidelines:

- NFPA 70: National Electrical Code (NEC)
- NFPA 72: National Fire Alarm Code
- NFPA 101: Life Safety Code
- NFPA 110: Standard for Emergency and Standby Power Systems
- Institute of Electrical and Electronics Engineers (IEEE)
- Illuminating Engineering Society (IES) Standards
- ANSI/ASHRAE/IESNA Standard 90.1 – Sections 9 and 10 (Power and Lighting)
- International Building Code (IBC)
- International Fire Code
- Underwriter's Laboratory (UL)

Electrical Service Entrance

A new service entrance switchgear line-up shall be provided to serve the building electrical distribution system. The line-up will be rated 4000A at 480/277V, 3-phase, 4-wire. The switchgear will contain a main 4000A utility draw-out circuit breaker with ground fault protection (GFP) as required by the NEC and a 4000A generator draw-out circuit breaker set-up in a breaker-pair arrangement.

The new switchgear shall provide a base building electrical capacity of approximately 14.0 Watts/Square Foot (W/SF) based upon the following:

- Total building square footage of 200,000 square feet
- 0.85 power factor
- 100% rating of the main circuit breaker available capacity

The calculated electrical power density is based on the total capacity of the switchgear.

In order to meet National Electrical Code requirements, panic hardware will be provided in the main service entrance electrical room doors in accordance with Article 110. Two sets of doors on opposite ends of the room will be required based on the capacity of the electrical service and the physical size of the electrical service entrance equipment.

The switchgear will be provided from one (1) of the following acceptable manufacturers:

- Square-D, Inc.
- Eaton / Cutler-Hammer

- General Electric (GE)
- Siemens

Electrical Distribution

480/277V electrical power will be distributed to panelboards in dedicated electrical rooms / closets via conduit and wire originating from the new switchgear. Each feeder will be rated 400A at 480/277V, 3-phase, 4-wire. The facility will be provided with an electrical capacity of 6 Watts/Square Foot (based upon a 0.9 power factor) for lighting, receptacle and other miscellaneous loads, excluding base building heating and air conditioning.

The 480/277V distribution panelboards will be used to provide power to 208/120V panelboards via step-down transformers. The 208/120V panelboards will provide power to receptacles, control panels, etc.

All lighting circuits will be rated for 277V operation and connected lighting loads will be limited to less than 80% of each lighting circuit's rated ampacity. Standard receptacle circuits will be rated 125V, 20A.

Two (2) 1200A, 480/277V panelboards will be provided to supply power to the new mechanical and plumbing equipment. This equipment includes VAV boxes, unit heaters, supplemental air conditioning equipment, water heaters, etc. Generally local disconnect switches are provided by the equipment manufacturer and sized in accordance with minimum code requirements.

Panelboards and transformers will be provided from one (1) of the following acceptable manufacturers:

- Square-D, Inc.
- General Electric (GE)
- Siemens

Standby Power System

A standby generator will be provided to back up the entire facility. The generator will be rated 2,500kW, 480/277V using diesel fuel as its power source. The generator will be housed outdoors in its own dedicated, weather-proof sound attenuated enclosure with sub-base (minimum) 24-hour double-walled fuel tank.

The generator will be provided from one (1) of the following acceptable manufacturers:

- Caterpillar
- Cummins Power Generation
- Detroit Diesel

Rather than using an automatic transfer switch (ATS), a pair of PLC controlled circuit breakers will be installed in the main incoming service switchgear. In this scenario, the PLC controls will default to close the utility circuit breaker and switch to the generator circuit breaker in the event of a power outage. In general, it should take 10 seconds or less for the generator to start and be ready to assume load. Under no circumstances will both the utility circuit breaker and the generator circuit breaker operate in parallel, i.e. both circuit breakers will not be closed simultaneously.

The draw-out circuit breaker pair will be compatible with main switchgear and preferably by the same manufacturer. The PLC equipment and programming needs to be compatible with the various systems / equipment involved.

In addition, a 200kVA, 480/277V uninterruptible power supply (UPS) system will be provided. Under most circumstances, the UPS supplies conditioned power to the critical loads. In an emergency situation the UPS provides power during that time when the utility fails and the generator starts and is ready to assume the load. Critical loads include server room equipment, control panels, and any small ancillary equipment that must remain on-line without any service interruption. Under no circumstances should lighting or HVAC equipment be connected to the UPS.

The UPS system will be provided by one (1) of the following acceptable manufacturers:

- Liebert
- MGE
- Powerware

Lighting and Lighting Controls

The majority of the facility will be used as grow areas. Based on recommendations from the horticulture consultant, a combination of high pressure sodium and ceramic metal halide lighting will be provided. Because this is an area used for growing plants, the lighting must operate 7 days each week with times of light mimicking daytime and times of darkness mimicking nighttime. To achieve this, automatic lighting controls will be provided via a digital, programmable lighting control system. The lighting control system will be scalable and will operate on low-voltage, relay-based control. The lighting control system will contain an internal digital time scheduling clock to allow facility personnel to automatically control lighting in selected areas or zones according to a 365 day time clock schedule. The lighting control system will be provided with an open communications system (MODBUS, BACnet, etc.) such that it can be monitored and controlled from a building automation system.

High pressure sodium lighting fixtures have a 16,000-20,000 hour lifespan, however to maximize plant growth it is recommended to replace the lamps at 40% of its useful life to maintain the same level of growth light on plants over time. Ceramic metal halide lighting fixtures generally have an average 12,000-20,000 hour lifespan. They are also known to experience a “color shift” near the end of their life. Both high pressure sodium and ceramic metal halide lighting fixtures utilize high energy consuming lamps: in general 400-1000W per lamp. They also produce a great deal of heat, which must be mitigated by the HVAC system. In an effort to reduce energy usage, the facility will include an experimental area to test if fluorescent or LED lighting fixtures can be utilized instead. Unlike metal halide lighting, fluorescent and LED lighting do not experience color shift at the end of their lives. Fluorescent lighting fixtures generally have an average of 20,000-24,000-hour lifespan while LED lighting is generally rated for 50,000+ hours.

A small portion of the facility will be used for a server room, office space, shipping and receiving, processing, testing, etc. These areas will utilize fluorescent or LED lighting. To maximize energy savings, the lighting for these areas will be controlled by automatic occupancy sensors, both wall and ceiling mounted.

Egress and exit lighting will be designed to provide sufficient illumination and direction to allow personnel to safely exit the building in the event of a power failure or emergency condition. During a loss of power, a minimum of one (1) foot-candle (on average) at the floor level will be provided along the path of egress to allow safe egress, as required by NFPA (National Fire Protection Association) 101 (the applicable life safety code).

LED exit signs and egress (emergency) lighting fixtures will be located along the path of egress in accordance with good engineering practice for life safety and all applicable codes. Additional exit signs and emergency lighting fixtures will be provided in locations where prudent design and personnel safety applies, such as in toilet rooms, electrical/mechanical rooms, and any other space where an occupant may not have a clear path of egress to an exit during a power outage or emergency condition.

LED exit signs will be edge-lit type with red lettering and directional arrows as required. Each exit sign and emergency lighting fixture will be supplied with an integral emergency battery pack that is rated to provide a minimum of 90 minutes of continuous operation in accordance with NFPA 101 life safety requirements.

Exterior and site lighting will consist of energy-efficient site lighting fixtures.

Lighting will be designed to adhere to the lighting density (W/SF) requirements of ASHRAE 90.1.

Lighting fixtures will be provided from one (1) of the following acceptable manufacturers or an approved equal:

- Columbia Lighting
- Cooper Lighting
- Day-Brite Lighting
- Lightolier
- Lithonia Lighting

Lighting controls will be provided from one (1) of the following acceptable manufacturers:

- Lutron
- Watt-Stopper

Grounding

All new electrical systems will be properly grounded in accordance with Article 250 of the NEC to protect personnel and equipment and to meet applicable code requirements. All feeder and branch circuits will include their own dedicated, insulated copper grounding conductor. Under no circumstances will metal conduit of any kind, type, or length be utilized as an equipment grounding conductor.

Equipment grounding conductors will have green-colored insulation for ease of identification. All panelboards will be provided with a copper safety ground bus. All equipment enclosures will be properly grounded to the building's grounding system. A copper ground bus with double-lug connections will be provided in each telephone room for grounding connections to data and telephone distribution equipment.

The grounding connections for the grounding system will be tested to confirm the resistance is no greater than five (5) ohms. Should any of the testing performed result in resistance measurements that exceed five ohms, an approach to upgrade the grounding system to acceptable IEEE and NEC standards will be developed and employed based on conditions and constructability. Grounding related upgrades will be designed only where conditions are observed to not comply with the minimum National Electrical Code (NEC) requirements.

Telecommunication Conduit Raceways

The inclusion of the communication cabling system design (cabling and terminations) will be determined during design. The quantity and type of incoming services intended to serve the facility will be determined during design. Appropriate quantities and types of pathways will be determined at that time.

Communication cabling pathways will be designed to comply with the requirements of EIA/TIA-569, Commercial Building Standard for Telecommunications Pathways and Spaces as well as all pertinent codes, rules, regulations and laws of the authorities having jurisdiction.

The design and layout of the telecommunications spaces will be based on published owner standards and requirements. In the absence of a published standard, nationally recognized standards will be adhered to where appropriate.

A uniform telecommunications grounding and bonding system shall be provided in accordance with EIA/TIA-607, Grounding and Bonding Requirements for Telecommunications in Commercial Buildings. This system will be designed in conjunction with the electrical power grounding system.

The telecommunications grounding backbone shall consist of solid copper bus bars and copper conductors interconnected with the building grounding system.

Telecommunications grounding bus bars shall be sized to meet the requirements of applicable codes and standards. At minimum, grounding bus bars shall be predrilled copper and listed by a Nationally Recognized Testing Laboratory (NRTL) having minimum dimensions of ¼" thick by 4" wide for the telecommunications main grounding bus bar (TMGB) and ¼" thick by 2" wide for the telecommunications ground bus (TGB). Lengths should be calculated to accommodate all necessary terminations and to allow for future growth.

Where bonding conductors do not exceed 100'-0", bonding conductors shall be minimum #6 AWG copper conductors, green in color or marked appropriately, and installed in continuous lengths. The size of bonding conductors exceeding 100'-0" shall be calculated for a size that meets NEC guidelines.

Fire Alarm System

The facility's new fire alarm system will be a fully addressable system that is comprised of various fire alarm signaling and notification devices such as manual pull stations, audible horns, visual strobes, combination horn/ strobes, smoke detectors, heat detectors, duct detectors, etc. A fire alarm and detection system will be designed for the facility that will comply with all pertinent codes, rules, regulations and laws of the authorities having jurisdiction. The main fire alarm control panel will be located in the main electrical room. A fire alarm annunciator panel will be located near the door of the main entrance.

The main fire alarm control panel and the fire alarm annunciator panel will be provided with an open communications system (MODBUS, BACnet, etc.) such that they can be monitored remotely from a building automation system (BAS). The system equipment will meet Factory Mutual (FM) requirements. The control and annunciator panels shall be equipped with control switches, indicators and readouts in accordance with all pertinent codes, rules, regulations and laws of the authorities having jurisdiction. Control and annunciation of all elements of the fire alarm system will be provided within the fire command center.

Fire alarm notification devices will be located in accordance with good engineering practice for life safety and applicable codes and will be ADA-compliant. Each device will be located to provide adequate level of visual and/or audible notification to personnel. General fire alarm signaling and notification device placement and type will be based upon the following criteria:

- A manual pull station will be located at the exit(s) on each floor as well as the entrance to each stair tower.
- Audible fire alarm horns will be located through the building to provide an audible alarm notification signal that is at a minimum 15dB above the ambient sound levels in all areas of the building.
- Visual fire alarm strobes will be located through the building in places such as corridors, lobbies, and common areas. Strobes will also be located in toilet rooms, meeting areas, and any other areas where their use us required to provide visual notification to personnel that a fire event has occurred.
- Combination horn/strobes will be located in areas where prudent design and personnel safety applies.
- Photo-electric smoke detectors will be provided in locations such as electrical/mechanical rooms, storage rooms containing flammable items such as paper or cleaning agents.
- Duct detectors for HVAC systems that supply over 2,000CFM will be connected to the fire alarm system.

The fire alarm system will include, but not be limited to, alarm initiating devices, alarm notification devices, control panel, auxiliary control devices, annunciators, and cabling to form a complete coordinated fire alarm system. The fire alarm system backbone cabling will be installed in conduit throughout. Remote station fire alarm reporting shall be by digital alarm communicator system using public switched telephone network or other accepted reporting means in accordance with NFPA 72.

In addition, the fire alarm system will monitor the fire protection systems included in the facility. If a fire protection system is activated, the fire alarm system will cause the annunciation devices to go into alarm. The fire alarm system will also monitor the fire protection systems for tampering and will signal a trouble alert if unauthorized changes to the system are detected.

Manual fire alarm pull stations shall be located within 5 feet of the doorway at each exit on each floor. Additional manual fire alarm pull stations shall be provided so that the travel distance to the nearest fire alarm pull station will not be in excess of 200'-0" measured horizontally on the same floor. Manual fire alarm pull stations shall be located throughout the protected area so that they are conspicuous, unobstructed, and accessible.

Fire alarm system will be provided from one (1) of the following acceptable manufacturers:

- Edwards UTC.; UTC Fire & Security
- Siemens Building Technologies, Inc.; Fire Safety Division
- SimplexGrinnell LP; a Tyco International Company

Materials and Installation

Conductors

All electrical and equipment grounding conductors will be copper and UL-listed with a minimum insulation temperature rating of 75° C. Conductor insulation will be 600V, type THHN/THWN. The minimum conductor size for power will be no smaller than #12 AWG (American Wire Gauge) and no smaller than #14 AWG for control / communication wiring. Each circuit will contain its own dedicated copper neutral conductor. Under no circumstances will neutral conductors be shared between circuits.

As required by ANSI/ASHRAE/IESNA Standard 90.1, the maximum allowable voltage drop at rated load is 2% for all feeders and 3% for all branch circuits. All conductors will be sized to meet these requirements.

Feeders and Branch Conduits

All wiring shall be concealed and installed in conduit with a minimum trade size of ¾" for power circuits and ½" for control circuits.

All feeders (indoors, dry locations) shall be installed in rigid metal raceway such as electrical metallic tubing (EMT) or galvanized rigid steel (GRS) conduit. Feeder raceways up to 4" in diameter and concealed within building construction will be electrical metallic tubing.

Feeder connections to machinery and vibrating equipment such as motors, transformers, etc. shall be flexible metal conduit (liquid tight flexible metal conduit in outdoor or wet locations) with a maximum length of 3'-0".

Steel set screw fittings will be permitted for all EMT conduit 2" and smaller. Compression type fittings will be provided for all EMT conduits larger than 2".

Metal clad (MC) cable may be used for branch circuits only (lighting and receptacles) when concealed in finished ceilings or walls unless otherwise noted on drawings, or prohibited by code.

For branch circuits that exceed 25'-0" in length, branch circuits leaving a panelboard shall be installed in conduit or a trough then transition into MC cable. MC cable shall be neatly bundled and supported from structural members, wall, or decking. MC cable lying on joists, in voids created by corrugated decking, on ceiling grid, ductwork, piping, fixtures, etc. is not permitted.

All conduit, MC cable, etc. installed above ceilings shall be run parallel and perpendicular to building lines.

Exposed wiring in mechanical rooms, electrical rooms, etc. shall be installed in conduit or a trough.

Low Voltage Transformers

Transformers shall be factory-assembled and tested dry-type, air-cooled, ventilated, prime coated and finished gray, with vibration isolation between mounting frame and core / coil assembly.

Transformers shall be K-rated with 200% neutral capacity to handle non-linear loads.

Coils shall be continuous windings without splices, except for taps. Transformer windings shall be aluminum. Transformers shall be 112.5kVA and under in order to minimize arc flash requirements.

Each transformer shall include the following:

- 480 Volt Primary, 3-phase, 3-wire
- 208/120 Volt Secondary, 3-phase, 4-wire
- Energy efficiency rating of NEMA TP1, Class 1
- Aluminum Windings
- Maximum impedance of 5.75%
- 115° C Temperature Rise above a 40° C Ambient
- Two (2) voltage taps pf 2-1/2% above and below on the high voltage (primary) side
- K-13 Rated (Where Required)

Panelboards

All panelboards and associated overcurrent protection devices will be rated for the normal load current and the maximum available short circuit current. Each panel will be housed in a steel cabinet with a hinged locking door. Panel enclosures located in dry locations will be rated for NEMA 1 use in general purpose areas and NEMA 12 use in mechanical areas. Panel enclosures located in wet locations or outdoors will be rated for NEMA 3R use. Each panel will comply with the following:

- All panels will be fully rated and contain bolt-on, molded-case circuit breakers with thermal-magnetic trip elements.
- All general power panelboards will contain copper bus bars, a 100% rated copper neutral bus, and a copper safety ground bus.
- All new panelboards will contain a minimum of 20% spare circuit breakers and a minimum of 10% empty circuit breaker space.
- Separate panels will be provided to serve mechanical, lighting, receptacle and sensitive electronic equipment. This load separation will minimize light flickering, isolate electronic noise to the lighting / mechanical panels, and improve power quality for receptacle circuits.

SECTION 3 – PLUMBING

Scope of Work

Bloomfield Industries is intending to renovate an existing building located in Staten Island NY. The building consists of five stories.

The plumbing scope of work includes new offices and bathroom facilities, harvest, process, drying and growth rooms, shipping, receiving and loading docks.

Standards, Codes and Regulations

All plumbing systems shall be designed to meet the following standards, codes and/or other regulations:

- New York City Building Code
- New York City Plumbing Code
- International Fuel Gas Code 2009
- ANSI/ICC 117.1 Accessible and Usable buildings

System Descriptions

Domestic Cold Water

- An existing domestic water service enters the building and will require upgrading to a 4" domestic water service.
- Piping will be sized not to exceed 8-feet per second with a maximum pressure loss of 3 psi per 100 feet.
- Unions shall be installed at final connection to each piece of equipment.
- All domestic water piping systems shall be cleaned, tested and sterilized per the applicable plumbing code.
- Install isolation valves on all branch piping unless otherwise noted. Provide shut off valves to all fixtures and equipment. Valves shall be installed in an easily accessible and operable position. Recommended location for valves is just above acoustical ceilings. Coordination with all trades will be required.
- Provide backflow preventers for water supply to systems or equipment other than domestic water services. Backflow preventer device types and installation location shall be in accordance with the plumbing code.
- Test all domestic water systems in accordance with approved standards.

Domestic Hot Water

- The domestic hot water will be generated by a new domestic hot water system with a recirculation system. The hot water system will store hot water at 140F and a thermostatic mixing valve shall reduce the temperature to 120F for distribution for all fixtures requiring hot water.
- The new hot water system will serve the plumbing fixtures throughout the building.
- Unions shall be installed at final connection to each piece of equipment.
- All domestic water piping systems shall be cleaned, tested and sterilized per the applicable plumbing code.
- Install isolation valves on all branch piping unless otherwise noted. Provide shut off valves to all fixtures and equipment. Valves shall be installed in an easily accessible and operable position. Recommended location for valves is just above acoustical ceilings. Coordination with all trades will be required.
- Test all domestic water systems in accordance with approved standards.

Sanitary Waste and Vent

- New sanitary waste and vent piping will be installed and/or extended to serve the new project areas.
- Slope all gravity waste piping in conformance with applicable codes and the authority having jurisdiction. All drainage piping shall be sloped at a minimum of 1/4" per foot for 2" and smaller piping and a minimum of 1/8" per foot for 3" and larger piping.
- Cleanouts will be provided in all changes of direction.
- Test all sanitary waste and vent systems in accordance with approved standards.

Storm Water

- The existing storm system shall remain and changes to that system are not part of this project scope.

Compressed Air

- A new compressed air system will be required to assist with product processing and pneumatic operations.
- The compressed air system will be extended to all equipment as part of the project scope.

Natural Gas System

- The natural gas system will be supplied to the new HVAC equipment, gas fired water heater and other equipment, as part of the project scope.
- New piping will be welded or seamless black steel ASTM A120, Schedule 40. Lock up type regulators are required upstream of each connection to ensure proper pressure. Piping will be welded where installed in a plenum type ceiling and all valves will be in accessible locations. Valves will be located within the area of the equipment they serve and not above ceilings.

Plumbing Fixtures and Equipment

Plumbing fixtures will be specified lead-free and to maximize water efficiency. Refer to attached cut sheets for fixtures and equipment specifications.

Materials of Construction

- Domestic water piping shall be hard drawn, Type "L" (ASTM B88) copper tubing with ProPress fittings.
- Gravity sanitary waste piping, 1½" and smaller, shall be hard drawn type "DWV" (ASTM B306) copper tube with "DWV" fittings (ANSI B16.29) and lead-free soldered joints.
- Gravity sanitary waste piping, 2" and larger, shall be service weight cast iron hubless soil pipe with heavy duty shielded stainless steel coupling fittings and hubless coupling joints.
- Indirect waste piping shall be copper tubing with wrought copper fittings. PVC plastic piping shall not be used for indirect waste piping from fixtures where the water temperature shall exceed 120F.
- Cleanouts shall be cast iron body and tapered-thread bronze plug.
- Natural Gas Piping: Welded or threaded Black Steel, Schedule 40.
- Isolation and/or shutoff valves shall be lead-free two piece bronze body, full port ball valves with bronze ball and stem, coated steel handle and reinforced PFTE seats and seals, by Nibco or equal. Provide stem extensions for piping systems with insulation.
- Backflow preventers shall be lead-free, reduced pressure zone assembly with shut-off valves on inlet and outlet and strainer on inlet.
- Check valves shall be lead-free, bronze body, PTFE disc seat, Y-pattern by Nibco or equal.

- Insulate all domestic cold and hot water circulating systems piping with 1" thick fiberglass pipe insulation. The insulation shall have a maximum thermal conductivity "K" of .28 at 75 deg. F mean

temperature. Seal all edges, seams, and joints with 520 adhesive. Insulation shall be installed in strict accordance with the manufacturer's specifications. Do not interrupt insulation at hangers or supports or valves.

- Compressed air shall be Type "L" (ASTM B88) copper tubing with wrought copper brazed fittings.
- Floor drains will be cast iron body with nickel bronze strainer.

Equipment with Long Lead Time

Plumbing equipment with lead times longer than 3 weeks after order is listed below:

- None

SECTION 4 – FIRE PROTECTION

Scope of Work

The existing building is fully sprinklered. The work scope includes demolition of existing branch piping and sprinkler heads, and installation of new piping and heads to accommodate the new reflected ceiling plan and any change in occupancy hazard.

All work is to be in compliance with currently adopted codes and standards as listed below.

Standards, Codes and Regulations

The fire protection system shall be designed to meet the following standards, codes, and/or regulations:

- New York City Building Code including Chapter 9 and Appendix Q
- NFPA 10, Portable Fire Extinguishers
- NFPA 13, Installation of Sprinkler Systems

All fire protections system equipment, sprinkles, devices and materials will be Underwriter's Laboratory (UL) listed and Factory Mutual (FM) Global approved.

Where standards differ, the most stringent requirements will be applied.

Engineering Criteria and Strategy

- The building is to be protected by an automatic wet-pipe sprinkler system. This system is a water filled system under normal conditions. Only the sprinkler heads affected by the heat of a fire will be activated.
- All fire protection piping will be hydrostatically tested at not less than 200 psig for two (2) hours.
- The sprinkler system will be hydraulically calculated by the sprinkler contractor using flow test data from a hydrant test performed within 1 year of construction. Design will permit a 20 psig residual minimum in the site fire water main and 10 percent minimum safety factor.
- The water demand requirements for the sprinkler system shall be based on the occupancy hazard and design parameters listed in NFPA 13.
- Office space is to be protected in accordance with light hazard occupancy with sprinkler design demand of 0.1 gpm/ft² over the most remote 1500 ft² and hose stream of 100 gpm. Minimum K-factor for light hazard area sprinklers is 5.6. Spacing shall not exceed one sprinkler per 225 ft².
- Utility and equipment rooms are to be protected in accordance with ordinary hazard group 1 occupancy with sprinkler design demand of 0.15 gpm/ft² over the most remote 1500 ft² and hose stream of 250 gpm. Minimum K-factor for ordinary hazard occupancy area sprinklers is 5.6. Spacing shall not exceed one sprinkler per 130 ft².
- Grow rooms and associated agricultural rooms shall be protected in accordance with ordinary hazard group 2 occupancy with sprinkler design demand of 0.20 gpm/ft² over the most remote 1500 ft² and hose stream of 250 gpm. Minimum K-factor for ordinary hazard occupancy area sprinklers is 5.6. Spacing shall not exceed one sprinkler per 130 ft².
- The fire protection contractor will be required to complete Contractor's Material and Test Certificates for all aboveground fire protection piping and submit these documents to the Owner and the local authorities.
- All shut-downs of the existing sprinkler system must be coordinated with the Owner and local Fire Official. A fire watch shall be provided during periods when the sprinkler system is inactive.
- Spacing and location of fire extinguishers are to be in accordance with NFPA 10, Portable Fire Extinguishers. All areas will be provided with multipurpose Type ABC dry chemical extinguishers.

System Descriptions

Existing System

- The existing building is fully sprinklered with an automatic wet pipe sprinkler system.
- The fire protection scope of work includes demolition of existing sprinkler heads and branch piping, and installation of new sprinkler heads and branch piping to accommodate the new architectural reflected ceiling plans and features of the new spaces.
- It shall be assumed that the existing building fire service is adequately sized for the proposed renovation. This will be confirmed with hydraulic calculations of the revised sprinkler system.
- Existing sprinkler mains, standpipes and hose connections will remain.
- Contractor is to verify that any existing, and to remain, valves or equipment above the ceiling are located right above the dropped ceiling for easy and safe access. Valves that are high above the dropped ceiling shall be relocated.

New System

- The new system will include all areas to be renovated as part of this project.
- New sprinkler heads are to be installed center of tile unless noted otherwise on the plans.
- Valves or equipment required to be installed above the ceiling shall be located directly above the dropped ceiling for easy and safe access.
- The sprinkler contractor is responsible to perform a hydrant flow test.
- Hydraulic calculations and shop drawings are to be provided to show adequate water flow and pressure for the revised sprinkler layout.
- All drawings and calculations are to be signed and sealed by a licensed NJ Professional Engineer.
- Contractor is to verify whether or not the existing sprinkler system is seismically restrained and follow suit for the new sprinkler installation.
- Areas that cannot be reliably maintained above 40 °F will be protected with a dry sprinkler system, or dry pendent sprinkler heads.

Materials of Construction

- All fire protection system equipment, sprinklers, devices and materials will be Underwriter's Laboratory (UL) listed and Factory Mutual Global (FM) approved.
- Intermediate temperature rated sprinklers are to be used in locations specified in NFPA 13.
- Sprinkler piping less than or equal to 2-inch diameter shall be schedule 40 black steel with threaded, grooved or welded fittings.
- Sprinkler piping 2-1/2-inches or larger in diameter shall be schedule 40 black steel with threaded, grooved or welded fittings, or schedule 10 with roll-grooved fittings.
- Sprinkler heads in areas with ceilings shall be concealed type with white cover plates. Sprinkler heads in areas without ceilings shall be rough bronze upright. Plain end or threaded thin wall pipe shall not be used.

SECTION 5 – IT

Scope of Work

The intent is to construct a facility to grow, harvest, process, and ship medical cannabis product. The proposed building area is 200,000 square feet and consists of a multistory facility.

This statement of criteria is to outline the information technology requirements for the facility. The scope of work is outlined as follows, which includes fiber backbone cabling, copper horizontal cabling, telecommunication racks, cable supports, termination equipment and outlet devices.

- Each floor will house a Telecommunications Room (TR) that will serve the proposed design, this is based on a uniform structured cabling distribution in a star topology and cable distant limitation of 300 feet. Additional IT space may be required based on cable distant limitation being exceeded.
- 12 pair of 50/125µm 10-gigabit multi-mode fiber optic cable and 12 pair of 8.3/125µm single-mode optical fiber will link the telecommunication rooms (TR) to main telecommunications room (MTR); this will include all required termination equipment, cables, and connectors.
- New fiber enclosures installed in one (1) rack in each TR and MTR to terminate fiber cables from TRs to MTR.
- Rack layouts will be based on open bay style racks with vertical wire managers between racks and overhead cable tray system providing a path from the TR/MTR cabling entrance to each rack.
- New J-hook cable hangers to support new cabling from TRs/MTR to work station outlet.
- (2) Two category-6 cable drops per workstation outlet location.
- New category-6, 48 port patch panels for termination of new cabling in the racks in the TRs/MTR.
- New category-6 factory made patch cables at the workstation outlet and patch panel location, one (1) patch cable for each port terminated.
- All cables, copper and fiber to be terminated tested and labeled.
- As-Built documentation to be provided by the contractor with other close-out documentation.

Standards, Codes and Regulations

- ANSI/EIA-310-D, Cabinets, Racks, Panels, and Associated Equipment, 1992.
- ANSI/TIA/EIA-942, Telecommunications Infrastructure for Data Centers
- ANSI.TIA/EIA-569-B, Commercial Building Standards for Telecommunications Pathways and spaces, 2003.
- ANSI/TIA/EIA-568-B.1, Commercial Building Telecommunications Cabling Standard (and all published addenda), Part 1: General Requirements, 2001.
- National Fire Protection Association, Inc., NFPA 70: National Electric Code (NEC), 2002.
- NEC Article 250: Grounding and Bonding
- NEC Article 800: Communications Circuits
- ANSI J-STD-607A, Commercial Building Grounding and Bonding Requirements for Telecommunications, 2002.
- ISO/IEC 11801, Ed. 2:2002, Information Technology – Generic Cabling for Customer Premises, 2002.
- ANSI/TIA/EIA-606-A, Administration Standard for Commercial Telecommunications Infrastructure, 2002.
- Underwriter's Laboratory, Inc., UL1863: Standard for Safety – Communications Circuit Accessories, 4th Ed, 2004.
- Telecommunications Distribution Methods Manual, 10th Ed., Building Industry Consulting Services International (BICSI), 2003.
- Information Transport Systems Installation Manual, 4th Ed., Building Industry Consulting Services International (BICSI), 2004.

SECTION 6 – SECURITY

Scope of Work

This statement of criteria is to outline the Security system requirements for the facility. The scope of work is outlined as follows, which includes video surveillance, intrusions detection alarming, and access control.

- Dual authentication readers (Card/PIN) at all entry doors and restricted areas.
- Door contacts at all exterior and restricted area doors to monitor door position, open/closed
- Glass breaks on all windows.
- Motion sensors in secured areas to detect after-hours activity.
- Locking and exiting devices on doors.
- Access door controllers and power supplies.
- Cameras on the outside of building covering entryways to the building will be aimed and focused to clearly identify any person entering and exiting the building. Additional exterior cameras will cover the loading dock and perimeter of the building.
- Cameras on the inside of the building will be aimed and focused to clearly identify any person entering and existing the building. Other interior cameras will be positioned to provide coverage of safes, vaults, dispensing areas, sales areas, corridors, elevators, security room, telecom rooms, and loading dock, as well as any area where the product is being produced, harvested, manufactured, stored, dried, tested, packaged, handled, or dispensed.
- Surveillance video will be recorded 24 hours a day, 7 days a week and stored unaltered at the Network Video Recorder (NVR) for a minimum of 90 days. All data will be available for immediate viewing by authorize personnel. The system will be equipped with data encryption or watermarking so that surveillance personnel will be capable of demonstrating in a court of law that the video was not altered or manipulated in any way.
- The surveillance system will provide supervised failure notification that will provide an audible, text or visual notification of any failure in the surveillance system.
- Additional standard features will be the ability to produce clear color photo that is a minimum of 96dpi from any camera image, live or archived. Date and time stamp embedded on all recordings. Exporting of still images in an industry standard image format (Including .jpeg, .bmp and .gif), Exported video shall also have the ability to be saved in an industry standard file format that be played on a standard computer operating system.
- A control room will house monitors and provide the authorized users the ability to view all cameras at any time and retrieve and view archived data.
- The alarm system will provide a duress or silent alarm signal generated by inputting a designated code at the arming station signaling the alarm user is under duress.
- Panic alarms will be installed throughout the facility. Manual activation of these alarms will generate an audible alarm in the security system. Device activation is intended to signal a life threatening or emergency situation requiring a law enforcement response.
- Hold up alarms will be installed in designated areas of the facility. These alarms require manual activation which will generate a silent alarm signaling a robbery is in progress.
- An automatic voice dialer will be installed and programmed in the security system to send a prerecorded voice message, when activated over a communication medium, to a law enforcement, public safety or emergency services agency, requesting dispatch.
- As-Built documentation to be provided by the contractor with other close out documentation.

Standards, Codes and Regulations

- UL 265 Police Connect Burglar
- NFPA 70 National Electric Code (NEC)
- UL 609 Local Burglar
- NFPA 72 Local Protective Signaling
- UL 294 - Access Control Systems.

- UL 1023 Household Burglar Alarm System Units
- NFPA 72 Remote Station Protective Signaling
- UL 864 Control Units for Fire Protective
- UL 1076 Proprietary Burglar
- NFPA 72 Proprietary Protective Signaling
- UL 1610 Central Station Burglar Alarm Units
- UL 1635 Digital Burglar Alarm Communicator System Units
- ANSI A117.1 (2009) - Accessible and Usable Buildings and Facilities.
- NY IBC 2009 or 2010 – New Jersey or New York International Building Code.
- NFPA 70 (2011) - National Electrical Code.
- NFPA 101 (2012) - Life Safety Code.
- DCID 6/9
- UL 294 Access Control System Units
- The camera shall carry the following EMC approvals:
- EN55022, EN55024
- FCC Part 15 - Subpart B
- VCCI
- C-tick AS/NZS CISPR22
- ICES-003

Pursuant to the authority vested in the Commissioner of Health by Section 3369-a of the Public Health Law (PHL), a new Chapter XIII, Part 1004 is hereby added to Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York, and in accordance with section 502 of the PHL, Subpart 55-2 of Title 10 is amended, to be effective upon publication of a Notice of Adoption in the New York State Register.

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

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DATE:	REF. DRAWING:
06/08/15	-
PROJECT #:	SKETCH #:
15025	M-201

MECHANICAL
FIRST FLOOR PLAN
NEW WORK

Kock Brook
Consulting Group, PA

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

Kock Brook Consulting Group, P.A.

MECHANICAL
2ND – 4TH FL. PLANS
NEW WORK

DATE: 06/03/15
PROJECT #: 15025
REF. DRAWING: -
SKETCH #: M-202

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DATE:	REF. DRAWING:
06/03/15	-
PROJECT #:	SKETCH #:
15025	M-203

MECHANICAL
FIFTH FLOOR PLAN
TYPE

Kock Brook
Consulting Group, PA

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DATE:	DEP. DRAWING:
06/03/15	–
PROJECT #:	SHEET #:
15025	M-501

MECHANICAL
CONDENSER WATER
FLOW DIAGRAM

Kock Brook
Consulting Group PA

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

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DATE:	REF. DRAWING:
06/03/15	-
PROJECT #:	SHEET #:
15025	M-502

MECHANICAL
CHILLED WATER
FLOW DIAGRAM

Kock Brook
Consulting Group PA

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DATE:	REF. DRAWING:
06/03/15	-
PROJECT #:	SHEET #:
15025	M-503

MECHANICAL
HOT WATER
FLOW DIAGRAM

Kock Brook
Consulting Group PA

[redacted]

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06/02/15	–
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15025	P-201

PLUMBING
FIRST FLOOR PLAN
NEW WORK

Kock Brook Consulting Group PA

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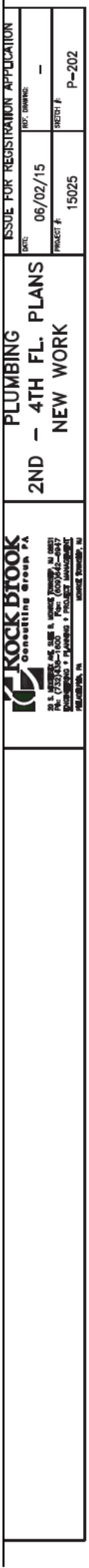

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ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15

REF. DRAWING: –

PROJECT #: 15025

SKETCH #: P–203

PLUMBING
FIFTH FLOOR PLAN
NEW WORK

Rock Brook
Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE: 06/03/15 | DEP. DRAWING: -

PROJECT #: 15025 | SHEET #: FP-202

FIRE PROTECTION
2ND - 4TH FL PLANS
TYPICAL SCHEMATIC

Kock Brook Consulting Group PA

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ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15 | DEP. DRAWING: –

PROJECT #: 15025 | SHEET #: E-201

ELECTRICAL
FIRST FLOOR PLAN
LIGHTING

Kock Brook Consulting Group PA

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ISSUE FOR REGISTRATION APPLICATION

DATE:	REF. DRAWING:
06/02/15	-
PROJECT #:	SKETCH #:
15025	E-202

ELECTRICAL
SECOND FLOOR PLAN
LIGHTING

Kock Brook
Consulting Group, PA

P.E. CONSULTING ENGINEERS • PROJECT MANAGEMENT
PHILADELPHIA, PA

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ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15

REF. DRAWING: –

PROJECT #: 15025

SKETCH #: E-203

ELECTRICAL
THIRD FLOOR PLAN
LIGHTING

Rock Brook Consulting Group PA
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ELECTRICAL
FOURTH FLOOR PLAN
LIGHTING

ISSUE FOR REGISTRATION APPLICATION

DATE:	REF. DRAWING:
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PROJECT #: 15025	SKETCH #: E-204

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ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-205

ELECTRICAL
FIFTH FLOOR PLAN
LIGHTING

Kock Brook Consulting Group PA

21 S. PATRICK AVE, SUITE 9, MONROE TOWNSHIP, NJ 08831
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MONROE TOWNSHIP, NJ

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ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-301

ELECTRICAL
FIRST FLOOR PLAN
POWER

Kock Brook
Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-302

ELECTRICAL
SECOND FLOOR PLAN
POWER

Kock Brook
Consulting Group PA

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ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15

REF. DRAWING: –

PROJECT #: 15025

SKETCH #: E-303

ELECTRICAL
THIRD FLOOR PLAN
POWER

Rock Brook
Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	REF. DRAWING:
06/02/15	-
PROJECT #:	SKETCH #:
15025	E-304

ELECTRICAL
FOURTH FLOOR PLAN
POWER

Kock Brook
Consulting Group, PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-305

ELECTRICAL
FIFTH FLOOR PLAN
POWER

Kock Brook Consulting Group PA

25 S. [illegible], Ste. 8, Mount [illegible], NJ 08057
Phone [illegible] Fax [illegible]
ENGINEERING + PLANNING + PROJECT MANAGEMENT
Philadelphia, PA Mount Laurel, NJ

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/015	–
PROJECT #:	SHEET #:
15025	E–401

ELECTRICAL
FIRST FLOOR PLAN
MECHANICAL POWER

Kock Brook
Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-402

ELECTRICAL
SECOND FLOOR PLAN
MECHANICAL POWER

Kock Brook Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	REF. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-403

ELECTRICAL
THIRD FLOOR PLAN
MECHANICAL POWER

Kock Brook
Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15

DEP. DRAWING: –

PROJECT #: 15025

SHEET #: E-404

ELECTRICAL
FOURTH FLOOR PLAN
MECHANICAL POWER

Kock Brook Consulting Group PA

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ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15 | DEP. DRAWING: –

PROJECT #: 15025 | SHEET #: E-405

ELECTRICAL
FIFTH FLOOR PLAN
MECHANICAL POWER

Kock Brook Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

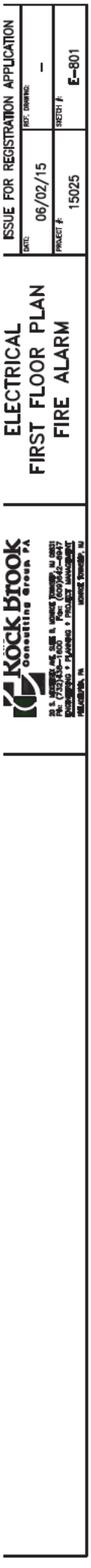
DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-501

ELECTRICAL
CONCEPTUAL SINGLE
LINE DIAGRAM

Kock Brook
Consulting Group PA

21 S. [illegible], Ste. 8, Mount [illegible], NJ 08057
Phone: [illegible] Fax: [illegible]
ENGINEERING + PLANNING + PROJECT MANAGEMENT
Mount Laurel, NJ

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



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ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15

DEP. DRAWING: –

PROJECT #: 15025

SHEET #: E-802

ELECTRICAL
SECOND FLOOR PLAN
FIRE ALARM

Kock Brook Consulting Group P.A.

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

ISSUE FOR REGISTRATION APPLICATION

DATE:	DEP. DRAWING:
06/02/15	–
PROJECT #:	SHEET #:
15025	E-803

ELECTRICAL
THIRD FLOOR PLAN
FIRE ALARM

Kock Brook
Consulting Group PA

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

ISSUE FOR REGISTRATION APPLICATION

DATE: 06/02/15

DEP. DRAWING: –

PROJECT #: 15025

SHEET #: E-804

ELECTRICAL
FOURTH FLOOR PLAN
FIRE ALARM

Kock Brook Consulting Group PA

21 S. PRINCE ST., SUITE 9, LANCASTER, PA 17603
PH: (717)435-8366 FAX: (717)435-8367
ENGINEERING + PLANNING + PROJECT MANAGEMENT
LANCASTER, PA MOUNT LAUREL, NJ

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

Rock Brook
Consulting Group, PA
20 S. MIDDLESEX AVE, SUITE B, MONROE TOWNSHIP, NJ 08831
Ph: (732)438-1600 Fax: (609)642-6947
ENGINEERING • PLANNING • PROJECT MANAGEMENT
PHILADELPHIA, PA MONROE TOWNSHIP, NJ

ELECTRICAL
FIFTH FLOOR PLAN
FIRE ALARM

ISSUE FOR REGISTRATION APPLICATION	
DATE: 06/02/15	REF. DRAWING: –
PROJECT #: 15025	SKETCH #: E-805

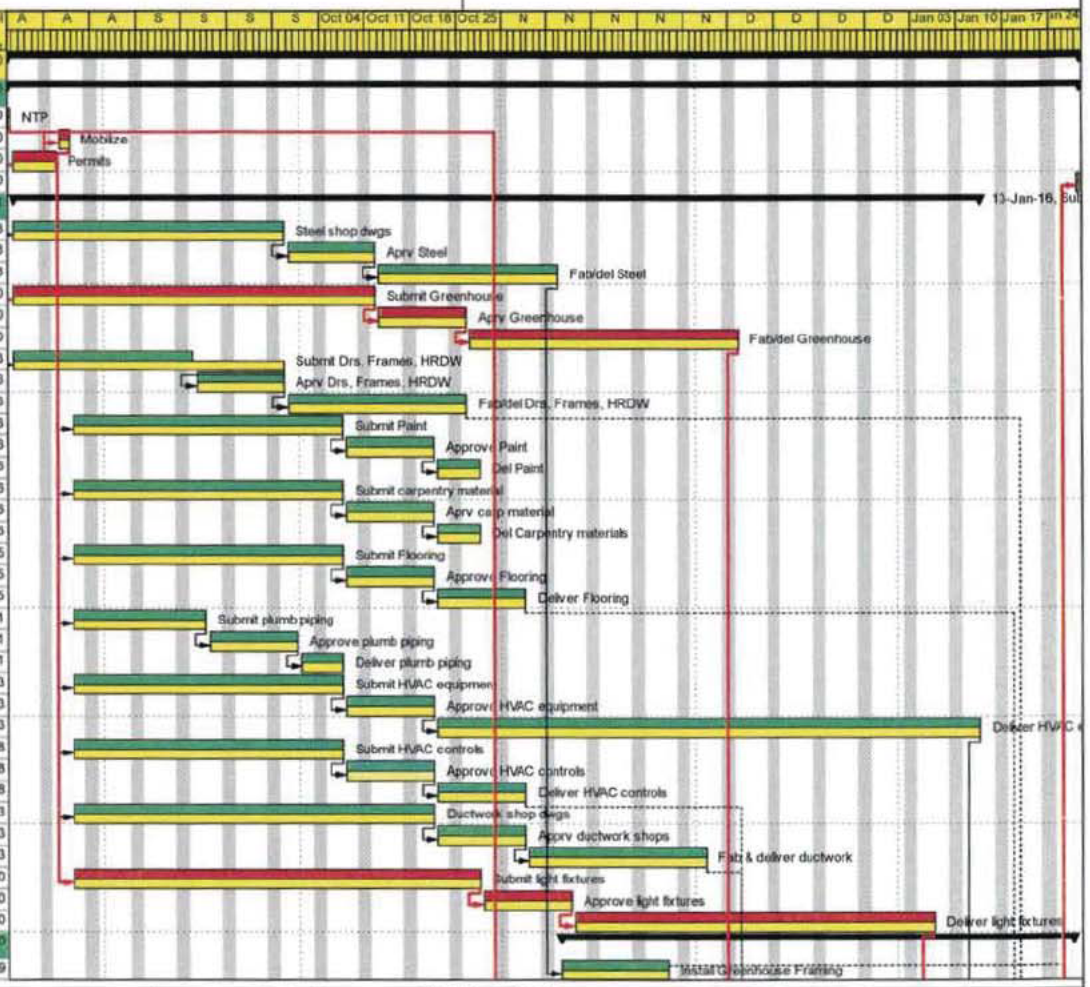
HOLLISTER CONSTRUCTION SERVICES

Bloomfield Industries

Long Island City, NY

28-May-15 18:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
Bloomfield Industries Long Island City, NY		119	119	17-Aug-15	28-Jan-16	0
General Requirements		119	119	17-Aug-15	28-Jan-16	0
1000	NTP	1	1	17-Aug-15	17-Aug-15	0
1005	Mobilize	2	2	25-Aug-15	26-Aug-15	0
1010	Permits	5	5	18-Aug-15	24-Aug-15	0
1470	Project Complete	1	1	28-Jan-16	28-Jan-16	0
Submittals		107	107	18-Aug-15	13-Jan-16	11
1085	Steel shop dwgs	30	30	18-Aug-15	28-Sep-15	8
1090	Aprv Steel	10	10	29-Sep-15	12-Oct-15	8
1095	Fab/del Steel	20	20	13-Oct-15	09-Nov-15	8
1135	Submit Greenhouse	40	40	18-Aug-15	12-Oct-15	0
1140	Aprv Greenhouse	10	10	13-Oct-15	26-Oct-15	0
1145	Fab/del Greenhouse	30	30	27-Oct-15	07-Dec-15	0
1150	Submit Drs, Frames, HRDW	30	20	18-Aug-15	14-Sep-15	63
1155	Aprv Drs, Frames, HRDW	10	10	15-Sep-15	28-Sep-15	63
1160	Fab/del Drs, Frames, HRDW	20	20	29-Sep-15	26-Oct-15	63
1180	Submit Paint	30	30	27-Aug-15	07-Oct-15	66
1185	Approve Paint	10	10	08-Oct-15	21-Oct-15	66
1190	Del Paint	5	5	22-Oct-15	28-Oct-15	66
1195	Submit carpentry material	30	30	27-Aug-15	07-Oct-15	66
1200	Aprv carp material	10	10	08-Oct-15	21-Oct-15	66
1205	Del Carpentry materials	5	5	22-Oct-15	28-Oct-15	66
1225	Submit Flooring	30	30	27-Aug-15	07-Oct-15	55
1230	Approve Flooring	10	10	08-Oct-15	21-Oct-15	55
1235	Deliver Flooring	10	10	22-Oct-15	04-Nov-15	55
1300	Submit plumb piping	15	15	27-Aug-15	16-Sep-15	81
1305	Approve plumb piping	10	10	17-Sep-15	30-Sep-15	81
1310	Deliver plumb piping	5	5	01-Oct-15	07-Oct-15	81
1345	Submit HVAC equipment	30	30	27-Aug-15	07-Oct-15	3
1350	Approve HVAC equipment	10	10	08-Oct-15	21-Oct-15	3
1355	Deliver HVAC equipment	60	60	22-Oct-15	13-Jan-16	3
1360	Submit HVAC controls	30	30	27-Aug-15	07-Oct-15	48
1365	Approve HVAC controls	10	10	08-Oct-15	21-Oct-15	48
1370	Deliver HVAC controls	10	10	22-Oct-15	04-Nov-15	48
1375	Ductwork shop dwgs	40	40	27-Aug-15	21-Oct-15	23
1380	Apprv ductwork shops	10	10	22-Oct-15	04-Nov-15	23
1385	Fab & deliver ductwork	20	20	05-Nov-15	02-Dec-15	23
1405	Submit light fixtures	45	45	27-Aug-15	28-Oct-15	0
1410	Approve light fixtures	10	10	29-Oct-15	11-Nov-15	0
1415	Deliver light fixtures	40	40	12-Nov-15	06-Jan-16	0
Greenhouse		57	57	10-Nov-15	27-Jan-16	0
1760	Install Greenhouse Framing	15	15	10-Nov-15	26-Nov-15	9



Primary Baseline | Remaining Work | Milestone

Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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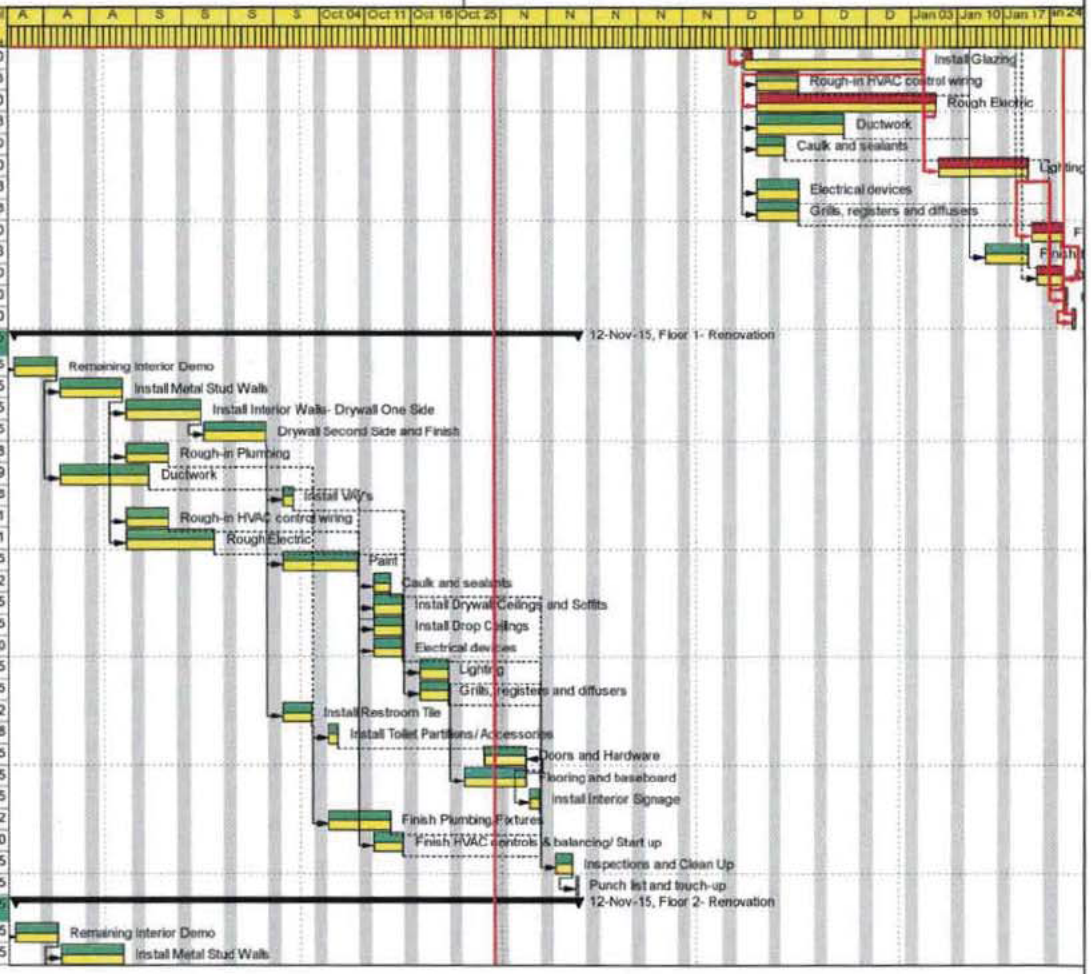
HOLLISTER CONSTRUCTION SERVICES

Bloomfield Industries

Long Island City, NY

28-May-15 18:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
1780	Install Glazing	20	2	08-Dec-15	09-Dec-15	0
1800	Rough-in HVAC control wiring	5	5	10-Dec-15	16-Dec-15	23
1810	Rough Electric	20	20	10-Dec-15	06-Jan-16	0
1815	Ductwork	10	10	10-Dec-15	23-Dec-15	18
1865	Caulk and sealants	3	3	10-Dec-15	14-Dec-15	30
1895	Lighting	10	10	07-Jan-16	20-Jan-16	0
1900	Electrical devices	5	5	10-Dec-15	16-Dec-15	28
1905	Grills, registers and diffusers	5	5	10-Dec-15	16-Dec-15	28
1920	Flooring and baseboard	3	3	21-Jan-16	25-Jan-16	0
1935	Finish HVAC controls & balancing/ Start up	5	5	14-Jan-16	20-Jan-16	3
1938	Doors and Hardware	2	2	22-Jan-16	25-Jan-16	0
1945	Inspections and Clean Up	1	1	26-Jan-16	26-Jan-16	0
1955	Punch list and touch-up	1	1	27-Jan-16	27-Jan-16	0
Floor 1- Renovation		63	63	18-Aug-15	12-Nov-15	55
1724	Remaining Interior Demo	5	5	18-Aug-15	24-Aug-15	55
1792	Install Metal Stud Walls	8	8	25-Aug-15	03-Sep-15	55
1812	Install Interior Walls- Drywall One Side	8	8	04-Sep-15	15-Sep-15	55
1813	Drywall Second Side and Finish	8	8	16-Sep-15	25-Sep-15	55
1825	Rough-in Plumbing	5	5	04-Sep-15	10-Sep-15	88
1835	Ductwork	10	10	25-Aug-15	07-Sep-15	79
1840	Install VAV's	2	2	28-Sep-15	29-Sep-15	76
1850	Rough-in HVAC control wiring	5	5	04-Sep-15	10-Sep-15	91
1860	Rough Electric	10	10	04-Sep-15	17-Sep-15	71
1864	Paint	10	10	28-Sep-15	09-Oct-15	55
1875	Caulk and sealants	3	3	12-Oct-15	14-Oct-15	72
1902	Install Drywall Ceilings and Soffits	5	5	12-Oct-15	16-Oct-15	55
1903	Install Drop Ceilings	5	5	12-Oct-15	16-Oct-15	55
1910	Electrical devices	5	5	12-Oct-15	16-Oct-15	70
1915	Lighting	5	5	19-Oct-15	23-Oct-15	55
1925	Grills, registers and diffusers	5	5	19-Oct-15	23-Oct-15	65
1932	Install Restroom Tile	5	5	28-Sep-15	02-Oct-15	72
1934	Install Toilet Partitions/ Accessories	2	2	05-Oct-15	06-Oct-15	78
1948	Doors and Hardware	5	5	29-Oct-15	04-Nov-15	55
1950	Flooring and baseboard	8	8	26-Oct-15	04-Nov-15	55
1952	Install Interior Signage	2	2	05-Nov-15	06-Nov-15	55
1960	Finish Plumbing/Fixtures	8	8	05-Oct-15	14-Oct-15	72
1965	Finish HVAC controls & balancing/ Start up	5	5	12-Oct-15	16-Oct-15	70
1975	Inspections and Clean Up	3	3	09-Nov-15	11-Nov-15	55
1985	Punch list and touch-up	1	1	12-Nov-15	12-Nov-15	55
Floor 2- Renovation		63	63	18-Aug-15	12-Nov-15	55
1734	Remaining Interior Demo	5	5	18-Aug-15	24-Aug-15	55
1802	Install Metal Stud Walls	8	8	25-Aug-15	03-Sep-15	55



Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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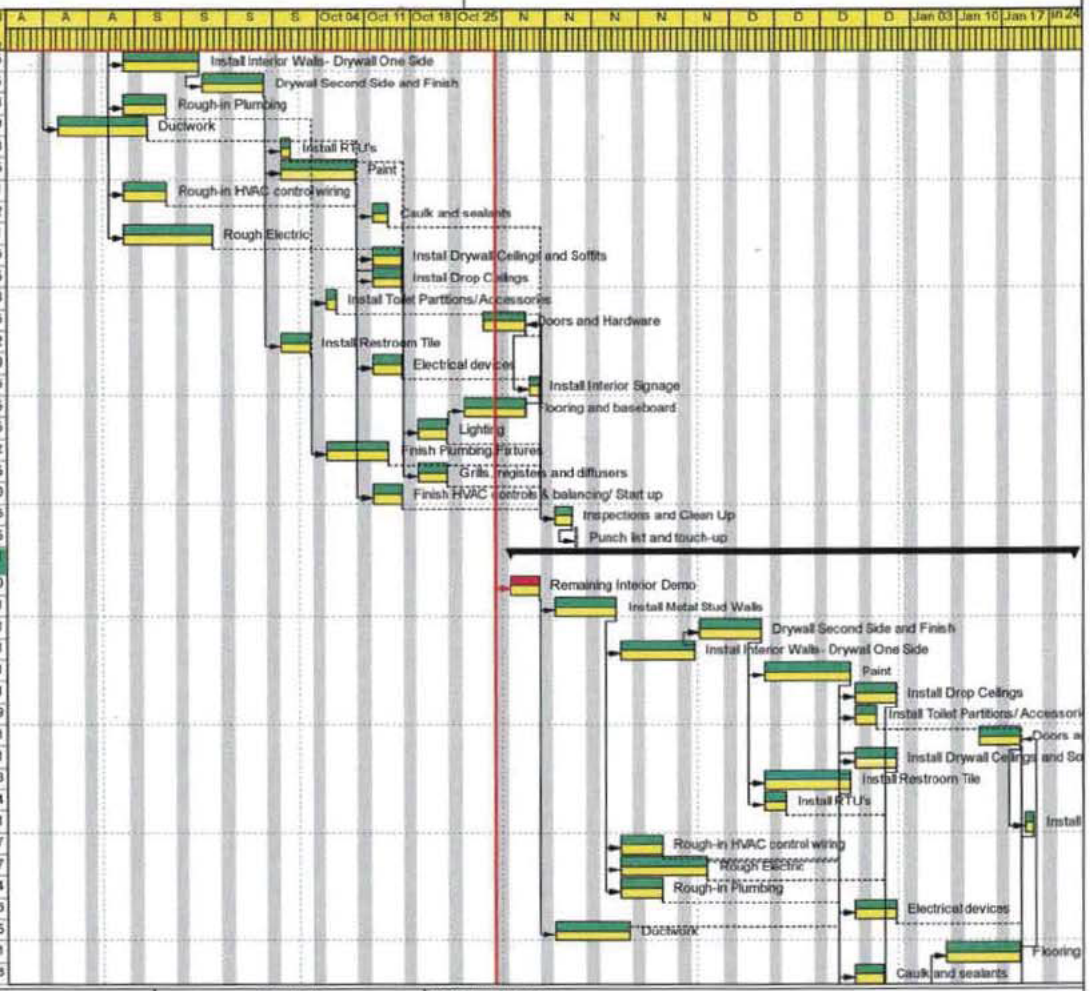
HOLLISTER CONSTRUCTION SERVICES

Bloomfield Industries

Long Island City, NY

28-May-15 18:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
1822	Install Interior Walls- Drywall One Side	8	8	04-Sep-15	15-Sep-15	55
1823	Drywall Second Side and Finish	8	8	16-Sep-15	25-Sep-15	55
1845	Rough-in Plumbing	5	5	04-Sep-15	10-Sep-15	88
1855	Ductwork	10	10	25-Aug-15	07-Sep-15	79
1870	Install RTU's	2	2	28-Sep-15	29-Sep-15	78
1874	Paint	10	10	28-Sep-15	09-Oct-15	55
1880	Rough-in HVAC control wiring	5	5	04-Sep-15	10-Sep-15	91
1885	Caulk and sealants	3	3	12-Oct-15	14-Oct-15	72
1890	Rough Electric	10	10	04-Sep-15	17-Sep-15	71
1912	Install Drywall Ceilings and Soffits	5	5	12-Oct-15	16-Oct-15	55
1913	Install Drop Ceilings	5	5	12-Oct-15	16-Oct-15	55
1944	Install Toilet Partitions/ Accessories	2	2	05-Oct-15	06-Oct-15	78
1958	Doors and Hardware	5	5	29-Oct-15	04-Nov-15	55
1972	Install Restroom Tile	5	5	28-Sep-15	02-Oct-15	72
1980	Electrical devices	5	5	12-Oct-15	16-Oct-15	70
1982	Install Interior Signage	2	2	05-Nov-15	06-Nov-15	55
1990	Flooring and baseboard	8	8	26-Oct-15	04-Nov-15	55
1995	Lighting	5	5	19-Oct-15	23-Oct-15	55
2000	Finish Plumbing/Fixtures	8	8	05-Oct-15	14-Oct-15	72
2005	Grills, registers and diffusers	5	5	19-Oct-15	23-Oct-15	65
2015	Finish HVAC controls & balancing/ Start up	5	5	12-Oct-15	16-Oct-15	70
2025	Inspections and Clean Up	3	3	09-Nov-15	11-Nov-15	55
2035	Punch list and touch-up	1	1	12-Nov-15	12-Nov-15	55
	Floor 3- Renovation	63	63	02-Nov-15	27-Jan-16	1
1744	Remaining Interior Demo	5	5	02-Nov-15*	06-Nov-15	0
1832	Install Metal Stud Walls	8	8	09-Nov-15	18-Nov-15	1
1833	Drywall Second Side and Finish	8	8	01-Dec-15	10-Dec-15	1
1842	Install Interior Walls- Drywall One Side	8	8	19-Nov-15	30-Nov-15	1
1884	Paint	10	10	11-Dec-15	24-Dec-15	1
1923	Install Drop Ceilings	5	5	25-Dec-15	31-Dec-15	1
1954	Install Toilet Partitions/ Accessories	2	2	25-Dec-15	28-Dec-15	19
1968	Doors and Hardware	5	5	13-Jan-16	19-Jan-16	1
2002	Install Drywall Ceilings and Soffits	5	5	25-Dec-15	31-Dec-15	1
2012	Install Restroom Tile	10	10	11-Dec-15	24-Dec-15	13
2020	Install RTU's	2	2	11-Dec-15	14-Dec-15	24
2022	Install Interior Signage	2	2	20-Jan-16	21-Jan-16	1
2030	Rough-in HVAC control wiring	5	5	19-Nov-15	25-Nov-15	37
2040	Rough Electric	10	10	19-Nov-15	02-Dec-15	17
2045	Rough-in Plumbing	5	5	19-Nov-15	25-Nov-15	34
2050	Electrical devices	5	5	25-Dec-15	31-Dec-15	16
2055	Ductwork	10	10	09-Nov-15	20-Nov-15	25
2060	Flooring and baseboard	8	8	08-Jan-16	19-Jan-16	1
2065	Caulk and sealants	3	3	25-Dec-15	29-Dec-15	16



Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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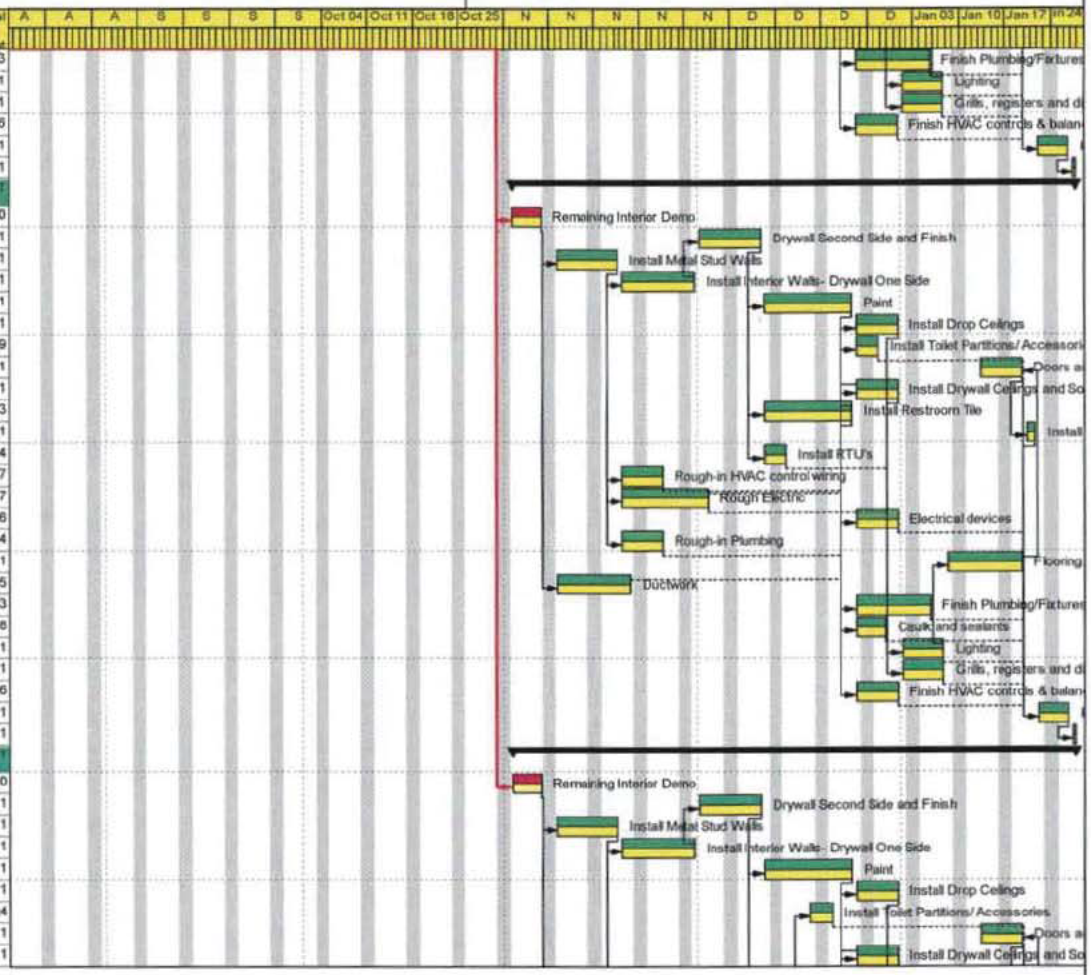
HOLLISTER CONSTRUCTION SERVICES

Bloomfield Industries

Long Island City, NY

28-May-15 18:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
2070	Finish Plumbing/Fixtures	8	8	25-Dec-15	05-Jan-16	13
2075	Lighting	5	5	01-Jan-16	07-Jan-16	1
2085	Grills, registers and diffusers	5	5	01-Jan-16	07-Jan-16	11
2095	Finish HVAC controls & balancing/ Start up	5	5	25-Dec-15	31-Dec-15	16
2105	Inspections and Clean Up	3	3	22-Jan-16	26-Jan-16	1
2115	Punch list and touch-up	1	1	27-Jan-16	27-Jan-16	1
Floor 4- Renovation		63	63	02-Nov-15	27-Jan-16	1
1754	Remaining Interior Demo	5	5	02-Nov-15*	06-Nov-15	0
1843	Drywall Second Side and Finish	8	8	01-Dec-15	10-Dec-15	1
1852	Install Metal Stud Walls	8	8	09-Nov-15	18-Nov-15	1
1862	Install Interior Walls- Drywall One Side	8	8	19-Nov-15	30-Nov-15	1
1894	Paint	10	10	11-Dec-15	24-Dec-15	1
1933	Install Drop Ceilings	5	5	25-Dec-15	31-Dec-15	1
1964	Install Toilet Partitions/ Accessories	2	2	25-Dec-15	28-Dec-15	19
1978	Doors and Hardware	5	5	13-Jan-16	19-Jan-16	1
2042	Install Drywall Ceilings and Soffits	5	5	25-Dec-15	31-Dec-15	1
2052	Install Restroom Tile	10	10	11-Dec-15	24-Dec-15	13
2062	Install Interior Signage	2	2	20-Jan-16	21-Jan-16	1
2090	Install RTU's	2	2	11-Dec-15	14-Dec-15	24
2100	Rough-in HVAC control wiring	5	5	19-Nov-15	25-Nov-15	37
2110	Rough Electric	10	10	19-Nov-15	02-Dec-15	17
2120	Electrical devices	5	5	25-Dec-15	31-Dec-15	16
2125	Rough-in Plumbing	5	5	19-Nov-15	25-Nov-15	34
2130	Flooring and baseboard	8	8	08-Jan-16	19-Jan-16	1
2135	Ductwork	10	10	09-Nov-15	20-Nov-15	25
2140	Finish Plumbing/Fixtures	8	8	25-Dec-15	05-Jan-16	13
2145	Caulk and sealants	3	3	25-Dec-15	29-Dec-15	16
2155	Lighting	5	5	01-Jan-16	07-Jan-16	1
2165	Grills, registers and diffusers	5	5	01-Jan-16	07-Jan-16	11
2175	Finish HVAC controls & balancing/ Start up	5	5	25-Dec-15	31-Dec-15	16
2185	Inspections and Clean Up	3	3	22-Jan-16	26-Jan-16	1
2195	Punch list and touch-up	1	1	27-Jan-16	27-Jan-16	1
Floor 5- Renovation		63	63	02-Nov-15	27-Jan-16	1
1764	Remaining Interior Demo	5	5	02-Nov-15*	06-Nov-15	0
1853	Drywall Second Side and Finish	8	8	01-Dec-15	10-Dec-15	1
1872	Install Metal Stud Walls	8	8	09-Nov-15	18-Nov-15	1
1882	Install Interior Walls- Drywall One Side	8	8	19-Nov-15	30-Nov-15	1
1904	Paint	10	10	11-Dec-15	24-Dec-15	1
1943	Install Drop Ceilings	5	5	25-Dec-15	31-Dec-15	1
1974	Install Toilet Partitions/ Accessories	2	2	18-Dec-15	21-Dec-15	24
1988	Doors and Hardware	5	5	13-Jan-16	19-Jan-16	1
2082	Install Drywall Ceilings and Soffits	5	5	25-Dec-15	31-Dec-15	1



Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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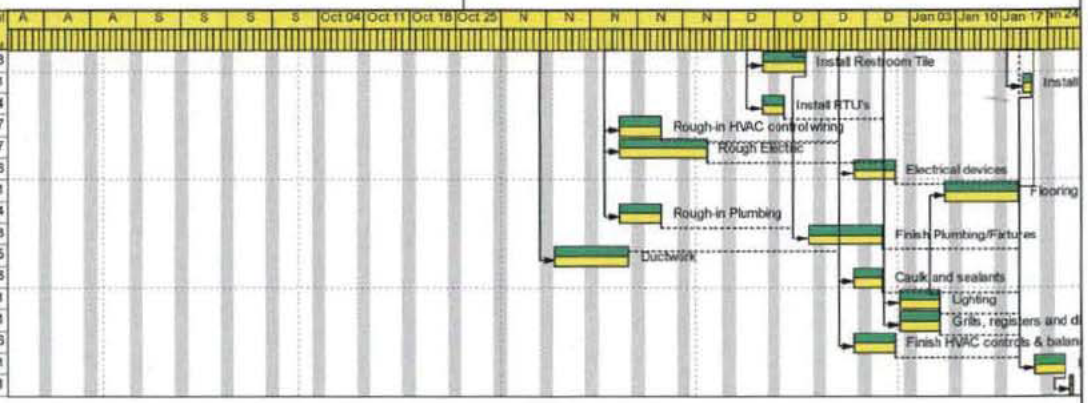
HOLLISTER CONSTRUCTION SERVICES

Bloomfield Industries

Long Island City, NY

28-May-15 18:38

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
2092	Install Restroom Tile	5	5	11-Dec-15	17-Dec-15	18
2102	Install Interior Signage	2	2	20-Jan-16	21-Jan-16	1
2160	Install RTU's	2	2	11-Dec-15	14-Dec-15	24
2170	Rough-in HVAC control wiring	5	5	19-Nov-15	25-Nov-15	37
2180	Rough Electric	10	10	19-Nov-15	02-Dec-15	17
2190	Electrical devices	5	5	25-Dec-15	31-Dec-15	16
2200	Flooring and baseboard	8	8	08-Jan-16	19-Jan-16	1
2205	Rough-in Plumbing	5	5	19-Nov-15	25-Nov-15	34
2210	Finish Plumbing/Fixtures	8	8	18-Dec-15	29-Dec-15	18
2215	Ductwork	10	10	09-Nov-15	20-Nov-15	25
2225	Caulk and sealants	3	3	25-Dec-15	29-Dec-15	18
2235	Lighting	5	5	01-Jan-16	07-Jan-16	1
2245	Grills, registers and diffusers	5	5	01-Jan-16	07-Jan-16	11
2255	Finish HVAC controls & balancing/ Start up	5	5	25-Dec-15	31-Dec-15	16
2265	Inspections and Clean Up	3	3	22-Jan-16	26-Jan-16	1
2275	Punch list and touch-up	1	1	27-Jan-16	27-Jan-16	1



Primary Baseline | Remaining Work | Milestone
Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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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:	SYRACUSE PATIENT RESOURCE CENTER
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ◉
Use and Occupancy Classification:	C-3 DISTRICTS: PLANNED COMMERCIAL DISTRICT / USE: (3) RETAIL SALES AND SERVICE
Building Construction Type and Classification:	BLOCK AND STEEL FRAME WITH BRICK EXTERIOR FACADE
Facility Address:	1304 BUCKLEY RD, SYRACUSE, NY 13212
Primary Contact Telephone number:	212.776.4325
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

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 BOILER, Size Low P Efficiency _____,
Ventilation Requirements _____

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

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

☑ Electrical Distribution Available National Grid - 2000 amp Ser

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

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

☑ Emergency Power System:
Type Gen'rator, Size 100kw Efficiency _____,

Appendix B – Architectural Program

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

Appendix B – Architectural Program

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

CODE COMPLIANCE REVIEW

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

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

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	EXISTING	BLDG HT = +/- 40'-0" BLDG AREA = 105,000 sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
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).	Restaurant/Hotels/Retail-Service/Offices/Radio&TV studios/Shop-Centers/Theat	Retail & Service Service
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	TYPE 1-A	TYPE 1-A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	1-HR	1-HR

Appendix B – Architectural Program

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

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
18	Horizontal Assemblies	711		Provide code information and identify all applicable required Horizontal Assemblies and fire resistance requirement on Building Plans.	N - No Separation Req	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.	NYS BC 903.2.6	Sprinkler NFPA 13
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	904.3	Dry Chemical
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	905.4 Class I (30 ft nozzle @ 100 ft hose)	Stairway/Adj to exit
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	907.9 Alarm notification	Lobby

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
23	Emergency Alarm System	908		Provide code information of all applicable requirements for Emergency Alarm Systems with code section cited.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	912.2Locations-Hydrants/ driveways/fire apparatus...	Refer plan
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.	1 Exit	1 Exit, refer plan
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.	Mercantile 60 per sq ft	2,235sf/60 = 37person
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	TABLE 1005.1 0.2 inch per occupant	3'-0"=180 person, refer plan
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.	Entry/Exit Doors/ Counters	Entry/Exit Doors/ Counters - refer plan

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.	3'-0" min door	3'-0" Door
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	1:12 slope	N/A, refer plan
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.		refer plan
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.	1014.3 Less than 100'-0"	Less than 100'-0", refer plan
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1017.1 more than 30'-0"=1-hr	1- HR Rated

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
35	Corridor Width	1017.2		Identify on the Building Plan(s): the width of all corridors. Provide applicable code section(s) and requirement(s).	1017.2 = 44"	5'-0", refer plan
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	1017.3 Not >20'-0"	N/A -Refer Plan
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	1- Egress	1-Exit - refer plan
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	44" min	5'-0", refer plan
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	1022.1 @ 2/3 of the required exit	Less than 2/3. -refer plan

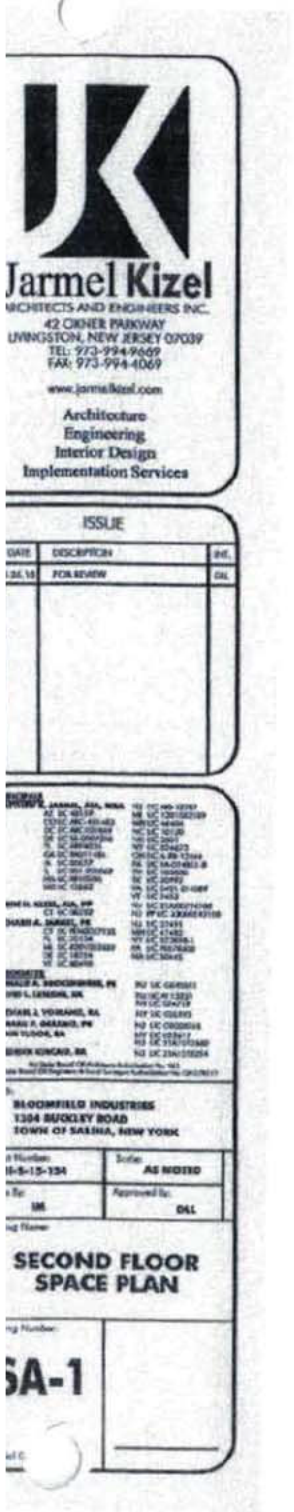
Appendix B – Architectural Program

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.	1023.2 stair	1-open stair, refer plan
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1021.1	Directly Outside -refer plan
43	Accessibility	1101.1 - 1110 & ICC/A117.1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	1104.1 1104.5 3'-0" Clear Passage-way	5'-0" Wheelchair Radius 3'-0" Clear Passage-way
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).	N/A	-Proposed wall are all interior -NO Proposed windows
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	27.02.1 NFPA 110/111	100KW Emergency Generator
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.	Primary Power Secondary Power-NFPA70	100KW Emergency Generator

Appendix B – Architectural Program

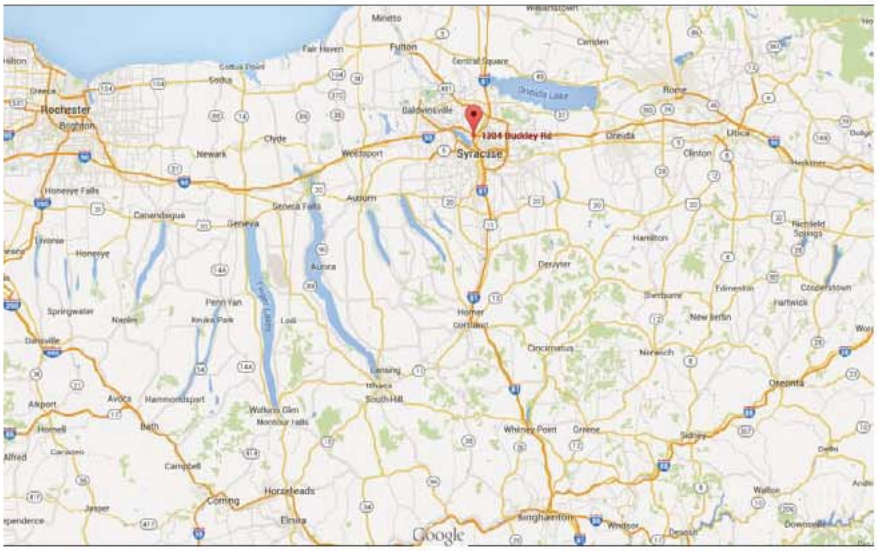
No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	2902.1 Mercantile 2- Toilets/ 2-Lavatory	2 - Toilets 2 - Lavatory
48	Available Street Water Pressure			Provide the available street or well water pressure.		60-80 PSI
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.		Refer plan

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



Syracuse Patient Resource Center

1304 Buckley Rd., Syracuse, NY 13212



Scale: .5 inch = 10 miles

Scale: .5 inch = 50ft.

Street View

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

Jarmel Kizel
ARCHITECTS AND ENGINEERS INC.
42 OKNER PARKWAY
LIVINGSTON, NEW JERSEY 07039
TEL: 973-994-9669
FAX: 973-994-4069
www.jarmelkizel.com

Architecture
Engineering
Interior Design
Implementation Services

ISSUE

	DATE	DESCRIPTION	INT.
	5.26.15	FOR REVIEW	DIL

PRINCIPALS
MATTHEW E. JARMEL, AIA, MBA NJ LIC.AI0 12787
AZ LIC 49159 MI LIC 1301052189
CO LIC ARC-401482 MN LIC 46404
DC LIC ARC1018649 NC LIC 16130
DE LIC S5-0007256 NH LIC 3501
FL LIC AR94034 NY LIC 024673
GA LIC RA011464 OH LIC A-PP-12444
IA LIC 05827 PA LIC RA-014861-R
IL LIC 001.029069 TN LIC 103850
MA LIC AR10286 TX LIC 20992
MO LIC 13663 VA LIC 0401 014089
VT LIC 2459
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FL LIC 70134 NY LIC 073898-1
MI LIC 6201052239 PA LIC PE070600
OR LIC 18754 MA LIC 50445
VT LIC 8549B

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JOHN TUDOR, RA NY LIC 023617
NJ LIC 21AI012660
FREDRICK KINCAID, RA NJ LIC 21AI018294

NJ State Board Of Architects Authorization No. 161
NJ State Board Of Engineers & Land Surveyors Authorization No. GA-27877

oject:
BLOOMFIELD INDUSTRIES
304 BUCKLEY
SYRACUSI, NEW YORK

oject Number: **81-S-15-154**
Scale: **AS NOTED**
rawn By: **IM**
Approved By: **DLL**
rawing Name:

SECOND FLOOR SPACE PLAN

rawing Number:

SA-1

Initial Date: **5.18.15**

PROTOYPE PACKAGE FOR:

NEW YORK

BLOOMFIELD INDUSTRIES INC

JarmelKizel

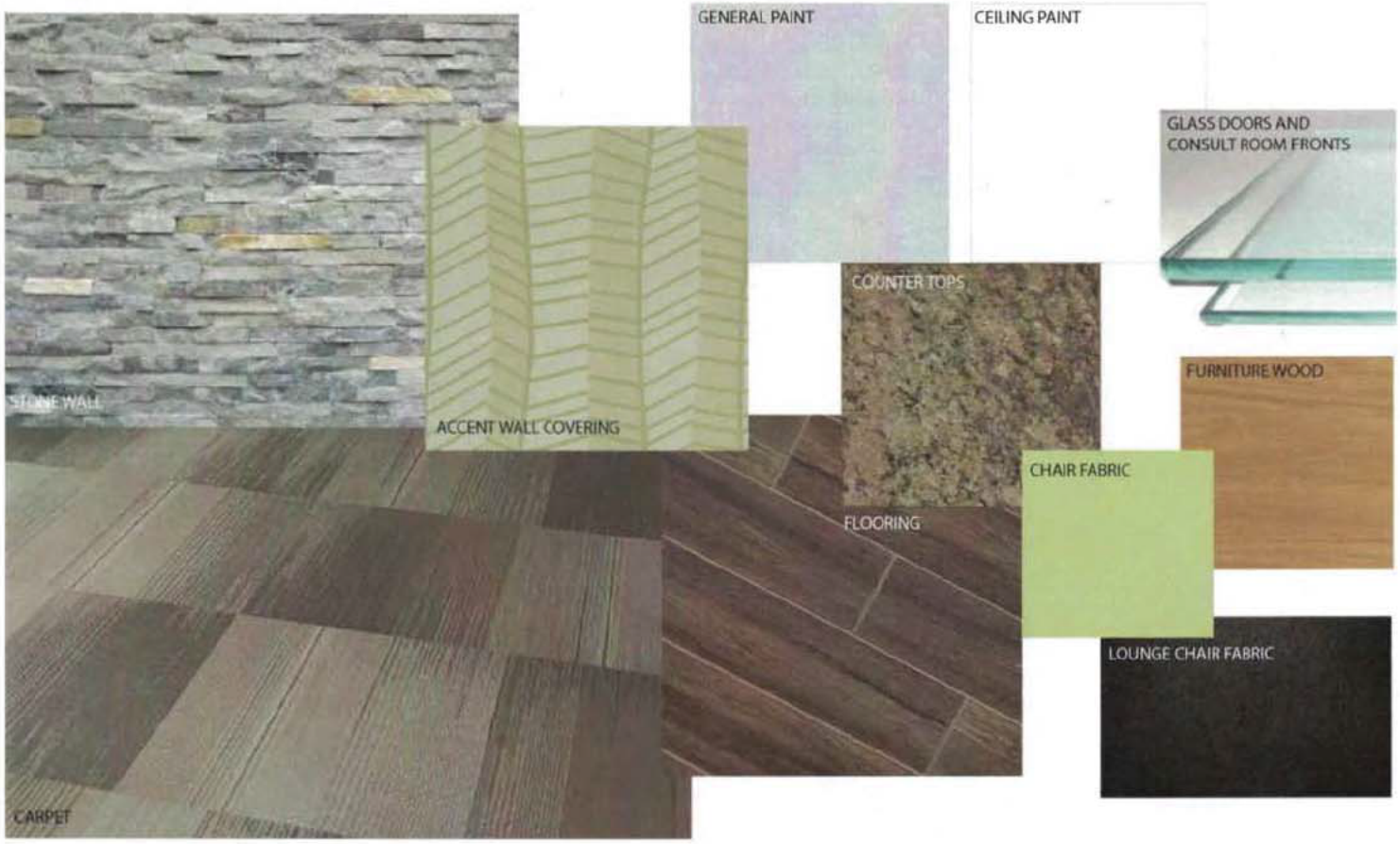
05.06.15

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

PUBLIC WAITING AREA

PATIENT WAITING AREA

CONSULTATION ROOM



FINISHES

JarmelKizel

LOUNGE CHAIRS AT PUBLIC WAITING AREA

SOFA AT PUBLIC WAITING AREA

TABLE AT CONSULTATIO ROOMS

SOFA AT PRIVATE WAITING AREA

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

PENDANT CONSULTATION ROOMS

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

FURNITURE

BLOOMFIELD INDUSTRIES

JarmelKizel

HOLLISTER CONSTRUCTION SERVICES

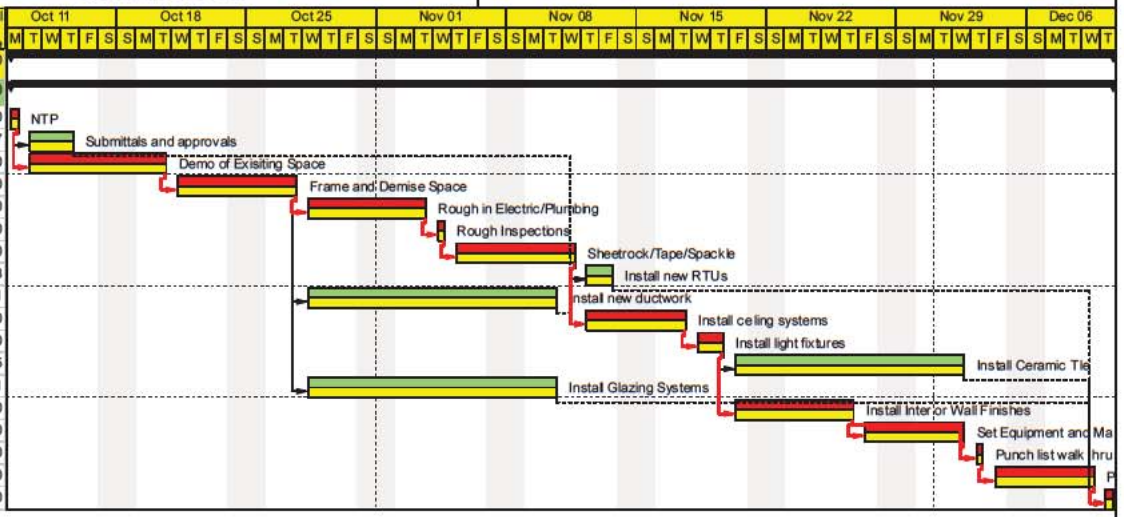
Bloomfield Industries

1304 Buckley Road

Syracuse, NY 13212

02-Jun-15 10:54

Activity ID	Activity Name	Original Duration	maining Duration	Start	Finish	Total Float
Bloomfield- St. James Global 2000sf Fit-Out		44	44	12-Oct-15	10-Dec-15	0
CONSTRUCTION DURATION		44	44	12-Oct-15	10-Dec-15	0
101	NTP	1	1	12-Oct-15	12-Oct-15	0
105	Submittals and approvals	3	3	13-Oct-15	15-Oct-15	37
115	Demo of Exisiting Space	6	6	13-Oct-15	20-Oct-15	0
125	Frame and Demise Space	5	5	21-Oct-15	27-Oct-15	0
135	Rough in Electric/Plumbing	5	5	28-Oct-15	03-Nov-15	0
145	Rough Inspections	1	1	04-Nov-15	04-Nov-15	0
155	Sheetrock/Tape/Spackle	5	5	05-Nov-15	11-Nov-15	0
190	Install new RTUs	2	2	12-Nov-15	13-Nov-15	18
200	Install new ductwork	10	10	28-Oct-15	10-Nov-15	1
220	Install ceiling systems	4	4	12-Nov-15	17-Nov-15	0
225	Install light fixtures	2	2	18-Nov-15	19-Nov-15	0
230	Install Ceramic Tle	9	9	20-Nov-15	02-Dec-15	5
235	Install Glazing Systems	10	10	28-Oct-15	10-Nov-15	21
260	Install Interior Wall Finishes	5	5	20-Nov-15	26-Nov-15	0
262	Set Equipment and Make Connections	4	4	27-Nov-15	02-Dec-15	0
265	Punch list walk thru	1	1	03-Dec-15	03-Dec-15	0
270	Punch list corrective work	4	4	04-Dec-15	09-Dec-15	0
400	Cient turn over	1	1	10-Dec-15	10-Dec-15	0



Primary Baseline | Remaining Work | Milestone

Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

© Primavera Systems, Inc.

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:	WILLIAMSVILLE PATIENT RESOURCE CENTER
Facility Type:	Manufacturing Facility ☐ Dispensing Facility ◉
Use and Occupancy Classification:	MU MIXED-USED DISTRICTS: [6] OFFICE-MEDICAL / [26] RETAIL
Building Construction Type and Classification:	BRICK BUILDING [TYPE 1-A]
Facility Address:	52 SOUTH UNION RD, WILLIAMSVILLE, NY 14211
Primary Contact Telephone number:	212.776.4325
Primary Contact Fax number:	
PART I – ARCHITECTURAL PROGRAM & CONSTRUCTION TIMELINE: Applicant shall identify planning requirements, including but not limited to:	
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☑	PLANNING BOARD APPROVAL
☐	ZONING BOARD OF APPEALS APPROVAL
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☑ Public Parking Spaces	☑ Percentage of Green Space
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☑ Accessible Route(s)	☐ Security Gates & Fences

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

Engineering Systems:

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

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

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

☑ Electrical Distribution Available NYSEG

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

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

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

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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.	MU - MIXED USE	[6] Office-Medical [26] Retail

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
2	Combustible Storage	413		All combustible storage areas and rooms, as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
3	Hazardous Materials	414		All hazardous materials stored or used as per applicable Building and Fire Codes. Identify all combustible stored materials, area and room dimensions, all required fire separations, and exit requirements.	N/A	N/A
4	Hazardous Materials Control Areas	414.2		Provide additional information indicating number, size, materials stored, and quantity of each material.	N/A	N/A
5	Building Area & Height	501-507		Provide the building area & height Provide all calculations and cite applicable code sections for increased Building Area & Heights allowed per building code(s).	EXISTING	BLDG HT = +/- 28'-0" BLDG AREA = 20,000 sf
6	Incidental Use Areas	508.2		Identify all Incidental Use Areas and required fire separation of occupancies on Building Plans.	N/A	N/A

Appendix B – Architectural Program

No.	Topic	NYS Building Code Section	Other Code[1] (as Stated Above) & Section	Minimum Information Required to be Identified for this building/facility on the Building or Site Plan(s)	Required Code Value[2] /Allowed Code Value	Facility's Actual Value[3]
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).	MU: MIxed-Use [6] Office-Medical [26] Retail	[6] Office-Medical [26] Retail
8	Nonseparated Uses	508.3.2		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
9	Separated Uses (Ratio < 1)	508.3.3		Provide analysis with code cited, and required fire separation of occupancies. Identify required fire separation of occupancies on Building Plan(s).	N/A	N/A
10	Construction Classification	602		Provide Construction Classification per each building included in Application.	TYPE 1-A	TYPE 1-A
11	Fire Resistance Rating Reqm't for Building Elements	Table 601		Provide Fire Resistance Rating per each building element as per Table 601. Identify rating & elements on Building Plans.	1-HR	1-HR

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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[2]
12	Exterior Wall Fire-Resistance Rating	Table 602		Identify required fire resistance rating of exterior walls on Building Plan(s).	1-HR	1-HR
13	Exterior Fire Separation Distance	Table 602		Identify required fire separation distance of exterior walls between Buildings on Plan.	1-HR	1-HR
14	Fire Walls	705		Provide code information and identify all applicable required Fire Wall(s) and fire resistance requirement on Building Plans.	3-HRS	3-HR
15	Fire Barriers	706		Provide code information and identify all applicable required Fire Barrier(s) and fire resistance requirement on Building Plans.	2-HRS	2-HRS
16	Shaft Enclosures	707		Provide code information and identify all applicable required Shaft Wall(s) and fire resistance requirement on Building Plans.	N/A	N/A
17	Fire Partitions	708		Provide code information and identify all applicable required Fire Partition(s) and fire resistance requirement on Building Plans.	1-HR (NO-SPRINKLER) 0- HR (SPRINKLERED)	0-HR

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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.	1-HR	1-HR
19	Fire Protection: Sprinkler System	903		Indicate Type of Sprinkler System: ☑ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13D Provide code information of all applicable requirements for Automatic Sprinkler Systems with code section cited.	NYS BC 903.2.6	Sprinkler NFPA 13
20	Alt. Fire Extinguishing System	904		Provide code information of all applicable requirements for Alternative Automatic Fire-Extinguishing Systems with code section(s) cited.	904.3	Dry Chemical
21	Standpipe System	905		Provide code information of all applicable requirements for Standpipe Systems with code section(s) cited.	905.4 Class I (30 ft nozzle @ 100 ft hose)	Stairway/Adj to exit
22	Fire Alarm & Detection Systems	907		Provide code information of all applicable requirements for Fire Alarm System(s) with code section cited. Indicate Type of Fire Alarm System ☐ Addressable ☑ Hardwired (zoned)	907.9 Alarm notification	Lobby

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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.	N/A	N/A
24	Fire Department Connections	912		Identify Fire Department connections in accordance with NFPA applicable standard.	912.2Locations-Hydrants/ driveways/fire apparatus...	Refer plan
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.	1 Exit	1 Exit, refer plan
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.	Mercantile 60 per sq ft	4,000sf/60 = 67person
27	Egress Width	1005		Provide egress widths & cite applicable code section(s) and requirement(s) on the Building Plans	TABLE 1005.1 0.2 inch per occupant	3'-0"=180 person, refer plan
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.	Entry/Exit Doors/ Counters	Entry/Exit Doors/ Counters - refer plan

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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.	3'-0" min door	3'-0" Door
30	Interior Stairs	1009		Identify the following information for each stairway on the Building Plan(s): the width of stairways; the height, width, depth and number of risers and treads; dimensions of landings; stairway construction type; and handrail height.	N/A	N/A
31	Ramps	1010.1		Identify the following information of each ramp, on the Building Plan(s): width; total vertical rise; length of ramp; and handrail height.	1:12 slope	N/A, refer plan
32	Common Path of Travel	1014.3		Identify on the Building Plan(s): the length of the "Common Path of Travel" per each room as per applicable building code requirements.	<100'-0"	10'-0" refer plan
33	Exit Doorway Arrangement	1015		Identify on the Building Plan(s): applicable building code requirements for all Exits and Exit Access Doorways per each room and required exits in all buildings.	1015.1 [49 max,-one exit] 1016.1 [<250ft-Spriklered]	2-exit provided, refer plan < 150'-0", refer plan
34	Corridor Fire Rating	1017.1		Identify, on the Building Plan(s): all corridors with required fire resistance and the applicable fire rating.	1017.1 more than 30'-0"=1-hr	1- HR Rated

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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).	1017.2 = 44" min	5'-0", refer plan
36	Dead End Corridor	1017.3		Corridors shall not exceed the maximum dead end corridor length as per applicable code.	1017.3 Not >20'-0"	N/A -Refer Plan
37	Number of Exits and Continuity	1019		Identify on the Building Plan(s): required number of exits, continuity and arrangement as per the applicable code requirements.	2- Egress	2 - Egress, refer plan
38	Vertical Exit Enclosures	1020		Identify on the Building Plan(s): all applicable code requirements for each Vertical Exit Enclosure.	N/A	N/A
39	Exit Passageways	1021		Identify on the Building Plan(s): all applicable code requirements for each Exit Passageway.	44" min	5'-0", refer plan
40	Horizontal Exits	1022		Identify on the Building Plan(s): all applicable code requirements for each Horizontal Exit.	1022.1 @ 2/3 of the required exit	Less than 2/3. -refer plan

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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.	1023.2 stair	1-open stair, refer plan
42	Exit Discharge	1024		Identify on the Building Plan(s): all applicable code requirements for each Exit Discharge.	1021.1	Directly Outside -refer plan
43	Accessibility	1101.1 - 1110 & ICC/A117. 1(03)		Identify on the Building Plan(s): all applicable code requirements such that the design and construction of each building/facility provides accessibility to physically disabled persons.	1104.1 1104.5 3'-0" Clear Passage-way	5'-0" Wheelchair Radius 3'-0" Clear Passage-way
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).	N/A	-Proposed wall are all interior -Existing windows-no change
45	Emergency & Standby Power	2702.1		Identify emergency & Standby Power locations and specifications of the system to be provided.	N/A	N/A
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.	Primary Power Secondary Power-NFPA70	Non-Provided

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47	Plumbing Fixture Count	2902.1		Identify on the Building Plan(s): the minimum plumbing facilities as per applicable plumbing code(s).	2902.1 Mercantile 2- Toilets/ 2-Lavatory	2 - Toilets 2 - Lavatory
48	Available Street Water Pressure			Provide the available street or well water pressure.	Erie County Water Authority	60-80 PSI
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.		Refer plan

TOWN OF AMHERST

BARRY A. WEINSTEIN, M.D.
SUPERVISOR

May 28, 2015

To Whom It May Concern:

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

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

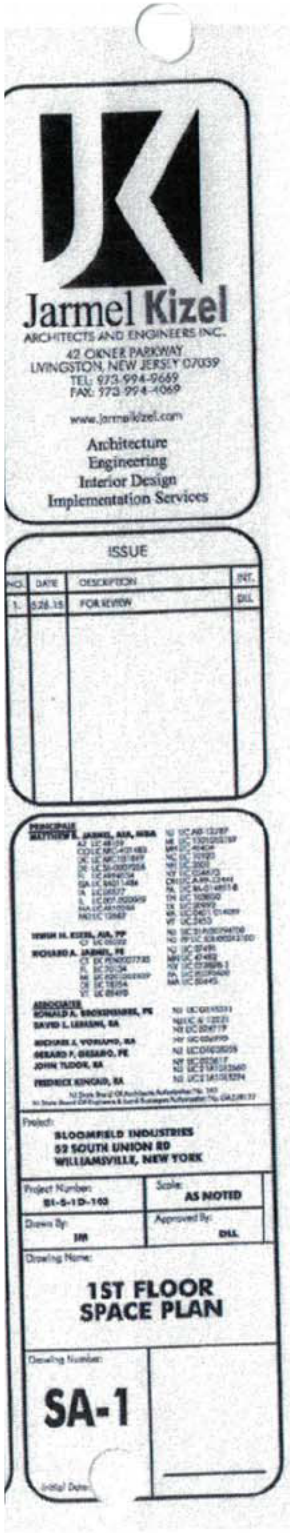
Sincerely yours,

Barry A. Weinstein, M.D.
Supervisor

BAW/sv

Amherst Municipal Building 5583 Main St Williamsville, NY 14221 Phone: 716.631.7032 Fax: 716.631.7146
Website: www.amherst.ny.us Keyword: supervisor

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



Jarmel Kizel
ARCHITECTS AND ENGINEERS INC.
42 OKNER PARKWAY
LIVINGSTON, NEW JERSEY 07039
TEL: 973-994-9669
FAX: 973-994-1069
www.jarmelkizel.com

Architecture
Engineering
Interior Design
Implementation Services

ISSUE

NO.	DATE	DESCRIPTION	INT.
1.	5.26.15	FOR REVIEW	DLL

Project:
BLOOMFIELD INDUSTRIES
52 SOUTH UNION RD
WILLIAMSVILLE, NEW YORK

Project Number:	Scale:
51-5-15-103	AS NOTED
Drawn By:	Approved By:
MM	DLL

Drawing Name:
1ST FLOOR
SPACE PLAN

Drawing Number:
SA-1

Initial Date:

Williamsville Patient Resource Center

52 S Union Rd., Williamsville, NY 14221

Scale: .5 inch = 10 miles

Scale: .5 inch = 50ft.

Street View

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

BLOOMFIELD INDUSTRIES

FLOOR PLAN

Jarmel Kizel
45 GORDON MEWS
LEONIA, NEW JERSEY 07605
TEL 973.944.7660
FAX 973.944.7669
www.jarmelkizel.com

PROTOYPE PACKAGE FOR:

NEW YORK

BLOOMFIELD INDUSTRIES INC

JarmelKizel

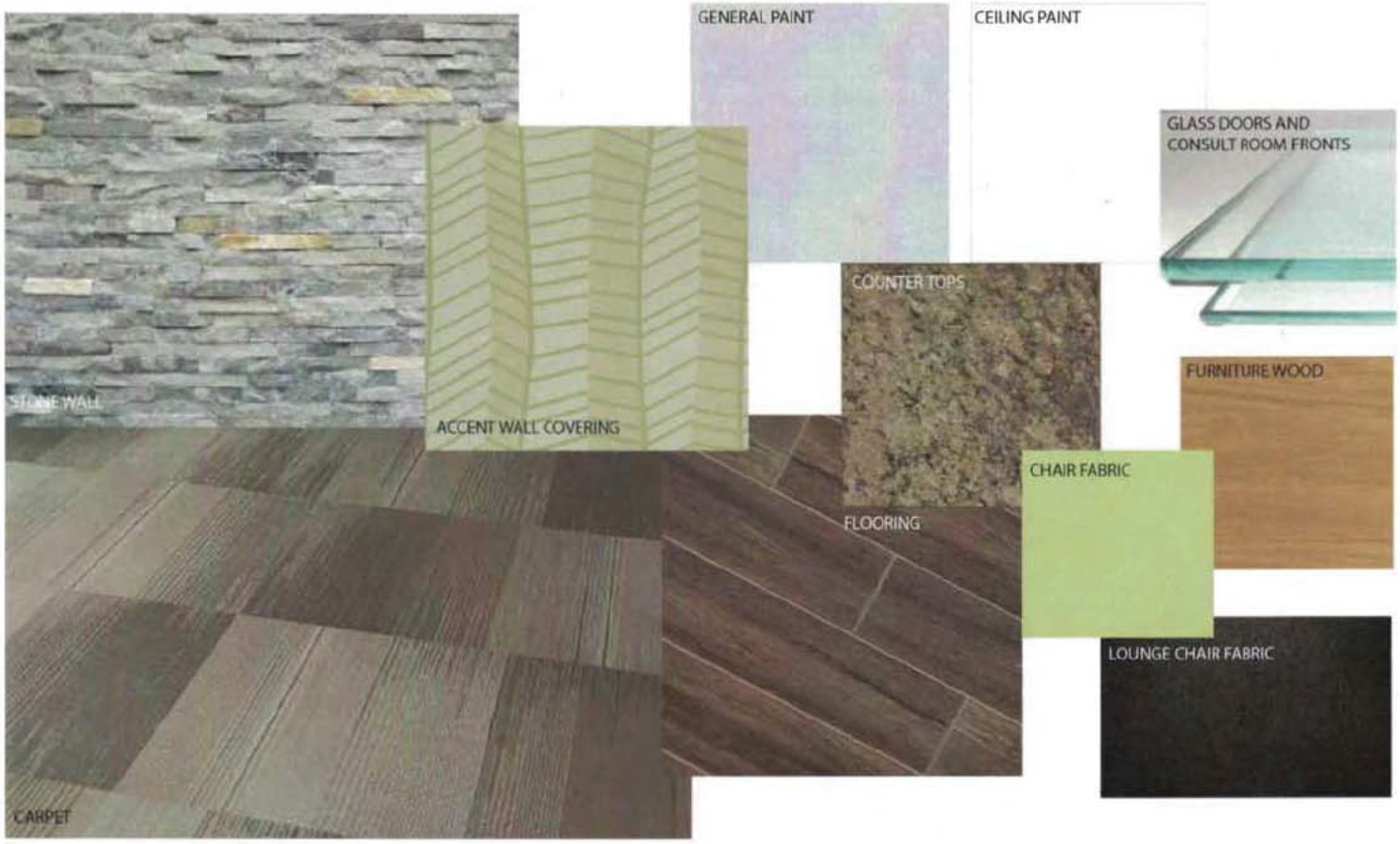
05.06.15

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

PUBLIC WAITING AREA

PATIENT WAITING AREA

CONSULTATION ROOM



FINISHES

JarmelKizel

LOUNGE CHAIRS AT PUBLIC WAITING AREA

SOFA AT PUBLIC WAITING AREA

TABLE AT CONSULTATIO ROOMS

SOFA AT PRIVATE WAITING AREA

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

PENDANT CONSULTATION ROOMS

SEATING AT CONSULTATION ROOMS

COFFEE TABLE AT PUBLIC WAITING AREA

FURNITURE

BLOOMFIELD INDUSTRIES

JarmelKizel

HOLLISTER CONSTRUCTION SERVICES

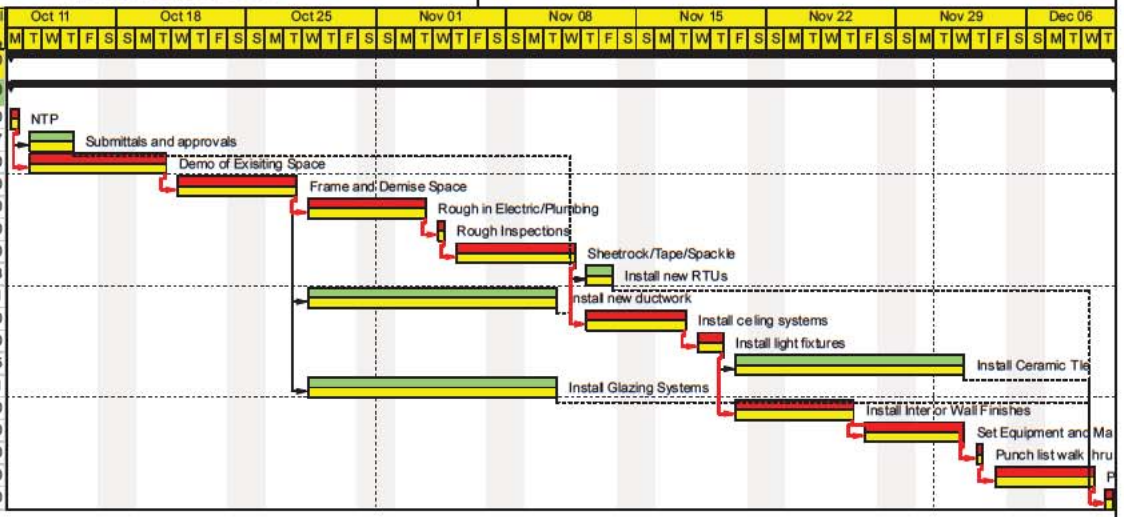
Bloomfield Industries

52 South Union Road

Williamsville, NY 14221

02-Jun-15 10:54

Activity ID	Activity Name	Original Duration	maining Duration	Start	Finish	Total Float
Bloomfield- St. James Global 2000sf Fit-Out		44	44	12-Oct-15	10-Dec-15	0
CONSTRUCTION DURATION		44	44	12-Oct-15	10-Dec-15	0
101	NTP	1	1	12-Oct-15	12-Oct-15	0
105	Submittals and approvals	3	3	13-Oct-15	15-Oct-15	37
115	Demo of Exisiting Space	6	6	13-Oct-15	20-Oct-15	0
125	Frame and Demise Space	5	5	21-Oct-15	27-Oct-15	0
135	Rough in Electric/Plumbing	5	5	28-Oct-15	03-Nov-15	0
145	Rough Inspections	1	1	04-Nov-15	04-Nov-15	0
155	Sheetrock/Tape/Spackle	5	5	05-Nov-15	11-Nov-15	0
190	Install new RTUs	2	2	12-Nov-15	13-Nov-15	18
200	Install new ductwork	10	10	28-Oct-15	10-Nov-15	1
220	Install ceiling systems	4	4	12-Nov-15	17-Nov-15	0
225	Install light fixtures	2	2	18-Nov-15	19-Nov-15	0
230	Install Ceramic Tle	9	9	20-Nov-15	02-Dec-15	5
235	Install Glazing Systems	10	10	28-Oct-15	10-Nov-15	21
260	Install Interior Wall Finishes	5	5	20-Nov-15	26-Nov-15	0
262	Set Equipment and Make Connections	4	4	27-Nov-15	02-Dec-15	0
265	Punch list walk thru	1	1	03-Dec-15	03-Dec-15	0
270	Punch list corrective work	4	4	04-Dec-15	09-Dec-15	0
400	Cient turn over	1	1	10-Dec-15	10-Dec-15	0



Primary Baseline | Remaining Work | Milestone

Actual Work | Critical Remaining Work | Summary

TASK filter: All Activities

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Attachment D – Operating Plan: Introduction

Bloomfield Industries Inc. ("Bloomfield") is committed to delivering scientifically proven, pharmaceutical-grade, marijuana-based therapies to certified patients with serious medical conditions throughout New York State. Founded by a native New Yorker and currently headquartered in Staten Island, the New York corporation is committed to grow, manufacture, and dispense pharmaceutical-grade marijuana that meets—even exceeds—the rigorous regulatory standards established by New York State and on par with federally regulated standards as applied to food and pharmaceutical companies. Driving all of the company's operations is compassion for those who have been unable to find relief through currently available therapeutic modalities. Every choice Bloomfield makes is oriented towards delivering an experience that enables those who suffer to feel better, do more, and live longer with a higher quality of life. Respectfully, responsively, and ethically, Bloomfield's mission is to put patients first, produce consistent products through proven best practices, and empower communities to have safe and logical conversations about the broad spectrum of benefits derived from marijuana-based therapeutic products.

Bloomfield is committed to develop an organization that will be recognized, not only in New York State but also internationally, as delivering new benchmarks in quality marijuana products, regulatory compliance, leadership integrity, cultural integration, financial transparency, community safety, and compassion for patients. This is both an organization and leadership team that is serious about the transformative power of plant-based medicine.

Richard G. Yost is the primary financier of Bloomfield. Over the past seven months, he has assembled a driven, intelligent, and experienced management team with established business acumen that is first focusing on securing one of the five Medical Marijuana (MM) Business Licenses to be awarded this year under The Compassionate Care Act. The current leadership team is a talented and diverse group of leading marijuana, dispensary, pharmaceutical, medical, regulatory, horticultural, greenhouse, formulation, construction, economic, legal, and service-delivery industry experts with proven experience across multiple industries. All members of the team are 100% committed to compassionately meet patients where they are with rigorous attention to the regulatory standards defined by New York State. As soon as the application is printed and delivered to Albany, this core team will be expanded to enable rapid build out with a timeline of being operational within 150 days to achieve first-to-market daily operations that are managed with a focus on quality, accuracy, and compassion.

Choosing to work with best-in-class partners at each phase of the cultivation, manufacturing, and dispensing processes, Bloomfield has developed a national team of experts and advisors who understand:

1. The best cultivation methods that work in harmony with nature without harming the natural environment or the people who live and work in it.
2. Compliance with regulated, pharmaceutical-grade manufacturing and distribution of marijuana-based medicine.
3. Safe, secure, and aesthetically pleasing facilities that will ensure a compassionate patient experience as well as productive and creative employees while protecting public health and safety in the communities that we serve.

Our Therapeutic Product Line

Our therapeutic medical marijuana products will be sold under the brand name "Allayent." This name reflects our vision, "to reduce (or allay) suffering," in a way that demonstrates Bloomfield's confidence in this industry, highly ethical standards, and reassuring approach to patient needs.

Since New York regulations require all medical marijuana products to be processed, proprietary supercritical extraction methods (commonly used in the flavors and fragrances industries) will be used to extract the medically relevant compounds of the plant. That extract will then be combined to create up to five therapeutic blends and offered to patients through several different delivery mechanisms: slow release tablets; buccal spray; vaporized CO2 oil cartridge; softgel capsules; and oral dissolvable film strips.

Our Commitment to Researching and Developing Marijuana Science

Bloomfield recognizes that being granted a Medical Marijuana business license in New York State also creates an opportunity to explore and prove the value and application of marijuana to other therapeutic conditions. Long Island City was selected as the Bloomfield headquarters

because of its proximity to: 1) Manhattan, the world's leading financial center; and 2) two of the top 25 most populous metropolitan statistical areas in the United States. Known as "Pharm Country," these areas contain the majority of the major players in the biotechnology, pharmaceutical, and medical device industries in Connecticut, New York, New Jersey, Pennsylvania, and Rhode Island. As a result, 7,500 square feet of our facility will accommodate up to 24 scientists and lab equipment that will be dedicated to bench research and development. The licensing of the Intellectual Property developed by scientists in Bloomfield labs are expected to increase shareholder returns over the long term as the industry matures and expands internationally.

Our Vision and Mission

Bloomfield is committed to creating an enduring, world-class organization that leads advancements and shapes the future of marijuana-based therapies in New York State, while serving as a model for other organizations around the world. Our **Vision** is to **reduce suffering and restore hope and productivity** with marijuana-based medicine. How we run our business, what we value as an organization, and how we work with each other, as well as how we integrate our services will define our effectiveness and enable us to exceed our business goals. This clarity of purpose will best meet the needs of those suffering from chronic conditions and qualifying diseases in New York State. As the provider of best-in-class marijuana-based medicine**,** we will enable our patients to return to productive living with a quality of life that encourages their positive contributions to the best New York State has to offer**.**

Our operating culture will recognize the key roles of our patients, our employees, and our investors. It will describe how we make a difference and how patients (and even New York State) will be even better off because of what we do.

The way that we will turn our vision into practice is through a **Mission** that describes how we will actually "do the work" that will ultimately yield our vision:

Act with urgency to deliver safe, comfortable, and consistent access to medical marijuana therapeutic products through a compassionate patient experience.

Our Values and Operating Culture

At Bloomfield, our **core values** define the way that our business is run responsibly to ensure consistency with customer, employee, and investor expectations. The values that guide our behavior are these enduring beliefs that influence the way that we think, act, and enable everyone in the organization to operate by the same standards. Although we provide a clearly defined set of products, our business is truly a service business and our employees will always be our most important assets. We have high expectations of all employees and expect them to demonstrate in their behavior and actions a deep commitment to the following values:

Compassionate Access: We intend to provide access and deliver an experience of truly being cared for to those suffering from chronic conditions and disease. We want to help patients return to a quality of life where their health, hope, and the potential for impact has been restored. In our Patient Centers, everyone will feel welcomed, valued, and understood, and they wouldn't think of going anywhere else. All staff will be trained to interact compassionately with those whose personalities have been changed by chronic pain and suffering. Our approach will ensure that they truly understand responsible use. And our caring will not stop when patients walk out the door. Professionals at our dispensaries will check in on patient progress and ensure that they store products securely and use products responsibly. We want to take care of people, protect the communities where they live, and do the right thing. Whether customer or colleague, we will respect and appreciate each person's dignity, safety, and differences. We will treat others with consideration, appreciate their opinions, operate with awareness of cultural diversity, and recognize and reward outstanding performance. **People first. Always. Period.**

Quality & Consistency: We intend to deliver pharmaceutical-grade quality throughout our cultivation, manufacturing, and dispensary operations using an above-and-beyond standard of expertise and service. Rigor in the application of science will be our standard. We will not compromise. We will explore all approaches that increase the value of our products. Customers can expect the purest product, consistently titrated, and compassionately dispensed. Safety will be ensured by using adulterant-free products cultivated in secure environments with rigorous quality assurance and quality control protocols along every step of the growth cycle, as well as across the supply chain. All active ingredients will be traceable from seed, to plant, to extraction, to compounding, to dispensary. Identifying, adopting, and adapting best practices, Bloomfield will be the industry leader in New York State. Our vigilance around compliance will be evident through continuous remote auditing protocols because it is especially important for Bloomfield to

be good neighbors in the communities where we have a footprint. **100% reliable, secure, available, and trustworthy**.

Integrity: We intend to hire good people who want to be in service to good people. The actions of every member of our team matter. Each team member will have the responsibility to distinguish right from wrong and do the right thing in all circumstances. We will do right by our patients, the communities where we work, our investors, and for each other. We will hold ourselves accountable to how we have portrayed ourselves. Additionally, we will operate from the highest standard of the State law and will not only set standards for performance in New York State, but will also stand as a role-model operation around the world. **We will honor all of our commitments. Our word is gold**.

Opportunity: We believe in approaching every challenge as an opportunity. We identify areas of change and adopt and adapt best practices to ensure continuous improvement. We remain confident that persistence yields success. We learn from all kinds of experiences and tailor our actions and approach to ensure that we always deliver the best.

Transparency: We intend to provide open access to common information, ensure clarity about expectations, and seek consensus. We believe organizational transparency creates trust, supports greater participation, and encourages more informed decision-making among all stakeholders. We believe that the more people who can see what we are doing and how, the better. We share information with each other, especially during times of change, to foster trust and understanding. We share what we are thinking early because the only thing worse than bad news is old bad news. Through transparency and a continuous flow of information, we demonstrate that we are thinking holistically about our decisions and how those decisions impact the greater good. **Our standard is openness, immediacy, and honesty**.

Our Goals

We have two goals immediate goals:

Goal 1: To assemble the best team possible to be prepared on Day 1 to run the best medical marijuana organization the country has ever seen.

Goal 2: To be operational (i.e., cultivating medical marijuana) within 150 days of receiving a license, 30 days less than required by New York State.

Go-to-Market Strategies

Bloomfield's go-to-market strategy will be built upon a three-phase, in-depth research process. Phase I will use telephone in-depth-interviews (IDIs) to identify critical learnings from Public Health Policy Makers and influencers from other States with medical marijuana programs. Phase II will use online video groups to identify critical learnings with physicians, patients, and caregivers from States with two to six-plus years of legalized medical marijuana programs. Phase III will use live focus groups and quantitative surveys with physician specialists, patients and caregivers throughout New York State that will initially focus on raising awareness and educating potential patients, practitioners, and community groups with questions like:

- How is medical marijuana best used?
- How do you identify and reach potential patients who could benefit from medical marijuana to help them learn more about it?
- What concerns need to be addressed before beginning any dialog?
- How do New York healthcare providers, patients, and caregivers prefer to learn about the rules and various options available to them?
- What resources would patients need to help them comply?
- What are the conversational dynamics between registered physicians and patient candidates when considering a certification for medical marijuana?
- What problems are healthcare providers trying to resolve through the use of medical marihuana?

This will be an in-depth process to ensure we truly understand the expectations, needs, and concerns of core constituents. We will be recruiting the following constituents in our research to ensure a representative sampling throughout the State:

- Physicians (Pain Specialists, Oncologists, Rheumatologists, Gastroenterologists, Infectious Disease Doctors/HIV Specialists, Neurologists, Psychologists, Neuropsychologists)
- Patients (Cancer, HIV/AIDS, ALS, Parkinson's Disease, Epilepsy, Multiple Sclerosis, Huntington's Disease, Inflammatory Bowel Disease, Neuropathies, Spinal Cord Injuries)
- Caregivers (of the above patient types)

As the research identifies key themes and opportunities, these will be incorporated into a Communication Outreach Program specifically targeting healthcare providers and patients. Our

promotion and educational materials will comply with the guidelines set forth in 10 NYCRR 1004.16(d) for advertising, specifically: “All advertisements, regardless of form, for approved medical marihuana products that make a statement relating to effectiveness, side effects, consequences, and contraindications shall present a true and accurate statement of such information.” And such communications should further strike a “fair balance between information relating to effectiveness, side effects, consequences, and contraindications in that the information relating to effectiveness is [not] presented in greater scope, depth, or detail than is the information relating to side effects, consequences and contraindications, taking into account all implementing factors such as typography, layout, contrast, headlines, paragraphing, white space, and any other techniques apt to achieve emphasis.” [10 NYCRR 1004.16(e)]

Given the nature of the guidelines, as well as the need for ongoing information on the part of healthcare providers, patient, and caregivers, our communications will focus more on educational initiatives and customer service models proven with other regulated medications, and will be run primarily through the physicians’ practices. Most notably, for healthcare providers, we will offer the following:

1. An opportunity—at their convenience—to tour our dispensaries and meet our dispensary personnel to ask questions and become comfortable with sending patients for fulfillment of any prescriptions related to our medical marijuana brands. Online “virtual tours” will also be available via our website.
2. Medical Science Liaisons (MSLs): representatives exclusive to Bloomfield Industries and educated on the contents of our portfolio, our dispensaries, our educational materials, and all guidelines set forth in 10 NYCRR 1004. These MSLs can be contacted via phone or through our website. They will also be available for in-person consultation, or a remote discussion via phone or through video chat on our website.
3. Educational brochures for healthcare providers to provide patients that contain relevant information about the guidelines, the Bloomfield/Allayent commitment to ethical standards and quality control required by the state, and a patient hotline. The hotline will be staffed by registered pharmacists who have been educated on our dispensaries, our educational materials, and all guidelines set forth in 10 NYCRR 1004. For unregistered patients and/or patients not currently taking Allayent, the hotline’s purpose is solely educational and informational. For certified patients, a hotline to Bloomfield pharmacists will provide quick access for answering the patient or caregiver’s questions. Note: We will not discuss, promote or field specific

communications about our portfolio (e.g. cannabinoid ratios) to patients who have not been registered by a registered physician, and/or have not received a prescription for our brand of medical marijuana.

4. As healthcare providers grow in their comfort in prescribing medical marijuana, we will be leveraging the early adopters as part of a Medical Speakers Bureau to help “wait and see” healthcare providers learn how the program is working in real practices around the state before registering themselves. This peer-to-peer communication is common practice across the pharmaceutical, biotechnology, and medical device industries. These “wait and see” physicians and allied health professionals (e.g. pharmacists, nurses) trust and feel most comfortable engaging with other, experienced healthcare providers. We will sponsor informational sessions at the local level where healthcare providers who are well educated in the New York State guidelines, have registered as providers, and have patients in active therapy will conduct informational sessions for other healthcare providers. The discussions will focus on experiential and regulatory matters relevant to the NY State medical marijuana program, with an opportunity for a question and answer segment. Although this educational service will be sponsored by Bloomfield Industries and Allayent, all speakers will be encouraged to discuss all available medical marijuana brands in New York State, and will not be partisan advocates for Bloomfield Industries or Allayent.

Attachment D – Operating Plan: Section 1 - Manufacturing

Introduction

Consistent, high quality cultivation practices across the entire growth cycle of the marijuana plant, the source of the natural compounds needed to produce medical marijuana products, is the single most important component of Bloomfield Industries business model. Healthy and vibrant plants yield higher quality products. The more effective Bloomfield Industries is in cultivating high-yielding and fast-growing plants, the more affordable products will be for our patients.

Founder and president, Richard Yost, began serving the medical marijuana community three years ago as an agricultural entrepreneur manufacturing soil for marijuana grown legally by patients in Colorado and California. His soil lines feature a proprietary blend of amended soil which allows patients to grow uncontaminated and consistent plant medicine by simply adding water. This background is foundational to the Bloomfield Industries commitment to leveraging best-practice agricultural science throughout the entire growth cycle.

Bloomfield Industries fully appreciates its responsibility to the greater community and environment and is prepared to add the agricultural industry's knowledge base of sustainable cultivation practices. We will dedicate 5,000 square feet of fully equipped R&D facilities to partner with innovative lighting manufacturers, fertilizer formulations, and hydroponic equipment designers to provide controlled research facilities which will support advancements in cultivation technology.

We will also invest in plant genetics research to create stable breeds developed for the most efficient production of our brands. Andrew Defries, PhD will lead our genetics research activities. His unique combination of expertise in chemical genetics and plant biology will be harnessed to develop strains of marijuana bred for extraction and manufacturing. This research facility also provides Bloomfield the capacity to perform tissue cultures. Culturing allows the Director of Cultivation to retain a large catalog of strains without expending the energy and resources required to maintain mother stock. Tissue culture can also be effective in eradicating plant disease. A description of Dr. Defries' proposed research can be found in the Section I Exhibits.

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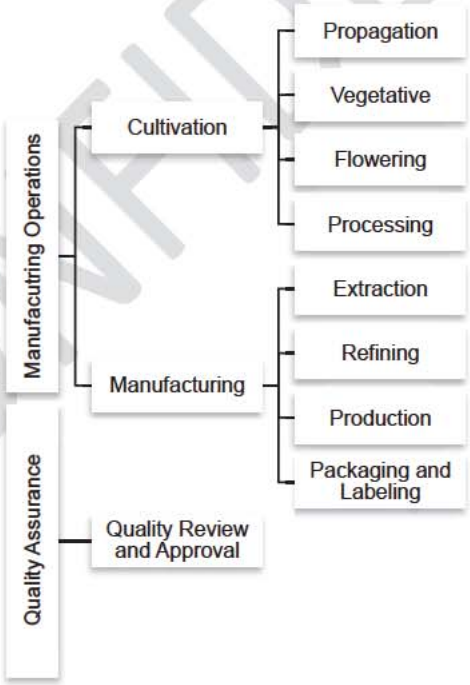
Bloomfield Industries' dedication to providing only the best in pharmaceutical-grade marijuana products begins in cultivation, but is critically important in the manufacturing phase of the production process. Our extraction and products manufacturing plan was designed by an exceptionally qualified team of subject matter experts from both the marijuana infused product industry and the traditional pharmaceutical sector. This rare combination of experts developed our manufacturing program to meet patient needs with operations that meet FDA standards.

Our cultivation and R&D teams will take great care to develop only the best plant genetics for the most effective plant based medicine available; our manufacturing team will transform those plants into consistent, effective, and pure pharmaceutical grade solutions. Bloomfield Industries, Inc. will consistently adhere to good Current Good Manufacturing Practices (cGMP). The manufacturing team's mission is to:

- Provide patients with quality pharmaceutical-grade brands that address specific healthcare concerns.
- Manufacture medicines that will always be: safe, effective, and evidence based.



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Organization

Bloomfield Industries manufacturing operations are organized by function. The Directors of Cultivation, Manufacturing, and Quality Assurance are responsible for ensuring full compliance with the policies and procedures detailed in the company's Standard Operating Procedures included for review in Section 6. In addition to procedural compliance, the Directors are responsible for oversight and training of all employees, the prevention and management of plant disorders, and the manufacture of safe and effective medical marijuana products.

All manufacturing practices will be fully documented in records maintained in accordance regulation and company policies. The Director of Cultivation is responsible for daily cultivation monitoring and maintenance of cultivation records. The Director of Manufacturing will maintain all manufacturing records. These records will be made available for inspection by the Director of Quality Assurance and any authorized representatives of law enforcement and the Department upon request.

Additional provisions regarding sanitation, quality assurance, and related testing practices are detailed throughout the company's policies and procedures. Safety practices are outlined in full, going above and beyond what is required by state law and regulations. The entire organization is committed to work systemically to ensure that the company fosters a culture of quality and safety, while executing the most effective operation possible.

Patient-Focused Brands

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Regulatory Compliance

Manufacturing operations are subject to multiple laws and regulations. The Directors will ensure that all applicable laws and regulations are followed in the manufacturing operations. Oversight of the company's operations is primarily assigned to the Commissioner of Health by Section 3369-a of the Public Health Law and Title 10, Chapter XIII, Part 1004 of the Official Compilation of Codes, Rules and Regulations of the State of New York ("regulations"). In addition, the company's operations are subject to building, zoning, employment, safety, environmental, manufacturing and agricultural laws, as well as local ordinances. The Standard Operating Procedures detailed in Section 6 detail our procedures for compliance with applicable laws and regulations.

In particular, Chapter XIII, §1004.11 details manufacturing requirements for approved medical marijuana product and details requirements for the manufacturing of medical marijuana products. The section:

- Provides the brands, forms and routes of administration of medical marijuana products

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authorized for manufacturing, as well as product labeling requirements; and

- Provides that no synthetic marijuana additives shall be used in the production of any medical marijuana product.

Herein, we have detailed Bloomfield Industries' operational plan to produce pharmaceutical-grade medical marijuana products. The products will feature multiple brands and delivery routes with consistent ratios of THC:CBD in accordance with the medical marijuana code. The types and forms of medical marijuana we intend to produce are described along with the method of production. All brands produced will be science based, medicinal in nature, lab tested, and packaged in child-resistant packaging labeled in accordance with law and regulation.

In addition to THC and CBD, the concentration of the following cannabinoids in Bloomfield's brands, at a minimum, shall be reported to the Department:

- Tetrahydrocannabinol acid (THCA)
- Tetrahydrocannabivarin (THCV)
- Cannabinadiolic acid (CBDA)
- Cannabidivarine (CBDV)
- Cannabinol (CBN)
- Cannabigerol (CBG)
- Cannabichromene (CBC)
- Any other cannabinoid component at > 0.1%

Manufacturing Facility

Bloomfield Industries manufacturing facilities will consist of a state-of-the-art pharmaceutical production facility featuring:

- A tissue culture and genetic research lab
- Analytical testing facilities equipped with several instruments
- CO2 extraction and cannabinoid fractionating equipment
- Multiple production areas designed to FDA standards
- State-of-the-art ventilation systems to avoid cross contamination

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The design includes but is not limited to airlock entry and exit hallways, clean rooms, and strict personnel and material flow controls. The facility is also designed so that preventative maintenance activities can be performed without interruption to work process or impact to our clean production areas.

Bloomfield's manufacturing facility will feature separate and defined areas with specific environmental controls designed to prevent cross-contamination and mix-ups of components, marijuana, or product forms during any operation. The facility building, its parking lot, and its entrances are designed to be in full compliance with the Americans with Disability Act (ADA) and all building and zoning codes. Detailed information on the building plans is available for review in Appendix B – Architectural Program.

Hours of Operation

The facility will operate daily to fulfill the cultivation and production commitments made by Bloomfield Industries to the State of New York and the patients we serve. Only staff scheduled or designated to work during a given shift will be given permission by the Security Office to be in the facility. The facility may be used to hold occasional staff meetings, at which times unscheduled staff might be onsite. The facility is highly secured and contains several odor controls to prevent impact to the immediate area. Any complaints received from surrounding neighbors will be addressed within 24 hours.

Suitability of the Facility

Bloomfield Industries will construct the manufacturing facility in order to achieve the most efficient and hygienic operation possible. Employees will perform cultivation, manufacturing, packaging, testing, and other operations separate areas designed for that activity. The Chief Executive Officer will ensure all buildings and facilities used in the manufacture, processing, packing, holding, or dispensing of medical marijuana products are of suitable size, construction, and location to permit compliance with applicable New York State department regulations.

All buildings and facilities will be consistently maintained in a good state of repair through the efforts of the Facilities Management team. FDA and industry best practice will be adhered to in the Bloomfield manufacturing facility, these standards include the following requirements:

- All areas will have adequate lighting and ventilation in all areas for their designated operations.

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- Potable water will be supplied under continuous positive pressure in a plumbing system free of defects that meet the standards prescribed in the Environmental Protection Agency's Primary Drinking Water Regulations.
- Drains will be of adequate size and, where connected directly to a sewer, will be designed to prevent back-siphonage.
- Adequate washing facilities will be provided, including hot and cold water, soap, or detergent, air driers single-service towels and clean toilet facilities easily accessible to working areas.
- All trash or other refuse in and from the building and immediate premises will be disposed of in a timely, safe and sanitary manner.
- All buildings and facilities will be maintained in a clean sanitary condition, free of infestation by rodents, birds, insects and other vermin.
- Each operational unit will maintain SOPs assigning responsibility and timing for the cleaning and sanitation.
- Any rodenticides, insecticides, fungicides, fumigating agents and sanitizing agents will be documented and used in accordance with the Federal Insecticide, Fungicide and Rodenticide Act.

Description

The proposed manufacturing facility, which is an indoor, enclosed, secure facility, is suitable for the effective and safe cultivation, processing, and manufacture of medical marijuana. The building and proposed construction plan ensures the facility is sufficient in size to meet patient needs. Adequate power and water supply permits the operation to begin cultivation operations without costly and timely utilities upgrades. The cultivation areas have been designed by The Rockbrook Consulting Engineers with operation-specific air exchange and airflow, interior layout, lighting, and utilities. The cultivation operations consist of propagation, cultivation, harvest, processing, bulk storage, packaging, and transfer to the manufacturing unit. All operations are monitored 24 hours a day with surveillance cameras and on-site security personnel.

The proposed facility will be constructed and operated in full compliance with Title 10, Chapter XIII, Part 1004 of the Official Compilation of Codes, Rules and Regulations of the State of New York. The facility is located at 30-02 Borden Avenue, Long Island City, Queens.

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The proposed property is in compliance with all state and local building, zoning and fire codes and all local ordinances. For site and floor plans and additional information regarding the facility, please refer to Appendix B – Architectural Program.

Bloomfield Industries designed the facility with the advice of multiple consultants in the marijuana industry to develop efficient and workable spaces. The Construction Management Firm, Hollister Construction, has provided the company with a construction timeline and ensures Bloomfield Industries will have use of the first two floors within 90 days of the onset of construction enabling Bloomfield Industries to be operational within 150 days.

In order to meet initial and future qualifying patient demand in a quick and efficient manner with minimal impact on the environment and the surrounding community, the company will build out all cultivation spaces during the initial construction phase, with multiple separated cultivation areas. These separate cultivation areas allow not only for quick expansion of production, but allows for well-planned production schedules, the separation of similar strains, and allows for strict environmental controls in each area to allow for variable temperature, humidity, and carbon dioxide based on individual strain requirements. The ability to control these conditions with precision is the greatest biosecurity measure that can be taken to diminish the opportunity for environmental concerns such as pests, mold, and mildew.

Bloomfield Industries will completely equip all manufacturing and laboratory spaces and approximately one third of its full capacity for vegetative and flowering cultivation spaces. These spaces will be outfitted with the necessary equipment and supplies to begin cultivating marijuana immediately upon the issuance of a certificate of occupancy. The remaining cultivation areas will be “plug and play” so that production can be rapidly expanded in order to both meet immediate patient demand and to provide sufficient production in order to maintain the one year supply of products required by regulation. This phased approach ensures that all demolition and construction activity is completed prior to the start of operations and before marijuana plants are in the facility.

All cultivation and manufacturing areas will be finished during initial construction and equipped with all branch utility services, including mechanical, plumbing, lighting, and other power connections, as well as all final security surveillance and access control devices.

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Facility Design

The Bloomfield Industries manufacturing facility was developed with legal compliance and operational efficiency as the primary design features. FDA standards were applied to the facility. The following items highlight specific design characteristics:

- The manufacturing facility will be organized to maintain the separation of different materials and provide adequate space for cleaning and storage.
- The flow of production materials, packaging components, in-process materials, bulk and packaged products through the building will be designed to prevent product mix-ups or contamination.

Equipment for adequate control of air temperature, pressure, humidity, dust, or microorganisms will be provided when appropriate for the manufacture, processing, packing, or holding of medical marijuana products. Air filtration systems will be used for air intake to production areas. In areas where air contamination occurs during production, there will be adequate exhaust or other air handling systems to control any airborne contaminants.

Operating Units

The production and manufacturing operations are divided into distinct operating units that specialize in certain activities in order to maintain an effective division of duties. These units include:

- Cultivation
- Processing
- Extraction
- Manufacturing
- Packaging and Labeling
- Lab Testing
- Batch Quarantine and Holding
- Transportation

Different operations will be performed within specifically defined areas of adequate size for that activity. There will be separate or defined areas or such other control systems as necessary to prevent product contamination or mix-ups during the course of the following procedures:

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- Receipt, identification, storage and quarantine of production materials, manufacturing supplies, packaging components and labeling held for the appropriate sampling, testing, or examination
- Storage of released production materials, manufacturing supplies, packaging components and labeling
- Manufacturing and processing operations
- Storage of in-process materials
- Packaging and labeling operations
- Quarantine storage of packaged products before release
- Storage of finished products after release
- Quality assurance and laboratory operations
- Holding rejected production materials, manufacturing supplies, packaging components, labeling, in-process materials and product before disposition
- Product packaging, holding, and shipping

Security and Control

Bloomfield Industries' Security Plan is described in Section 5, as well as in Attachment H, and details extensively the security plan for the proposed facility. The security design takes into account several factors, including architectural elements which include perimeter protection, reinforced entry points, exterior lighting, secure parking operations, enclosed dock facilities, and hardened areas where medical marijuana products are stored. The facility will utilize on-site security personnel and robust electronic security systems, including automated access control, intrusion alarms, closed circuit television and onsite and remote monitoring systems.

The security and safety of our employees and patients is our first priority; Bloomfield Industries has designed all facilities utilized for manufacturing, transport and dispensing medical marijuana products to exceed the requirements established by the Department. The security plan also complies with NYS §80-1.13 Security Requirements for Manufacturing and Dispensing Facilities. Our security SOPs establish the following requirements:

- Compliance with security protocols is a condition of employment for all employees.
- All operating unit managers will be knowledgeable of the security protocols for their area.
- Supervisors will ensure their personnel routinely follow all established security procedures and identify any security concerns to be brought to the Director of Security.

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- The Compliance Director will ensure security protocols comply with laws and regulations.
- The company will establish multiple overlapping security systems utilizing commercial grade equipment to prevent and detect marijuana diversion, theft, and loss.
- Individual site diagrams and written security protocols will be available in all functional areas.
- Specific detail about security systems will be restricted to security personnel only including any information on product transportation.
- All marijuana whether in process or finished will be held in highly secure areas with access limited to management. All packaged medical marijuana products will be stored in a department-approved safe or vault in such a manner as to prevent diversion, theft, or loss.

Upon entering the facility, employees and guests will be pass through a secure area and be greeted by a receptionist. A Security Officer on duty will inspect and verify credentials before allowing access to the secured facility area. The entire facility area is a secured zone with multiple areas limited with established security level access. Lockers rooms will be constructed on the first and fifth floors for the cultivation and manufacturing employees respectively.

Anti-Diversion Measures

Bloomfield Industries distributes medical marijuana products, which are a controlled substance with many incentives for diversion. Supply chain security is a top priority of Bloomfield Industries and a primary job duty of all managers. Diversion includes, but is not limited to, employee or third-party theft or transfer of medical marijuana products by an employee, patient, or caregiver to an unqualified individual. Best practice dictates that Bloomfield Industries demonstrates control and security over its controlled substances inventory.

Bloomfield Industries' has identified several protocols to be implemented by employees in order to ensure the prevention of diversion including secure storage policies. Company policies include strict security measures to prevent employee or third-party theft or transfer of medical marijuana products by a certified patient to an unqualified individual. Supply-chain security is designated as a primary job duty of all employees and managers, reinforcing a company-wide culture of responsibility. The Director of Security will be responsible for the development and

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implementation of all anti-diversion measures, the Directors of Security, Cultivation and Manufacturing responsible for plan oversight.

Any employee that is discovered to have a history of theft or diversion based on a background check report will not be given access by any manager to medical marijuana products. It is established that Bloomfield Industries will not employ anyone who would come in contact with or handle marijuana or marijuana products who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the public health law.

Specific considerations regarding anti-diversion are contained throughout our policies and include methods for data collection and employee accountability achieved through procedures for identifying, recording, and reporting diversion, theft, or loss. Access to manufacturing areas is restricted to employees and regulators and based on their granted level of security access. Access to each separate functional area is granted to an employee based on his or her experience, tenure, and level of responsibility.

Extensive training of employees will ensure that all staff is informed of security and anti-diversion measures and properly trained to comply with all policies and procedures. Bloomfield employees track all plant material from propagation to distribution. Transfers of marijuana between manufacturing units will be:

- Approved by a director-level employee,
- Fully documented in the inventory control system and by camera surveillance, and
- Limited to the internal manufacturing unit. No usable plant material may ever leave the production facility.

The dispensing of medical marijuana products to patients or designated caregivers shall only occur at Bloomfield Industries' dispensing facilities. Medical marijuana products will not be dispensed from the company's cultivation and manufacturing facility.

Standard Operating Procedures

In accordance with cGMP, a Standard Operating Procedure (SOP) system has been written and will be adopted and enforced to ensure quality systems are in place and continuously improving. Bloomfield Industries will operate according to a documented system SOPs designed to ensure

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compliance with best practice and all applicable regulations. The SOP system guides employees to:

1. Follow procedures as written.
2. Understand their responsibilities in implementing the SOPs.
3. Provides management guidance to ensure that personnel follow established procedures.
4. Identify compliance and procedural issues.

The SOPs provide guidance for several of the major steps in cultivation, manufacturing, packaging, labeling, distribution, dispensing, and quality assurance operations. Bloomfield's SOPs will continuously evolve. Managers will implement new SOPs as needed and regular annual reviews will ensure they stay up-to-date with actual operations. All SOPs will be approved by the operating unit's executive manager before implementation. Material modifications or revisions to procedures related to the cultivation, processing, manufacturing, distribution, or dispensing policies will not be implemented without prior written approval of the Department.

The Quality Assurance department is responsible for maintaining all operational SOPs. Current versions will always be available online and in print so employees can easily refer to them. Obsolete procedures will be identified and removed annually. All employees will be trained to the SOPs and be required to document any variance. Each department supervisor will review and approve variances and will update the SOP as needed. The Chief Compliance Officer will be responsible for oversight of any procedural variance that results in a change to the SOP.

Staffing

The Bloomfield Industries Staffing Plan details the processes the Chief Executive Officer will use to manage Bloomfield Industries' human resources in order to provide sufficient levels of production in meet patient needs in compliance with all applicable regulations. The Chief Executive Officer is responsible for maintaining and updating the Staffing Plan, which will ensure that Bloomfield Industries has sufficient staff possessing the correct skill-sets and experience needed to ensure the success of all operations.

Bloomfield is committed to providing a transparent and supportive working environment for our employees. The employee acquisition process, procedures for assessments, terminations, and transitions is detailed in our Human Resources Manual. The company exceeds best practice in

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all its staffing policies. The items below highlight the company's commitment to an effective staffing policy.

- No employee may work onsite prior to receiving orientation training, or when any required critical training is eight weeks or more past due.
- Only qualified employees will be granted operating responsibilities. Operating unit managers will provide constant feedback and on the job training opportunities.

The Chief Compliance Officer will ensure all employees have the required background check prior to hire. The company will maintain accurate records of each employee's relevant qualifications and all training records.

Required Staff

Bloomfield Industries will ensure compliance with all mandated and operationally necessary staffing requirements. The company's organizational chart details the positions the company intends to fill upon licensing. The Chief Executive Officer will implement continuation plans for all key positions. At all times the company will employ:

- No less than one individual with a minimum of 10 years of experience in good agricultural practices (GAP).
- No less than one Quality Assurance officer who will exercise oversight over the quality of operating procedures and who has documented training and experience in quality assurance and quality control procedures.

Bloomfield's policies require all staff members will be twenty-one (21) years of age or older. No person who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances will ever be employed by the company. Additionally, no person who has had a registration or license suspended or revoked in any administrative or judicial proceeding. All employees who could potentially come in contact with or handle marijuana or medical marijuana products will 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.

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Minimum Staffing Levels

The minimum staffing level per daytime shift includes:

- 1 - Receptionist
- 3 - Security Officers
- 5 - Cultivation employees including 1 supervisor
- 3 - Manufacturing employees including 1 supervisor
- 3 - Quality Assurance employees including 1 supervisor
- 1 - Facilities employee

The company will base all staffing levels on production demands. Adjustments to staffing levels may be made at any time they are warranted.

Hiring Plan

Cultivation

The Director of Cultivation will hire the necessary staff to ensure the cultivation of quality marijuana in accordance with regulations, BMP, GAP, GHP, and GCP. Staffing estimates will be updated regularly. Generally, for each 5,000 square feet of flowering canopy the operation will employ:

- 1 – FTE Propagation Specialist
- 1 – FTE Vegetative Growth Specialist
- 1 – FTE Cultivation Specialist
- 2 – PTE Harvest Technicians
- 2 – PTE Maintenance Technicians

Director of Cultivation: Director of Cultivation reports to Chief Operating Officer. The Director of Cultivation is responsible for supervision of all phases of cultivation operations including: regulatory compliance to State marijuana laws regarding production, quality control, maintenance, receiving, and shipping. Responsibilities also include recruiting, hiring and training cultivation personnel. The Director of Cultivation shall work closely with the Quality Assurance staff to ensure the purity and quality of marijuana cultivated for manufacturing purposes.

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In addition, the Director of Cultivation will be responsible for annual budget planning and execution. This team member will work closely with the manufacturing team to oversee GAP increase productivity and profitability within the production operation. This person must be trained and have at least 7 years of experience including best practices in both managerial and GAP platforms.

Cultivation Manager: The Cultivation Manager reports to the Director of Cultivation. The Cultivation Manager is responsible for assisting the Director in the supervision of all phases of cultivation operations including: regulatory compliance to New York Medical Marijuana state law regarding production, quality control, maintenance, receiving, and shipping. Responsibilities also include recruiting, hiring and training cultivation personnel. The Cultivation Manager shall work closely with the Quality Assurance staff to ensure the purity and quality of all marijuana cultivated for manufacturing purposes.

In addition the Cultivation Manager will be responsible for purchasing materials used in daily operations. This team member will work closely with the manufacturing team to oversee GAP increase productivity and profitability within the production operation. This person must be trained and have at least 3 years of experience including best practices in both managerial and GAP platforms.

Propagation Specialist: Propagation Specialists report to the Cultivation Manager and maintain plant inventory through propagation techniques. Propagation Specialists must maintain all crop records and apply GAP procedures in all plant care procedures. This team member works closely with other team members to ensure proper plant production schedules. These employees must receive GAP training and have at least 1 year of experience in horticulture or agriculture.

Vegetative Growth Specialists: Vegetative Growth Specialists report to the Cultivation Manager and maintain crops through the vegetative phase of growth. Vegetative Growth Specialists must maintain all crop records and apply GAP procedures in all plant care procedures. This team member works closely with other team members to ensure proper plant production schedules. These employees must receive GAP training and have at least 2 years of experience in horticulture or agriculture.

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Cultivation Specialists: Cultivation Specialists report to the Cultivation Manager. Cultivation Specialists will oversee the flowering phase of the cultivation process. Cultivation Specialists must maintain all crop records and apply GAP procedures in all plant care procedures. This team member works closely with other team members to ensure proper plant production schedules. These employees must receive GAP training and have at least 3 years of experience in horticulture or agriculture.

Harvest Technicians: Harvest Technicians report to the lead Cultivation Specialist. Harvest Technicians will harvest plants for further processing. Harvest Technicians must maintain all harvest records and apply GHP procedures in all handling activities. This team member works closely with the lead Cultivation Specialist to document and record the harvest. These employees must receive GHP training and do not require previous experience.

Maintenance Technicians: Maintenance Technicians report to the Cultivation Manager and respond to the needs of other team members. Maintenance Technicians must maintain all maintenance records and perform all sanitation activities in accordance with GAP. This team member works closely with the Director of Facilities. These employees must receive GAP training and do not require previous experience.

Manufacturing

Director of Manufacturing: The Director of Manufacturing reports to Chief Operating Officer. The Director of Manufacturing is responsible for supervision of all phases of manufacturing operations including: regulatory compliance to New York Medical Marijuana state law regarding production, quality control, maintenance, receiving, and shipping. Responsibilities also include recruiting, hiring, and training manufacturing personnel. The Director of Manufacturing will randomly select forms and send them to the external testing facility.

In addition, the Director of Manufacturing will be responsible for annual budget planning and execution. This team member will work closely with the production team to oversee cGMP increase productivity and profitability within the manufacturing operation. This person will be trained and have at least seven years of experience, including best practices in both managerial and production platforms.

Production Manager: The Production Manager reports to the Director of Manufacturing. The Production Manager will work oversee all phases of manufacturing, packaging, and labeling,

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and will support the QA teams. The Production Manager will plan, organize, and control production in the organization to ensure cGMP and that goods are produced efficiently, on time, within budget, and to standard.

Production Technician: The Production Technician reports to the Production Manager. The Production Technician will provide direct assistance to the manufacturing process of whole plant extraction for medical marijuana products.

Packaging and Labeling Technician: The Packaging and Labeling Technician will report to the Director of Manufacturing. The position's primary focus it to ensure proper packaging and labeling of medical marijuana products. The Packaging and Labeling Technician is responsible for weighing, counting, ensuring accurate labeling, and packaging of all medical marijuana forms.

Science

Director of Science: The Director of Science reports directly to the Chief Operating Officer. The Director of Science is responsible for supervision of all phases of manufacturing of medical marijuana brands including: regulatory compliance to New York Medical Marijuana state law regarding manufacturing, quality control, lab testing, and product safety of medical marijuana brands. The Director will be proficient in medical marijuana science including: extraction methodology, medicine production and research, and development of new/existing products.

Internal Testing Specialist: The Internal Testing Specialist reports directly to the Director of Science. The Internal Testing Specialist is responsible for coordinating internal medical marijuana testing during the curing phase, CO2 oil production phase, dosing phase as directed by the QA Specialist, and when product forms are in the holding stage after packaging and labeling. The Internal Testing Specialist will work will all members of the science team to ensure form brand ratios are consistent.

Analytic Specialist: The Analytic Specialist reports directly to the Director of Science. The Analytic Specialist is responsible for formulating and coordinating all research and development programs, introducing new products and processes into overall company strategy, and making recommendations for the improvement and cost reduction of existing products and processes.

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Genetics Specialist: The Genetics Specialist reports to the Director of Science. The role of the Genetics Specialist is to work closely with the Director of Cultivation in determining strain identification and development. The Genetic Specialist will have experience with DNA isolation methods and DNA processing for identification. The Genetics Specialist will work as part of a team with the cultivation team, Analytic Specialist, and the Director of Science.

Extraction Specialist: The Extraction Specialist reports directly to the Director of Science. The Extraction Specialist's main focus is to perform extraction techniques on marijuana plants to be used for dosing medical marijuana products. The Extraction Specialist will work as part of a team along with Analytic, QA, and Processing Specialists.

Processing Specialist: The Processing Specialist reports to Extraction Specialist. The Processing Specialist's main focus is to perform practical, hands-on laboratory assistance in the processing and purification of CO2 oil for medical marijuana products. The Processing Specialist will work as part of a team along with Extraction, Analytic, and QA Specialists.

Quality Assurance

Quality Assurance Specialists: The Quality Assurance Specialist reports to the Director of Quality Assurance. The Quality Assurance Specialist is responsible for ensuring that the infused medical marijuana products meet the standards of quality including reliability, usability, safety, packaging, labeling, and performance. This position is part of the manufacturing team and has dotted line responsibility to the both the Director of Science and the Director of Manufacturing.

Employee Policies

Hygiene

The manufacture of products in accordance with cGMP requires that employees engaged in the manufacture, processing, packing, or holding of medical marijuana products wear clean clothing or issued uniform appropriate for the duties they perform. Protective apparel, such as head, face, hand and arm coverings, will be provided to Bloomfield employees and worn as necessary to protect products from contamination. Employees will be trained and required to practice good sanitation and health habits.

Any employee that demonstrates apparent illness or open lesions that may adversely affect the safety or quality of a product will be excluded from direct contact with components, product

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containers, closures, in-process materials and finished products. All personnel will be instructed to inform their supervisor of any health conditions that may have an adverse effect on a product. The company's management will be trained in identifying illnesses.

Safety

Bloomfield Industries values employee and patient security and safety above all other operating principles. As a producer of medical marijuana products, our company is responsible for distributing uncontaminated, effective, consistent, and safe medical marijuana products to qualified patients. The Directors of Cultivation, Manufacturing, and Quality Assurance are responsible for the development and implementation of policies and procedures that adopt the safety of all our stakeholders as the foremost concern.

Each Director will identify and mitigate department-specific safety considerations. Cultivation facilities have a high risk for electrical hazards, low-toxicity pesticide, and mold contamination. The Directors, in coordination with the Director of Facilities, will schedule regular infrastructure and equipment maintenance in order to reduce fire risk and other potential hazards. Other than electrical hazards, few exposures in a cultivation facility are expected to cause significant exposure risks. All manufacturing employees will receive function specific safety training and comply with all documented safety policies and procedures as a condition of employment.

Emergency Preparation

The Director of Cultivation will post and maintain an emergency contact list in several areas of the facility. All cultivation employees will be properly trained in department specific Incident Response. Material Data Safety Sheets (MDSS) for all chemicals used in the cultivation facility will be organized, accessible to all cultivation employees, and placed available for review by any employee or visitor.

Fire Safety

Flammable materials will be stored in a fire locker and properly labeled for first responder identification. All areas of egress will be properly signed in accordance with NFPA 704 standards. Our facility will comply with all local fire codes. Fire extinguishers will be maintained annually. All cultivation employees will be properly trained in fire prevention and mitigation measures.

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Personal Protective Equipment (PPE)

The Director of Cultivation will implement and maintain the PPE program. The program will be compliant with OHSA and EPA standards and address:

- Hazards present;
- Selection, maintenance, and use of PPE;
- Training; and
- Monitoring.

Cultivation employees will be provided appropriate personal protective equipment and training, and will be trained in decontamination procedures. Standard PPE required for all cultivation employees includes:

- Accessible eye wash stations with sufficient quantities of potable water.
- Uniforms with some level of fire resistance.
- Chemical resistant gloves.
- Boots with water resistance and slip protection.
- N-95 or P-100 disposable respirators.
- A full-face air-purifying respirator with a minimum of a P-100 filter, fitted by a qualified professional, is required for employees with beards or performing substance spray applications.
- Tyvex coveralls for employees performing substance spray applications.

Chemical Spill Response

All cultivation employees will be appropriately trained on spill response. Every employee is responsible for participating in spill response activities. A fully stocked spill kit will be maintained in the cultivation facilities. Areas with high spill risk will be stocked with a mobile spill kit for immediate mitigation.

Safety and Protective Equipment

Employees are required to wear protective clothing and equipment as indicated by their department's safe work procedures. These procedures will specifically indicate when, where and what types of equipment are to be worn. The Director of Manufacturing will perform risk assessments of all activities. The assessment will evaluate the types of equipment and clothing

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that protect against damage to eyesight or hearing, dust or chemical inhalation or ingestion, skin or bodily exposure to caustic or toxic chemicals, and falling objects,

Workplace Safety Training

Operating unit managers will include workplace safety training for new employees with annual updates. This general safety training will include a review of:

- Personnel accident reporting and investigation policies
- Fire prevention and response plans
- Materials handling and hazard communications policies, including maintenance of material safety data sheets (MSDS)
- Personal protective equipment policies.
- Emergency contacts.

Employee Training

Bloomfield Industries employees will receive internal and on the job training conducted by qualified individuals in cGMP, sanitation and hygiene, and in the company's SOPs related to their job duties. Training will be performed on an ongoing basis to ensure all employees are familiar and competent with the specific procedures and practices related to their operating unit. cGMP Quality Systems require a written record documenting the completed individual training procedures will be signed by the participants and trainer during each training session. This training record will include:

- Evaluation of training needs
- Evaluation of effectiveness of training
- Documentation of training and/or re-training

The Chief Executive Officer will ensure the staffing plan and training requirements are sufficient for the needs of the company. All employees will be trained in accordance with the staff training plan approved for their job function. All Bloomfield employees will receive regular security, anti-diversion, and safety training.

All employees regardless of function will receive comprehensive training prior to working in the facility or handling marijuana. Training programs will be tailored to the roles and responsibilities

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of the job function of each employee. At a minimum, employees will receive eight hours of on-going training annually. Training will cover at a minimum:

- Local, state, and federal marijuana laws
- Medical marijuana efficacy and recent research
- cGMP and Quality Systems protocols
- Personnel, product, and premise security
- Record keeping and regulatory responsibilities

Oversight

Each unit Director is ultimately responsible for all staff in their respective unit. Each Director will be familiar with the layout and technical specifications of the facility, all equipment utilized, and able to perform and train others to perform all activities necessary in the facility. Bloomfield Industries is dedicated to training all employees to excel in their position through on-the-job training and classroom learning opportunities. Third-party training will be provided when determined to be beneficial by the Director and may include training on personnel safety, food safety, GMP, good agricultural practice, and other management practices.

All employees will receive employee manuals prior to employment. The employee manual provides in-depth training for cultivation policies and procedures. Each unit Director is responsible for ensuring that each employee has received, read, and acknowledged their understanding of the material covered in the employee manual. All manufacturing employees will be trained by their unit Director and will be required to continually demonstrate a working knowledge of training materials as a condition of employment. All employees are required to have a working knowledge of all production standards established by their Directors for medical marijuana production.

Any changes to the cultivation SOPs will be communicated to all manufacturing facility employees and an acknowledgement of understanding will be documented for each employee. Training on SOP changes will be provided as necessary. Bloomfield Industries is dedicated to training all employees to excel in their position. It is company policy to ensure that all employees receive professional and appropriate training on compliance with state law, the therapeutic use of medical marijuana, safety, security, incident management, and diversion and theft prevention. No employee may work on-site prior to receiving orientation training or when any required critical training is past due.

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Cultivation Operations

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General Operations

Bloomfield Industries values employee and patient safety above all other operating principles. As a producer of medical marijuana products, the company and all of our employees are responsible for distributing uncontaminated and safe medical marijuana products to qualified patients. Managers responsible for development and implementation of policies and procedures will ensure that the safety of our stakeholders is the first concern addressed in every policy and procedure. In addition to our top-level commitments to employee and product safety, the company is committed to:

- Utilizing federally exempt pesticides only as a final measure.
- Basing cultivation decisions on experience and accepted science.
- Implementing sustainable cultivation practices whenever possible.

Bloomfield Industries' policies and procedures have been developed to:

- Produce consistent and predictable yields.
- Facilitate necessary employee communication in the facility.

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- Provide valuable operating information and data for management.
- Create fully compliant, yet efficient operations.
- Provide transparent information on methods and products used in cultivation for patients.
- Balance expenses with the necessity and benefits of policies and procedures and regulatory compliance.

Bloomfield Industries' operations are subject to multiple laws and regulations. The Director of Cultivation will ensure that all applicable laws and regulations are followed in the operation. Oversight of the company's cultivation operations is primarily assigned to the Commissioner of Health by Section 3369-a of the Public Health Law and Title 10, Chapter XIII, Part 1004 of the Official Compilation of Codes, Rules and Regulations of the State of New York. In addition, the company's cultivation operations are subject to or have voluntarily adopted the following laws and regulations:

- Good Manufacturing Practice, Article 17 of the Agriculture and Markets Law, Part 261, Title 1 of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- Integrated Pest Management Program, Article 11 of the Agriculture and Markets Law, Part 148 of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- 40 CFR 141.63, Maximum contaminant levels (MCLs) for microbiological contaminants.
- OSHA (29 CFR 1928.110), FDA Title 21 CFR 110. See also New York Department of Health rule, NY Environmental Health and Food Protection Subpart 14-1 requirements for sanitary facilities.
- Department of Health regulations in PHL §3365(9) and the USDA GAP regarding fertilizer usage, storage, and testing.
- NY Public Health Law Section 3365(9) §1004.11.
- Good Manufacturing Practices (GMPs) as set forth in 21 CFR 110.37(a) and 110.80(a)(1).
- Only sanitizing products, defined in 21 C.F.R. § 178.1010 and registered by the EPA and the Department.
- NY Environmental Health and Food Protection Subpart 14-1.
- All applicable employment laws in the State of New York.

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Cultivation Standard Operating Procedures

The Director of Cultivation will update the cultivation Standard Operating Procedures ("SOPs") when Department regulations are added or revised and when industry best practice dictates a revision. SOPs will contain description of practices and procedures required, including the frequency with which they will be performed will be developed, implemented, and maintained herein including:

- A list of each substance to be used as a production or handling input, indicating its composition, source, location(s) where it will be used, and documentation of commercial availability, as applicable. This list will be maintained by the Director of Cultivation electronically in the crop management system;
- A description of the monitoring practices and procedures to be performed and maintained, including the frequency with which they will be performed, to verify that the plan is effectively implemented; and
- A description of the recordkeeping system implemented to comply with the requirements established.

The Director of Cultivation will designate a small procedure variance team. This team is responsible for assessing the impact of any variation of procedure. This measure is to ensure a thorough decision-making process was executed before a change in procedure occurs. It is the policy of the company that the team meets and discusses the implementation and assesses the impact of any potential change in procedure before the procedure is authorized by the Director of Cultivation. The Director will be notified of any variance from the published protocol and the change will be recorded in the procedure variance log in the crop management system.

Cultivation Training

All cultivation employees will receive training on the methods and products used in the operation. The Director of Cultivation will ensure that prior to beginning work in the cultivation facility, employees receive full training on:

- The methods of cultivation used by the cultivation facility;
- The methods of fertilization used by the cultivation facility;

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- Methods for recognizing the signs of insect infestation, pathogens and disease in marijuana plants and the procedures for eradication and the safe disposal of plants so affected;
- The nutritional requirements of marijuana plants at various growth stages, including, without limitation, proper mixing and dispersal of fertilizer, flushing procedures and procedures for postharvest trimming, drying and curing; and
- The safe handling of equipment, including, without limitation, high-intensity discharge lamps, electrical ballasts, pumps, fans, cutting implements and other equipment for cultivation.

The Director of Cultivation with oversight by the Chief Operating Officer will approve third-party training and certifications for cultivation staff. Training and audit programs authorized for use by management at this time include:

- New York Center for Agricultural Medicine & Health (NYCAMH) On-Farm Safety Surveys and Trainings
- Cornell University College of Agriculture and Life Science's LEAD New York (for management personnel)
- Food Safety Courses provided by an approved course provider. Approved providers are list on the Department of Agriculture and Markets website: http://www.agriculture.ny.gov/FS/FSCourse.html
- Food Industry Alliance (FIA) of New York State, Inc. State Food Safety Certification Program
- International Food Protection Training Institute: FDA Pest Control in Food Establishments, Plumbing Controls for Commercial Food Establishments, and HACCP trainings

BMP/GAP/GCP/GHP

Bloomfield Industries is dedicated to the purity and safety of its products. Best Management Practice ("BMP"), Good Agricultural Practice ("GAP"), Good Cultivation Practice ("GCP"), and Good Handling Practice ("GHP") will be used throughout the cultivation operation. Food safety protocols are adopted wherever applicable. Bloomfield Industries has adopted or adapted the use of several publications on BMP, GAP, and GHP. While the industry has not adopted a single standard for Good Cultivation Practice, Bloomfield Industries has adopted marijuana

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cultivation standards from the American Herbal Pharmacopeia and the American Herbal Products Association and adapted USDA Organic Standards and FDA standards to create a holistic crop management system specific to the cultivation of medical marijuana. Bloomfield Industries has adopted or adapted the use of following publications on BMP/GAP/GHP/GCP:

- An introduction to on-farm food safety practices, Canadian Federation of Agriculture.
- HACCP principles and application guidelines, National Advisory Committee on Microbiological Criteria for Foods.
- Guide to minimize microbial food safety hazards for fresh fruits and vegetables, Center for Food Safety and Applied Nutrition.
- Marijuana Cultivation Operations, American Herbal Products Association.
- A workbook on Greenhouse Gas Mitigation for Agricultural Managers, Government of Alberta, Canada, Agriculture, Food and Rural Development.

Cultivation of safe and effective crops encompasses a wide variety of holistic management practices. The Director of Cultivation will implement and maintain the company's Integrated Crop Management plan ensuring healthy crops and yields. All cultivation employees are responsible for management plant health care factors as directed by the Director of Cultivation, including:

- Plant selection and genetic diversity
- Environmental control and air quality
- Pest management
- Water application and quality
- Sanitation and hygiene
- Equipment maintenance
- Chemical applications
- Nutritional balance
- Early identification of deficiencies and toxicities

Best Management Practice (BMP)

BMP are methods or techniques found to be the most effective and practical means in achieving an objective while making the optimum use of the firm's resources. The collection of management practices used by the company including USDA Organic Standards, APHA's good

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cultivation practice, GAP, and GHP are part of the BMP plan. The Director of Cultivation is responsible for the implementation and supervisor of BMP protocols including:

1. Soils
    a. Soils will be managed properly.
    b. Bloomfield Industries will maintain or improve soil organic matter.
    c. The appropriate application of agrochemicals and fertilizers will be used to prevent soil contamination.
2. Crop production
    a. The Director of Cultivation will select appropriate cultivars or varieties responsive to cultivation practices and patient needs.
    b. Crop sequences will be developed for the optimal use of labor and equipment.
    c. Employees will apply fertilizers in a balanced fashion.
    d. Recycling of crop and other organic residues will be implemented whenever possible.
3. Crop protection
    a. The Director of Cultivation will use resistant cultivars and maximize biological prevention of pests and diseases.
4. Harvest and on-farm processing and storage
    a. Marijuana will only be harvested following relevant pre-harvest intervals and withholding periods.
    b. Bloomfield Industries will ensure clean and safe handling for processing of products through its quality assurance unit.
    c. All marijuana will be stored under hygienic and appropriate environmental conditions.
    d. Medical marijuana packaged for transfer from cultivation areas will be in appropriate and clean containers.
    e. Detailed records regarding harvest, storage, and processing will be maintained.
5. Energy and waste management
    a. The Director of Cultivation will establish input-output plans for energy, nutrients, and agrochemicals to ensure efficient use and safe disposal.

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b. Energy saving practices, buildings, and machinery will be implemented throughout the operations.
c. Bloomfield Industries will recycle organic wastes and inorganic material as allowed by law.
d. The operation will minimize non-usable wastes.
e. All fertilizers and agrochemicals will be securely stored.
f. Bloomfield Industries will maintain records of energy use, storage, and disposal.

6. Human welfare, health and safety
    a. The Director of Cultivation will manage cultivation practices to achieve an optimum balance between economic, environmental, and social goals.
    b. All employees shall be provided with employment that provides adequate household income and food security.
    c. All employees will be fully trained in the safe and efficient use of chemicals, tools, and machinery.

Environmental Controls

Bloomfield Industries cultivates marijuana in a controlled environment. Controlled environments:

- Mitigate seasonal limitations and provides sanitary operations.
- Constrain unintended female pollination.
- Allows optimal cultivation conditions and maximization of cannabinoid content.

The Director of Cultivation is responsible for daily monitoring of environmental factors. The closed environment is slightly pressurized. All cultivation areas will be equipped with stand-alone environmental monitoring systems and any abnormal condition will be addressed immediately including, but not limited to:

- Temperatures
- Relative humidity
- Carbon dioxide
- Bulb readings indicating necessary bulb replacement or bulb failure
- Water spills

Any environmental monitoring and control equipment installed in the cultivation facility will be approved by the Director of Cultivation, and at a minimum:

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- Use a type 3 chemical detector capable of detecting carbon monoxide, low oxygen, and explosive environments;
- Provide twenty-four hour monitoring, text alerts and audible alarms;
- Contain a supplemental power source that provides twenty-four hours of operation; and
- Record and store at least thirty days of recordings including:
    - Light readings;
    - Temperature;
    - Humidity; and
    - Carbon dioxide levels.

HVAC systems will be maintained monthly in accordance with manufacturer recommendations and temperatures monitored daily. Cultivation areas will have properly balanced ventilation systems. All intake fans will be equipped with UV and insect filters maintained in accordance with manufacturer recommendations and dehumidifier equipment will be installed and maintained as necessary.

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In addition to these responsibilities, the Director of Cultivation is responsible for ensuring that all employees and employees are thoroughly trained on how to identify CO2 poisoning, for both plants and humans, and how to respond appropriately to both of these situations.

The Director of Cultivation will ensure the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required. Odor control equipment will employ activated carbon filtration and be serviced according to manufacturer's

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recommendations. All environmental control adjustments and maintenance records will be entered in the crop management system and maintain for a period of no less than five years.

Hygiene and Sanitation

The Director of Cultivation will monitor the health of all employees. The Director of Cultivation will follow the Infected Food Handler Guidelines issued by the NY Department of Agriculture and Markets. In the event the Director of Cultivation believes an employee responsible for the handling of marijuana or components is ill, they will terminate the employee's shift immediately. If upon return to work, the Director of Cultivation still suspects the employee is ill, he or she will require the employee to obtain a physician's release to return to work in the facility.

General Plant Care

The Director of Cultivation will be responsible for the implementation and maintenance of all plant care activities including:

- Plant selection and genetic diversity
- Environmental control and air quality
- Pest management
- Water application and quality
- Sanitation and hygiene
- Equipment maintenance
- Chemical applications
- Nutritional balance
- Early identification of deficiencies and toxicities

The Director of Cultivation will implement a Plant Health Care Checklist as a guideline for environmental awareness and general operating procedures. The Director of Cultivation will assign responsibility of tasks, determine frequency, and monitor performance. The items to be monitored include the following.

- Facility and maintenance
- Sanitation and hygiene
- Environmental control
- Cultivation area sanitation and plant spacing

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- Equipment and tool maintenance
- Strain selection
- Plant care and health
- Integrated pest management

Propagation Materials

All propagation material will be properly identified by genus, species, variety, and chemotype. The Director of Cultivation will ensure that all plants are traceable to origin, and are free of pests and disease. To reduce the occurrence of male plants, which causes seed fertilization, cutting of female (or mother) plants will be the primary method of propagation of the company. Mother plants will be selected by observing which appear to be the healthiest and strongest plants. In addition, plants expressing a lack of chlorophyll through a yellow coloring will not be considered for propagation. The Director of Cultivation will ensure that the presence of male plants and different species, strains, or different plant parts are monitored and removed if present during the entire production process (propagation, cultivation, harvest, drying and packaging).

It is the company policy to enforce strict sanitation standards throughout all operations including propagation. Young plants are more susceptible to pests and disease and require additional prevention measures. The Director of Cultivation is responsible for ensuring that preparation procedures are followed prior to propagation, and that the workspace involving propagation is sanitized before and after each propagation task.

The Director of Cultivation in coordination with the Chief Medical Officer and Director of Manufacturing will determine the mix of strains to be cultivated. The following items will be considered when determining strain selection:

- The availability of the strain;
- Medicinal benefits;
- Other strains currently in production;
- Average yield;
- Length of cultivation cycle;
- Patient demand;
- Amount of plant material and quality available for extraction; and
- Difficulty of processing.

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Cultivation employees who propagate marijuana plants from seed, cutting, tissue culture, or any other means will keep accurate records to be entered into the inventory management system. Records will accurately identify and record the seeds or vegetative planting stock as to genus and species, and to subspecies, variety, cultivar, and/or hybrid if applicable.

Bloomfield Industries will primarily propagate through taking cuttings, or "clones" from mother plants. Cuttings will be taken from mother plants in the vegetative stage only. The R&D lab may implement tissue culture procedures in coordination with the Director of Cultivation. Employees responsible for cutting and transferring clones will be thoroughly trained on how to assess mother plants as well as cut and transfer clones using methods outlined by the company. Training will include the following items:

- Assessing and selecting mother plants;
- Preparation for cutting clones;
- Procedure for cutting clones, including root hormone applications;
- Transplanting clones; and
- Clone care, organization, and tracking.

Crop and Supply Management

The mission of the company is to provide consistent and effective medical marijuana products to our patients. The Director of Cultivation, in coordination with the Director of Manufacturing and Chief Operating Officer, will receive demand estimates from the dispensary operations and determine the next quarter's production supply to meet or exceed the demand. In addition to demand, the dispensary operation will report on strain selection to meet or exceed patient expectations and requests.

- When implementing cultivation procedures, the Director of Cultivation will consider the impact on consistency, quality, and efficacy.
- A regular harvest cycle will be maintained to ensure consistent supply, maximize efficiency, and allow for effective plant management techniques.
- The Director of Cultivation will coordinate with the Chief Medical Officer regularly to determine the appropriate level of production anticipating patient needs.
- The Director of Cultivation will develop production schedules that maximize yield and variety in each harvest cycle.

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- The Director of Cultivation will maintain sufficient records to track, monitor, and make reasonable judgments about the effectiveness of crop management methods implemented.
- The Director of Cultivation will report the effectiveness of any change in cultivation procedures to the Chief Operating Officer with a detailed analysis of the change in relation to the following items:
    - Cost
    - Yield
    - Efficiency
    - Employee safety
    - Required training
    - Potency
    - Other test results
    - Feedback from users

Water Quality

Bloomfield Industries recognizes the limited water resources that exist. Water conservation is a primary goal of our operations. The Director of Cultivation will test the water source quarterly, after any unusual natural event (flooding), and when PPM/pH readings change significantly. Testing will identify pathogenic microbes that may be present in water supplies (e.g., E-coli and other coliforms), heavy metals, pesticide residues, or other contaminants. All water used in the facility will, at a minimum, meet Human Health Standards for water quality. The following steps will be implemented to ensure water quality:

- All employees will be trained on the proper handling and storage of water with a focus on avoiding contamination.
- Water and nutrient solutions will not sit in the open environment for longer than four hours. If agitation and aeration pumps are used in holding containers it may sit in the open environment for no longer than twenty fours.
- No nutrient solutions will be disposed into a public drain without confirming the disposal is in accordance with applicable laws and regulations and in accordance with the manufacturer's recommendations.
- All water equipment including nozzles and hoses will be sanitized regularly.

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- Only highly trained employees will be responsible for irrigation. Marijuana has a low crop coefficient and will typically require approximately five gallons per 45 square feet.
- Plants will be grouped by strains for watering efficiency.
- Irrigation equipment will be professionally maintained per the manufacturer's recommendations. Any parts that may be a source of contamination will be cleaned and replaced as often as needed.
- If plants are flooded or root balls remain in high moisture, careful inspection for Pythium induced root rot will be performed regularly.
- Employees will check for signs of water quality changes daily including:
    - Build-up of lime scale indicating high calcium and magnesium or sulfate.
    - Red and black particles and stained fixtures indicating high iron or manganese.
    - Salty taste indicating increased levels of chloride.
    - A rotten odor and tarnished copper indicating sulfides.
- All watering activities, including water source, water volume, which plants, and when will be documented daily.

Fertilizer and Soil/Media Management

The Director of Cultivation will implement procedures to maintain or improve soil/media organic matter content in a manner that does not contribute to contamination of crops, soil, or water by plant nutrients, pathogenic organisms, heavy metals, or residues of prohibited substances. Soil and media temperatures will be maintained below 95^{0}F at all times to prevent root rot. The Director of Cultivation may utilize any type of media that is safe for cultivation. The Director of Cultivation will consider the following when selecting plant media:

- Cleanliness
- Saturation rate
- Uniformity
- Availability
- Cost and cost of nutrient required

The Director of Cultivation may implement fertilization methods appropriate for each crop including hand application, ebb and flow systems, and injection systems. Generally, small fertilizer doses will be applied to crops over a determined period of time to avoid over-feeding and burning of the leaves. The Director of Cultivation will only utilize fertilizers that are rated

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food or pure quality. Nutrient solutions, compost teas, and other substance mixtures applied to plants will be prepared by the Director of Cultivation or a designated, highly trained employee. Each compost purchase or collection will be recorded in the crop management system. Each mixture will be recorded in the system and assigned and labeled with an identification number for application records.

The following checklist will be implemented by the Director of Cultivation for all fertilizer/nutrients utilized:

- Ensure that only properly trained personnel with appropriate PPE apply crop fertilizers under the direction of the Director of Cultivation.
- Never leave spray tanks unattended and ensure they are emptied and stored after each shift.
- Prepare or oversee the preparation of fertilizer solutions.
- Thoroughly clean and decontaminate all mixing areas after each mixing operation.
- Apply fertilizers at a sufficiently early phase in the crop's cycle to allow for an appropriate interval between application and harvest. This practice assures that the fertilizer has fully broken down before the crop is harvested.
- Document any sources of information on fertilizer half-life determinations in the crop management system.
- Apply water-soluble foliar fertilizers within twenty-four hours of preparation. Such prompt use may optimize effectiveness of the application and prevent microbial contamination of the solution.
- Ensure that water used for mixing any soluble fertilizer meets all established criteria for agricultural irrigation water.
- Aerate and agitate mixtures in accordance with manufacturer instructions. Pumps will be maintained as necessary and replaced every six months.
- Test all solutions prior to application for pH/TDS/EC prior to each application. Apply fertilizers in a manner that does not contribute to contamination of water.
- Turn off all fans for foliar applications and maintain the ambient temperature in the cultivation area between 59 to 70°F during fertilization operations.
- Clean all equipment and containers used to hold fertilizer solutions using a triple-rinse protocol.
- Apply compost teas and compost materials properly to avoid positive coliform results.

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- Cultivation employees who apply compost will be properly trained in safe application to prevent contamination of the plant foliage.

Media Handling

The Director of Cultivation is responsible for overseeing all transplants and media handling during transplants. The following items will be taken into considerations for each transplanting activity:

- Never transplant plants into dry media, and never transplant a dry rootball into media, no matter how wet the media is.
- Gently break up compacted bales of soilless media, or "fluff", prior to transplanting.
- Avoid compacting containers or media. Containers will be lightly filled with the excess media brushed off the top. Do not stack containers.
- Add water to any peat-based media mixes before filling plug trays or pots. This will help to create more aeration. Allow the media to sit overnight after wetting so the pH can begin to adjust itself into a desired range. Failure to do this can result in low pH environments that can impact yield.
- Test the media pH, electrical conductivity, and wet ability before use.
- When transplanting, place a small amount of the moistened media in the bottom and shape around the sides of the container. Place the plant at a level it was formerly at.
- When the plant has been transplanted, gently fill in the sides and any air pockets with media.
- The following day, observe and correct any air pockets with moistened media after the second irrigation.

Spray and Feeding Protocols

All crop applications will follow established spraying and feeding protocols established by the Director of Cultivation. Current protocols are detailed in the company training guidelines found in the Standard Operating Procedures in Section 6 of this Attachment. Any variance from the published protocol will be recorded in the procedure variance log in the crop management system. Records of published protocols will be maintained for thirty-six months at a minimum. The protocol will detail for each strain in production:

- Product to be applied

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- Reason for application
- Method of application
- Frequency of application
- Next scheduled date of application
- Employee responsible for next application
- Status of lights, HVAC, and air circulation during application (i.e., lights on, HVAC off, and fans off)
- PPE required for application (i.e., mask required, Tyvex suit optional)
- Restrictions preventing application (i.e., do not apply within four hours of any foliar application)
- Life Cycle Stage restrictions - (i.e., apply in vegetative state only or may be applied in all stages).
- Re-entry intervals
- Posting requirements
- Other precautions (i.e. cover medium)

Integrated Pest Management ("IPM")

The goal of integrated pest management (IPM) is to apply a combination of control methods to prevent, reduce, or maintain pest populations at non-damaging levels. The following items will be considered by the Director of Cultivation when developing the IPM program:

- Current status of infestation
- Regulatory considerations
- Public perception
- Pest and crop life-cycle stage
- Location
- Size
- Density
- Potential to spread
- Environmental impacts
- Previous results of measures
- Measurability

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A summary of pest identification, prevention and treatments are explained below.

- Organic pesticides will only be used as a last resort.
- The Director of Cultivation will implement and monitor IPM practices to predict potential levels of crop damage, mitigate risk, and control pests.
- Early identification of pest infections is crucial. Each cultivation employee will be trained on and responsible for plant inspection and identification.
- A variety of mechanical, physical, and biological controls will be implemented.

The Director of Cultivation may implement the use of appropriate biological controls including predatory wasps and mites and nematodes, lacewings, ladybugs, pirate bugs, and others for preventative or mitigation purposes. The use of biologicals will be limited to recognized and effective applications.

The Director of Cultivation may implement any practice allowed by the USDA Organic Standards. Regular IPM practices include, but are not limited to:

- Daily monitoring of pest populations;
- Removal of pest habitat, food sources, and breeding areas;
- Utilization of verified “pest-free” supplies;
- Prevention of access to handling facilities;
- Management of environmental factors, such as temperature, light, humidity, atmosphere, and air circulation, to prevent pest reproduction;
- Disposition of infected crops; and
- Evaluation of the cost or prevention in relation to yield and quality improvements.

Pesticides include rodenticides, insecticides, bacteria/fungi (beneficial), herbicides, arachnicides, miticides, molluscicides, nematocides, growth regulators and others. All pesticide applications will be compliant with:

- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)
- Superfund Amendments Reauthorization Act (SARA)
- Community Right to Know Act (EPCRA)
- Occupational, Safety and Health Act (OSHA)
- State and local laws

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Application and storage of pest control products will be in accordance with label recommendations and all regulations. Poisonous or toxic materials, including but not limited to insecticides, rodenticides, detergents, sanitizers, caustics, acids and related cleaning compounds must be stored in a separate area from the marijuana and medical marijuana products in prominently and distinctly labeled containers. If pesticides, herbicides, insecticides, or fungicides, whether from natural or synthetic sources, are used on a crop, only cultivation employees trained by a third-party as a Certified Applicator will apply these at the labeled minimum effective rates.

Disease Management

Acceptable methods of disease management are determined by the Director of Cultivation and include, but are not limited to:

- Soil, media, and crop nutrient management practices contained herein.
- Sanitation measures to remove disease vectors and habitat for pest organisms.
- Cultural practices that enhance crop health, including selection of plant species and varieties with regard to suitability to site-specific conditions and resistance to prevalent pests, weeds, and diseases.
- Pest problems controlled through mechanical or physical methods including but not limited to:
    - Augmentation or introduction of predators or parasites of the pest species;
    - Development of habitat for natural enemies of pests; and
    - Controls such as lures, traps, and repellents.
- Disease problems controlled through:
    - Practices which suppress the spread of disease organisms; or
    - Application of biological, botanical, or mineral inputs.

Good Handling Practice and Processing Procedures

The Director of Cultivation, in coordination with the Inventory Manager, will develop, implement, and maintain handling and storage measures that prevent spoilage, molding and other damage to the crop while preparing it for manufacturing and distribution. The Director of Cultivation in coordination with the Inventory Manager will develop, implement, and maintain processing practices that protect crops from contamination and maintain the quality of the marijuana.

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Only trained cultivation employees under the direct supervision of the Director of Cultivation or Inventory Manager may perform processing operations. The Inventory Manager or designee is responsible for verifying all processing data including batch numbers, yields, waste weight, etc.

Processing refers to the management of the plant throughout harvesting and trimming activities. The Director of Cultivation will schedule harvests with the Inventory Manager when the crops are in a condition that will result in a harvest that meets demand and quality requirements:

- Factors including the life-cycle stage of the plants and measured constituent levels (obtained from pre-harvest testing) will be considered, if applicable.
- Harvest operations will take place early in the lighting sequence whenever possible for optimal essential oil preservation.
- All marijuana will be processed in a safe and sanitary manner. Processed marijuana plants will be:
    - Well cured and free of seeds and stems;
    - Free of dirt, sand, debris and other foreign matter;
    - Free of contamination by mold, rot, other fungus, and bacterial diseases;
    - Prepared and handled on food-grade stainless steel tables; and
    - Packaged in a secure area under surveillance.

All processing operations will be performed in limited access areas with full surveillance camera coverage in accordance with security policies and procedures. During processing operations, crops will be protected from:

- Contaminant or defective equipment;
- Moisture during harvest, handling, and storage to minimize growth of yeasts and molds; and
- Contact with rodents, insects, and other pests to prevent contamination.

During harvest operations crops will be moved to the trim area as soon as possible after harvest to prevent degradation of the crop. Harvest containers will be maintained at levels so that no compacting of harvested marijuana occurs. Extensive recordkeeping is required for all processing activities including harvest and processing. Harvest records, at a minimum, will include:

- The quantity of the harvest;

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- Dates of planting and of harvest;
- A precise description of the cultivation site;
- The life cycle stage of the crop at the time of harvest;
- Relevant crop conditions throughout its cultivation; and
- Beginning and ending processing weights of each batch.

Processing records will be logged in the crop processing log in the crop management system and at a minimum, will include:

- The identification of the facility area in which any processing operation was undertaken for each crop including relevant information about pest control plans and cleaning procedures for the area.
- A description of equipment used in all processing operations, describing the equipment used for each processing operation and information about equipment maintenance. Equipment information will be sufficient to demonstrate the condition of the equipment at each harvest.
- Relevant information to identify the water source for processing including logs and procedures will be sufficient to demonstrate the water quality at each harvest.
- A list of each employee working in each processing operation. Relevant information about employees including logs and procedures will be sufficient to also describe the steps that are taken to ensure worker safety and hygiene.
- Documentation of drying conditions and times; beginning and ending moisture content of each crop; and any additional information relevant to the drying process.
- Beginning and ending weights of each crop will be maintained in the inventory management system.
- The inventory records will reflect the specific identification of plants that were harvested for processing operations; the date of operations; the beginning and ending weights of each harvest; with sufficient detail to allow trace-back of any packaged lot to its specific cultivation history.
- The inventory management system will record transfer and transportation records, with sufficient detail to trace distribution of each crop, if necessary, throughout the chain of custody, from the cultivation facility to the patients(s) who receive(s) any portion of the crop.

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- Batch recordkeeping required:
    - The inventory manager will assign a lot/batch number or other identifying code generated by the inventory management control system to each batch harvested.
    - Final batches will not weigh more than twenty pounds for weight trim operations and five pounds for dry trim operations.
    - Batch identification numbers will remain with each harvest throughout processing.

Drying and Curing

The Director of Cultivation in coordination with the Inventory Manager is responsible for implementing and maintaining drying and curing practices that protect crops from contamination and maintain the quality of the marijuana.

- All drying/curing operations will be performed in limited access areas with full surveillance camera coverage in accordance with security policies and procedures.
- Drying/curing areas will be maintained to ensure that there is sufficient ventilation for airborne moisture to escape providing adequate air circulation throughout the drying area and sufficient odor mitigation.
- Harvested material will be placed on clean food-grade surfaces that afford adequate air circulation.
- If heaters or other sources of artificially generated heat are used in the drying operation, adequate ventilation of the heating equipment will be provided and only fuels that will not result in hazardous combustion emissions coming into contact with the crop and thereby contaminating the material will be utilized.
- If using mechanical drying equipment, such as belt, drum, rotary, or oven-tray dryers, all manufacturer instructions and established operating procedures will be followed to ensure that quality of the plant material is maintained.

Packaging, Labeling, and Storage

The Director of Cultivation, in coordination with the Inventory Manager, will develop, implement, and maintain packaging, labeling, and storage practices that prevent crop contamination, protect the quality of the marijuana, and properly identify all batches. The Director of Cultivation, in coordination with the Inventory Manager, will accurately identify and label all marijuana

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transferred to bulk storage containers. Packaging of bulk marijuana will be in food safe bags or containers approved by the Director of Cultivation. Labeling and packaging will comply with applicable laws and regulations.

The Director of Cultivation will approve and witness the transfer of marijuana from the drying/curing area to storage. Storage areas will have full surveillance camera coverage in accordance with security policies and procedures. Bulk packaged crops are to be stored in cool, dry areas away from direct sunlight and exterior walls and off the ground in containers that protect against excessive exposure to air, light, and moisture. Crops will not be stored in the same area with any non-crop items (i.e. cleaning supplies, nutrients, etc). The Director of Cultivation will verify the weights of all harvested crop prior to storage. Packaging and labeling of bulk stored marijuana for distribution to the manufacturing unit will take place under camera surveillance.

Cultivation Quality Assurance

The Director of Cultivation will develop, implement, and maintain sanitation and quality control practices that maintain the safety and quality of crops, including purity and consistency. All necessary precautions will be taken during the cultivation and processing of marijuana to prevent contamination of medical marijuana and packaging materials. The Director of Cultivation will establish surveillance schedules for each crop in cultivation. Detailed visual surveillance of each crop will be performed and documented weekly at a minimum. Cultivation employees performing surveillance will look for and record findings for the cultivation area assigned. The following items at a minimum will be included in surveillance operations:

- Signs of pest infestations
- Changes in biological colonies
- Mold and mildew
- Leaf and tip burn, discoloration, and spotting
- Changes in appearance of the media
- Changes in stalk density and branch elasticity

Regular in-house testing will be scheduled by the Director of Cultivation based on current operational needs and recorded in the crop management system. Tests that will be performed include:

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- Soil pH
- Nutrient pH, Total Dissolved Solids (TDS), and Electro-Conductivity (EC)
- Soil EC/pH testing using a saturated media extraction (1 part soil to 2 parts water filtered) or the leachate pour-through method
- Water Oxidation Reduction Potential (ORP)

All crops are to be inspected by two or more trained employees for all visible foreign matter and sub-standard material to be removed. These employees will also perform a visual microscopic and naked-eye inspection of each crop processed to determine:

- Organoleptic characteristics (color, texture and odor);
- Presentation of the material (raw, cut, crushed, compressed);
- The presence of admixtures, foreign matter (sand, glass particles, dirt), mold, or signs of decay;
- The presence of insects; and
- The presence of foreign material originating from poor or degraded containers.

Damaged and/or degraded plant material will be removed and disposed of with approval from the Director of Cultivation and in accordance with waste disposal policies and procedures.

The Director of Cultivation will maintain written procedures assigning responsibility for sanitation and describing in sufficient detail the cleaning schedules, methods, equipment, and materials to be used in cleaning the production area. Such written procedures will be followed, and records of cleaning and sanitation will be kept in the crop management system. UV sterilization door strips and dip tanks will be used in critical locations throughout the facility. Frequent hand-washing is necessary in all crop handling activities and will be enforced by the Director of Cultivation.

All marijuana waste from cultivation operations will be disposed of in accordance with waste disposal policies and procedures. All other cultivation waste will be stored and disposed of as to:

- Minimize the development of odors;
- Minimize the potential for waste to attract, harbor, or become a breeding place for pests;
- Protect against contamination of marijuana, contact surfaces, water supplies, and grounds surrounding the facility; and

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- Control hazardous waste to prevent contamination of marijuana, contact surfaces, water supplies, and grounds surrounding the facility.

Representative Sampling for Cultivation

Representative samples sufficient in size will be taken from each batch (each strain will be tested) by the quality assurance unit. Analytical samples will be taken in accordance with sampling and retention policies. Representative samples removed from cultivation inventory will be properly recorded in the inventory management system. Sample records will accurately reflect the origination of the sample to allow trace-back. Samples will be recorded in the inventory control system with the contents by:

- The plant name and identification;
- The date of harvest;
- The identification number; and
- Any other identifying information.

Samples will be stored separately from product inventories in a manner that maintains sample quality and identification.

Cultivation Monitoring and Recordkeeping

The Director of Cultivation will monitor the daily operations of the cultivation facility. Any practice or procedure that results in non-compliance, inefficiencies, or sub-standard medical marijuana products will be revised and the necessary retraining scheduled. The Chief Operating Officer will approve recommended procedural changes and obtain necessary Department approvals. Cultivation records will at a minimum:

- Fully disclose all activities and transactions of the cultivation operation in sufficient detail as to be readily understood and audited;
- Be maintained for no less than five years;
- Be sufficient to demonstrate compliance with applicable regulations; and
- Be made available for inspection and copying during normal business hours by authorized representatives of the business, law enforcement, and the Department.

Inventory records will include the quantity of marijuana at the cultivation facility including the number of plants being cultivated on a daily basis as outlined in the company's inventory

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policies and procedures. Disposal records will include the disposal method used for any marijuana that was cultivated but not transferred to the manufacturing unit for use in the production of medical marijuana products, including evidence of the disposal of the marijuana in accordance with waste disposal policies and procedures. The Director of Cultivation will assign data entry tasks to qualified and trained employees. Paper logs maintained by cultivation employees will be retained for sixty months.

Required cultivation documentation includes:

- Previous facility use records. Document the date, location, and identity of all materials applied in the facility during the past thirty-six months in order to establish the date of the last application of prohibited materials. Include all fertilizer and pest-management materials applied.
- Activity logs. All cultivation activities will be recorded in the inventory management system or log maintained in the cloud record system. Activities that will be recorded include, but are not limited to:
    - Planting/propagation;
    - Material applications including formulas and quantities and notation if manure is applied;
    - Pruning;
    - Pest monitoring and actions taken;
    - Harvest records and yields;
    - Crop destruction;
    - Procedure variances;
    - Storage and transfer records; and
    - Any unusual activities.
- Compost production records. For in-house composting, record the required information in the crop management system, including materials and quantities added, the estimated C/N ratio of the mixture, date and temperature, and the employee name each time the compost is turned.
- Propagation material logs. The identity and source of all propagation material, with sufficient specificity to ensure that the material conforms to all established standards and can be traced to its source. Make such records whether material is obtained from an off-site source or produced on-site.

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- Seed/planting stock records. Document any seed, cuttings, or planting stock used and document its origin. Record any seed treatments, coatings, or inoculants used.
- Fertilizer logs. All fertilizers used on each agricultural crop and, if applicable, steps taken to monitor manure- or compost-based fertilizers for undesirable microbial pathogens and to monitor water quality from sites where composts are produced or stored.
- Water source logs. Information about water sources and equipment used in irrigation systems, as well as records of all tests performed to monitor water supplies used in irrigation and any records that establish conformity to applicable irrigation regulations.
- Crop maintenance logs. Steps taken to protect and maintain crops, including, at a minimum, a record of all pesticides, herbicides, insecticides, or fungicides used on each crop.
- Harvest records. The harvest records of each crop will be recorded in the inventory management system including the harvest date, crop identification, strain name, initial yield, final yield, storage location, and batch identification.
- Processing logs. Processing records consisting of, at a minimum, the quantity of the harvest; dates of planting and of harvest; processing details, a precise description of the agricultural site; the life-stage of the crop at the time of harvest; and other relevant crop conditions throughout its cultivation.
- Crop disposition records. Record all crops removed from cultivation and processed as waste as outlined in the inventory and waste SOPs.
- Transfer records. Any transfer of crops from a production or storage location will be recorded in the inventory management system including date of transfer, responsible employee, second employee verification, batch identification, quantity, and receiving location in accordance with the inventory and waste SOPs.
- Equipment maintenance records. Record the date, equipment description, materials used, description of the cleaning or maintenance performed, and the responsible employee in the crop management system.

Manufacturing Operations

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Safety Protocols

Bloomfield's safety SOPs address both OSHA regulations and good laboratory practice. There are several key safety precautions necessary for extraction operations:

- The room must be well ventilated and separate from all other processes. The reactor itself will have a hood vent over the exit port so that the excess CO2 and volatile organic matter can be vented properly. The volatiles will be vented through a carbon column so that the emerging vented air will be clean and VOC free. The carbon cartridge will be replaced at quarterly intervals.
- The area will have a CO2 monitor as a safety precaution designed to sound when the level of CO2 in the room nears an unsafe level.
- Equipment safety features must be maintained so that in the event of a leak, pressure will no longer be maintained by the system and the pump will shut off. If the pressure were to exceed 5000 psi, the system would leak or the limit in the software would shut down the system. The pump will be maintained monthly with new seals and all maintenance events are recorded.

Packaging Operations

Bloomfield Industries will incorporate several elements related to packaging in order to meet cGMP requirements of the Quality System FDA regulation, which will be strictly controlled under the quality assurance program. Packaging protocols as defined by our SOPs detailed in Section 6 will ensure that packaging consistently meets the GMP master record requirements that control the packaging process.

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Requirements

The Director of Manufacturing is responsible for oversight of all manufacturing and packaging responsibilities, the most crucial of which include:

- Ensuring packaging and labeling personnel follow all requirements of the company's policies and procedures.
- Confirming all packaging forms and components are safe for use and meet applicable regulations. All medical marijuana products will be packaged in packaging that is:
- Child-resistant
- Tamper-proof/tamper-evident
- Resistant to light degradation

All multiple dose product packaging will include a re-sealable package design that minimizes oxygen exposure. The SOPs in Section 6 fully document all packaging and labeling operations to ensure the quality and purity of Bloomfield's products is maintained throughout the packaging process.

To manage compliance in labeling and packaging, Bloomfield Industries will use InstantGMP™ a 21 CFR Part 11, an electronic batch record software and SOP system that reinforces compliance with cGMP. InstantGMP has been selected to supplement BioTrack for manufacturing because GMP requirements are built into the software and SOPs are available with the system. These features are necessary to our operations and are not available in BioTrack. The system was developed by manufacturing experts at Pharma Directions LLC as a solution for organizing batch records and documentation while maintaining GMP compliance.

Inspection

Bloomfield Industries requires the inspection and testing of all incoming materials, including packaging. Packaging has been selected for use in operations and verified for compliance with Department regulations and FDA requirements. Bloomfield Industries will package medical marijuana product forms in packaging that is:

- Child-resistant
- Tamper-proof/tamper-evident
- Light-resistant
- Re-sealable

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- Designed to minimize oxygen exposure
- Certified compliant with the Poison Prevention Packaging Act of 1970

In the event that packaging not meeting these standards needs to be used in the operation, the non-compliant package will be placed in a secondary package that meets the standards.

Integrity

Bloomfield Industries has identified the following goals for it packaging line:

- To select packaging that preserves product quality
- To ensure all packaging is tamper resistant and child proof
- To develop packaging that educates patients in clear and simple language about the product.

Bloomfield Industries will utilize three-phase packaging. This packaging will include the following steps:

- Phase 1: Products forms will be packaged in useful modalities that a wide spectrum of ages and health ranges can use effectively.
- Phase 2: Product forms will be packaged with tamper-evident shrink bands or in tamper-evident pouches. Tamper-evident packages will be light resistant and minimize oxygen exposure.
- Phase 3: Product forms will be packaged with appropriate educational and compliance information on risks and benefits, warnings and precautions, abuse, and dependence.

Packaging Lines

Custom packaging lines have been sourced and will be designed to link with manufacturing machines to package and label Bloomfield Industries products. Each custom packaging line will count individual forms into units of 30 and package each unit into packaging as outlined in this section.

Packaging Equipment

The use of equipment in packaging operations will be limited to trained employees familiar with the requirements and any potential hazards related to packaging operations. Employees will be provided all required personal protective equipment necessary for packaging operations.

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Hand Packaging

In the event that hand packaging is required, sterile gloves, and sanitized utensils will be used. Hand packaging operations will only take place on a work surface that has been sanitized immediately prior to use. All hand-packaging operations will be supervised by a manager.

Labeling Operations

Quality Control

Bloomfield Industries will incorporate in their quality assurance program several elements that relate to labeling in order to meet the cGMP requirements found in the FDA Quality Systems standards. The quality assurance program will ensure that labeling meets all GMP device master record requirements with respect to legibility, adhesion, etc., and that labeling operations are controlled to guarantee correct labeling for every operation. All printed packaging and labeling materials, including preprinted containers, inserts, and preprinted packaging materials, will be stored in an area and manner suitable to prevent mix-ups. The Allayent product labeling is color coded with ratios clearly noted to prevent mix-ups. The label and labeling used for each production unit, lot, or batch will be documented in InstantGMP batch production records Strict protocols restrict access to label stock to trained Technicians and the Director of Manufacturing.

Design

Each approved medical marijuana product will be affixed with a product label. The Director of Manufacturing will ensure that all product labels are approved by the Department prior to use in any labeling operation for final products Each product label will be applied at the manufacturing facility, be easily readable, firmly affixed, and include the following information:

- name, address, telephone number, and registration number of the registered organization
- medical marijuana product form and brand designation;
- single dose THC and CBD content for the product set forth in milligrams (mg);
- medical marijuana product lot unique identifier (lot number or bar code);
- quantity included in the package;
- date packaged;
- date dispensed;

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- date of expiration of the product:
- proper storage conditions;
- name, address, and registration number of the registered patient;
- specific directions for use, including but not limited to the dosage and frequency of dosage, and the maximum daily dosage; and
- the following warnings:
    - 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.
    - Keep secured at all times.
    - May not be resold or transferred to another person.
    - This product might impair your ability to drive.
    - KEEP THIS PRODUCT AWAY FROM CHILDREN (unless medical marijuana product is being given to the child under a practitioner's care).
    - This product is for medicinal use only.
    - Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician.
- Expiration dates will reflect the time after final packaging during which the product form is fit for its intended use when stored and used per its labeling. Bloomfield Industries will require stability test data as required by regulation including shelf life testing to establish all product expiration dates. The Director of Manufacturing will ensure that all expiration dates conform to stability test results.

Inspection

Bloomfield Industries requires the inspection and testing of all incoming materials including labeling. Labels will be reviewed, proofread, and verified for all data compliance points out lined by the State of New York medical marijuana program, Article 33, and FDA requirements.

- New Labels will be held in quarantine until they are examined for accuracy.
- Acceptance or rejection will be documented.
- Any rejected labels will be destroyed.

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- Release is authorized by the signature of a Labeling technician and the Director of Manufacturing.

Integrity

All labels will be designed and applied to product form packaging so that the labels will remain in place and legible during the customary conditions of distribution, storage, and use. Likewise, other labeling, such as user instructions, should remain legible during customary storage and use.

Labeling Process

All labeling and packaging operations have been designed as separate functions to prevent mix-ups between similar products or labels. Additionally, labeling and packaging will be processed at different times for different product forms.

Before beginning any labeling operation in which a mix-up could occur, the production area and equipment for the operation will be thoroughly examined to make certain that any labeling materials remaining from previous operations have been removed. The surrounding area, tables, packaging lines, printing machines, and other equipment will be cleared of labels, packaging, and other materials used in the previous operation.

All labels used in labeling operations will be documented including the quantities of labels or labeling issued, used, and returned to storage. Narrow limits for the labeling reconciliation will be established, utilizing historical operating data when available to determine the amount of allowed variation in the labeling reconciliation. When a labeling reconciliation falls outside the allowed limits, the quality assurance team will conduct an investigation of the batch and determine, to the extent possible, the source of the discrepancy. The deviation will be documented, explained, and approved the unit. Bloomfield Industries policies require the destruction of all excess labeling bearing batch, lot, or control numbers.

When issued for use, labeling will be carefully examined to make certain the contents of the labeling comply with the labeling specifications in the master record for the specific product form and brand ratios being produced. This examination will include any control numbers or expiration dates used on the labels. Documentation of the inspection, including the date and name of the person performing the examination will be entered into the GMP software.

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Label Changes

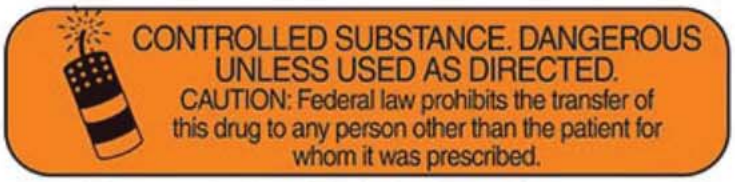
Labeling is part of the master record; therefore, all changes to labeling will be made in the formal change control system housed in InstantGMP. Any changes to labeling will be formally reviewed and authorized by the Director of Manufacturing and the Director of Science before implementation. When making changes to formulation aspects of a product form and to primary documentation, the review group housed in the Science Department will determine if any secondary items such as labels or instructions are affected and also need changing. It is the responsibility of the Director of Science to inform the Director of Marketing that a change in labeling content needs to be made. All new label proofs will be reviewed and approved by the Director of Science.

Relabeling and Over-labeling

Over-labeling by placing a new label over an old label is discouraged by FDA and is unacceptable as a policy of Bloomfield Industries.

Point of Sale Labeling

At the point of sale an auxiliary orange label affixed to the front of such container and bearing the legend, prominently marked or printed "Controlled Substance, Dangerous Unless Used as Directed" as outlined by the NY State Controlled Substances Act Article 33: 3331(4)(b)(i) and 3333(b)(i).



The dispensing facility will also affix to the approved medical marijuana product package a patient-specific dispensing label approved by the Department that is easily readable, firmly affixed, and includes:

- The name and registry identification number of the certified patient and designated caregiver, if any;
- The ordering practitioner's name;

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- The dispensing facility name, address, and phone number;
- The dosing and administration instructions;
- The quantity and date dispensed; and
- Any recommendation or limitation by the practitioner as to the use of medical marijuana.

Holding, Storage and Transfer

It is critical that all holding and storage operations maintain the quality and purity of all Bloomfield products. The Director of Manufacturing will be responsible for developing, implementing, and maintaining storage area procedures that ensure compliance with best practice and regulations. All storage areas will be maintained in a clean and orderly condition, free from infestation by pests of any kind, and in accordance with security requirements established by the Department. All holding areas including safes and vaults and any other areas used for holding or storage of marijuana and medical marijuana products will be securely locked and protected from entry at all times, except for the actual time required to remove or replace marijuana. Surveillance camera(s) will monitor all storage areas with an unobstructed field of view.

The facility is designed to provide adequate lighting, ventilation, temperature, humidity, space, and equipment for holding and storage operations. Separate areas are available to store marijuana and products that are outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached until disposal in accordance with policies and procedures.

All storage areas will be maintained in a clean and orderly condition, and will be free from infestation by insects, rodents, birds, and pests of any kind. Storage areas will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana or approved medical marijuana products.

Environmental Controls

The facility's storage areas have been designed for ease of maintenance. The Director of Manufacturing will ensure these areas remain dry, well ventilated, and have sufficient insulation or other temperature-control features to avoid extreme temperature fluctuations. Bloomfield Industries may incorporate a humidifier or de-humidifier if needed. Storage areas will utilize and maintain carbon filtration or other means of odor control.

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Products that can support the rapid growth of undesirable microorganisms as determined by the Director will be held in a manner that prevents the growth of these microorganisms.

Manufacturing Records

All data will be recorded properly, accurately, and completely entered in the data management system. The Director of each operating unit will ensure that if the information management system is not functional for any reason that all entries are recorded manually entered into the system as soon as it is available.

All data maintained in the manufacturing management systems will be kept for at least five (5) years after the batch has been distributed. The Director of Manufacturing will oversee the accuracy and maintenance of all records.

Data collection will be compliant with all Bloomfield Industries policies and procedures, state law and regulation, and will include for Department and internal tracking purposes the names, initials, or employee identification numbers of the individuals who processed, extracted packaged, and labeled the medical marijuana.

Inventory Management Systems

Inventory management systems including BioTrack provide additional opportunities to increase control over medical marijuana products. The Director of Security will review all inventory transactions in accordance with the following protocols:

- All inventory movement will be reviewed every ten days.
- Targeted inventory levels for forms that have passed lab testing, inspection, and approval should be set for a 30-day re-supply value, or the amount of inventory needed to cover consumption over a period of 30 days.
- Targeted inventory levels will be built, stored, and managed to build a year's worth of inventory. This inventory amount target will be based on the first 90 days of sales plus 30%.

System Audits

All unit Directors will perform a periodic review of system administrators and responsible personnel to prevent diversion opportunities. Audit procedures will ensure a full inventory of medical marijuana product forms in each location monthly, as a minimum requirement. The

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Quality Control Unit will develop and employ standard deviation measures utilizing historical data to evaluate the activities of all system users and purchases.

Any inventory discrepancies discovered will be reported to the Director of Security. Any discrepancies discovered during a shift will be resolved before the end of the shift. The Director of Security will report all unresolved inventory discrepancies to the Department and law enforcement authorities as necessary. The Director of Manufacturing and Director of Security will monitor unresolved inventory discrepancies on a daily basis. The Director of Security will approve the reconciliation entry of any inventory discrepancy.

Reporting

The Director of Manufacturing will ensure that inventory management systems used in manufacturing operations can provide reports that detail:

- A “total inventory in storage” by lot and batch number for each form. An “all events” report will provide detail on all user activity and transaction types within a time frame, and will be able to be tailored to specific data requirements, such as individual items or users.
- A “controlled substances vault compare” report will allow administrators to cross-reference the inventory that leaves the holding area and arrives at the dispensing facility, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
- A “review send” report will provide detailed information regarding the removal of medical marijuana products from the storage area, specifying the user, time, date, item, quantity, and intended destination.
- A “dispensing” report will provide detailed information regarding the transaction of medical marijuana at the dispensing facility, indicating the user, time, date, item, quantity, and inventory movement at the dispensing facility.
- A “purchase history” report helps to trend the receipt of medical marijuana into inventory and monitor purchase patterns.
- A “proactive controlled substances diversion” report isolates above-average consumption of controlled substances, as determined by standard deviation.

The company’s recordkeeping requirements are further detailed in Section 10.

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Attachment D – Operating Plan: Section 2–Transport and Distribution

Introduction

Bloomfield Industries has developed a comprehensive Transportation and Distribution Plan that describes policies and procedures for transporting medical marijuana products from the manufacturing facility to dispensing facilities in compliance with New York law and regulations. Bloomfield Industries approaches this aspect of our business with two goals. First, and most important, we take our responsibility for preserving and enhancing public safety very seriously in the communities where we have a presence. Second, from a business perspective, we will be as efficient as possible while protecting our products.

Bloomfield Industries will take all steps necessary to ensure that medical marijuana products are transported securely from our manufacturing facility to our dispensing facilities. Bloomfield Industries will only transport medical marijuana products directly from our manufacturing facility to our dispensing facilities.

Culture of Safety

All employees will be trained in accordance with training procedures. All managers will develop and foster a culture of safety. All employees will receive regular security, anti-diversion, and transportation training including a focus on cargo theft risk awareness. Employees should always do their best to arrive together and leave together. They will be encouraged to be fully aware of their surroundings upon arriving and leaving for the day or for breaks.

Environmental Monitoring

The Director of Security will regularly review information from external sources including law enforcement, trade and patient associations, advocacy groups, list serves, web-forums, and patients and caregivers related to factors that may impact the incentive for diversion (i.e. system-wide medical marijuana or medical marijuana product shortages, changes in law, rapidly increasing patient registrations, etc.). If the Director of Security concludes there is an increase in diversion risk based on environmental factors, a risk mitigation plan will be developed and implemented.

- Change transportation vehicles;

- Use alternate routes, and schedules;
- Add additional escorts or employ a third-party transportation service provider;
- Reduce the limit of medical marijuana product transported at one time; and
- Consult with a third-party security advisor for additional recommended measures.

Storage Procedures

Prior to transporting medical marijuana products, the Director of Security will be responsible for developing, implementing and maintaining storage area procedures. All storage areas will be maintained in a clean and orderly condition, and in accordance with security policies and procedures. All safes, vaults, and any other equipment or areas used to store medical marijuana products will be securely locked and protected from entry at all times, except for the actual time required to remove or replace medical marijuana products. Surveillance cameras will be pointed directly at storage areas with an unobstructed field of view.

Prior to transporting medical marijuana products, Bloomfield Industries staff will complete a shipping manifest using a form determined by the Department. A copy of the shipping manifest will be transmitted to the dispensing facility that is receiving the products and to the Department at least two business days prior to transport. Bloomfield Industries will maintain all shipping manifests and make them available to the Department for inspection upon request, for a period of five years.

Approved medical marijuana products will be transported in a locked, safe, and secure storage compartment that is part of the vehicle transporting the medical marijuana products. The storage compartment in the vehicle transporting medical marijuana products will not be visible from outside the vehicle.

When transporting approved medical marijuana products, employees of Bloomfield Industries will travel directly from the manufacturing facility to the dispensary facility and will not make any unnecessary stops in between. The employees will travel directly from the Bloomfield Industries' manufacturing facility to the dispensing facility and will ensure that all approved medical marijuana product delivery times are randomized.

Bloomfield Industries will staff all transport vehicles with a minimum of two employees. The company will additionally maintain a video feed from the transportation vehicle to our Security

Operations Center. At least one transport team member will remain with the vehicle at all times that the vehicle contains approved medical marijuana products.

A transport team member will have access to a secure form of communication with employees at Bloomfield Industries' manufacturing facility at all times that the vehicle contains approved medical marijuana products.

A transport team member will possess a copy of the shipping manifest at all times when transporting or delivering approved medical marijuana products and will produce it to the commissioner, the commissioner's authorized representative, or law enforcement official upon request.

Transportation Records

At any time marijuana, marijuana waste, or marijuana products are transported out of a Company facility for any reason, the following policies will be adhered to:

1. All deliveries will be accompanied by a trip plan.
2. The trip plan will be verified as accurate by the Director of Security and provided by the Director of Security or transporting Security Officer to the receiving location.
3. The transporting Security Officer will record the end time of each trip and any variances occurring to the trip plan in the Transportation Event Log.
4. Any vehicle accidents will be reported by the transporting Security Officer to the Director of Security or unit manager immediately.
5. Any loss or theft of medical marijuana products will be reported by the transporting Security Officer immediately to the Director of Security or unit manager.
6. Any manager receiving a loss or theft report from a transporting Security Officer will notify the Chief Operating Officer immediately.
7. The Chief Operating Officer will report the occurrence to the appropriate law enforcement agency and the Department immediately.
8. The Chief Operating Officer will ensure transportation records are maintained in accordance with regulations and provided to the Department upon request.

Transportation Procedures

Authorized Delivery Personnel Required

Only an employee may transport medical marijuana products on behalf of Bloomfield Industries. The Director of Security will provide authorization for any employee to transport medical marijuana products for the company. Two employees are required for each delivery and will carry their identification at all times and provide it to authorities upon request. One employee will stay with the vehicle at all times when medical marijuana products are present in the vehicle.

Shipment Verification

1. Prior to transport an employee will inventory and account for on video and in the inventory system all medical marijuana products.
2. Beginning immediately upon arrival to a facility and ending no later than eight hours after arrival, an employee will re-inventory and account for on video and in the inventory system all medical marijuana products.

Manifest Required

1. The employee responsible for packaging a delivery order will complete a shipping manifest in a form and manner determined by the Department, for retention by the origination location; securely transmit a copy of manifest to a receiving facility; carry a copy of the manifest with the products being transported; and obtain an original signature from the recipient.
2. Hard copies of shipping manifests will be retained for no less than five years and made available to the Department upon request.

Loading Areas

Areas used to load medical marijuana products for transportation are limited-access areas and will be secure. The Director of Facilities, in coordination with the Shipping and Receiving Coordinator must ensure and maintain security in all loading areas. Bloomfield Industries will secure any loading areas with:

1. Physical barriers guarding against unauthorized access to the area.
2. Locking vehicle access gates controlled by the Director of Security.

3. Access control points that will include the positive identification of all employees and service providers at all points of entry.
4. The alarm system will provide silent alarm capability and full coverage video surveillance of all loading areas.
5. The Facilities Director in coordination with the Director of Human Resources will authorize access to loading areas and issue employee keys and codes.

Transportation Vehicles

1. Any vehicle used to transport medical marijuana products will have a secure, locked storage compartment that is part of the vehicle. The Director of Security must ensure all transportation vehicles are compliant prior to authorizing a transfer to the vehicle.
2. Any vehicle used for transportation of medical marijuana products will not bear any markings that indicate that the vehicle is being used to transport medical marijuana products or that indicates the Bloomfield Industries company name.
3. Each vehicle used for transport of medical marijuana products will have a global positioning system monitoring device that is monitored by the security teams during transport.
4. No medical marijuana products will be visible from the outside of the vehicle and vehicle must be maintained in accordance with all state motor-vehicle laws.

Route Planning

1. No stops may be made when transporting medical marijuana products to a facility.
2. The Director of Security will ensure that all delivery times and routes are randomized.

Geographic Risk

The Director of Security in coordination with law enforcement and third-party security advisors will identify “security risk geographies” with respects to local crime rate, educational system, political and legal conditions hindering or supporting cargo theft.

Cargo Theft Prevention Measures.

The Director of Security will employ best practices updated as often as possible to mitigate cargo theft risk. The Director of Security will have the authority to employ an approved third-party advisor to assist in the development of policies and procedures. Cargo theft prevention measures include, but are not limited to:

1. Strategically partnered transport teams;
2. Regular employee briefings focused on awareness;
3. Risk-based route planning;
4. Active vehicle monitoring using GPS tracking systems;
5. Secure radio or satellite communication equipment to communicate with personnel at the delivery origination point at all times when the vehicle contains medical marijuana products;
6. Utilization of hidden GPS locators in shipping containers; and
7. Use of escort vehicles for high-risk deliveries.

Two-Way Radio Communication

Each delivery vehicle will be equipped with two-way radio communication equipment. The Director of Security will ensure the system is operational and each employee who transports medical marijuana products is trained appropriately on its use. Employees must adhere to the following procedures whenever using radio equipment:

1. The “Transportation” channel will only be used for transportation operations.
2. The transporting vehicle will perform a radio check-in every hour on the hour (X:00). The Director of Security or their designee at the facility will copy. In the event of a hostage situation, if able, the employee should indicate “Code 0100” if the facility is not previously aware of the hijacking.
3. The Director of Security or other employee receiving a “Code 0100” transmission will notify authorities immediately of the vehicle’s location, occupants, and contents.
4. If any suspicious activity occurs during transport, the transporting employee will maintain radio communication during the event to report all details to the facility.
5. If two-way radio communication fails for any reason, the employee should make contact by cell phone or land-line immediately after a communication fails.

Receiving Medical Marijuana Products

Two employees are required to receive any medical marijuana products into inventory at any location. Each employee must confirm by signature the accuracy of the delivery invoice, identification numbers, number of containers, the total inventory count received, and the accuracy of the entry of the inventory into the inventory management system or point of sales

system in accordance with company Inventory Procedures. This change in custody will also be monitored from our Security Operations Center via live audio and video feed.

Distribution of Received Medical Marijuana Products

- Two employees are required to move inventory from the storage area to the sales area. These employees should not be the same two employees who received the inventory.
- All unit managers are required to regularly review all inventory transactions in accordance with Inventory Procedures.

Transportation Reporting Required

The Director of Security will be responsible for reporting all transportation events.

1. In case of an emergency stop, a detailed reporting in the transportation event log must be recorded describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle.
2. The Director of Security will report to the Department and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, within 24 hours including:
    a. Discrepancies identified during inventory, diversion, theft, loss, and or criminal action in transportation operations;
    b. Any suspicious act involving the transportation of medical marijuana products by any person;
    c. Unauthorized destruction of medical marijuana products during transportation;
    d. Any loss or unauthorized alteration of records related to medical marijuana product transportation; and
    e. Any other breach of security.

The transportation of all products to dispensing facilities will be initiated by a dispensing facility placing purchase orders with the manufacturing facility. The order will be confirmed and a shipping manifest will be created.

The following steps will be standard procedure for Bloomfield Industries:

- The order placed will be checked promptly for intended fulfillment and if product is currently unavailable, the dispensary will be notified of items not available and potential substitutes (if any);
- If accepting product replacements, the dispensary must resend an amended purchase order;
- Bloomfield Industries staff will complete a shipping manifest using a form determined by the Department. A copy of the shipping manifest will be transmitted to the dispensing facility that is receiving the products and to the Department at least 2 business days prior to transport. Bloomfield Industries will maintain all shipping manifests and make them available to the Department for inspection upon request, for a period of 5 years. Applicant will retain copies of all shipping manifests as part of their policy and procedures in record-keeping;
- One person will go into the vault with a handheld barcode scanner to fulfill the order, packing the shipping cartons with a manager checking the order is complete and that the Bill of Lading is correct in accordance with the purchase order placed;
- All designated shipping cartons will be checked and accounted for accuracy (assuring cartons are properly marked for each receiving dispensing facility);
- Cartons are marked for each receiving dispensing facility and numerically identified (i.e., if dispensary A is to receive three cartons, they will be labeled for dispensary A and marked #1 of 3, #2 of 3, #3 of 3);
- Cartons are marked for any care instructions i.e., glass, handle with care, etc.; and
- Randomized delivery routes, as well as estimated time to perform each delivery, will be established and a copy of the delivery route given to the manager. The delivery vehicle will be tracked in “real time” via GPS.
- Transportation Reporting Required

Summary

Bloomfield Industries will employ basic procedures and practices to diminish the likelihood of incidents related to our transporting of medical marijuana products. Any vehicle used to transport medical marijuana products will have a secure, locked storage compartment that is part of the vehicle. Any vehicle used for transportation of medical marijuana products will not bear any markings that indicate the vehicle is being used to transport medical marijuana

products or that indicates the company name. Each vehicle used for transport of medical marijuana products will have a global positioning system monitoring device that is monitored by Bloomfield Industries' Director of Security during transport. No medical marijuana products will be visible from the outside of the vehicle and the vehicle will be maintained in accordance with all state motor-vehicle laws.

We will take additional steps to ensure that our Bloomfield Industries employees are safe and the medical marijuana products are secure. The Director of Security, in coordination with information from law enforcement and utilizing third-party security advisors, will identify "security risk geographies," with respects to local crime rate, which might increase the risk of cargo theft. Cargo theft prevention measures include, but are not limited to: strategically partnered transport teams; regular employee briefings focused on awareness; risk-based route planning; active vehicle monitoring using GPS tracking systems; secure radio or satellite communication equipment is required to communicate with personnel at the delivery origination point at all times when the vehicle contains medical marijuana products; utilization of hidden GPS locators in shipping containers; and use of escort vehicles for high-risk deliveries.

Each delivery vehicle will be equipped with two-way radio communication equipment. The Director of Security will ensure the system is operational and each employee who transports medical marijuana products is trained appropriately on its use, according to Bloomfield Industries Transportation Procedures and any applicable state and local regulations. Radio contact will be maintained throughout the delivery day.

Additional provisions address procedures to ensure adequate shipment verification, shipping manifests, loading areas, route planning, cargo theft prevention measures, two-way radio communication, and required transportation reporting. The Director of Security will be responsible for reporting all transportation events in a Transportation Event Log. In case of an emergency stop or an accident, a detailed reporting in the Transportation Event Log must be recorded describing the reason for the event, the duration, the location, and any activities of personnel exiting the vehicle. In accordance with state regulations, Bloomfield Industries will immediately report any loss or theft of medical marijuana or medical marijuana products to state regulators and local law enforcement.

Attachment D – Operating Plan: Section 3 – Dispensing and Sale

Introduction

Bloomfield Industries, Inc. is committed to delivering high-quality, innovative pharmaceutical-grade medicines through a formula of empathic customer service, a compassionate clinical experience, and a luxurious and soothing environment. Understanding that the environment contributes as much to patient well-being as does the medical attention received, each Bloomfield Industries dispensing facility will be known as a Patient Resource Center. Using evidence-based design principles, the patient-focused features of each Center will minimize noise, maximize lighting and ventilation, and deliver ergonomic and supportive seating.

Patients will enter a comfortable and professional spa-like space bathed in light and soothing colors. They will be greeted warmly. Believing the relationship with each patient is a true partnership, Patient Resource Center staff will listen first to understand a patient's needs and circumstances. Staff will understand that patients seeking treatment may be there as a "last resort" following long-term suffering from chronic or life-threatening illnesses. Treatment plans will focus on open communication, symptom management, ease of access to the facility and to the right therapeutic agent, and comfort with information and products received.

Bloomfield Industries and the patients it serves will benefit significantly from the presence of Charles R. Walgreen on the company's board. Mr. Walgreen will bring to Bloomfield Industries invaluable experience and expertise, as it relates to operating a company dedicated to efficiently delivering high-quality health care products to patients. Mr. Walgreen is a member of the Walgreen family that launched, owned, and continues to participate in the operation of the Walgreen's pharmacy chain, which today has more than 8,000 retail outlets in the U.S. He spent more than 20 years in the Walgreen Company, working at all levels of the corporation. Having served as a pharmacy technician and a store manager, he developed an intimate understanding of how to operate a retail facility on a day-to-day basis. Later, he assumed more prominent roles, including category manager and divisional merchandise manager, that contributed to the company's overall profitability through a focus on store design as well as the selection, packaging, display, and marketing of various products.

Bloomfield Industries believes that its business model, its team, and its patient-focused philosophy will make it the premier dispensing organization in the State of New York.

Patient-Focused Facility Features

As the public component of a patient-centered health and wellness institution, the Patient Resource Centers are designed to make patients feel supported and encouraged to actively engage as partners in healing. The physical features of the facilities will promote a warm, compassionate and comforting space.

Many patients are likely to be escorted by a family member or caregiver who is not authorized to enter a dispensing facility. For this reason, the facilities have been designed to include a public waiting area outside of the secured patient area. Bloomfield Industries believes showing care to caretakers helps patients feel more comfortable. Knowing that the patient escort is not forced to wait in a hallway or parking lot, patients can focus on their own treatment plan. Both the public waiting area and the secured patient waiting area will feature a clean restroom, fresh water, and a soothing water sculpture feature.

Upon entering the facility, patients will be greeted by a plainclothes Security Officer. The Security Officer will verify the patient or designated caregiver's credentials before allowing access to the secured patient area. The secured patient area of the dispensing facility will not only feature a comfortable and welcoming waiting area, but will also feature multiple private consultation rooms and two private transaction rooms for purchasing therapeutic agents.

The dispensing facility building, its parking lot, and its entrances are designed to be in full compliance with the Americans with Disability Act (ADA) and related New York State regulations. An automated main entrance door will accommodate wheelchair access. The facility restrooms fully comply with all ADA requirements for convenient wheelchair access. Furnishing in the private transaction rooms will also accommodate wheelchair access (e.g., lower counters)

Patient Education and Support Services

Bloomfield Industries is committed to being an organization that will be recognized not only in New York State, but also internationally, as delivering new benchmarks in quality medical marijuana products, regulatory compliance, leadership integrity, cultural integration, financial transparency, community safety, and compassion for patients. The organization is focused on delivering a patient experience that enables those who suffer to feel better, do more, and live longer with a higher quality of life. Respectfully, responsively, and ethically, Bloomfield's

mission is to put patients first, produce consistent products through proven best practices, and empower communities to have safe and logical conversations around the broad spectrum of benefits of therapeutic products created from medical marijuana. A key component to safe and ethical use is patient and community education.

Bloomfield Industries will provide thoughtful, convenient, and cost-effective patient education, as well as other supporting services. By covering safety standards, understanding the effects of medical marijuana products, and discussing the positives/negatives of each dosing method, Bloomfield Industries wants to ensure patients are fully informed and making their own best decision about what products will meet the needs of their condition and their lifestyle.

Bloomfield Industries' focus on the development of disease- and patient-specific treatment plans will be fine-tuned as additional data is collected from current patients and new medical research. Bloomfield Industries will leverage patient feedback to help explore new opportunities and treatment augmenters for patients through a Patient Advisory Board to help guide the development of its patient education and support services.

Educational Approach

Bloomfield Industries is fully committed to using patient education as a means of illness prevention and providing access to the latest information regarding treatment options. Educational presentations will be on important topics such as treatment for individual conditions, diet, exercise, and stress relief. This will provide patients with a fuller understanding of personal health and the individual triggers that can affect a person's well-being.

Bloomfield Industries will also provide Veteran-specific medical marijuana education, including a session titled, "Navigating the VHA System as a NY Certified Medical Marijuana Patient." Many Veterans believe that becoming a medical marijuana patient is not an option for them and that it can jeopardize their VHA services. However, the Veterans Health Administration Directive 2011-04 prohibits VA healthcare facilities from denying services to a Veteran who is a legally certified patient. At this time, VA doctors cannot recommend medical marijuana (although an amendment recently adopted by the U.S. Senate Appropriations Committee may change that situation), but "the decisions to modify treatment plans in those situations need to be made by individual providers in partnership with their patients." The Veteran-specific education sessions will include teaching the Veterans how to advocate for their healthcare decisions as a medical marijuana patient

Bloomfield Industries will employ a variety of educational techniques to raise awareness, ensure understanding, and support patients, caregivers, and the community at-large. Education begins with Bloomfield Industries' engaging, user-friendly website featuring product information designed to help raise patient awareness and understanding of safe and ethical use.

Educational sessions and seminars on important health-related topics moderated and led by established experts will be offered at the Patient Resource Centers and via webinars. Additionally, condition-specific and one-on-one sessions with Patient Care Representatives and the Patient Services Coordinator will offer customized, patient-specific education. The Patient Resource Centers will also have a patient library providing access to information on medical marijuana, healthy lifestyles, and other health-related issues.

All patients will opt-in to receive periodic emails, texts, or phone calls about various updates to the State's medical marijuana programs, events and seminars being hosted by the Bloomfield Industries, and other information concerning the use of medical marijuana products.

Patient Feedback System

As a patient-focused organization, Bloomfield Industries recognizes the importance of working closely with patients to manage the efficacy and quality of medicine and to enhance the patient experience. A key component is providing patients and caregivers with an easy process for reporting experiences and providing feedback. Bloomfield Industries plans to develop a secure, web-based, mobile patient feedback application, as well as feedback kiosks in every Patient Resource Center. Patients will be able to provide feedback about their experience, dosage rates, overall experience, etc. through these mechanisms.

Patient feedback will provide Bloomfield Industries with an understanding of products and services from the patient's perspective. It will enable the company to refine products based on patient needs and develop new educational modules, customized services, and improved procedures. In general, this feedback will be used to enhance all areas of the patient experience and improve patient outcomes. The Patient Services Coordinator and Patient Care Representatives will also solicit patient feedback when appropriate, especially during the first few visits.

The patient feedback solution will also offer a robust research methodology. Since patient feedback technology will be easy to access, convenient, flexible, secure, private, and HIPAA

compliant, Bloomfield Industries hopes to transform data collection in the medical marijuana industry and make New York a leader in medical marijuana data collection technology.

The system will be developed to: answer common questions relevant to all patients, answer condition-specific questions (e.g. seizures, Crohn's disease, cancer, HIV/AIDS, glaucoma, and terminal illness), provide feedback to improve the patient experience, and collect patient progress data over the course of their experience with Bloomfield Industries.

The solution will be accessible to all certified patients via Web browser and tablet, and will be mobile enabled with responsive design to encourage patient adoption. Access will also be available within the dispensing facilities and will include hard-copy options for patients without internet access. The solution will also be scalable to meet the future needs of the organization.

The solution will be both event-driven and research enabled:

- Event-Driven Feedback: Patient feedback will be requested immediately following Bloomfield Industries and patient interactions.
- Research-Enabled Feedback: Data will be harvested and analyzed to confirm medical efficacy, to perform analyses to improve the medical efficacy, and to identify the most effective methods of distribution of the medical marijuana products for different medical conditions.

Dispensing Facility Equipment

ID Check and scanning – CR5400 – UV/ 2D / MSR / RFID DUPLEX ID SCANNER manufactured by 3M

Brother Digital Wireless Color Laser All-In-One Printer, Scanner, Copier, Fax, MFC-9130CW

HP Scanjet G3110

DYMO Label Writer 450 DUO Label Printer

Apg Series 100 Cash Draw

Star TSP143II Thermal Receipt Printer

Cash360 Note Recycler by G4S

Microsoft Surface Pro tablets

Futronic fingerprint scanners

Staffing

The Bloomfield Industries' Staffing Plan (Attachment J) details the processes that the Director of Human Resources will use to manage all of Bloomfield Industries' human resources in compliance with state law and Department regulations.

The Director of Human Resources is responsible for maintaining and updating the Staffing Plan, which will ensure that Bloomfield Industries has the right quantity of staff with the correct skill-sets and experience needed to ensure the success of all operations.

The employee acquisition process and procedures for skill-set assessments, terminations, and transitions is detailed in the Bloomfield Industries Staffing Plan. It is established that no employee or consultant may work onsite prior to receiving orientation training or when any required critical training is eight weeks or more past due.

Mandatory Staffing Plan Components

Dispensing facilities will not be open or in operation unless at least one Security Officer and an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising the activity within the facility.

Staff involved in activities related to dispensing of approved medical marijuana products must:

- Be 21 years of age or older.
- Not been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the Public Health Law.

Patient Resource Center Management Team – Corporate Office

Chief Executive Officer (CEO): The CEO, in partnership with the Chief Medical Officer, provides leadership in achieving the Patient Resource Centers' philosophy, mission, strategy, and annual goals. The CEO is responsible for leading the Management Team, initial staffing, and communicating and cooperating with the Department.

Chief Medical Officer (CMO): The CMO reports to the CEO. The CMO will be licensed, in good standing as a physician, as defined in article one hundred thirty one of the Education Law, in New York State. The CMO will work closely with the CEO in the development and implementation of Patient Resource Centers' strategies, policies and procedures, and staff training to ensure organizational effectiveness and compliance with rules and regulations.

Director of Patient Resource Centers (PRC Director): The PRC Director reports to the CMO. The PRC Director will have an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law. The PRC Director is responsible for inventory controls, inventory monitoring, and ensuring the Patient Resource Centers' strategies, policies, and procedures are properly implemented. The PRC Director will also work closely with the Patient Services and Community Outreach Manager to develop educational and training materials for patients and the community.

Security Director (SD): The SD reports to the Chief Operating Officer. The SD will oversee the installation and operation of security systems, ensure compliance with all rules and regulations, and supervise Security Officers in the Patient Resource Center. The SD is responsible for all security-related matters and will work closely with the PRC Director and the Patient Resource Center Mangers to ensure security protocols are being followed.

Patient Services and Community Outreach Manager (PSCO Manager): The PSCO Manager reports to the PRC Director. The PSCO Manager, in partnership with the Patient Resource Center Managers and Patient Services Coordinators, is responsible for developing patient programs and services including patient education, substance abuse assistance, referral program to other wellness services, and a hardship grant program. In partnership with the Communications and Marketing team, the PSCO will plan and market community outreach events, educational sessions, as well as identify local community organizations with which to partner.

Patient Resource Center Staff – Dispensing Facility

*Patient Resource Center Manager (PRC Manager)**:*** The PRC Manager reports to the Director of Patient Resource Centers. The PRC Manager will have an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law. The PRC Manager is responsible for the Patient Resource Center's day-to-day operations, employee training and supervision, managing cash flows and daily bank transactions, and coordinating all

deliveries, recalls, inventory management, the recordkeeping system, and keeping necessary documents secure, yet readily accessible for inspection. The PRC Manager will oversee the Patient Resource Center staff and dispense medical marijuana products.

Patient Services Coordinator (PSC): PSCs report to and assist the PRC Manager in supervising and coordinating all aspects of the Patient Resource Center to assure high-quality, best-practice delivery of services to patients or caregivers, consistent with all rules, requirements, and regulations. PSCs will provide patient consultation and resource referral. Under the supervision of the Patient Resource Center Manager, the PSC will dispense medical marijuana products. The PSC will be, at a minimum, a Licensed Practical Nurse as defined in article one hundred and thirty nine of the Education Law.

Patient Care Representative (PCR): PCRs work under the supervision of the Patient Services Coordinator. PCRs perform new patient intake and orientation, update patient records and profiles, and operate point of sale terminals. Under the supervision of the Patient Resource Center Manager, PCRs will dispense medical marijuana products. PCRs will be, at a minimum, Certified Nurse Aides registered in the New York State Nurse Aide Registry.

Security Officers (SO): The SOs work under the supervision of the Director of Security and are responsible for implementing and improving the dispensing facility security protocols. The SOs are responsible for authorizing entrance and departure from the Patient Resource Center.

Hours of Operation and Estimated Staffing Levels

The Patient Resource Centers will be open from 8:00am until 8:00pm Monday thru Friday and 8:00am until 1:00pm on Saturdays. Staff will be required to arrive 30 minutes prior to opening and remain 30 minutes after closing. Only staff scheduled or designated to work during a given shift will be given permission to be in the facility. The facility may be used to hold occasional staff meetings, at which times unscheduled staff might be onsite.

Based on sales volume, patient feedback, and with consideration for the local zoning and the surrounding community, Bloomfield Industries will expand or contract hours of operation and days of operation. It will consider many alternative schedules such as later evenings or earlier morning starts to accommodate the needs of patients. Bloomfield Industries will work with its patients and the communities to optimize this schedule for all parties.

The minimum staffing level per shift during business hours will include: Patient Resource Center Manager (1), Patient Services Coordinator (1), Patient Care Representatives (2), and Security Officer (2). If it is deemed necessary by patient demand, additional staff will be added. There is no maximum number of staff that could work at any given time, except limited by the physical space of the facility.

Training

Training is a critical component of Bloomfield Industries' operations. The Director of Patient Resource Centers and Patient Resource Center Managers are responsible for the development and execution of training for the dispensing facilities' employees.

Training required

The Director of Patient Resource Centers and Patient Resource Center Managers must complete the four-hour course approved by the commissioner pursuant to 10 NYCRR section 1004.21(b) before beginning work.

The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers, must develop training for all dispensing facility employees that, at a minimum:

- Describes the quality control duties of each employee and highlights the importance of quality assurance procedures and the consequences of failing to follow established processes.
- Provides detailed information regarding the types of testing performed on all products.
- Trains employees to read and interpret test results.
- Trains employees on how to communicate results to a patient or caregiver.
- Explains the applicable use of test results in their job activities.

Employees must be trained before beginning work. Training must be tailored to the roles and responsibilities of the job function of each employee, and at a minimum must include training on confidentiality, and other topics as appropriate for the position. At a minimum, employees must receive eight hours of on-going training annually. Training must cover at a minimum:

- Local, state, and federal marijuana laws;
- Medical marijuana product efficacy and recent research;
- Patient confidentiality, education, and care;

- Personnel, product, and premise security; and
- Record keeping and regulatory responsibilities.

Sales and Distribution

Bloomfield Industries' Sales and Distribution Plan, detailed below, describes how to ensure that no unlawful sales transactions are permitted or tolerated by the dispensing facility. In accordance with state laws and regulations, department-specific sale transaction procedures will be developed, written in detail, and maintained by the Patient Resource Center Manager.

Provisions have been established to ensure the dispensing facility will not display more than one sample of each product offered for sale and that products are displayed in accordance with state regulations. Required identification verification measures are addressed and prohibited transactions are comprehensively described with Department-established grounds for revocation of patient registration cards.

Additional measures address the possibility of delivery sales, preparation of taxes, and sales accounting. The Patient Resource Center Manager is assigned oversight responsibilities for ensuring the accuracy and maintenance of all sales records.

General - Sales Transactions

The Patient Resource Center Manager is responsible for all sale transactions in the dispensing facility on premise. The Patient Resource Center Manager must ensure all employees working in the dispensing facility are properly trained on all operating procedures. Department-specific procedures must be developed, written in detail, and maintained by the Patient Resource Center Manager. The dispensing facilities will not be open or in operation unless at least one Security Officer and an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility will be closed and properly secured.

Pricing

Bloomfield Industries will only sell approved medical marijuana products at a price that has been approved by the department. Prior to any sale, Bloomfield Industries will submit a proposed price per unit for each form of medical marijuana indicated in its registration. The company will

submit such information and documentation, in a manner and format determined by the Department. As required by regulation, Bloomfield Industries will, in a manner and format determined by the Department, provide a detailed breakdown of, and submit information and documentation concerning, all costs it factored to arrive at its proposed price, including but not limited to its fixed and variable costs such as materials and services; direct labor; and indirect costs.

No Unlawful Transactions

In accordance with state laws and regulations, Bloomfield Industries will ensure that no unlawful sales transactions are permitted or tolerated. No sales or distribution of medical marijuana products to non-registered patients or caregivers may ever occur.

Point of Sale System

All inventory and sales will be tracked and reported directly into the BioTrack traceability software platform. This will enable Bloomfield Industries to maintain sufficient controls over sales and to prevent unlawful sales or sales over established purchase limits.

Patients Under 18 years Old

A person under the age of eighteen (18) must be precluded from purchasing medical marijuana products unless he or she is a qualified patient and is in the presence of a parent or guardian.

Identification Required

Immediately upon entry to the premise, all patients and caregivers must present to the Security Officer a registration card and valid proof of identification. The registration must be verified in the Department database. Acceptable IDs are limited to:

- A driver’s license;
- A government-issued identification card;
- A military identification card; or
- A passport.

Display of Medical Marijuana Products

The dispensing facility may display, in secure, locked cases, no more than one sample of each product offered for sale. These display cases may be transparent.

Maintaining a Patient-specific Log

When dispensing medical marijuana products, Bloomfield Industries employees shall provide a patient-specific log of medical marijuana products (noting the brand, administration form, and dosage, and dates dispensed and any return of product) to the patient, the patient's designated caregiver, if applicable, or the patient's practitioner upon request.

Refusal of Sale

Any Bloomfield Industries employee may refuse to dispense products to a patient or personal caregiver if, in the opinion of the employee, the patient or the public would be placed at risk. In any instance of denial, the Patient Resource Center Manager must notify the patient's certifying practitioner within 24 hours.

No Suspected Diversion Allowed

Employees must refuse to sell medical marijuana products to a patient or caregiver they suspect may be diverting such products and notify the Patient Resource Center Manager immediately.

Label and Packaging

All medical marijuana products must be packaged and labeled in the production facility in accordance with Bloomfield Industries' packaging and labeling policies and procedures, and packaged in child-proof containers. Prior to patient or caregiver departure from the facility, all patient and caregiver purchases must be labeled with the appropriate label generated by the point of sale system, and placed in a sealed and plain exit package that includes all of the appropriate safety insert(s) required by the Department.

Prohibited Transactions

Bloomfield Industries employees may not:

- Open or operate the dispensing facility unless at least one Security Officer and an individual with an active New York State pharmacist license, as defined in article one hundred and thirty seven of the Education Law, is on the premises and directly supervising activity within the facility. At all other times, the dispensing facility will be closed and properly secured.

- Sell any items other than approved medical marijuana products and the related products necessary for the administration of approved forms of medical marijuana products, without prior written approval from the Department.
- Allow approved medical marijuana products to be vaporized or consumed on the premises of a dispensing facility.
- Allow food or beverages, except for water provided by Bloomfield Industries, to be consumed by certified patients or designated caregivers on the premises of a dispensing facility, unless necessary for medical reasons.
- Dispense approved medical marijuana products to anyone other than a certified patient or designated caregiver.
- Dispense approved medical marijuana products from the same location where the marijuana is grown or manufactured.
- Distribute products or samples at no cost, except as may be allowed by the Department.
- Dispense an amount greater than a 30-day supply to a certified patient or designated caregiver, and not until the patient has exhausted all but a seven-day supply provided pursuant to any previously dispensed medical marijuana product by any registered organization. Bloomfield Industries shall verify this information by consulting the prescription monitoring program registry.
- Open medical marijuana product packaging.
- Allow anyone in the secured dispensing area who is not expressly authorized to be in the dispensing area.

Patient Identification Cards

No employee will complete a sales transaction for a patient or the patient's designated caregiver if his/her registry identification card is void. A void registry identification card is inactive and invalid.

A registration card that has been issued to a certified patient, will be void when:

- The certified patient ceases to have the serious condition noted on his or her certification.
- The registry identification card is expired.

A registration card issued to a designated caregiver is void:

- When the certified patient has notified the Department that the individual registered as the designated caregiver is no longer the designated caregiver for that patient.
- When the sole certified patient for whom the designated caregiver serves as such is no longer registered with the Department.

Cash Management

The Patient Resource Center Manager must ensure a system of internal controls is maintained for cash handling and accounting functions. Tight controls must remove opportunities for unauthorized access to cash. All cash handling should be done in view of a surveillance camera.

1. Dual custody is required any time cash is transferred from the cash drawer to the automated cash vault and from the facility to the bank.
2. Petty cash must be controlled by the Patient Resource Center Manager and reconciled by a Patient Resource Center Manager and a Security Officer. The petty cash account should be limited to $1,000. All receipts and vouchers must be accounted for and the drawer must always be in balance.
3. Pin debit transactions must be reconciled weekly by the Patient Resource Center Manager.
4. Two employees are required to open any cash safe or vault. Combinations should not be issued in totality to any one employee. To access stored cash, two employees are required to combine segments of the combination.
5. The Patient Resource Center Manager will ensure proper separation of duties, including the separation of the following activities:
    a. Making deposits and recording accounting entries.
    b. Approving petty cash transaction and replenishing the petty cash account.
    c. Approving expenses.

The Patient Resource Center Manager and Security Officer are responsible for the security of all cash. The following cash security measures must be followed:

1. All purchases must be paid with cash, credit card, or debit card. Payment by check is allowed only if approved by the Patient Resource Center Manager.

2. All employees are required to make a transfer to the automated cash vault maintaining their starting bank when their cash drawer reaches a balance of $2,000 or more.
3. Cash must be in a secure and locked area with appropriate surveillance.

Sales Records

All sales will be recorded properly, accurately, and completely entered in the point of sale system. The Patient Resource Center Manager will ensure that if the point of sale system is not functional for any reason that all transactions are properly recorded manually and entered into the system as soon as it is available, if allowed by the Department.

Sales records and invoices must be created and maintained in the point of sale system for at least five years after termination of operations. The Patient Resource Center Manager will oversee the accuracy and maintenance of all sales records.

Sales records will be compliant with all Bloomfield Industries recordkeeping policies and procedures, local and state laws and regulations, and will include for Department and internal tracking purposes:

1. The date and time of each sale to a certified patient or designated caregiver;
2. The method of distribution;
3. The quantity, form, and price of medical marijuana product and any other products sold to the certified patient or designated caregiver;
4. The consideration given by the certified patient or designated caregiver;
5. The name, address, and identification number of the certified patient or designated caregiver; and
6. The names, initials, or employee identification numbers of the individuals who packaged, dispensed, and sold the medical marijuana product.

Receipts

The Bloomfield Industries employee conducting the sale of medical marijuana shall provide to the certified patient or designated caregiver a receipt, which shall state: the name, address, and registry identification number for Bloomfield Industries; the name and registry identification number of the certified patient and the designated caregiver (if any); the date the marijuana was sold; any recommendation or limitation by the practitioner as to the form or forms of medical marijuana or dosage for the certified patient; and the form and the quantity of medical marijuana

sold. Bloomfield Industries will retain a copy of the registry identification card and the receipt for six years.

Taxes and Sales Accounting

All sales transaction will be subject to applicable sales tax rates. The proper sales tax rates will be programmed into each point of sale system to ensure sales tax is being collected.

It is the responsibility of the Patient Resource Center Manager to ensure the proper collection of sales tax on all taxable products, sold in the dispensing facility for the jurisdiction.

Medical Marijuana Products and Devices

Medical Marijuana Products

Bloomfield Industries would like to offer a range of product forms including three focus products designed to benefit a wide range of patient ailments and ages:

- Allayent Slow Release Compressed Tablet
- Allayent Buccal Spray
- Allayent vaporized CO2 oil cartridge

In addition, Bloomfield Industries has the product formulation capacity to offer the following products, if approved

- Allayent Softgel Capsules
- Allayent Oral Dissolvable Film Strips

Devices

After an exhaustive vetting process, Bloomfield Industries' science team has tested over 30 vape pens and identified the best-in-class product to meet the needs of our patients at a price point that is comparable to similar products in the market. The dispensing facility will sell the Tornado vaporizer pen by Vapor Connoisseur, which is a vaporized CO2 oil pen. This will be sold as a kit in Allayent-branded, tamper-evident packaging. Replacement coils for this vaporizer pen will also be sold. The Allayent vaporizer pen will offer enhanced product longevity and a non-clogging cartridge. The specifications of the Allayent Vaporizer Kit:

- Vaporizer Size: 115.0mm*18.0mm

- Battery Capacity: 2200 mAh
- Normal Working Voltage: 2.7V - 4.2V
- Battery Color: 10 Colors Available
- Atomizer Size: 42.0mm*18.0mm
- Atomizer Weight: 80g ± 2.0g
- Atomizer Resistance: 1.0Ω（Double Wick)
- Atomizer Color: Silver & Gold
- 1pc Battery
- 1pc Atomizer
- 1pc Replacement Coil
- 1pc Replacement Cotton
- 1pc Zipper Case

Daily Distribution Processes

At the start of each business day, employees will arrive to the facility and be screened and checked in by the Security Officer. Each employee will clock in for his/her scheduled shift and proceed with normal business operations. Employees will be assigned open and closing responsibilities, as well as specific tasks and other business-critical processes, to be completed during each shift.

Opening Responsibilities

The daily responsibilities for preparing the facility to open each day will consist of the following:

- Balancing and assigning cash drawer to each point of sale system terminal.
- Inventory management.
    - Recording beginning daily inventory on log sheets.
    - Manager verification that inventory is correct.
- Ensuring there is sufficient amounts of products for sale during the shift, and for at least the next four days.

Closing Responsibilities

The daily responsibilities for closing the facility and securing product for safe storage through the night will consist of the following:

- Closing and balancing the point of sale system.
- Balancing and reconciling cash.
- Managing inventory:
    - Recording ending daily inventory on log sheets.
    - Manager verification that inventory quantities are correct
- Reconciling inventory—if there is a discrepancy, management will determine how to proceed.
- Securing the facility for nightly closure.

Two-Step Patient and Caregiver Verification

Verification of validity of certified patients' and designated caregivers' registry card will occur upon entry into the facility and again prior to a sale.

Patient Intake

All new patients will attend an orientation and complete a patient intake process. All forms will be completed and signed on electronic tablets. A printed copy of signed forms will be provided to the patient. A sample of the Patient Intake Form and Patient Agreement is included in the Exhibits.

All certified patients and designated caregivers will be documented in the inventory management and point of sale system to ensure compliance with patient management, inventory, and tracking purposes.

Patient Counseling

An *offer* to provide counseling shall be made every time medical marijuana products are dispensed to a certified patient or designated caregiver. If a certified patient or designated caregiver requests to be counseled, such counseling will be provided in a confidential manner and will include, but is not limited to, the following:

- Description of the strain of medical marijuana product and known indications;
- Dosage form, dosage, route of administration, and duration of effects of the product;
- Special directions and precautions for preparation, administration, and use of the therapeutic agent by the patient;

- Common side effects or adverse effects or interactions and therapeutic contraindications that may be encountered, including how to avoid them, and actions required if they occur;
- Instruction in techniques for self-monitoring;
- Instruction for proper and secure product storage;
- Refill information; and/or
- Action to be taken in the event of a missed dose.

No employee of a registered organization shall counsel the certified patient or designated caregiver on the use, administration of, and the risks associated with approved medical marijuana products, unless the employee is a pharmacist with an active New York State license who has completed the four-hour course approved by the commissioner pursuant to 10 NYCRR section 1004.21(b), or the employee is under the direct supervision of, and in consultation with, the pharmacist on-site in the dispensing facility.

Completing the Sale

After verifying the certified patient's information and their current practitioner certification, the employee will check the inventory management and point of sale system to determine the quantity of medical marijuana products the patient is allowed to purchase.

Packaging and Labeling

All packaging and labeling of medical marijuana products will be in accordance with Bloomfield Industries policies and procedures, as well as state law and regulations.

No employee may alter, obliterate, or destroy any label attached to a medical marijuana product container or package, or open any medical marijuana product packaging. The Patient Resource Center Manager is the only one authorized to make changes to any label.

Packaging Requirements

All medical marijuana products delivered to Bloomfield Industries' dispensing facilities will be packaged in such a manner that it is child-resistant, tamper-proof/tamper-evident, light-resistant, and in a re-sealable package that minimizes oxygen exposure. Bloomfield Industries will identify each lot of approved medical marijuana product with a lot unique identifier. The original seal will

not be broken except for quality testing at an approved laboratory, for adverse event investigations, by the Department, or by the certified patient or designated caregiver.

Quantities Packaged

The Chief Medical Officer and the Director of Manufacturing, in coordination with the Director of Patient Resource Centers and the Patient Resource Center Managers, will determine the quantity of medical marijuana product packaged in each unit based on market and product need data.

Packaging Materials

Only food- or pharmaceutical-grade packaging materials will be utilized for medical marijuana products.

Inventory Management and Point of Sale System Labeling

Medical marijuana product labels will be approved by the Department prior to use. Labeling will be produced by the inventory management and point of sale system. Each product label will be applied at the manufacturing facility. The Patient Resource Center Manager will ensure labels meet all state and Department requirements.

Dispensing Facility Labeling

The dispensing facility will affix to the approved medical marijuana product package a patient-specific dispensing label approved by the Department that is easily readable, and firmly affixed and includes:

1. The name and registry identification number of the certified patient and designated caregiver (if any);
2. The ordering practitioner's name;
3. The dispensing facility name, address, and phone number;
4. The dosing and administration instructions;
5. The quantity and date dispensed; and
6. Any recommendation or limitation by the practitioner as to the use of medical marijuana product(s).

Safety Inserts

The dispensing facility will include with each product package dispensed to a patient a Department-approved package safety insert. Information provided will include, but not be limited to:

- The medical marijuana product and brand;
- A list of any excipients used;
- A warning if there is any potential for allergens in the medical marijuana product;
- Contraindications;
- More specific dosage directions and instructions for administration;
- Warning of adverse effects and/or any potential dangers stemming from the use of medical marijuana products;
- Instructions for reporting adverse effects as may be determined by the Department;
- A warning about driving, operation of mechanical equipment, child care, or making important decisions while under the influence of medical marijuana products;
- Information on tolerance, dependence, withdrawal, and substance abuse;
- Information on how to recognize what may be problematic usage of medical marijuana products and how to obtain appropriate services or treatment;
- Advice on how to keep the medical marijuana product secure;
- Language stating that the certified patient may not distribute any medical marijuana product to anyone else;
- Language stating that unwanted, excess, or contaminated medical marijuana product must be disposed of according to 10 NYCRR 1004.20; and
- Language stating that “this product has not been analyzed by the FDA. There is limited information on the side effects of using this product and there may be associated health risks.”

Product Storage and Delivery

Bloomfield Industries policies and procedures for product storage and delivery to dispensing facilities is in compliance with state law and regulations. Product storage requirements established by the Department are thoroughly addressed, with measures included to ensure adequate lighting, ventilation, temperature, humidity, space, and equipment. Separate areas for storage of medical marijuana products that are outdated, damaged, deteriorated, mislabeled, or

contaminated, or whose containers or packaging have been opened or breached, are identified and described.

The Director of Patient Resource Centers and the Patient Resource Center Managers will be responsible for developing, implementing, and maintaining storage area procedures that ensure compliance with the Department-required processes. All storage areas will be maintained in a clean and orderly condition, will be free from infestation by pests of any kind, and will operate in accordance with security requirements established by the Department. All safes, vaults, and any other equipment or areas used for the storage of medical marijuana products will be securely locked and protected from entry at all times, except for the actual time required to remove or replace products. Surveillance camera(s) will be pointed directly at storage areas with an unobstructed field of view.

Additional provisions address procedures to ensure adequate shipment verification, shipping manifests, loading areas, route planning, cargo theft prevention measures, two-way radio communication, and required transportation reporting. The Director of Security is responsible for ensuring the reporting of all transportation events.

The Director of Security, in coordination with information from law enforcement and utilizing third-party security advisors, will identify “security risk geographies” related to local crime rate, educational system, political consideration, and legal conditions hindering or supporting cargo theft. Any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport will be reported to the Department and local law enforcement within 24 hours.

Storage Requirements

The Patient Resource Center Manager is responsible for ensuring compliance of all storage areas.

1. Adequate lighting, ventilation, temperature, humidity, space, and equipment will be provided.
2. Separate areas for storage of medical marijuana product that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed will be provided.
3. All storage areas will be maintained in a clean and orderly condition.
4. All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind.

5. All medical marijuana products will be returned to a secure, locked area at the end of the business day.

Storage Areas Must Remain Secured

All safes, vaults, and any other equipment or areas used for the storage of medical marijuana products are securely locked and protected from entry at all times, except for the actual time required to remove or replace medical marijuana products. Surveillance camera(s) will be pointed directly at each storage area and the camera's field of view will not be obstructed.

Product Storage Environmental Control

Storage facilities will be designed and maintained to be dry, well-ventilated, and have sufficient insulation or other temperature-control features to avoid extreme temperature fluctuations. Bloomfield Industries may incorporate a humidifier or de-humidifier, if needed. Storage areas will utilize and maintain carbon filtration or other means of odor control.

Shipments from Manufacturing Facility to Dispensing Facilities

Deliveries to dispensing facilities will be in accordance with the transportation and distribution policies and procedures, Department regulations, and state and local laws. Only approved medical marijuana products will be transported from a manufacturing facility to dispensing facilities. All deliveries to dispensing facilities will be approved by the Director of Security and be accompanied by a shipping manifest.

Manifest Requirements

- The employee responsible for packaging a delivery order will complete a shipping manifest in a form and manner determined by the Department, for retention by the origination location.
- A copy of the shipping manifest will be transmitted to the dispensing facility that will receive the products and to the Department at least two business days prior to transport.
- A copy of the shipping manifest will be included with the products being transported
- An original signature will be obtained on the shipping manifest from the dispensing facility recipient.
- Hard copies of shipping manifests will be retained for no less than five years and made available to the Department upon request.

Delivery Areas

Areas used to unload medical marijuana products at a dispensing facility will be limited access areas and will be secure. The Patient Resource Center Manager, in coordination with the Security Officer, will ensure and maintain security in all delivery areas. The delivery areas will be secured as follows:

Shipment Verification

Beginning immediately upon arrival to a dispensing facility and ending no later than eight hours after arrival, two employees, one being a Security Officer, will, under video surveillance:

- Inspect shipping containers for evidence of tampering.
- Inspect all medical marijuana product packaging for evidence of tampering.
- Account for all products listed on the shipping manifest.
- Enter products into the inventory management and point of sale system.

Inventory Management and Waste Disposal

The Director of Security and the Director of Patient Resource Centers are responsible for developing and implementing operational procedures for inventory management and waste disposal that are in compliance with Department regulations and state and local law. The Patient Resource Center Manager is responsible for oversight of all inventory management activities and for implementing and enforcing the policies and procedures at the dispensing facility. The Director of Patient Resource Centers and the Patient Resource Center Managers will ensure Bloomfield Industries' cumulative inventory of approved medical marijuana products reflects the projected needs of certified patients.

Inventory management and point of sale systems will be accurate and capable of producing, upon request, reports on all medical marijuana products stored. All inventory policies and procedures relevant to the receipt and dispensing of medical marijuana products are comprehensively addressed.

All waste, including waste composed of or containing medical marijuana products, will be stored, secured, and managed in accordance with applicable state and local laws and regulations. Additional waste disposal provisions include detailed plans for excess product disposal, liquid, and solid waste disposal based on guidelines from the Department of Environmental Conservation, composting practices, and the disposal of expired, contaminated, or otherwise unusable medical marijuana products.

Discrepancies identified during inventory, diversion, theft, loss, and any criminal action will be reported to the Director of Patient Resource Centers, the Director of Security, and the Department, in accordance with state regulations. The Patient Resource Center Manager will also report any verifiable incident of unauthorized destruction of medical marijuana products to the Department and law enforcement.

Inventory Limits

The Patient Resource Center Manager is responsible for ensuring that the dispensing facility's cumulative inventory of medical marijuana products reflects the projected needs of certified patients. Beginning inventories will be established based on demands projected in Bloomfield Industries' business plan. Inventory limits will be adjusted by the Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers, to anticipate future patient needs.

Real-time Inventory Required

The Patient Resource Center Manager is responsible for the accurate real-time reporting of medical marijuana products inventory including:

- Medical marijuana products ready for dispensing.
- All damaged, defective, expired, or contaminated medical marijuana products awaiting disposal.

Inventory Controls and Procedures.

The Patient Resource Center Manager, in coordination with the Security Officer, will regularly conduct inventory reviews, and comprehensive inventories of all medical marijuana products stored.

The seed-to-sale methodology approved by the Department will be utilized by Bloomfield Industries at all times. The Patient Resource Center Manager will make all necessary changes to procedures and re-train personnel immediately upon discovering any problems in inventory management procedures.

Each dispensing facility will maintain an inventory log to record:

1. The date of each inventory process;
2. A summary of the inventory findings; and
3. The names, signatures, and titles of the individuals who conducted the inventory.

Cycle Counts Required

Each dispensing facility will maintain an inventory log to record:

- Shift counts – medical marijuana products in sales area, as well as cash drawer count and detailed report on cashless ATMs.
- Daily counts – medical marijuana products in sales area.
- Weekly counts – medical marijuana products in storage.
- Monthly counts – complete inventory.
- Semi-annual counts – complete inventory and second count.
- Annual counts - complete inventory and with second count witnessed by the Director of Patient Resource Centers.

Receiving Medical Marijuana Products into Inventory.

Beginning immediately upon arrival to any Bloomfield Industries dispensing facility and ending no later than eight hours after arrival, two employees, one being a Security Officer, must inspect medical marijuana product packaging for tampering, inventory, and account for on video and in the inventory system all medical marijuana products.

Each employee must confirm by signature the accuracy of the delivery invoice, identification numbers, number of containers, the total inventory count received, and the accuracy of the entry of the inventory into the inventory management system or point of sales system. Containers will be physically examined for evidence of tampering.

Any discrepancy will be reported to the Patient Resource Center Manager immediately for investigation. Unresolved discrepancies will be reported as required in the reporting and notifications policies and procedures.

General Waste Disposal Requirements

All waste composed of or containing medical marijuana products, will be stored, secured, and managed in accordance with applicable state and local laws and regulations. All waste disposed of will be recorded in a waste disposal log, including:

1. The date of disposal;
2. The type and quantity disposed of;
3. The manner of disposal;
4. The reason for disposal; and
5. The name of the certified patient or designated caregiver who supplied the waste, if applicable.

Excess Product Disposal

Any medical marijuana product that is not needed for normal, efficient operation in order to serve the projected needs of certified patients shall be disposed in accordance with waste disposal policies and procedures. The Director of Patient Resource Centers, in coordination with the Patient Resource Center Manager, will determine and document the need for excess inventory disposal.

Quality Control Waste Disposal

The Patient Resource Center Manager is responsible for ensuring the quality and safety of medical marijuana products in the dispensing facility's inventory on a daily basis. The Patient Resource Center Manager will ensure that expired, contaminated, or otherwise unusable medical marijuana products are disposed of in accordance with waste disposal polices and procedures and properly recorded in the inventory management and point of sale system.

Waste Received from Certified Patients and Designated Caregivers

Bloomfield Industries will accept at no charge unused, excess, or contaminated medical marijuana products from certified patients or designated caregivers, and will destroy it and maintain a written record of such disposal in the waste disposal log, which will include the name of the certified patient or designated caregiver, if applicable.

Unauthorized Destruction of Medical Marijuana Products

Any employee will report the unauthorized destruction of medical marijuana products to the Patient Resource Center Manager. The Patient Resource Center Manager will report any verifiable incident to the Director of Patient Resource Centers, the Director of Security, and the Department and law enforcement in accordance with reporting and notifications policies and procedures.

Security and Control

Bloomfield Industries has comprehensive policies and procedures to be implemented by the dispensing facility in order to ensure the prevention of diversion of medical marijuana products. Specifically all marijuana will be stored in such a manner as to prevent diversion. Bloomfield Industries will have a robust security system that prevents and detects diversion, theft, or loss of medical marijuana products.

Bloomfield Industries has strict security measures to prevent employee or third-party theft or transfer of medical marijuana products by a certified patient to an unqualified individual. Supply-chain security is designated as a primary job duty of all employees, reinforcing a company-wide culture of responsibility. The Director of Security will be responsible for the development and implementation of the anti-diversion policies and procedures, with the Patient Resource Center Manager and Security Officer responsible for oversight at the dispensing facility.

Specific considerations regarding anti-diversion measures include methods for increased patient accountability along with methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories.

Diversion Prevention Procedures

Employee Access to Medical Marijuana Products

Bloomfield Industries will not employ anyone with a history of theft or diversion based on a background check report. If an employee is identified who has been convicted of a felony involving theft or diversion or any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the public health law, he or she will be terminated.

Patient Diversion Education

Each new certified patient or designated caregiver will be advised by the employee responsible for the intake process that diversion is a crime and their registration as a patient will be impacted by any diversion incident. Each patient will receive a safety insert with each product that includes language stating that the certified patient may not distribute medical marijuana product to anyone else. Additionally, each patient will be advised that Bloomfield Industries will refuse service to any patient or caregiver who is suspected of diversion or smurfing, the act of visiting multiple dispensing facilities in order to gain medical marijuana products in excess of allowed limits.

Visitors Access to Medical Marijuana Products

Visitors will be handled in accordance with the visitor policies and procedures. Visitors will always be accompanied by authorized personnel and will never be granted access to medical marijuana product storage areas unless required for provision of services.

Except as provided in this paragraph, no person, except a Bloomfield Industries employee, shall be allowed on the premises of a dispensing facility without a certified patient or designated caregiver registry identification card issued by the Department. All persons who are not employees, certified patients, or designated caregivers, but who have been authorized, in writing, to enter the facility by the Department shall obtain a visitor identification badge from a dispensing facility employee prior to entering the dispensing facility. A dispensing facility employee shall escort and monitor the visitor at all times while the visitor is in the dispensing facility. The visitor identification badge shall be visible at all times. The dispensing facility will require the visitor to return the identification badge to a dispensing facility employee upon exiting the dispensing facility.

Each dispensing facility will maintain a visitor log, which shall include the name of the visitor, date, time and purpose of the visit. The visitor log shall be available to the Department at all times during operating hours and upon request.

If an unforeseen circumstance requires the presence of a visitor and makes it impractical for the dispensing facility to obtain prior authorization from the Department, the dispensing facility shall record in the visitor log, the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted.

Inventory Management and Point of Sale System

The inventory management and point of sale system provides additional opportunities to increase control over medical marijuana products. The Patient Resource Center Manager will review transactions in accordance with the following schedule:

1. All inventory movement every ten days.
2. Par inventory levels (targeted inventory levels) will be set for a 30-day re-supply value, or the amount of inventory needed to cover consumption over a period of 30 days. Faster-moving items will be manufactured or allowed for purchase in 15-day supplies.
3. A secure web-based ordering control system will be implemented when necessary to provide accurate records of purchase times, dates, and quantities.

Environmental Scanning

The Director of Security will regularly review information from external sources including law enforcement, trade and patient associations, advocacy groups, list serves, and patients and caregivers related to factors that may impact the incentive for diversion (i.e. system-wide shortages, changes in law, rapidly increasing patient registrations, etc.). If the Director of Security concludes that a change in diversion risk based on environmental factors exists, a risk mitigation plan must be developed and implemented.

Packaging and Labeling

Medical marijuana products will be packaged in child-resistant and tamper-proof or tamper-evident, light-resistant unit-doses (i.e. 1g concentrate or 50g Marijuana Infused Product (MIP)) packaging. For deliveries from the manufacturing facility to the dispensing facility, tamper-proof tape and single-use identification coding will be used to secure containers. All packaging and

labeling must be in accordance with the Bloomfield Industries policies and procedures for packaging, labeling, product storage, and delivery.

Receiving Medical Marijuana Products

All medical marijuana products delivered to the dispensing facility will be documented in the inventory control and point of sale system in accordance with Department regulations and Bloomfield Industries policies and procedures.

Two employees, one being a Security Officer, are required to receive any medical marijuana products into inventory at any location. The entire transaction will be monitored live by the Director of Security in our control center. Each employee must confirm by signature the accuracy of the delivery invoice, identification numbers, number of containers, the total inventory count received, and the accuracy of the entry of the inventory into the inventory management system in accordance with the inventory management policies and procedures.

Storage of Expired and Wasted Medical Marijuana Products

All medical marijuana products awaiting disposal will be stored in a locked container, recorded, and disposed of in accordance with the waste disposal policies and procedures.

Regular Audits Required

The performance of audits and inventory counts in accordance with Bloomfield Industries policies and procedures for inventory management, waste disposal, compliance, and audits ensures a quick resolution of discrepancies and errors. The Patient Resource Center Manager will perform a periodic review of system administrators and responsible personnel to prevent diversion opportunities.

1. Audit procedures will ensure a full inventory of medical marijuana products in each location monthly, as a minimum requirement.
2. The Patient Resource Center Manager will develop and employ statistical measures utilizing historical data to evaluate the activities of all system users and purchases.
3. Any inventory discrepancies discovered by any employee must be reported to the Patient Resource Center Manager upon discovery. Any discrepancies discovered during a shift must be resolved before the end of the shift.

4. The Patient Resource Center Manager will report all unresolved inventory discrepancies to the Department and law enforcement authorities in accordance with the reporting and notifications policies and procedures.
5. The Patient Resource Center Manager will monitor unresolved inventory discrepancies on a daily basis.
6. The Patient Resource Center Manager will approve the reconciliation entry of any inventory discrepancy.

Reporting Requirements

The Patient Resource Center Manager will ensure that the inventory management and point of sale system provides reports that detail:

- A “total inventory in storage” by location and batch report that records user, date, time, item, quantity, and storage access in chronological order.
- An “all events” report that provides detail on all user activity and transaction types within a time frame, and tailored to specific data requirements, such as individual items or users.
- A “controlled substances vault compare” report that allows administrators to cross-reference the inventory that leaves the storage area and arrives at the shelf, dispensing facility, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
- A “review send” report that provides detailed information regarding the removal of medical marijuana products from the storage area, specifying the user, time, date, item, quantity, and intended destination.
- A “dispensing” report that provides detailed information regarding the transaction of medical marijuana products at the dispensing facility, indicating the user, time, date, item, quantity, and inventory movement at the dispensing facility.
- A “purchase history” report that helps trend the receipt of medical marijuana products into inventory and monitor purchase patterns.
- A “proactive controlled substances diversion” report that isolates above-average consumption of controlled substances, as determined by standard deviation.

Quality Assurance

The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance, will ensure that the quality assurance policy and procedures are followed at all times. Bloomfield Industries' quality assurance policies and procedures include the elimination of the potential for dispensing errors by mandating positive central facility confirmation of each purchase before providing it to the certified patient or designated caregiver.

Packaging and Labeling Requirements

All medical marijuana product packaging will have bar coding for its subsequent scanning at the dispensing facility. The required bar code information will include the product brand (strength), dosage form, lot number, expiry dating, and any other information required to confirm the product is in accordance with the patient's current practitioner certification.

Patient Dispensing Records

Dispensing facility requirements includes maintaining individual certified patient-specific dispensing records for each medical marijuana product they receive, applicable lot number(s), dates dispensed, and product expiry dating. These dispensing records will be monitored electronically for compliance with all Department requirements including, but not limited to:

- Dispensing no more than a 30-day supply of medical marijuana product to a patient.
- Not dispensing additional product until the patient has exhausted all but a seven-day supply of any previously dispensed medical marijuana product.
- Ensuring that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.
- Confirming that the dispensed medical marijuana product is in accordance with the patient's current practitioner certification. Dispensing facility employees may not dispense any medical marijuana product to a certified patient or designated caregiver without first electronically obtaining and documenting this confirmation from the central computer facility (point of sale system)

Medical Marijuana Product Quality

Patient Resource Center Manager Responsibilities

The Patient Resource Center Manager has authority to and responsibility for:

1. Approving or rejecting all components, product containers, closures, packaging materials, and labeling of medical marijuana products; and
2. Approving or rejecting all procedures or specifications that may impact the identity, strength, quality, and purity of the medical marijuana products.

Employee Responsibilities

All dispensing facility employees are responsible for maintaining the identity, strength, quality, and purity of the medical marijuana products dispensed. The Patient Resource Center Manager will ensure that all quality assurance processes required are sufficient and documented, as well as that all employees are trained to properly execute quality assurance processes.

Dispensing Facility Testing Required

The Patient Resource Center Manager will submit samples of any product to an authorized laboratory as allowed by the Department for testing if the identity, strength, quality, or purity of the product is in question for any reason including one or more patient complaints.

Additional Testing May Be Required

The Department may require additional testing. The Patient Resource Center Manager will ensure that vendors comply with all published Department testing requirements.

Disposal of Improperly Stored Medical Marijuana Products

The Patient Resource Center Manager will ensure that medical marijuana products that have in the unlikely event been subjected to improper storage conditions, including, without limitation, extremes in temperature, humidity, smoke, fumes, pressure, age, or radiation due to natural disasters, fires, accidents or equipment failures, are not salvaged and returned to the marketplace and are disposed of in accordance with Department regulations and Bloomfield Industries' policies and procedures.

Salvaged Product Requirements

If the Patient Resource Center Manager in coordination with the Director of Quality Assurance believes that medical marijuana products have not been damaged due to improper storage conditions, they may authorize salvaging operations only if upon review, there is:

1. Evidence from laboratory tests and assays that the medical marijuana products meet all applicable standards of identity, strength, quality, and purity; and
2. Evidence from inspection of the premises that the medical marijuana products and associated packaging were not subjected to improper storage conditions as a result of the disaster or accident, if any.

The Patient Resource Center Manager will maintain records including the name, lot number and disposition for medical marijuana products salvaged.

Product Complaints, Withdrawal, and Recalls

Complaint Handling

All employees are responsible for documenting any complaint received from another employee, a certified patient or designated caregiver, or any other party in the complaint log. An employee may receive a complaint in person, by phone, or email. Any employee receiving a complaint must notify the Patient Resource Center Manager immediately. All employees will be trained by the Patient Resource Center Manager to handle complaints including verbal de-escalation techniques and investigative questioning.

Complaint Classification

All complaints must be categorized by the Patient Resource Center Manager as a dispensing error, product complaint, adverse event report, or other complaint. Other complaints may include, but are not limited to neighborhood-related issues, service-related issues, employee-related issues, or other operational related issues.

Dispensing Errors and Recalls

The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance will handle any errors and/or recall or withdrawal operations due to affected products that may occur within dispensing facility. The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and

the Chief Communications Officer, is responsible for communicating to all certified patients and designated caregivers, employees, and Bloomfield Industries management about any recalls or withdrawals of particular medical marijuana products or related products.

Other Complaint Resolution

The Patient Resource Center Manager will respond to any complainant relating to any issue other than product-related issues within twenty-four hours. It is Bloomfield Industries' policy to make a good faith effort to resolve any complaint, whether legitimate or frivolous, whenever possible.

Investigation of a Complaint

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance, will ensure all Bloomfield Industries policies and procedures for returns, complaints, adverse events, and recalls are being followed. Once notification of a withdrawal, recall, dispensing error, adverse event report, or patient complaint has been received, the necessary, accurate, and detailed documentation and product tracking will begin immediately. The process includes:

1. Gather information from the patient or caregiver, supplier, or regulator about the nature of the product complaint.
2. Assemble upon the direction of the Director of Patient Resource Centers the personnel or experts needed to conduct a product complaint investigation.
3. Conduct a thorough investigation into the problem with the affected product.
4. Determine the nature and potential causes of the problem.
5. Determine any other product(s) that may potentially be affected.
6. Enter all information into the Complaint Log.
7. Determine the course of action using these criteria:
    a. Product Recall: Safety or health risk due to physical, chemical, biological, or immunological. Proceed to Bloomfield Industries recall policies and procedures.
    b. Product Withdrawal: a quality-related issue with the affected product(s).
    c. No Corrective Actions: an isolated incident with the affected product(s).

Recordkeeping

Bloomfield Industries' recordkeeping policies and procedures ensure the maintenance of true, complete, and current records that will be available for inspection by the Department upon request. The Patient Resource Center Manager is responsible for recordkeeping at the dispensing facility level.

Provisions are established to ensure confidentiality and prevent the disclosure of information about certified patients, designated caregivers, and employees. All patient records will be handled in a manner similar to protected medical records. Measures for addressing and reporting any loss or unauthorized alteration of records related to medical marijuana products are detailed in the recordkeeping policies and procedures.

Certified Patient and Designated Caregiver Records

Information held by Bloomfield Industries about certified patients, designated caregivers, and employees is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction. However, the Department may access this information to carry out official duties.

The dispensing facilities will maintain a transparent and fully accountable set of dispensing facility-related records for internal and external audits, as well as review by the Department. All physical documents, such as patient files, transaction records, inventory records, security records, audit records, business records, and financial records will be stored electronically in redundant and geographically dispersed Class 5 data centers to provide the maximum level of security and compliance with all state and federal document storage and confidentiality rules, including HIPAA regulations. This method of storage ensures that all records are adequately protected from loss, damage, or unauthorized use.

Price Records

The Patient Resource Center Managers, in coordination with the Director of Patient Resource Centers, is responsible for true and accurate records entered and maintained in the inventory management and point of sale system. All sales records must record the price of all products sold and comply with all recordkeeping policies and procedures, as well as Department regulations.

Bloomfield Industries will grant the Department or the Department's authorized representative the right to examine records that formed the basis for the proposed price, including books, records, documents, and other types of factual information that inform an adequate evaluation of the proposed price.

Sales Records

Sales records will indicate the name of the certified patient or designated caregiver to whom medical marijuana product(s) has been dispensed. A record of all approved medical marijuana products that have been dispensed must be filed electronically with the Department, utilizing a transmission format acceptable to the Department, not later than 24 hours after the medical marijuana product was dispensed to the certified patient or designated caregiver. The information filed with the Department for each approved medical marijuana product dispensed must include, but not be limited to:

1. A serial number that will be generated by the dispensing facility for each approved medical marijuana product dispensed to the certified patient or designated caregiver;
2. An identification number that will be populated by a number provided by the Department, to identify Bloomfield Industries' dispensing facility;
3. The patient name, date of birth, and gender;
4. The patient address, including street, city, state, and zip code;
5. The patient's registry identification card number;
6. If applicable, designated caregiver's name and registry identification card number;
7. The date the approved medical marijuana product was filled by the dispensing facility;
8. The metric quantity for the approved medical marijuana product;
9. The medical marijuana product drug code number that will be populated by a number provided by the Department, to represent the approved medical marijuana product brand that was dispensed to the certified patient or designated caregiver, as applicable;
10. The number of days' supply dispensed;
11. The registered practitioner's Drug Enforcement Administration number;
12. The date the written certification was issued by the registered practitioner; and
13. The payment method.

When applicable, Bloomfield Industries will file a zero report with the Department, in a format acceptable to the Department. A zero report confirms that no approved medical marijuana product was dispensed by Bloomfield Industries during the relevant period of time. A zero report

will be submitted no later than 14 days following the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior zero report.

Personnel Records

General – Personnel Records

The Director of Human Resources will maintain a current organizational chart and job descriptions for each employee of Bloomfield Industries.

Employee Records

The Patient Resource Center Manager, in coordination with the Director of Patient Resources Centers, will maintain accurate dispensing facility personnel records for each employee. Such records must be maintained for at least five years and include:

1. All materials submitted to the Department;
2. Documentation of verification of references;
3. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
4. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received required training and the topics discussed, including the name and title of presenters;
5. Documentation of periodic performance evaluations; and
6. A record of any disciplinary action taken.

Compensation Records

The Director of Human Resources will maintain records documenting the salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Bloomfield Industries, including members of the corporation, if any. Such records must be maintained for a period of at least five years.

Confidentiality of Employee Records.

Information held by Bloomfield Industries about certified patients, designated caregivers, and employees is confidential and will not be disclosed without the written consent of the individual

to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction. However, the Department may access this information to carry out official duties.

Reporting of Records Incidents.

Any loss or unauthorized alteration of records at the dispensing facility related to medical marijuana products, certified patients, designated caregivers, or employees will be reported to the Patient Resource Center Manager immediately. The Patient Resource Center Manager will report any such incident to the Director of Patient Resource Centers and the Department and law enforcement.

Workplace Safety

Dispensing facilities will follow all workplace safety policies and procedures found in the Bloomfield Industries Employee Handbook and in accordance with Occupational Safety and Health Administration Guidelines. The Patient Resource Center Manger will ensure the implementation of best safety practices at all times.

Safety rules addressed include those relevant to accident and hazard reporting, drug and alcohol use, driving, work-related injuries, and the required use of personal protective equipment (PPE). Enforcement measures and disciplinary actions detailed are to be implemented in response to safety rule violations. All emergency situations, including chemical spill response, will be handled by local emergency response agencies. Additional measures will establish procedures for injury claims and policies related to workers' compensation and benefits provided.

Culture of Safety

It is the policy of Bloomfield Industries that the safety of its employees and the public is its foremost business consideration. The prevention of accidents and injuries takes precedence over expedience. In the conduct of our business, every attempt will be made to prevent accidents from occurring. Bloomfield Industries requires that its employees, as a condition of employment, comply with all applicable safety regulations, policies, and procedures.

Employer Responsibilities

- Provide a safe workplace.
- Provide safety and health education training.
- Annually review and update workplace safety rules

Employee Responsibilities

- Report all unsafe conditions.
- Immediately report all work-related injuries.
- Wear the required personal protective equipment.
- Abide by the Bloomfield Industries safety rules at all times.

Emergency and Incident Response

Provisions for general emergency and incident management, general incident containment, and corrective measures are in accordance with applicable legal and regulatory requirements and Bloomfield Industries' policies and procedures. These provisions address any incident including natural disaster, unauthorized access, theft, or disclosure of confidential information.

The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and the Director of Security, will develop primary and alternate contact lists and a notification tree for the dispensing facility. The Patient Resource Center Manager, in coordination with the Security Officers, is responsible for confirming the occurrence of an Incident requiring the execution of the response protocols, and for ensuring the response protocols are followed.

The Patient Resource Center Manager will immediately notify the Director of Patient Resource Centers and the Director of Security after the discovery of a reportable Incident, as well as the appropriate law enforcement authorities within 24 hours of such discovery. Measures for Incident reporting in accordance with state law and regulations are comprehensively detailed in Bloomfield Industries' policies and procedures. All Incident activities will be documented. All documentation related to an Incident will be maintained for no less than one year and made available, upon request, to the Department and to law enforcement authorities acting within its lawful jurisdiction.

The primary emphasis of activities described within these protocols is the return to a normalized (secure) state as quickly as possible, while minimizing the adverse impact to those whom Bloomfield Industries serves. Product recall procedures are addressed in Bloomfield Industries' policies and procedures for returns, complaints, adverse events, and recalls.

Examples of Incidents

Examples of an Incident may include, but are not limited to:

1. Theft or physical loss of medical marijuana products or confidential records;
2. Robbery or unauthorized entry to the facility;
3. Threats of violence to the facility, personnel, or visitors; or
4. Other incidents including:
    a. Bomb threats
    b. Fires
    c. Earthquakes
    d. Hazardous Materials Release
    e. Floods
    f. Windstorms
    g. Civil Disturbances
    h. Pandemic Flu
    i. Serious Accidents
    j. Criminal Activity

General – Emergency and Incident Management

Incident Training Required

All employees are required to receive Incident training upon hiring and annually in accordance with Bloomfield Industries' policies and procedures for employee training.

Patient Resource Center Manager Responsible for Incident Training

The Patient Resource Center Manager, in coordination with the Director of Security, is responsible to ensure the adequate training of employees utilizing third-party trainers, as necessary.

Employee Responsibilities

Each employee is responsible for knowing:

- the location of alarms, utility cabinets, fire extinguishers, emergency exits, and first aid supplies.
- the identity of the person who is trained to extinguish a fire using a portable fire extinguisher (if it is safe to do so).
- a preplanned evacuation route based on the employee's familiarity with the building, and for ensuring patient and caregiver safety. (Always take the nearest stairwell.)
- not to re-enter the building nor allow others to re-enter until an incident has been resolved.
- facility floor plans and evacuation plan maps, which should be reviewed on a routine basis.

Patient Resource Center Manager Responsibilities

To ensure an appropriate and timely execution of these protocols, the Patient Resource Center Manager, in coordination with the Security Officers, is required to:

- Confirm the occurrence of an Incident requiring the execution of these protocols.
- Secure all product following any instance of diversion, theft, or loss of medical marijuana products, and conduct an assessment to determine whether additional safeguards are necessary.
- Collect any evidence supporting the event (unless law enforcement is required on scene).
- Supervise and direct the consistent, timely, and appropriate response to an Incident.
- Provide appropriate communication to parties having a vested interest in the incident.
- Offer support to employees, patients, or other interested parties as appropriate until the Incident is resolved.
- Conduct a post-Incident review and make any necessary adjustments to security measures and procedures.

Incident Assessment Checklist

The activities described in this checklist are designed to assist in the initial assessment process performed by the Patient Resource Center Manager, in coordination with the Security Officers.

Completion of this checklist is essential for any incident that calls for the execution of the Incident Response Protocols. Once a review team is assembled, the Incident Response Assessment Checklist is reviewed for completion to ensure all pertinent facts are established.

Incident Response Protocols

The Patient Resource Center Manager, in coordination with the Security Officers, will ensure the appropriate response protocols are followed. The response protocols include the following:

Assessment

The Patient Resource Center Manager, in coordination with the Security Officers, will determine the category and severity of the Incident and undertake discussions and activities to best determine the next best course of action. All discussions, decisions, and activities are to be documented.

Evacuation

The Patient Resource Center Manager and/or the Security Officers, may determine the need to evacuate a facility. Reasons for evacuation may include:

- Fire
- Bomb threat
- A hostile or violent employee, patient, visitor, or unknown person
- Power outage
- Earthquake
- Flood
- Water or gas leak
- Hazardous chemical spill
- Robbery or hostage situation

All employees must ensure that patients, caregivers, and visitors do not:

- Use elevators
- Gather in lobbies
- Bring disabled individuals into stairwells without fire department approval
- Open a door without first checking for heat
- Run or panic

- Re-enter the building until authorized
- Touch any suspicious items or suspected bombs

Disabled individuals or others who need assistance should:

- Be assisted by an employee.
- Be evacuated only under the direction of authorized emergency personnel or when there is an immediately threat to personal safety and security (i.e., Fire Department).

If applicable, preserve any and all evidence and remain accessible for discussion with law enforcement personnel. Request witnesses to stay or provide their contact information.

Fire Incidents

- Call 911 immediately.
- Evacuate the building immediately.
- If the fire does not present an immediate danger to personal safety, one employee who is trained in the use of a portable fire extinguisher may try to extinguish the fire.

Notification and Communication

The Patient Resource Manager will take action to notify the appropriate internal and external parties, as necessary.

- Internal notification protocol – The Director of Patient Resource Centers and the Director of Security. The Director of Security will notify the Chief Operating Officer of an Incident as soon as possible. The Director of Patient Resources Centers, in coordination with the Patient Resource Center Manager, will notify personnel as necessary.
- External notification protocol – Except for contacting emergency responders, all external notifications and communications must be approved by the Director of Patient Resource Centers, the Chief Communications Officer, and/or the Chief Operating Officer. External parties may include regulators, suppliers, patients, media, or other affected parties.

Containment

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Security, will determine and cause to be executed the appropriate activities

and processes required to quickly contain and minimize the immediate impact to personal safety, the company, patients, and other affected parties. Containment activities are designed to:

- Minimize harm to individuals
- Counteract the immediate threat
- Prevent propagation or expansion of the incident
- Minimize actual and potential damage
- Restrict knowledge of the incident to authorized personnel, including the Department of Health
- Preserve information relevant to the incident

Corrective Measures

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Security, will determine and cause to be executed the appropriate activities and processes to quickly restore circumstances to a normalized (secure) state. Corrective measures are designed to:

- Secure the environment
- Restore the environment to its normalized state

Incident Closure

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Security, will stay actively engaged throughout the life of the Incident to assess the progress/status of all containment and corrective measures and determine at what point the Incident can be considered resolved. Recommendations for improvements to processes, policies, procedures, etc. will exist beyond the activities required for incident resolution and should not delay closing the Incident, but will be implemented by the Director of Patient Resource Centers and/or the Director of Security.

Facility Closures

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Security, must manage any required facility closures ensuring that:

- Essential services are maintained to all extents possible, even during an emergency.

- Minimum staffing levels are maintained.
- Required stakeholder communications are issued.
- An action plan for provision of essential services is immediately implemented until there is restoration of full services.
- A common area (lounge area) is available with food and bedding for employees asked to perform extended duty. Consider ways to support voluntary sequestration.
- Offsite employees may support administrative tasks, (e.g., time entry, scheduling, etc.).
- Large group meetings and non-essential meetings are suspended to limit or suspend travel.
- Telecommuting for applicable job functions is encouraged.
- Sufficient and accessible infection control supplies (e.g. hand-hygiene products, tissues and receptacles for disposal) are provided in all facility areas. Increase surface cleaning in common areas as necessary.
- Work is re-prioritized or suspended when resources are in short supply.
- Contingency plans for major projects are implemented.
- Major projects that cannot be supported with reduced resources are safely shut down.
- Operational contingency plans are implemented if essential operations are threatened.
- Emergency assignments are made to non-typical job classifications, as needed.

Incident Reporting

Incident reporting must be documented by the Patient Resource Manager, in coordination with the Director of Patient Resource Centers and/or the Director of Security, in accordance with Bloomfield Industries' reporting and notifications policies and procedures. The process includes:

- Anyone with knowledge or a reasonable suspicion of an Incident is instructed to make an immediate report to the Patient Center Manager and record the Incident in the Incident Log. All Incident activities, from receipt of the initial report through post-Incident review, are to be documented. The Director of Security is responsible for ensuring all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review. Recording must include:
    - A summary of the Incident providing a general description of events, approximate timelines, parties involved, resolution of the incident, external notifications required, and recommendations for prevention and remediation.

  - A description of Incident events, indicating specific timelines, personnel involved, hours spent on various activities, impact to affected parties, employees, ensuing discussions, decisions and assignments made, problems encountered, successful and unsuccessful activities, notifications required or recommended, steps taken for containment and remediation, recommendations for prevention and remediation (short-term and long-term), identification of policy and procedure gaps, and results of post-incident review.
- All relevant documentation will be retained by the Director of Security and archived electronically in redundant and geographically dispersed Class 5 data centers. Access to the documentation and repository is typically restricted to management and executives.

Post-Incident Review

A review of incident-related activities is a required. All affected parties are recommended participants in the review.

- The Director of Security will host a Post-Incident Review after each Incident has been resolved; this discussion should be scheduled within two to three weeks of the Incident's remediation. The review is an examination of the Incident and all related activities and events. All activities performed relevant to the Incident should be reviewed with an eye towards improving the over-all incident response process.
- Recommendations on changes to policy, process, safeguards, etc. are both an input to and by-product of this review. All discussion, recommendations, and assignments are to be documented for distribution to the Leadership Team.

Department and Law Enforcement Reporting

The Director of Security will immediately notify appropriate law enforcement authorities within twenty-four hours after discovering the following:

1. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving Bloomfield Industries or an employee;
2. Any suspicious act involving the sale of medical marijuana products by any person;
3. Unauthorized destruction of medical marijuana products;
4. Any loss or unauthorized alteration of records related to medical marijuana products, certified patients, designated caregivers, or employees;
5. An alarm activation or other event that requires response by public safety personnel;

6. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
7. Any other breach of security.

All documentation related to an Incident that is reportable must be maintained for no less than one year and made available to law enforcement authorities acting within their lawful jurisdiction upon request.

Follow-up

The Director of Patient Resource Centers will follow-up with the all affected parties, as required and appropriate.

Incident Containment Activities

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

Corrective Measures

General – Corrective Measures

The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and the Director of Security, will determine and cause the execution of the appropriate activities and processes required to quickly restore circumstances to a normalized (secure) state. Corrective measures are designed with the primary objectives of:

- Securing the environment.
- Restoring the environment to its normalized state.

Corrective measures – Unauthorized Entry/Robbery

The activities that may be required to return conditions from *unauthorized entry* to a normalized and secure processing state may include:

1. Change all security codes. Install/replace locks and issue keys only to authorized personnel.
2. Ensure any video of the Incident is archived. Restore security devices and/or apparatus to working condition.
3. Repair any physical damage to the facility.
4. Provide employee and patient counseling, as needed.
5. Perform a security re-training as soon as possible.
6. Modify Access Control Log as deemed appropriate.
7. Notify Director of Security of status and any action taken.

Corrective measures – Unauthorized Acquisition – Internal Theft/Burglary

The activities that may be required to return conditions from an *unauthorized acquisition* to a normalized and secure state include:

1. Retrieve or restore assets where possible.
2. Store all sensitive materials and products in a secure manner (e.g., lockable cabinets or storage areas/container).
3. Install/replace locks and issue keys only to authorized personnel. Update the Access Control Log as necessary.
4. Restore security devices and/or apparatus to working condition.

5. Remove and retain unauthorized equipment from network/area.
6. Implement physical security devices and improvements (e.g., equipment cables, alarms) as deemed appropriate.
7. Perform a security re-training as soon as possible.
8. Notify Director of Security of status and any action taken.

Guidelines for Personnel

The primary objective in any situation that may require corrective measures is to determine if the problem being reported is truly a reportable Incident. In most instances, the problem being reported will not constitute an Incident as defined within the protocols. However, the protocols can be good guidelines for dealing with other minor issues. No set of questions will address every circumstance; previous experience with an individual and intuition may be relied upon to help determine if an incident has occurred.

Responsible Personnel

All employees are responsible for asking necessary questions about problems and/or incidents, making a reasonable attempt at determining if an Incident has occurred, recording facts and responses to questions, and forwarding pertinent information to the Patient Resource Center Manager. The process for reporting problems includes:

- Familiarity with these protocols to assist support personnel in making a determination if a security problem and/or incident has occurred.
- Individuals reporting problems and/or incidents should be informed as to the reason for the questions and all individuals should be encouraged to openly discuss the problem being reported.
- Any information provided by an individual that helps in the determination of an Incident is of considerable value; the individual's cooperation is critical, greatly appreciated, and should be recognized.

Discovery and Reporting

If the facts regarding a situation indicate that an Incident may have occurred, employees should assume that an incident has actually occurred and perform the following activities:

1. Obtain and record the contact information for the individual reporting the problem (name, telephone numbers, and email address).

2. Record relevant information about the incident (e.g., time/date of suspected occurrence, type of information compromised, location of the compromise).
3. Inform the individual to expect contact from a member of management.
4. Request the individual treat the incident as a confidential matter.

Incident Escalation

The Patient Resource Center Manager, in coordination with the Security Officers, is responsible for making an early determination if an Incident has occurred or might be indicated. If the staff member cannot reach the Patient Resource Center Manager or a Security Officer, the Director of Security must be contacted as soon as possible.

Patient Financial Assistance Program

Bloomfield Industries is committed to treating all patients with compassion, respect, and dignity regardless of socioeconomic or mental health status. According to the World Health Organization, chronic diseases and poverty are interconnected in a vicious cycle. Chronic disease is concentrated among those with low incomes. They are more vulnerable due to: material deprivation, psychosocial stresses, higher risk community behaviors, unhealthy living conditions, and limited access to healthcare. Additionally, chronic diseases can create a significant financial burden on individuals (especially women) and families, and accelerate a downward financial spiral of worsening disease and poverty. (World Health Organization, http://www.who.int/chp/chronic_disease_report/part2_ch2/en/, Accessed July 1, 2014).

Although effective and safe, medical marijuana products can be an expensive treatment option for patients. Medical marijuana products are not allowed as a deductible healthcare expense for federal income tax purposes, nor are they covered by medical insurance. Bloomfield Industries recognizes the burden this can place on some patients and is committed to assisting those who would experience a financial hardship if they became certified patient. We are committed to providing safe access to quality medical marijuana products for all eligible patients.

Our financial assistance program – which will be submitted to the Department for approval by the Commissioner – is a sliding scale program that will provide support to the greatest number of patients possible based on income. Proof of assistance from another need-based support program will serve as sufficient evidence for enrollment in the financial assistance program. This procedure does not require our staff to possess, review, or make judgments on the validity of

private patient financial information. Should the patient submit financial data for consideration, Bloomfield Industries will not retain copies of personal information.

The program will provide assistance vouchers for purchases to program participants. Assistance vouchers allow patients access to all forms of medical marijuana product and will not limit them to a restricted selection of discounted product. The value of a monthly assistance voucher will ensure access. It will be awarded to participating patients based on income level and patient needs according to thirty-day supply limits determined by the recommending physician. The point of sale system will be utilized to track the program, including assistance voucher amounts and voucher expiration dates. The program budget and number of patients awarded access to the program will grow as the company grows. Bloomfield Industries will additionally allow patients to sponsor other patients in need of financial support for obtaining their medicine. The Bloomfield Industries financial assistance program aims to assist as many patients as possible while maintaining sufficient assets to achieve financial stability and provide for growth. Additionally, funding for the program must be balanced with other community support initiatives.

Bloomfield Industries is also considering offering a Feedback Discount Program that would allow a 1% discount for each day patients consistently provide feedback through the Bloomfield Industries Patient Feedback System, up to a total of 31% off per month. The intention is that such a program will encourage patients to report symptoms and other experience data that will help make New York a leader in medical marijuana research.

Financial Assistance Program Management

Program Oversight

- The Chief Medical Officer must authorize the Financial Assistance budget annually.
- The Director of Patient Resource Centers will authorize any operational program changes.
- The Financial Assistance Program is overseen by the Patient Services and Community Outreach Manager.
- The Patient Services and Community Outreach Manager will develop program documents and procedures to be approved by the Director of Patient Resource Centers.
- The Patient Services Coordinator implements the Financial Assistance Program at the Patient Resource Center.

Eligibility

- Financial assistance may be granted to patients who are properly registered with the Department. Participation is based on the patient's income, not that of their caregiver.
- A patient must provide proof of receipt of assistance from an approved program or provide certified copies of their federal or state tax returns in order to qualify for assistance.
- The Patient Services Coordinator will grant final approval on any hardship application received at the Patient Resource Center.
- The Patient Services Coordinator will have the authority to grant financial assistance with Patient Services and Community Outreach Manager approval to a patient for reasons other than financial hardship including, but not limited to:
    - Active duty or veteran status;
    - Hospice status;
    - Disability status; or
    - Senior citizen status.

Acceptable Proof of Need

- A patient may provide an award letter (issued within the previous 12 months) from any of the programs listed below as proof of eligibility.
- Additionally, a patient may submit a certified copy of a federal or state income tax return for verification.
- Patients receiving the following aid or with certified tax return adjusted gross income between 201% and 300% of federal household poverty guidelines will qualify for the standard voucher level:
    - Unemployment benefits (must be current – within one month)
    - Workers compensation benefits (must be current – within one month)
    - WIC, SNAP or LIHEAP
    - Medicaid
- Patients with income between 100% and 200% of federal household poverty guidelines will qualify for the plus voucher level.
- Patients receiving the Earned Income Tax Credit or with income under federal poverty guidelines will qualify for the maximum voucher level.

Assistance Award Vouchers

- During initial operations, Bloomfield Industries will issue assistance vouchers equivalent to a percentage of projected annual gross income to be determined once operational.
- Once the company has recouped expenses from the initial capital outlays or begins to cover debt service obligations, the voucher program will be increased to a higher percentage of the previous year's gross income.
- The Chief Medical Officer may adjust these levels based on the desired mix of community and patient support and community giving.
- Assistance voucher levels are based on the assumption that most patients consume one and a half grams of medical marijuana product per day (1.6 ounces per month).
- The maximum assistance voucher would provide patients at and below the poverty line the equivalent of 1.6 ounces per month at a price of $15.00 per gram.
- If a patient has need beyond the maximum award level, the Patient Services and Community Outreach Manager may approve a higher assistance voucher award at their discretion.

Program Terms

- The Patient Services Coordinator at each dispensing facility will approve or deny all applicants to the financial assistance program.
- The Patient Services Coordinator may award assistance voucher status to patients temporarily due to unemployment or injury as approved by the Patient Services and Community Outreach Manager.
- Additionally, with Patient Services and Community Outreach Manager approval, the Patient Services Coordinator may award assistance voucher status to veterans, senior citizens, and other patients on a case-by-case basis.
- The Patient Services Coordinator will maintain a waiting list of applicants to select new participants when program slots become available.
- Vouchers may be used for medical marijuana products and/or a vaporizer.
- Patients must provide new assistance award letters upon the one-year anniversary of the award or provide tax returns every twelve months to maintain status in the program.
- Patients receiving assistance vouchers based on unemployment or a worker's compensation injury must provide documentation of eligibility monthly.

Recordkeeping

- The Patient Services Coordinator will remove any patient suspected of diversion from the program immediately.
- The Patient Services Coordinator will not retain any patient documentation used to verify financial status.
    - All financial documentation submitted for review will be scanned and returned immediately to the patient upon verification.

Patient-to-Patient Assistance Program

Bloomfield Industries believes there are many ways that certified patients can receive support from our extended community. For example, patients who would like to help certified low-income patients gain access to medical marijuana products may sponsor a fellow certified patient.

The voluntary program managed by the Patient Services Coordinator will accept patient and caregiver donations and apply them as assistance voucher credits to patients who have been placed on the waiting list for the financial assistance program.

Donations are not tax deductible and should not be represented as such by any employee of Bloomfield Industries. Donations should be considered personal gifts.

Vouchers will be approved by the Patient Services and Community Outreach Manager and awarded by the Patient Services Coordinator monthly by the 25th day of the month based on the previous month's donations.

Additional Services

Shuttle Services and Home Delivery

In an effort to ensure patient access to medical marijuana products, Bloomfield Industries will explore the possibility of offering shuttle services and/or home delivery, with Department approval.

Patient Hotline

Bloomfield Industries will seek to partner with SafetyCall International PLLC (SafetyCall) to assist in the implementation of standard of care, post-market surveillance services associated

with the sale, distribution, and use of medical marijuana products manufactured by Bloomfield Industries. It believes it would be helpful to centralize a call service to answer any questions patients may have about medical marijuana products. Bloomfield Industries will seek cooperation with industry partners and the state to develop and staff this 24-hour hotline for patients. It believes this is likely the most cost-effective and convenient solution for all patients in New York State.

Complementary Lifestyle Services

Bloomfield Industries views providing medical marijuana products as only one aspect of an integrated approach to healthcare and lifestyle management. In following this approach, Bloomfield Industries will seek to develop partnerships with local providers to offer its patients various complementary health-related services at a discounted rate, including:

- Acupuncture Treatments
- Massage Therapy
- Meditation
- Yoga
- Nutritional Consultation
- Other potentially helpful treatment methods

Substance Abuse and Prevention

Bloomfield Industries will be proactive in recognizing and preventing substance abuse. Brochures and educational information on substance abuse, including a list of local providers, will be readily available and displayed prominently at all Patient Resource Centers. In the event that a potential substance abuse problem is identified, based on data collected or employee observation, the patient will be notified and provided with a list of local providers for patient assistance, drug and alcohol treatment, and family services that patients may access without Bloomfield Industries involvement. It is at the Patient Resource Center Manager's or Patient Services Coordinator’s discretion the extent to which they will provide additional assessment, evaluation, counseling, and/or referral for treatment. All Patient Resource Center employees will be thoroughly trained on identifying substance abuse problems.

Bloomfield Industries will assure that our patients receive appropriate services and products to assist them in achieving their optimum level of health. Because patients who come to the

Patient Resource Center with conditions that cause them distress may demonstrate an increased likelihood of problems associated with the use of alcohol or other drugs, it is important to identify those with addiction disorders quickly, and refer them for assessment and associated care if needed.

The Patient Services Coordinator will refer patients who have been identified as needing assistance or have requested assistance to a licensed counselor for assessment interview, recommendations, development of a treatment plan, if necessary, and coordination of admission to outpatient or inpatient program.

In addition, Patient Resource Center employees will be equipped to educate patients, parents, and caregivers on how to identify signs of substance abuse and how to deal with substance abuse. Bloomfield Industries will also have readily accessible information and educational materials available at Patient Resource Centers relating to youth substance abuse prevention.

Community Outreach

Bloomfield Industries is committed to being an active, responsible member of the community by donating resources and providing its patients and the community it serves with accountable, transparent, and professional support services. It plans to be a collaborative partner in supporting the needs of the community by building relationships with the community's municipal, business, law enforcement, healthcare, and non-profit professionals.

Bloomfield Industries will continue to reach out to local community organizations and other stakeholders to assess the community's attitude regarding its operations in the community. It has initiated the process of communicating with local leaders and businesses to assure public opinion is favorable and alleviate any concerns. Bloomfield Industries has also established an active line of communication with local law enforcement leaders. It is committed to maintaining a close working relationship with local law enforcement to enhance its ability to provide a secure and positive experience for its employees, patients, caregivers, and the community. By maintaining active lines of communication with the community's leaders and stakeholders, Bloomfield Industries believes that it can stay abreast of the issues affecting the community and deploy its resources to assist community leaders in dealing with these issues.

Bloomfield Industries is committed to making a positive impact in the communities where its facilities are located. Both the management team and employees will be encouraged to contribute to and get involved in local community programs and organizations. Additionally, the

Patient Services and Community Outreach Manager's duties include actively seeking out local organizations with whom Bloomfield Industries can create partnerships. Bloomfield Industries employees will be encouraged to donate their time to organizations in which they are personally interested and to organizations with which the company has created partnerships.

Bloomfield Industries will also directly support the communities where its facilities are located by providing high-paying jobs and training for the unemployed, preferentially seeking out Veterans and those living locally.

A major component of Bloomfield Industries' Community Outreach Program will be annual monetary contributions to local communities and organizations. While locations where Bloomfield Industries facilities exist will be the priority, it is committed to engagement with all who are affected by medical marijuana.

There will be two phases to the annual monetary contributions. Phase one includes a fixed $5,000 donation to an organization in each city where there is a Bloomfield Industries facility. Phase two will begin when Bloomfield Industries becomes profitable and can afford to be more generous. Contributions will be made to organizations with tax-exempt status under Section 501 (c)(3) of the U.S. Internal Revenue Code.

Like the patient population and the communities where they live, the areas that could benefit from Bloomfield Industries Community Outreach Program are broad and diverse. The Patient Services and Community Outreach Manager will work with the Patient Services Coordinators and the Patient Advisory Board to determine how to disperse funds appropriately. The disbursement plan will be approved by the Chief Medical Officer. The plan will likely be different each year and target different geographies within New York State.

Bloomfield Industries intends to give preference to substance abuse awareness and prevention, medical marijuana research, Veterans services, early childhood education, and public parks and community health. Accordingly, Bloomfield Industries will direct attention and resources to community organizations and programs with the same point of view.

Bloomfield Industries recognizes the benefits of collaboration. It believes it would be beneficial to all communities involved if the five selected registered organizations work together to support the programs and areas outlined. Bloomfield Industries primary objective is improving the lives of the patients and their communities. The organization is committed to delivering scientifically proven, pharmaceutical-grade, medical marijuana therapies to certified patients with serious

medical conditions throughout New York State. We are committed to investigating any and all ways to make this a reality.

Pharmacy Internship Program

Bloomfield Industries will actively pursue the opportunity for its pharmacists to serve as preceptors for students progressing toward a degree in pharmacy. Bloomfield Industries hopes to serve as an industry leader in providing a medical marijuana experiential education opportunity to pharmacy students.

Pharmacists will serve as preceptors for interning pharmacy students who have successfully completed the first professional year of study in an Accreditation Council for Pharmacy Education (ACPE) program, and have applied and received a limited (intern) permit from New York State Education Department's Office of the Professions.

Internships will focus on the clinical application of medical marijuana based medicine. Interns will be exposed to the clinical aspects of a dispensing facility, as well as learn about the cultivation and manufacturing aspects of the Bloomfield Industries' operations.

Attachment D – Operating Plan: Section 4 – Devices

Introduction

After an exhaustive vetting process, Bloomfield Industries' science team has tested more than 30 vape pens. We have identified the best-in-class product to meet the needs of our patients at a price point that is comparable to similar products in the market.

Device

The Patient Resource Centers will sell the Tornado vaporizer pen by Vapor Connoisseur, which is a vaporized CO2 oil pen. This will be sold as a kit in Allayent branded, tamper-evident packaging. Replacement coils for this vaporizer pen will also be sold. The Allayent vaporizer pen offers enhanced product longevity and a non-clogging cartridge. The specifications of the Allayent Vaporizer Kit:

- Vaporizer Size: 115.0mm*18.0mm
- Battery Capacity: 2200 mAh
- Normal Working Voltage: 2.7V - 4.2V
- Battery Color: 10 Colors Available
- Atomizer Size: 42.0mm*18.0mm
- Atomizer Weight: 80g ± 2.0g
- Atomizer Resistance: 1.0Ω (Double Wick)
- Atomizer Color: Silver & Gold
- 1pc Battery
- 1pc Atomizer
- 1pc Replacement Coil
- 1pc Replacement Cotton
- 1pc Zipper Case

Attachment D – Operating Plan: Section 5 - Security and Control

Introduction

Bloomfield Industries Inc. grows marijuana, and manufactures and distributes medical marijuana products, which is a controlled substance with many incentives for diversion. Supply chain security is a top priority of Bloomfield Industries and a primary job duty of all employees, reinforcing a company-wide culture of responsibility. The Director of Security will be responsible for the development and implementation of the anti-diversion policies and procedures, with the unit managers and Security Officers responsible for oversight at each facility.

Diversion includes, but is not limited to, employee or third-party theft or transfer of medical marijuana products by an employee, patient, or caregiver to an unqualified individual. Best practice dictates that Bloomfield Industries demonstrates control and security over its controlled substances inventory.

Bloomfield Industries has comprehensive policies and procedures to be implemented by the organization in order to ensure the prevention of diversion, abuse, and other illegal or unauthorized conduct relating to marijuana and medical marijuana products. Specifically, all marijuana and medical marijuana products will be stored in such a manner as to prevent diversion. Bloomfield Industries will have a robust security system that prevents and detects diversion, theft, or loss of marijuana and medical marijuana products.

Specific considerations regarding anti-diversion measures include methods for increased patient accountability along with methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories.

Overview

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

Prior to transporting any approved medical marijuana product, Bloomfield shall complete a shipping manifest using a form determined by the Department. A copy of the shipping manifest shall be transmitted to the dispensing facility that will receive the products and to the Department at least two business days prior to transport. Bloomfield shall maintain all shipping manifests and make them available to the Department for inspection upon request, for a period of 5 years. A transport team member shall possess a copy of the shipping manifest at all times when transporting or delivering approved medical marijuana products and shall produce it to the commissioner, the commissioner's authorized representative or law enforcement official upon request.

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

Diversion Prevention Procedures

Employee Background Check

Bloomfield Industries will not employ anyone with a history of theft or diversion based on a background check report. If an employee is identified who has been convicted of a felony involving theft or diversion or any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the public health law, he or she will be terminated.

Employee Training

Extensive training of all Bloomfield Industries employees will ensure that all staff is both knowledgeable of security and diversion issues and properly trained to comply with all required security measures.

Access to Bloomfield Industries Facilities

No person, will be allowed on the premises of any facility unless they are an authorized Bloomfield Industries employee or visitor, or in the case of a dispensing facility, a certified patient or designated caregiver with a valid registry identification card issued by the Department.

Employee Access to Medical Marijuana Products

Control against diversion begins at our manufacturing facility. All employees with access to marijuana must travel thru the employee locker room in order to gain access to areas where marijuana plants are being grown, harvested, and processed into medical marijuana. They will be required to change into company uniforms that do not have pockets. Their personal objects, such as cell phones, will be carried in clear (fanny packs) provided to them by Bloomfield. Similar to airport TSA procedures, all employees including security staff and executives will be randomly searched upon leaving the facility

Manufacturing Facility

Access to cultivation areas is restricted to employees and regulators and based on their granted level of security access. Access to each separate functional area is granted to an employee based on his or her experience, tenure, and level of responsibility. All marijuana that is not part of a finished product will be stored in a secure area or location and will be accessible only to the minimum number of employees essential for efficient operation.

All plant material from propagation to the transfer to manufacturing is tracked throughout the cultivation process. Transfers of marijuana must be:

1. Approved by a director level employee,
2. Documented fully in the inventory control system and by camera surveillance, and
3. Limited to the internal manufacturing unit. No usable plant material may ever leave the production facility.

Dispensing Facility

The dispensing facilities are divided into a public waiting area, a secured patient and caregiver waiting area, and areas restricted to authorized employees. Security Officers on duty will ensure only certified patients and caregivers are in the secured waiting area.

Access to restricted areas, including the sales area, storage areas, and delivery area is restricted to dispensing facility employees and a very limited number of authorized visitors who have been given a visitor badge and are on the premises solely for approved business purposes. Certain areas in the restricted area will be even further restricted to some dispensing facility employees based on level of responsibility.

Visitors Access to Medical Marijuana Products

Visitors will be handled in accordance with the visitor policies and procedures. Visitors will always be accompanied by authorized personnel and will never be granted access to marijuana or medical marijuana product storage areas unless required for provision of services.

All persons who are not employees, certified patients, or designated caregivers, but who have been authorized, in writing, to enter the facility by the Department shall obtain a visitor identification badge from a facility employee prior to entering the dispensing facility. A facility employee shall escort and monitor the visitor at all times while the visitor is in the facility. The visitor identification badge shall be visible at all times. The facility will require the visitor to return the identification badge to a facility employee upon exiting the facility.

Each facility will maintain a visitor log, which shall include the name of the visitor (verified), date, time, and purpose of the visit. The visitor log shall be available to the Department at all times during operating hours and upon request.

If an unforeseen circumstance requires the presence of a visitor and makes it impractical for a facility to obtain prior authorization from the Department, the facility will record in the visitor log, the name of the visitor, date, time, purpose of the visit, and the facts upon which the access was granted.

Patient Diversion Education

Each new certified patient or designated caregiver will be advised by the employee responsible for the intake process that diversion is a crime and their registration as a patient will be impacted by any diversion incident. Each patient will receive a safety insert with each product that includes language stating that the certified patient may not distribute medical marijuana product to anyone else. Additionally, each patient will be advised that Bloomfield Industries will refuse service to any patient or caregiver who is suspected of diversion or smurfing, the act of visiting multiple dispensing facilities in order to gain medical marijuana products in excess of allowed limits.

Inventory Management and Point of Sale System

The inventory management and point of sale system provides additional opportunities to increase control over marijuana and medical marijuana products. Unit Managers will review entries and transactions in accordance with the unit-specific schedule.

Environmental Scanning

The Director of Security will regularly review information from external sources including law enforcement, trade and patient associations, advocacy groups, list serves, web forums, and patients and caregivers related to factors that may impact the incentive for diversion (i.e., system-wide shortages, changes in law, rapidly increasing patient registrations, etc.). If the Director of Security concludes that a change in diversion risk based on environmental factors exists, a risk mitigation plan will be developed and implemented.

Packaging and Labeling

Medical marijuana products will be packaged in child-resistant and tamper-proof or tamper-evident, light-resistant unit-doses (i.e., 1g concentrate or 50g Medical Marijuana Product (MMP)) packaging. For deliveries from the manufacturing facility to the dispensing facility, tamper-proof tape and single-use identification coding will be used to secure containers. All

packaging and labeling must be in accordance with the Bloomfield Industries policies and procedures for packaging, labeling, product storage, and delivery.

Receiving Medical Marijuana Products

All medical marijuana products delivered to the dispensing facility will be documented in the inventory control and point of sale system in accordance with Department regulations and Bloomfield Industries policies and procedures.

Two employees, one being a Security Officer, are required to receive any medical marijuana products into inventory at any location. The entire transaction will be monitored live by the Director of Security in our control center. Each employee will confirm by signature the accuracy of the delivery invoice, identification numbers, number of containers, the total inventory count received, and the accuracy of the entry of the inventory into the inventory management system in accordance with the inventory management policies and procedures.

Storage of Expired and Wasted Medical Marijuana Products

All medical marijuana products awaiting disposal will be stored in a locked container, recorded, and disposed of in accordance with the waste disposal policies and procedures.

Waste Disposal

Bloomfield Industries has a comprehensive system for systematically collecting and properly destroying all marijuana-containing materials. The final material disposal will render both finished product and precursor materials completely unrecoverable beyond reclamation. Routine disposal procedures will include company employees to securely transport all materials designated for destruction to a state-approved disposal facility. Separate application(s) will be obtained, in compliance with all government regulations, should Bloomfield Industries choose to use an onsite incinerator to destroy either marijuana or cannabinoid containing products.

Controlled waste materials for destruction may originate from several sources:

- Marijuana stems or other unusable plant materials generated at the manufacturing site which will be weighed, labeled, and stored in a limited access area until they can be properly destroyed.

- All cannabinoid containing extracts, concentrates, in-process materials, and bulk product that cannot be further processed into approvable packaged product will be labeled and held under quarantine in a secure storage area until they can be properly destroyed.
- Packaged product determined to not meet the minimum safety standards and specifications for brand consistency or otherwise rejected by Quality Assurance will be held under quarantine in a secure storage area separate from any released products until they can be properly destroyed.
- Packaged medical marijuana products at a dispensing facility that become damaged, short dated, or were returned by a customer will be securely stored at the dispensing facility until they can be properly transported to the manufacturing site and securely stored until they can be properly destroyed.
- Any products that were subjected to improper storage conditions, including but not limited to. extremes in temperature, water damage, or smoke due to natural disasters, fires, or equipment failures will be held under quarantine and securely stored until they can be properly destroyed.
- Upon notification by the appropriate New York State department, any individual lot or all lots of medical marijuana products will be held under quarantine and securely stored until they can be properly destroyed.

All of the above marijuana materials and medical marijuana products will be transported in a locked and secure storage compartment via a transporting vehicle that has been approved by the Department for this purpose. All shipments of material designated for destruction will travel from the manufacturing facility directly to an approved waste disposal facility and will not make any unnecessary stops in between. All transport vehicles will be staffed or accompanied by a minimum of two company employees and at least one company transport team member will remain with the vehicle at all times until these material are received and quarantined at the designated destruction facility.

The selection and authorization of a designated destruction facility will be performed in full compliance with Department of Health (DOH) Part 80 Rules and Regulations on Controlled Substances including Section 80.51 requiring DOH approval of the manner and detail of such disposal pursuant to a properly submitted written request.

Bloomfield Industries will confirm any designated destruction facilities are appropriately licensed and has obtained all required DOH approvals before transporting any marijuana waste

materials. Selected destruction facilities shall be contractually required to render all materials totally unrecoverable and beyond reclamation upon disposal.

Waste Disposal Log

All waste disposed of must be recorded in the Waste Disposal Log including:

1. The date of disposal;
2. The type and quantity disposed of;
3. The manner of disposal; and
4. The name of the patient or caregiver who supplied the waste if applicable.

Excess Product Disposal

Any marijuana product that is not needed for normal, efficient operation in order to serve the projected needs of certified patients must be disposed in accordance with this section. The Director of Patient Resource Centers, in coordination with the Patient Resource Manager, will determine and document the need for excess inventory disposal.

Liquid Waste Requirements

Liquid waste containing nutrient residues, marijuana, or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water, groundwater, and sewers, or disposed of in an industrial wastewater holding tank.

Unauthorized Destruction of Marijuana

Any employee must report the unauthorized destruction of marijuana to the general manager. The general manager must report any verifiable incident to the Department and law enforcement in accordance with Bloomfield Industries policies and procedures for recordkeeping, reporting, and notifications, and Department regulations.

Attachment D – Operating Plan: Section 6 – Standard Operating Procedures

Introduction

Bloomfield Industries has developed a comprehensive system of Standard Operating Procedures similar to those utilized by other pharmaceutical companies to govern how it will conduct all of its operations. These corporate mandated requirements extend to all company operations including cultivation, manufacturing procedures, product testing, stability and ongoing quality assurance. This integrated system of interdepartmental checks and balances is designed to hold both company management and all its employees accountable for producing only the highest quality medicinal products clearly spelling out their individual and collective responsibilities.

A standard operating procedure manual for all methods used from cultivation of the medical marijuana through packaging, sealing and labeling of each lot of medical marihuana product. The procedures shall include use of good agricultural practices (GAPs) and must conform to all applicable laws and rules of New York State. Standard operating procedures shall be able to be validated to demonstrate that the applicant will be able to produce and dispense consistent and reproducible medical marihuana product such that, for each form of each brand produced, there is homogeneity, absence of contamination and reproducibility of the brand profile in each lot as defined in 10 NYCRR § 1004.11

By rigorously following established FDA current Good Manufacturing Practices utilized throughout the pharmaceutical industry, these Standard Operating Procedures demonstrate that Bloomfield Industries can ensure the successful development, manufacture, quality and availability of at least a one year supply for each brand offered.

STANDARD OPERATING PROCEDURE

TITLE: ISSUANCE AND OPERATION OF A STANDARD OPERATING PROCEDURE SYSTEM	
SOP # 001	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to operate under a documented system of Standard Operating Procedures (SOPs) designed to assure compliance with all applicable government regulations. This SOP outlines the methods to be followed in writing and implementing this Standard Operating Procedure system.

RESPONSIBILITIES:

1) It is the responsibility of all company personnel to follow these procedures as written.

2) It is the responsibility of all company supervisors to be familiar with the written SOPs for their department. They shall ensure their personnel follow these established written procedures. They are also responsible for being aware of any problems which prevent compliance with these SOPs and for recommending any required revisions or improvements.

3) It is the responsibility of the Director of Quality Assurance to define and manage the company Quality Assurance program including the company Standard Operating Procedures

4) It is the responsibility of the Chief Compliance Officer to oversee and ensure all company operations are routinely performed according to these Standard Operating Procedures.

PROCEDURE:

1) There shall be written Standard Operating Procedures to cover all major steps of any cultivation, manufacturing, packaging, labeling, distribution, dispensing and quality assurance operations.

2) SOPs may be written by any company supervisor, manager, director or consultant for areas where there are knowledgeable or have supervisory responsibility.

3) All SOPs must be properly approved before taking effect. Approval may be provided by the Director responsible for these operations, the Director of Quality Assurance or any other individual authorized in writing by senior company executives.

4) All SOPs shall be numbered.
   Example: SOP # 001 (Initial Version of this SOP)
   The numbering of SOPs will be organized in an orderly manner with appropriate suffixes to indicate related procedures.
   Example: SOP # 002 Receipt and Quarantine of Incoming Materials
   SOP # 002A Physical Inspection and Sampling of Unreleased Materials

5) Revisions may be made in accordance with preceding Paragraphs 2 through 4. Any such revisions will show the effective date of the revision. Revisions shall be numbered to clearly indicate this information.
Example: SOP #001-R1 (First revision of this SOP #001)

Material modifications or revisions to Standard Operating Procedures related to the cultivation, processing, manufacturing, distributing or dispensing policies may not be implemented without prior written approval of the appropriate NYS department.

IMPORTANT: This is a NYS regulation. Individual cultivation, manufacturing and packaging records or protocols may be revised based upon justifiable criteria and production experience, but SOP operating plan requirements cannot be revised without prior NYS department approval.

6) A current listing of all SOPs will be maintained (see attachment #1) by the Quality Assurance department. This listing will show the current procedure titles, numbers and revision (if any) for all Standard Operating Procedures in effect.

7) Current copies of the SOPs will be provided to all supervisors for their areas of responsibility. Revisions in a Standard Operating Procedure will be distributed by Quality Assurance to the individual department supervisors along a copy of the current SOP list.

8) Copies of the SOPs will be made accessible to any employee who is required to follow these procedures and all employees will be advised of the location of these Procedures.

9) Standard Operating Procedures will utilize a uniform format including the following sections:
PURPOSE/POLICY
RESPONSIBILITIES
PROCEDURE

10) A current master file of signed, original SOPs shall be maintained by the Quality Assurance department. Obsolete procedures will be clearly marked as outdated and archived.

11) Any necessary variations from these established procedures must be documented by the Director responsible for the operations in question and approved by the Chief Compliance Officer. A written deviation from any Standard Operating Procedures shall be acceptable for only that single incident. Repeated variances for the same situation from a written procedure shall be addressed by updating the applicable SOP(s).

12) Any production records or other information required by these SOPs may be documented as either original paper records or other electronic reproductions of the original paper records. Electronic records that can be immediately retrieved from another location by computer or other electronic means shall be considered as meeting these requirements.

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SOP # 001 – Attachment 1

STANDARD OPERATING PROCEDURE

TITLE: EMPLOYEE TRAINING, QUALIFICATIONS AND RESTRICTIONS	
SOP# 001A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is Company policy to employ individuals who are qualified to properly perform their assigned job responsibilities. These employee qualifications and their compliance with applicable New York State regulations shall be documented and may consist of formal education, work experience, criminal history background checks, in-house training or combination thereof.

RESPONSIBILITIES:

1) It is the responsibility of all employees to provide documentation of previous education and work experience and participate in ongoing, in-house training programs.

2) The company managers are responsible for assigning job responsibilities consistent with their employee's demonstrated qualifications.

3) The company Chief Compliance Officer shall be responsible for assuring all employees have the required qualifications and employee background checks.

4) Quality Assurance is responsible for maintaining accurate records of each employee's relevant qualifications including in-house training records.

PROCEDURE:

1) Documentation of each employee's formal education (degrees completed, courses taken, etc.) shall be kept on file.

2) Where appropriate, a summary of previous work experience (i.e. a resume) shall be adequate documentation to demonstrate an employee's qualifications to perform or supervise facility operations.

3) All company employees will attend in-house training conducted by qualified individuals in current Good Manufacturing Procedures (cGMPs), general sanitary practices and in the specific Standard Operating Procedures (SOPs) which pertain to their assigned work responsibilities.
Such training shall be performed on an ongoing basis to assure the employee is familiar with these procedures and practices. A written record documenting the completed individual training procedures shall be signed by the participants and trainer during each training session.

4) Senior staff members will include at least one individual with a minimum of 10 years of experience in good agricultural practices (GAP).

5) Quality Assurance shall include an officer who shall exercise oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures.

6) All staff members will be twenty-one (21) years of age or older.

7) All staff members who could potentially come in contact with or handle medical marijuana or medical marijuana products will not include anyone who has been convicted of any felony of sale or possession of drugs, narcotics or controlled substances in accordance with the requirements of section thirty-three hundred sixty-four of the public health law.

8) All staff members who could potentially come in contact with or handle medical marijuana or medical marijuana products will not include anyone who has been convicted of a felony or had a registration or license suspended or revoked in any administrative or judicial proceeding.

9) All staff members who could potentially come in contact with or handle medical marijuana or 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

10) Personnel engaged in the manufacture, processing, packing or holding of medical marijuana products shall wear clean clothing appropriate for the duties they perform. Protective apparel, such as head, face, hand and arm coverings, shall be worn as necessary to protect products from contamination.

11) Any person shown at any time to have an apparent illness or open lesions that may adversely affect the safety or quality of a product shall be excluded from direct contact with components, product containers, closures, in-process materials and finished products. All personnel shall be instructed to inform their supervisor of any health conditions that may have an adverse effect on a product. All personnel shall practice good sanitation and health habits.

12) There shall be an adequate number of qualified personnel to perform and supervise the cultivation, manufacture, processing, packing, holding or shipment of each product. Only personnel authorized by supervisory personnel shall enter those areas of the buildings and facilities designated as a limited-access area. Records shall be maintained identifying those areas individuals are authorized to enter.

13) Consultants advising on the manufacture, processing, packing, holding or shipment of medical marijuana products shall have sufficient education, training, and experience, or any combination thereof, to advise on the subject for which they are retained. Records shall be maintained with the name, address, and qualifications of any consultants and the type of service they provide.

STANDARD OPERATING PROCEDURE

TITLE: QUALITY ASSURANCE AND CONTROL	
SOP # 001B	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to have an ongoing quality assurance and control program to assure the identity, strength, quality and purity of its medical marijuana products.

RESPONSIBILITIES:

1) The quality assurance unit shall have the responsibility and authority to approve or reject all raw materials, manufacturing components, product containers, closures and labeling, in-process materials, bulk product and packaged medical marijuana products.

2) The quality assurance unit that shall have the authority to review production records to assure that no errors have occurred or, if errors have occurred, that they have been fully investigated.

2) It is the responsibility of the Director of Quality Assurance to oversee the quality assurance unit and ensure it complies with all Standard Operating Procedures and individual written specifications for any components, products, labeling or production records it reviews.

PROCEDURE:

1) The quality unit shall approve all raw material, packaging component, in-process material, and finished product specifications impacting product identity, strength, quality and purity.

2) The quality unit shall approve or reject any products manufactured, processed or packed by the company. The responsibilities and procedures applicable to the quality unit shall be in writing; such written procedures shall be followed. The basis and justification for the approval or rejection of any product or component shall be documented.

3) Adequate laboratory facilities for the testing and approval (or rejection) of raw materials, packaging components, in-process materials and finished products shall be available to the quality assurance unit. External contract laboratory facilities may be utilized for this function. All laboratory testing will be documented.

4) Quality assurance personnel who exercise oversight of the organization's practices, procedures and laboratory testing shall have documented training and experience in quality assurance and control procedures.

STANDARD OPERATING PROCEDURE

TITLE: RECEIPT AND QUARANTINE OF INCOMING MATERIALS	
SOP # 002	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to utilize only those items that conform to all applicable standards to ensure the quality of its products. All received materials will be stored under quarantine until they are properly identified, examined and released for usage.

RESPONSIBILITIES:

1) It is the responsibility of all Receiving and Warehouse personnel to properly receive, store and document all material as described in this procedure.

2) It is the responsibility of the Departmental Supervisor(s) to ensure that this SOP is followed.

PROCEDURE:

1) ALL incoming production materials and supplies should be delivered to the designated quarantine area, which will be appropriately labeled "QUARANTINE/RECEIVING". See SOP #003B (Organization of Designated Manufacturing Facility Areas).

2) No material will be received unless its shipping documentation matches the corresponding Purchase Order or separate approval is given by the department manager. In case of any shipment discrepancy notify a supervisor or warehouse manager at once and do NOT accept the material into the facility without a supervisor's approval.

3) All materials received into the facility are issue a unique Receiving and Control Number, utilizing a Material Receiving and Inspection Record (see attachment 1) and receiving log book.

4) The following information is recorded in the receiving log book by the receiving personnel and confirmed by a second individual:

a) Sequential Receiving and Inspection Control Number
b) Name of Material
c) Date Received
d) Vendor or Source Name
e) Item Number (if any)
g) Vendor Lot Number
h) Purchase Order Number
f) Container Quantity (# of cartons, skids, case quantity, etc.) and total quantity
i) Received by signature
j) Checked by signature

5) All production materials, packaging components and labeling received into the facility must clearly be identified to show its status as quarantined. A red quarantine label showing the material name, item number, assigned receiving/control number, individual receiving the material and date received will be used for this purpose (see attachment 2).

6) The original receiving record, along with any packaging list and shipping records shall be forwarded to the appropriate department according to the established inventory practices. Additional copies of these receiving records will be provided to the appropriate production personnel for planning and quality assurance for inspection or sampling, as necessary.

MATERIAL RECEIVING AND INSPECTION RECORD # _____

Material Name: _____ Date: _____

Vendor Name: _____ Item # _____

Vendor Lot # _____ Purchase Order # _____

Container Quantities: _____
(# of cartons, skids, case quantity, etc.)

_____ Total Received: _____

Comments (if any): _____

Received by/Date: _____ Checked By/Date: _____

QUALITY ASSURANCE INSPECTION AND SAMPLING

Container Labeling: _____ Container Damage: _____

Container Seals: _____ Visual Contamination: _____

Comments (if any): _____

SHIPMENT SAMPLING: (See material specifications for sampling requirements)

Total Number of Containers: _____ Number of Containers Sampled: _____

Average Sample Size: _____ Total Quantity Sampled: _____

Comments (if any): _____

Performed by: _____ Date: _____

SOP # 002 Attachment 1

QUARANTINE LABEL

QUARANTINE	
Material:	
Item #	**Control #**
By:	**Date:**

SOP # 002 Attachment 2

STANDARD OPERATING PROCEDURE

TITLE: PHYSICAL INSPECTION AND SAMPLING OF UNRELEASED MATERIALS	
SOP # 002A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to physically inspect all production materials, packaging components, labeling and manufacturing supplies and to store these materials under quarantine until they are sampled and/or released for use in production.

RESPONSIBILITIES:

1) It is the responsibility of all Receiving and Warehouse personnel to properly receive and store all materials as described in this procedure.

2) It is the responsibility of Quality Assurance and designated plant personnel to sample and physically inspect all materials as described in this procedure.

PROCEDURE:

1) All production materials, packaging components, labeling and manufacturing supplies received into the facility are stored in an assigned quarantine area.

2) As the shipment is unloaded from the carrier, each container or skid will be inspected for physical damage by the receiving personnel.

3) Where extensive damage is found, the material in question should not be permitted into the facility and the receiving or warehouse manager should be immediately notified.

4) Any damaged material, which cannot be left on the truck, should be brought to the quarantine area and clearly marked as "DAMAGED" or "REJECTED". This damage must be clearly marked on any shipping documents (bill of lading) BEFORE the driver is permitted to leave the facility.

5) Where there is slight or moderate physical damage, the material should be more closely inspected in a well-lighted area. The Receiving/Warehouse Manager and/or Quality Assurance will make the decision as whether to accept or return the material.

6) Office supplies, manufacturing equipment, laboratory supplies and other similar items without an assigned Item Number shall be confirmed versus their Purchase Order and delivered directly to the appropriate department.

7) Quality Assurance shall visually examine each container or grouping of containers for appropriate labeling as to contents, container damage or broken seals and contamination.

This visual examination and any sampling shall be documented on the Material Receiving and Inspection Record by the individual performing this inspection.

8) Unless the material's written specifications specifically state otherwise, a representative sample shall be taken from each shipment and lot of material for testing or examination. The number of containers to be sampled, and the amount of material to be taken from each container, shall be based upon appropriate statistical criteria, supplier history and the quantity needed for examination, analysis or reserve samples.

9) Appropriate sampling techniques shall be utilized based upon the material being sampled.
- The containers shall be cleaned (when necessary), opened, sampled, and resealed in a manner designed to prevent contamination.
- Sterile equipment and aseptic sampling techniques shall be used when necessary.
- Sample containers shall be identified with the name of the material, item number, vendor lot number, container from which the sample was taken and the name/date of the person who collected the sample.
- Containers from which samples have been taken shall be marked to show that samples have been removed from them.

10) Any materials withdrawn for examination or testing shall be properly stored or destroyed in conformance with its written specification. No sampled materials shall be return to inventory.

11) All unreleased materials will remain in quarantine until Quality Assurance releases the materials for use. See SOP # 002B (Release of Quarantined Material).

12) All information concerning any investigation during the inspection or release process must be documented and kept on file regardless of the decision and final material disposition.

13) Material Receiving and Inspection Records and associated documentation shall be retained for at least 1 year after the expiration date of the last batch utilizing the material, or in case of general usage materials not applicable to individual production batches for at least five (5) years after its receipt.

STANDARD OPERATING PROCEDURE

TITLE: RELEASE OF QUARANTINED MATERIALS	
SOP # 002B	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to release for usage only those production materials, packaging components, labeling and manufacturing supplies that conform to their written specifications and applicable testing requirements.

RESPONSIBILITIES:

1) It is the responsibility of the Quality Assurance department to release only those production materials, packaging components, labeling and manufacturing supplies that comply with all testing requirements listed in the material's written specifications.

2) It is the responsibility of the Quality Assurance department to maintain current written specifications based upon the supplier's documentation and applicable regulations for all production materials, packaging components, labeling and manufacturing supplies.

3) It is the responsibility of the Director of Quality Assurance to oversee and ensure compliance with this Standard Operating Procedure.

PROCEDURE:

1) There will be individual, written specifications for each production material, packaging component, labeling and manufacturing supplies utilized in the commercial manufacturing, packaging and labeling of all medical marijuana products.

2) Whenever applicable all in-house component specifications shall include:
   - The official material or manufacturing name and description
   - At least one test to verify the identity of each product component. Specific identity tests, if they exist, shall be used.
   - Appropriate specifications for purity, strength, and quality if applicable
   - All required sampling and material examination criteria
   - Appropriate retest or reexamine interval

3) Each lot of production material, packaging component, labeling and manufacturing supplies shall be examined and if applicable, tested for conformity with all criteria listed in its written specifications. Records shall be maintained for each shipment received documenting its examination or testing and whether accepted or rejected

4) In lieu of in-house testing, a lot specific report or Certificate of Analysis may be accepted from the supplier of production materials provided the component identity is confirmed in-house as required in the individual material specifications.

Quality Assurance shall establish the reliability of the supplier's analyses through confirmation of the supplier's test results at appropriate intervals.

5) Packaging components shall be tested for conformity with their written specification. In lieu of in-house testing, a lot-specific certificate of testing may be accepted from the supplier, provided that at least a visual identification is confirmed in-house as required in the individual material specifications.
Quality Assurance shall establish the reliability of the supplier's testing through confirmation of the supplier's test results at appropriate intervals.

6) Each lot of labeling shall be examined for conformance with all criteria listed in its written specifications and proof read versus the authorized product label copy that was approved by the appropriate NYS department.

7) Each lot of production material, packaging component or manufacturing supplies that is liable to contamination with filth, insect infestation, or other adulterant shall be examined against established specifications for such contamination.
Each lot of production material, packaging component or manufacturing supplies with the potential for objectionable microbiological contamination shall be subjected to microbiological tests before use.

8) Appropriate manufacturing supplies for facility cleaning and sanitation or other facility uses that are not directly incorporated into a medical marijuana product shall be inspected visually for their correct label identification.
The applicable specification for these manufacturing supplies shall clearly identify these reduced material sampling and testing requirements.

9) A Material Release Log shall maintained by the Quality Assurance department. The date the material was received, material name, item number, material supplier, supplier lot number, and receiving/control number is recorded for each item. Columns for the receipt of the material supplier's Certificate of Analysis and laboratory test results are initialed and dated upon receipt or completion.

10) Any lot of production material, packaging component, labeling or manufacturing supplies that meets its appropriate written specifications may be approved and released for use.

11) Green release labels bearing the material name, item number, control number, name of authorizing person and date are prepared and affixed on each and every container partially covering the previous red quarantine label (see attachment 1).

12) Quality Assurance will prepare an Inventory Control Card (see attachment 2) for each lot of release production material, packaging component and labeling with the following typed information:
    a) Name of Material
    b) Item Number
    c) Receiving/Control Number
    d) Vendor Name
    e) Vendor Lot Number
    e) Container Quantity (# of cartons, case quantity, etc.)

f) Total quantity released
g) Expiration, retest or reexamination date (if any)
h) Any other specific information listed in the item's written specifications
i) Released by signature and date

A green release label, identical to those affixed to the item containers will by attached to the completed Inventory Control Card. An equivalent electronic version of this documentation is acceptable provided it meets all the preceding requirements.

13) Once the released labels are placed on the containers, the completed Inventory Control Card shall be forwarded to the warehouse personnel who will promptly move the released materials from the quarantine area for transfer to the production.

14) Any lot of material that does not meet its written specifications shall be rejected. Rejected production material, packaging component, labeling and manufacturing supplies shall be identified and controlled under quarantine to prevent their use in production.

15) Production material and packaging component supplies shall be retested or reexamined as appropriate and approved or rejected by the Quality Assurance department after storage for long periods or after exposure to conditions that might adversely affect the material or component suitability for use.

16) All documentation required by this Standard Operating Procedure shall be retained for at least 1 year after the expiration date of the last batch utilizing that material, or in case where the documentation does not apply to individual production batches for three (3) years after its last usage.

RELEASED LABEL

RELEASED	
Material:	
Item #	**Control #**
By:	**Date:**

SOP 002 Attachment 1

INVENTORY CONTROL CARD

Material Name: _____
Item Number: _____ Control Number: _____
Vendor Name: _____ Vendor Lot # _____
Container Quantities (Number of cartons and quantity per case):
_____
Total quantity released: _____
Expiry, retest or reexamination date (if any): _____
Other Specified Requirements: _____
Released by (Signature): _____ Date: _____

Attach RELEASED Label Here

Quantity Issued	Product Name	Batch Number	By	Date	Quantity Returned	By	Date	Balance Remaining

RECONCILIATION:
Gain/Loss: _____ ÷ Quantity Released: _____ X 100 = _____% Acceptable Limits: +/-____%

Performed By: _____ Date: _____ Confirmed By: _____ Date: _____

SOP 002 Attachment

STANDARD OPERATING PROCEDURE

TITLE: INVENTORY CONTROL AND ALLOCATION OF RELEASED MATERIALS	
SOP # 002C	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to accurately document the usage and reconciliation of all applicable materials, to ensure the tractability and proper accounting of its production materials, in-process manufacturing, packaging components, labeling and finished products.

RESPONSIBILITIES:

1) Warehouse personnel are responsible for maintaining accurate inventory records of all production materials, packaging components, labeling and in-process or finished medical marijuana containing products.

2) The Warehouse Manager is responsible for insuring that competent and responsible persons are assigned to the control and allocate of materials and components. He/she is also responsible for insuring that all components and materials are allocated in such a manner that the oldest stock is routinely used first.

3) It is the responsibility of the assigned warehouse personnel to track daily material usage and conduct physical inventory counts to ensure the accuracy of the material inventory system.

PROCEDURE:

1) Upon a material's release by Quality Assurance, warehouse personnel shall prepare inventory skid or container label(s) for each lot of production materials, packaging components and labeling in accordance with its Inventory Control Card.

2) One skid label per pallet shall be used, regardless of the number of containers for that item. Additional skid labels for the same item/control number can be used only as a continuation of the original skid label.

3) The following information shall be documented on each skid label:
   a) Material Name
   b) Item number
   c) Receiving/Control number
   d) Container Quantities (# of cartons, case quantity, etc…)
   e) Retest or expiry date (if applicable)
   g) Initial quantity (or remaining quantity upon its return to storage after partial usage)

4) The labeling and storage of all medical marijuana prior to any processing into extractable oils and product is managed in accordance with Cultivation Department procedures.
   See SOP # 010I – Cultivation Good Handling Practices

Quality Assurance will prepare an Inventory Control Card for any bulk stored marijuana prior to its distribution to another location for processing.

5) The Inventory Control Card provided by Quality Assurance will be used to record all material usage. The quantity of material withdrawn for each manufacturing or packaging operation along with its intended usage and remaining balance shall be promptly entered on the Inventory Control Card whenever any materials are removed from inventory for facility operations.

6) The Inventory Control Cards must be used to record all unused material returned to inventory upon completion of a manufacturing or packaging operation. The quantity of material returned to the warehouse and total remaining balance shall be promptly entered on the Inventory Control Card whenever any unused materials are returned to inventory.

7) Separate Inventory Control Cards must be maintained for each control numbers of the same material. Individual Skid Labels will be updated to show the remaining material (if any) prior to returning any unused materials to the warehouse for storage. Different control numbers of the same item must be stored in either separate warehouse locations or clearly segregated on the same skid for smaller quantities of the same material.

8) Whenever an individual Control Number for any production material, packaging component or labeling is depleted, warehouse personnel shall reconcile its usage and document any loss or gain for that Control/Receiving Number on the Inventory Control Card. The initial acceptable reconciliation limits for all production materials, packaging components or labeling shall be based upon its assigned Item Number utilizing the following criteria:

Classification	Type of Materials	Reconciliation Limits
Item Numbers starting with the letter "A"	Production excipients, diluents, packaging components or other materials directly incorporated into a medical marijuana product.	Released Quantity +/- 5.0% (95.0% to 105.0%)
Item Numbers starting with the letter "B"	Bulk materials and manufacturing supplies not directly incorporated into a medical marijuana product including soil, nutrients, pesticides, etc…	Not Reconciled. Usage is tracked for purchasing and reordering purposes only.
Item Numbers starting with the letter "C"	Controlled Materials including all Marijuana, Cannabinoid extracts, and medical marijuana products	Marijuana: +/- 2% of its initial dried weight (98.0% to 102.5%) Cannabinoid extracts and bulk, unpackaged medical marijuana products: +/- 1% (99.0% to 101.0%) Packaged medical marijuana products and labeling +/- 0% (100.0%)

9) Any gains or losses exceeding reconciliation limits will be immediately reported to Quality Assurance who will promptly and completely investigate this numeric discrepancy.
Unresolved losses of controlled materials (Item Numbers with the letter "C") will be promptly reported to facility security for the investigation of any potential theft, loss or diversion of medical marijuana, cannabinoid extracts or medical marijuana containing products.

10) Quality Assurance will independently confirm all reconciliations and tabulate the actual gain or loss for similar production materials to establish narrow material specific reconciliation limits based on actual historical operating data. Final reconciliation limits for production materials, medical marijuana, cannabinoid extracts, in-process bulk product, packaging components or labeling will be documented in the applicable material's written specifications and shall take precedence over the preceding initially acceptable reconciliation limits.

11) Inventory Control Cards may be adjusted based upon periodic physical inventory counts or whenever a material is reweighed for the next manufacturing operation. Any necessary adjustments that exceed the currently specified Reconciliation Limit for that item shall be investigate in accordance with the previous sections.

12) All production materials and packaging components approved for use shall be rotated so that the oldest approved stock is used first. Exceptions from this requirement are permitted if such deviations are temporary and approved in writing by the Quality Assurance. All such variances and their justification will be properly documented.

13) All reconciled Inventory Control Cards and any associated investigations must be retained for at least five (5) years after distribution of the last batch in which the material was used. These inventory records shall be archived by, or as directed by, Quality Assurance and be readily available during this retention period.

STANDARD OPERATING PROCEDURE

TITLE: BUILDING AND FACILITY REQUIREMENTS	
SOP # 003	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to properly identify and organize all building and facility locations used to manufacture and dispense its medical marijuana products in compliance with all State of New York department regulations.

RESPONSIBILITIES:

1) It is the responsibility of all employees to perform any manufacturing, packaging, testing, dispensing or other operations in only the locations designated by the company for that activity.

2) It is the responsibility of all company supervisors to assure their facility operates in compliance with this SOP. They are also responsible for being aware of any problems which prevent compliance with these SOPs and for recommending any required revisions or improvements.

3) It is the responsibility of the Chief Executive Officer to ensure all buildings and facilities used in the manufacture, processing, packing, holding or dispensing of medical marijuana products are of suitable size, construction and location to permit compliance with applicable NYS department regulations.

PROCEDURE:

1) The design and construction features of all buildings and facilities used in the manufacture, processing, packing, holding or dispensing of medical marijuana products shall be of suitable size, construction and location to facilitate cleaning, maintenance and proper operations. All buildings and facilities shall be maintained in a good state of repair.

2) All buildings and facilities shall have adequate lighting and ventilation in all areas for their designated operations. Potable water shall be supplied under continuous positive pressure in a plumbing system free of defects that meet the standards prescribed in the Environmental Protection Agency's Primary Drinking Water Regulations. Drains shall be of adequate size and, where connected directly to a sewer, shall be designed to prevent back-siphonage.

3) Adequate washing facilities shall be provided, including hot and cold water, soap or detergent, air driers or single-service towels and clean toilet facilities easily accessible to working areas. All trash or other refuse in and from the building and immediate premises shall be disposed of in a timely, safe and sanitary manner.

4) All buildings and facilities shall be maintained in a clean sanitary condition, free of infestation by rodents, birds, insects and other vermin. The management of each facility shall maintain a current contract or written protocol, applicable to either contractors or company employees assigning responsibility for the site cleaning and sanitation.

These documents shall describe in sufficient detail:

- Cleaning schedules, methods, equipment and materials to be used in cleaning the facility. Adequate records documenting these activities were performed according to their required schedule and written procedures shall be maintained.

- Any rodenticides, insecticides, fungicides, fumigating agents and sanitizing agents shall be used in accordance with the Federal Insecticide, Fungicide and Rodenticide Act. Adequate records documenting the frequency and methods utilized for these activities shall be maintained.

STANDARD OPERATING PROCEDURE

TITLE: FACILITY DESIGN AND SECURITY	
SOP # 003A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to properly design and operate all facilities utilized for manufacturing, transport and dispensing its medical marijuana products in compliance with all State of New York Regulation including but not limited to NYS §80-1.13 Security Requirements for Manufacturing and Dispensing Facilities.

RESPONSIBILITIES:

1) It is the responsibility of all company personnel to follow this procedure and associated security protocols exactly as written.

2) It is the responsibility of all company supervisors to be knowledgeable of the security protocols for their facility. Supervisors shall ensure their personnel routinely follow all established security procedures. They are also responsible for being aware of any problems which prevent compliance with these security procedures and promptly notifying senior management of any necessary revisions or improvements.

3) It is the responsibility of the Director of Security to oversee and ensure the proper performance of this Standard Operating Procedure and associated security protocols

PROCEDURE:

1) All manufacturing and dispensing facilities shall be design with multiple overlapping security systems utilizing commercial grade equipment to prevent and detect diversion, theft or loss of medical marijuana and medical marijuana products.

2) Individual site diagrams and written security protocols of adequate detail shall be prepared and maintained for each facility based upon a comprehensive security system evaluation of each company location and operations performed at that facility.

3) Intricate operating details of the individual security systems for each manufacturing and dispensing facility will be restricted to select individuals based upon their need to know including any transportation arrangement of medical marijuana products between facilities.

4) The site design and associated security systems at each manufacturing and dispensing facility

shall include each of the following:

a. A perimeter alarm
b. Motion detectors
c. Video cameras in all areas that may contain medical marijuana and at all points of entry and exit appropriate for the normal area lighting conditions under surveillance. Cameras shall be directed at all facility safes, vaults, dispensing areas, medical marijuana sales areas and any other area where medical marijuana may be produced, harvested, manufactured, stored, handled or dispensed. Entry and exit point cameras shall be angled to allow the capture of clear and certain identification of any person entering or exiting the facility.
d. Twenty-four hour recordings from all facility video cameras shall be available for immediate viewing by the department's authorized representative upon request and shall be retained for at least 90 days. Unaltered copies of such recording shall be provided to the department upon written request. Any recording containing information relevant to a pending criminal, civil or administrative investigation or legal proceeding shall be retained, unaltered until the entity conducting the investigation or proceeding notifies the facility that it is not necessary to retain it.
e. A duress silent security alarm signal generated by the entry of a designated code into an arming station in order to signal that the alarm user is being forced to turn off the system
f. A panic audible security alarm signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring a law enforcement response
g. A holdup silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress
h. An automatic voice dialer capable of being programmed to send a prerecorded voice message, when activated, to law enforcement, public safety or emergency services agencies requesting dispatch
i. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system within five minutes of the failure.
j. The ability to immediately produce a clear color still photo that is a minimum of 9600 dpi from any camera image (live or recorded)
k. A date and time stamp shall be embedded on all recordings, set and synchronized correctly in a manner that does not significantly obscure the picture

5) Facility security systems shall have the ability to remain operational during a power outage. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction or alterations.

6) Each manufacturing and dispensing facility shall have an additional back-up commercial grade alarm system that shall detect unauthorized entry during times when no employees are present at the facility. The back-up alarm system shall not be from the same company supplying the primary security system.

7) Access to any surveillance areas shall be limited solely to persons that are essential to surveillance operations, law enforcement agencies, security system service employees or NYS department's authorized representative. A current list of authorized employees and service personnel who have access to any surveillance room shall be provide to the department upon written request.

8) Manufacturing and dispensing facilities shall keep all surveillance rooms locked and shall not use such rooms for any other function.

9) Manufacturing and dispensing facility will be securely locked and protected from unauthorized entry at all times. The outside perimeter of all facilities shall be kept illuminated after dark.

10) All video recordings shall allow exporting of still images in an industry standard format that guarantees no alteration of the recorded image has taken place and can be played on a standard computer operating system. All on-site recordings shall be erased prior to disposal of the facility.

11) All security equipment at each manufacturing and dispensing facility shall be maintained in full operating order and will be tested for proper operation no less than monthly. Records of security tests must be maintained for five years and made available to the department upon request.

12) All medical marijuana that is not part of a finished product will be stored in a secure area or location within the registered facility accessible only to the minimum number of employees essential for efficient operation. All packaged medical marijuana products will be stored in a department approved safe or vault in such a manner as to prevent diversion, theft or loss.

13) All approved safes, vaults or any other approved equipment or areas used for the manufacturing or storage of medical marijuana and medical marijuana products must be securely locked or protected from entry, except for the actual time required to remove or replace medical marijuana or medical marijuana products.

14) Keys shall not be left in the locks or placed in a location accessible to individuals who are not authorized access to medical marijuana or manufactured medical marijuana products. Security measures, such as combination numbers, passwords or biometric security systems, shall not be accessible to individuals other than those specifically authorized to access medical marijuana or manufactured medical marijuana products.

STANDARD OPERATING PROCEDURE

TITLE: ORGANIZATION OF DESIGNATED MANUFACTURING FACILITY AREAS	
SOP # 003B	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to provide adequate space in its manufacturing facility for the orderly placement of equipment and materials to prevent mix-ups between different production materials, manufacturing supplies, packaging components, labeling, in-process materials or products. Individual areas will be clearly identified for the orderly receipt, storage, manufacturing, packaging and shipment of all products.

RESPONSIBILITIES:

1) It is the responsibility of all facility employees to properly store all materials in the designated areas as described in this procedure.

2) It is the responsibility of the facility supervisors to ensure that this procedure is followed.

PROCEDURE:

1) The manufacturing facility area will be organized to maintain the separation of different materials and provide adequate space for cleaning and storage. The flow of production materials, packaging components, in-process materials, bulk and packaged products through the building shall be designed to prevent product mix ups or contamination. Different operations shall be performed within specifically defined areas of adequate size for that activity.

2) All receiving, manufacturing, packaging, warehouse and shipping areas will be maintained in a clean and orderly manner. All materials stored in bags, cartons or containers will be kept off the floor and suitably spaced to permit cleaning or inspection by the use of pallets or other appropriate storage systems.

3) Equipment for adequate control of air temperature, pressure, humidity, dust or microorganisms shall be provided when appropriate for the manufacture, processing, packing or holding of medical marijuana products. Air filtration systems shall be used when appropriate on air supplies to production areas. If air is recirculated to production areas, measures shall be taken to control the recirculation of dust. In areas where air contamination occurs during production, there shall be adequate exhaust or other air handling systems to control any airborne contaminants.

4) There shall be separate or defined areas or such other control systems as necessary to prevent product contamination or mix-ups during the course of the following procedures:
    - Receipt, identification, storage and quarantine of production materials, manufacturing supplies,

packaging components and labeling pending the appropriate sampling, testing or examination by the Quality Assurance before release

- Storage of released production materials, manufacturing supplies, packaging components and labeling
- Manufacturing and processing operations
- Storage of in-process materials
- Packaging and labeling operations
- Quarantine storage of packaged products before release
- Storage of finished products after release
- Quality Control and laboratory operations
- Holding rejected production materials, manufacturing supplies, packaging components, labeling, in-process materials and product before disposition
- Product Shipping and Returns

5) Materials will promptly be moved to the appropriate storage area following release from quarantine.

6) Warehouse and shipping/receiving areas will be swept daily and mopped when needed.

7) Manufacturing and processing areas will be kept free of clutter and cleaned as appropriate for the operations performed.

8) The packaging areas will be swept daily and mopped when needed. Such areas will be kept free of items not needed for the current packaging or assembly operation.

STANDARD OPERATING PROCEDURE

TITLE: EQUIPMENT DESIGN AND MAINTENANCE	
SOP # 004	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to only utilize equipment for the manufacturin, processing, packaging or holding product of appropriate design, adequate size and suitably located within the facility for its intended use, cleaning and maintenance.

RESPONSIBILITIES:

1) It is the responsibility of all company personnel to only utilize equipment for its designated manufacturing, processing, packaging or holding purposes.

2) It is the responsibility of each department's assigned personnel product to properly maintain all equipment utilized for the manufacturing, processing, packaging or holding of company products.

3) It is the responsibility of the Director of each department to oversee the safe, reliable usage of equipment utilized by their staff and ensure compliance with this Standard Operating Procedure.

PROCEDURE:

1) Equipment shall be constructed so surfaces that contact the components, in-process materials or products shall not be reactive, additive or absorptive and alter the safety, identity, strength, quality or purity of any medical marijuana product beyond its established specifications.

2) Substances required for operation, such as lubricants, shall not come into contact with product components, packaging, in-process materials or finished products and alter the safety, identity, strength, quality or purity of the medical marijuana product beyond its established specifications.

3) Equipment shall be maintained and sanitized at appropriate intervals to prevent malfunctions or contamination that would alter the safety, identity, strength, quality or purity of the medical marijuana product beyond its established specifications.

4) Written programs shall be established and followed for the maintenance of equipment used in the manufacture, processing, packing or holding of all products. These written procedures, schedules and logbooks shall include:

    - Assignment of responsibility for maintaining the equipment

- Maintenance schedules, including, where appropriate, sanitizing schedules

- A description in sufficient detail of the methods, equipment and materials used in the maintenance operations

- All major pieces of equipment will be uniquely identified and have a dedicated equipment maintenance log. Written records of the equipment maintenance (except for routine in-process adjustments) shall include the date, time and identification of the previous product and lot number processed with that equipment.

- The person performing equipment maintenance shall date and sign or initial the log indicating that the work was performed. Entries in the log shall be in chronological order.

- Automatic, mechanical or electronic equipment shall be routinely calibrated, inspected or checked according to a written program designed to assure proper performance. Written records of those calibration checks and inspections shall be maintained.

5) Any equipment record that is required to be maintained in compliance with this procedure shall be retained for at least five (5) years after distribution of the product manufactured, processed or packaged utilizing that equipment.

6) Filters for liquid filtration used in the manufacture, processing or packaging shall be of adequate design for their intended purpose. The use of an asbestos-containing filter is prohibited.

7) Appropriate controls shall be exercised over computer or related systems to assure that any changes in master production control records or similar documentation are instituted only by authorized personnel. Input to and output from the computer or related system of formulas or other product manufacturing data shall be checked for accuracy. The degree and frequency of input/output verification shall be based on the complexity and reliability of the computer or related systems. Accurate backup files of data entered into computer system shall be maintained.

STANDARD OPERATING PROCEDURE

TITLE: EQUIPMENT CLEANING PROCEDURES	
SOP # 004A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to establish, maintain and follow standard cleaning procedures for all equipment and utensils used in the cultivation, manufacture and packaging of its products.

RESPONSIBILITIES:

1) It is the responsibility of all employees involved to properly clean assigned equipment and document this equipment cleaning according to these established, written procedures.

2) It is the responsibility of the Director of each department to assign adequate personnel to clean all equipment utilized by their staff and oversee the proper performance of these written cleaning procedures.

3) It is the responsibility of Quality Assurance to monitor the equipment cleaning and its specified documentation to ensure compliance with this Standard Operating Procedure.

PROCEDURE:

1) There shall be written procedures established for the cleaning of equipment, including utensils, used in the manufacture, processing, packing or holding of all products. These written procedures, schedules and logbooks shall include:

- Assignment of responsibility for cleaning equipment
- A description in sufficient detail of the methods and materials used for cleaning and the methods of disassembling and reassembling equipment to assure proper cleaning
- Removal of all previous batch identification prior to processing the next batch of material
- Protection of clean equipment from contamination prior to use
- Inspection of equipment for cleanliness immediately before use
- All major pieces of equipment will be uniquely identified and have a dedicated equipment cleaning log (see attachment 1). Written records of the equipment cleaning shall include the date cleaned, product or material processed and the lot number or other appropriate identification for each usage of that equipment.

2) Based upon the individual equipment design, the following sequence of cleaning operations shall be

performed upon the completion of each batch of product. If applicable, a reduced written disassemble and cleaning procedure may be utilized between sequential batches of the identical product brand, strength and dosage form.

- Upon the completion of a manufacturing or packaging operation - disassemble or remove all moveable parts so that the equipment can be properly cleaned.

- Rinse and/or wipe all exterior machine surfaces with tap water.

- Wash the equipment interior with an approved detergent mixed with water and then rinse thoroughly with tap water. Exercise caution to prevent water from entering electrical motors and connections.

- Rinse interior and all other product contact surfaces with denatured alcohol and allow to air dry.

3) The persons performing and double-checking the cleaning shall initial and date the equipment log indicating that the work was performed. All entries in the log shall be in chronological order.

- Upon completion, the individual who performed the cleaning shall enter the required information in the equipment cleaning log and inform the Departmental Supervisor to inspect the equipment for completeness of cleaning. If necessary, a flashlight or other source of illumination may be used to facilitate this inspection.

- If cleaning has been performed properly, the Departmental Supervisor will check the entry in the cleaning log and sign the cleaning log if he/she approves.

- If the Departmental Supervisor does not approve the equipment is clean, the procedure will be repeated. The Department Supervisor will recheck the equipment after it has been recleaned and sign the cleaning log upon approval.

4) This cleaning, inspection and approval sequence is also performed for all production utensils including mixing paddles, spatulas or measuring devices except the individual utensils are not documented in a cleaning log. Individual cleaning logs are maintained for only the uniquely identified major pieces of equipment.

5) Quality Assurance shall audit or check equipment cleaning and its documentation on a random basis several times a week. Such checks shall include the actual equipment cleanliness (if currently clean) and the timely/accurate cleaning log documentation.

6) All cleaning records required by this procedure shall be retained for at least five years after distribution of the product manufactured, processed or packaged utilizing that equipment.

EQUIPMENT CLEANING LOG

Equipment Name: _____ Equipment Number: _____

Pre-Use Inspection		Production Operation		Equipment Cleaning	
Performed By/Date	**Checked By/Date**	**Product Name or Material Processed**	**Batch or Identification Number**	**Performed By/Date**	**Checked By/Date**

SOP # 004A – Attachment 1

STANDARD OPERATING PROCEDURE

TITLE: MEDICAL MARIJUANA PRODUCT MANUFACTURING PROCEDURES	
SOP # 005	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to maintain written production procedures designed to assure that its products have the identity, strength, quality and purity defined in their written specifications. These written procedures, including any required changes shall be drafted, reviewed, approved by the appropriate production department and reviewed, approved by the quality assurance.

These written procedures shall be followed during the execution of all manufacturing and packaging processes. Individual batch records for each lot of product shall be documented at the time of performance. Any deviation from the written procedures will be recorded, justified and approved.

RESPONSIBILITIES:

1) It is the responsibility of all Production Department personnel to properly manufacture products according to written batch records and accurately document these manufacturing operations.

2) It is the responsibility of the Director of each department and Department Managers to organize the manufacturing operations in a manner consistent with these procedures.

3) It is the responsibility of Quality Assurance to monitor these processing, manufacturing and packaging operations and review product batch records.

PROCEDURE:

1) All areas, equipment, utensils and weighing scales must be thoroughly cleaned before production begins.

2) Drums and containers of all ingredients to be used in the manufacture of the batch shall be properly labeled with the material name, item number, control number and Green Release sticker.

3) The Department Manager shall examine the area and equipment for proper cleanliness, that all previous product and materials have been removed and assure that the cleaning logs have been properly documented, initialed and dated.

4) Protective clothing, gloves, masks, head covers appropriate to each operation must be worn.

5) All manufacturing and packaging operation will be performed and documented utilizing an individual, properly issued batch manufacturing or packaging record.

See SOP # 5B (Master Production Control Forms and Issuance of Batch Records).

6) Production personnel shall assemble and verify all ingredients listed on the batch record before starting any operation, ensure that all materials are released and the proper release stickers are applied. Components for product manufacturing shall be weighed or measured as appropriate. Packaging components and labeling are counted prior to start of operations.

7) Production shall weigh, measure or counted each ingredient or packaging component and record the quantity directly on the batch record. A second person will verify each item as it is measured or counted.

8) The weighing, measuring or counting operations for components shall be adequately supervised. Each container of component dispensed for manufacturing shall be examined by a second person to assure that:
- The component was released by the quality control unit;
- The weight or measure is correct as stated in the batch production records;
- The containers are properly identified.

9) If an ingredient is removed during the weighing or measuring from the original container to another container, the new container shall be identified with the following information:
- Component name and item number
- Receiving/Control number;
- Weight or measure in the new container;
- Batch for which the ingredient was dispensed, including the product name, strength, and lot number.

10) Each component shall be added to the batch by one person and verified by a second person. Each manufacturing step shall be documented as specified in the batch record at the actual time it is performed. The written batch record procedures must be followed at all times and no deviations are permitted. Any changes to batch record instructions must be authorized by the Director of Manufacturing and the Chief Compliance Officer.

11) All compounding and storage containers, processing lines and major equipment used during production shall be properly identified at all times to indicate their contents. Major equipment shall have a unique identification number that shall be recorded in the batch record to show the specific equipment used in the manufacture of each batch.

12) The actual yield and percentage of theoretical yield shall be determined at the conclusion of each appropriate phase of manufacturing, processing or packaging. Product reconciliations shall be performed by the Department Manager and verified by Quality Assurance at the completion of each batch. Any gain or loss that exceeds the predetermined limits specified in the batch record shall be investigated and a record of this investigation shall be maintained with the impacted batch record.

13) If appropriate, time limits for the completion of each phase of production shall be established to assure product quality. Any time limit for completing a manufacturing or packaging operation shall be clearly and prominently indicated on the product's Master Production Control Forms and individual Batch Records. Deviation from established time limits may be acceptable if such deviation does not compromise product quality. The justification for any such deviation shall be documented by the department manager and approved by Quality Assurance.

14) Appropriate written procedures, designed to prevent objectionable microorganisms in non-sterile products shall be established and routinely followed. Common sanitary practices applicable to all products may be specified within individual department procedures. Product specific microbial procedures applicable to an individual in-process material or bulk product shall be clearly and prominently indicated on the product's Master Production Control Forms and individual Batch Records. Deviations from established microbial requirements are not acceptable since any such deviation can potentially compromise product quality.

15) Master Production Control Forms in compliance with this SOP may be prepared and approved for reprocessing batches at any step in the production of cannabinoid concentrates, in-process materials or bulk product prior to its packaging and independent laboratory analysis for cannabinoid content and contaminant testing.

These batch or lot specific Production Control Forms shall include appropriate steps to insure that the reprocessed batches will conform to all established standards, specifications and product characteristics. Reprocessing shall not be performed without the review and approval of Quality Assurance and Compliance.

Any lot of packaged product determined to not meet the minimum safety standards or minimum specifications for brand consistency by the independent testing laboratory must be rejected and destroyed.

STANDARD OPERATING PROCEDURE

TITLE: PRODUCT PACKAGING AND LABELING REQUIREMENTS	
SOP # 005A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to package all medical marijuana products in child-resistant, tamper-proof/tamper-evident, light-resistant packaging and fully document all packaging or labeling operations. Multiple dose product containers shall include a re-sealable package design that minimizes oxygen exposure.

RESPONSIBILITIES:

1) It is the responsibility of assigned packaging and labeling personnel to follow all requirements of this Standard Operating Procedure

2) It is the responsibility of the Director of Manufacturing to ensure all packaging and labeling operations are performed in compliance with this Standard Operating Procedure.

3) It is the responsibility of the Director pf Quality Assurance to confirm all selected packaging formats and packaging component specifications meet applicable NYS requirements.

PROCEDURE:

1) Product containers and closures shall not be reactive, additive or absorptive so as to alter the safety, strength, quality or purity of the medical marijuana product beyond its written product specification requirements. Container closure systems shall provide adequate protection against foreseeable external factors in storage and use that can cause deterioration or contamination of the product. Product containers and closures shall be clean and free from particular matter.

2) Any labeling or packaging materials meeting its written specifications will be approved and released for use. Any labeling or packaging materials that do not meet such specifications shall be rejected to prevent their use in operations for which they are unsuitable.

3) Labels and other labeling materials for each different medical marijuana product, strength, dosage form or quantity of contents shall be stored separately with suitable identification. Access to the storage area shall be limited to authorized personnel.

4) Obsolete or outdated labels, labeling and other packaging materials shall be destroyed.

5) Gang-printed labeling for different products or different strengths or net contents of the same product is prohibited unless the labeling from gang-printed sheets is adequately differentiated by size, shape or color.

6) Whenever possible, the packaging of medical marijuana products will utilize roll labeling. If cut labeling is used for immediate container labels, individual unit cartons or multiunit cartons containing immediate containers that are not packaged in individual unit cartons; packaging and labeling operations shall include one of the following special controls:

- Dedication of labeling and packaging lines for each different strength of each different medical marijuana product
- Use of appropriate electronic or electromechanical equipment to conduct a 100 percent examination for correct labeling during or after completion of operations
- Use of visual inspection to conduct a 100 percent examination for correct labeling during or after completion of finishing operations for hand-applied labeling. Such examination shall be performed by one person and independently verified by a second person.
- Use of an automated technique, including differentiation by labeling size and shape, which physically prevents incorrect labeling from being processed by labeling and packaging equipment.

7) Printing devices on or associated with packaging lines used to imprint labeling upon the product or case label, batch number or expiry date shall be monitored to assure that all imprinting conforms to the printing specified in the Packaging Batch Record.
See SOP # 002B - Master Production Forms and Issuance of Batch Records

8) Strict control shall be exercised over labeling issued for use in product packaging including written descriptions in sufficient detail of the controls employed for issuance of labeling. Labeling materials issued for a batch shall be carefully examined for identity and conformity to the labeling specified in the Packaging Batch Record.

9) Procedures shall be used to reconcile the quantities of labeling issued, used or returned and shall require evaluation of any discrepancies found between the quantity of finished product and the quantity of labeling issued when such discrepancies are outside narrow preset limits based on historical operating data. Any such discrepancies shall be investigated by production and approved by the Quality Assurance before a batch is released or distributed. Labeling reconciliation is waived for roll labeling if a 100 percent examination for correct labeling is performed in accordance with step 6 (see above).

10) All excess labeling bearing batch lot or control numbers shall be destroyed. Excess labeling that has not been imprinted with a batch number shall be returned to storage in a manner to prevent mix-ups and provide proper identification.

11) Packaging and Labeling operations shall be designed to assure that correct packaging materials and labels and are used for each batch of medical marijuana product. These shall incorporate the following features:

- Prevention of mix-ups and cross-contamination by physical or spatial separation of each product operation from other operations on different products or strengths.
- Identification of the medical marijuana product with a batch lot or control number that

permits determination of the history of the manufacture and control of the batch.

- Examination of packaging and labeling materials for suitability and correctness before packaging operations and documentation of such examination in the Packaging Batch Record.

- Inspection of the packaging and labeling facilities immediately before use to assure that all previous products have been removed from the packaging area. Inspection shall also be made to assure that packaging and labeling materials not suitable for subsequent packaging operations have been removed. The results of these inspections shall be documented in the Packaging Batch Record.

- Identification and handling of filled medical marijuana product containers that are set aside and held in unlabeled condition for future labeling operations (i.e. bright inventory) shall be adequate to preclude mislabeling of individual containers, product lots or portions of a product lot. Identification need not be applied to each individual container but shall be sufficient to determine name, strength, quantity of contents and batch number of each container.

12) Packaged and labeled products shall be examined during finishing operations to provide assurance that containers and packages in the batch have the correct label. A representative sample of units shall be collected at the completion of finishing operations and shall be visually examined for correct labeling. Results of these examinations shall be recorded in the Packaging Batch Record.

13) Each packaged medical marijuana product shall be affixed with a product label that has been approved by the appropriate NYS department. Product labels shall be applied at the manufacturing facility to be easily readable, firmly affixed and include:
- Company name, address and registration number
- Medical marijuana product form and brand designation
- Product single dose THC and CBD content in milligrams (mg)
- Product batch unique identifier (lot number and bar code)
- Quantity included in the package
- Date packaged
- Product expiration date
- Proper storage conditions

14) The bar coding on each packaged medical marijuana product shall be adequate to permit it's scanning at the dispensing facility in order to provide positive confirmation it will conform to the individual patient's dispensing requirements. At a minimum this shall include the product brand (strength), dosage form, lot number, expiry dating and any other information required to confirm the dispensed product is in accordance with the patient's current practitioner certification.

15) Each medical marijuana product label shall include language that has been approved by the appropriate NYS department stating:

- 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 or designated care-giver.
- Keep secured at all times
- May not be resold or transferred to another person
- This product might impair the ability to drive

- KEEP THIS PRODUCT AWAY FROM CHILDREN
  (unless product is being given to the child under a practitioner's care)
- This product is for medicinal use only. Women should not consume during pregnancy or while breastfeeding except on the advice of the certifying practitioner, and in the case of breastfeeding mothers, including the infant's pediatrician.
- Any other statements as required by the appropriate NYS department

16) All labeling records shall be maintain for a period of five (5) years after distribution of the last batch utilizing that lot of labeling. Copies shall be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: MASTER PRODUCTION FORMS AND ISSUANCE OF BATCH RECORDS	
SOP # 005B	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to maintain both Master Production Control Forms and individual lot Manufacturing or Packaging Batch Records that accurately document each step in the production of cannabinoid concentrates, bulk in-process product, finished product packaging and its labeling.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Manufacturing and Director of Science to ensure Master Production Control Forms provide adequate detailed instructions for the reproducible extraction, processing, manufacturing, packaging and labeling of all products.

2) It is the responsibility of the Director of Quality Assurance to ensure Master Production Control Forms meet applicable standards and assure adherence to these SOP requirements.

3) It is the responsibility of Quality Assurance to properly maintain the approved Master Production Control Forms and to issue individual Manufacturing or Packaging Batch Records.

4) It is the responsibility of all manufacturing personnel and their managers to perform their manufacturing, packaging or labeling operations as described in the issued Batch Record.

PROCEDURE:

1) Master Production Control Forms will be prepared/signed/dated by manufacturing and approved/signed/dated by Quality Assurance for the production of cannabinoid concentrates, in-process materials, bulk unpackaged product, finished product packaging and its labeling.

2) Individual Master Production Control Forms will have adequate brand strength specific instructions to reproducibly manufacture cannabinoid concentrates, in-process or bulk product and finished packaged, labeled product. These forms shall include the following:

   - Product name, strength, dosage form and batch size
   - Space for a unique batch record number and expiry date
   - Name and measure of each component and a statement of the total dosage units
   - Operation start-up and completion dates
   - Complete manufacturing and control instructions, sampling and testing procedures, specifications, special notations and precautions to be followed.
   - Production material, packaging component, labeling or sample accountability
   - Actual yield, percent of theoretical yield and acceptable yield limits
   - Quality Assurance review and approval

   See Attachment # 1

3) Master Production Control Forms for the manufacture of each brand of bulk finished product (prior to

packaging) shall be formulated to provide not less than 100 percent of the total Tetrahydrocannabinol (THC) and total Cannabidiol (CBD) concentrations as defined in the brand's established product specifications.

4) Approved Master Production Control Forms are maintained by Quality Assurance to ensure the accuracy and reproducibility of all manufacturing and packaging operations.

5) Quality Assurance shall issue individual Manufacturing or Packaging Batch Records for each lot of cannabinoid concentrate, in-process, bulk or finished product upon request from production. Individual Batch Record shall be an accurate copy (Xerox) of the current, approved Master Production Control Form. All individual batch record shall be assigned a unique, sequential lot number, signed and dated by Quality Assurance at time of issuance.

6) Individual batch record lot numbers will be assigned utilizing a 5-digit numbering system based upon the following format:
   - 1st digit - calendar year when the batch record is issued
   - 2nd & 3rd digits - month when the batch record is issued
   - 4th & 5th digit - sequential number in order of issuance for that month and year

   Example: 50409 = 9th batch record issued in April 2015

   Packaging batch records will utilize the same lot number as their final bulk (unpackaged) product and may be further identified by a unique letter (A, B, C, etc.) if this lot of product is subdivided and packaged in different packaging sizes or formats.

7) Quality Assurance shall maintain a Batch Record log for all assigned lot numbers. This log will include the following information:
   - Product name and/or strengths
   - Assigned lot number (see 6 above)
   - Batch or packaging run size
   - Issued by and date
   - Final disposition and date

8) The individual batch records are retained in the applicable manufacturing or packaging area and properly documented by department personnel during all phases of production.

9) After completion of all indicated operations and reconciliation by manufacturing, the batch record will be reviewed and approved by the Quality Assurance for compliance with all established written procedures before a batch is released or distributed. Any unexplained discrepancy (including a percentage of theoretical yield exceeding limits) or the failure of a batch to meet any of its specifications shall be thoroughly investigated. A written record of the investigation shall be made including any conclusions and follow up.

10) All finished product manufacturing and packaging batch records and any investigations required by this procedure shall be retained for at least at least one (1) year after the expiration date of the individual batch.

11) Manufacturing batch records for cannabinoid concentrates or other in-process materials shall be retained not less than eight (8) years regardless of their expiry interval.

Name/Strength/Form: _____ Formula Number: _____
Prepared By/Date: _____ Approved By/Date: _____

Batch Run Size: _____ Units: _____ Date Started: _____ Date Completed: _____

All steps MUST be performed as written and Initialed immediately upon completion		**Performed By/Date**	**Checked By/Date**
Start Up	Confirm equipment/manufacturing areas are clean and logs are properly documented		
	Confirm all necessary ingredients, components and materials are available and released		
Step # 1	Individual Batch Manufacturing records shall include adequate sequential instructions for the reproducible processing of all products. These instructions shall include but not be limited to: Required ingredients, weights and/or quantities Processing times, temperatures and/or mixing instructions Packaging and Labeling Instructions Safety precautions, etc…		
Step # 2			
Step # 3			
Step # 4			
Step # 5			
Sampling and Testing Requirements including total number and quantities:			
Packaging Component and Labeling Accountable (if applicable):			
Quantity Issues: Quantity Produced: Damaged/Known Losses: Limits:			
Special Product Instructions (if any):			

RECONCILIATION:

Actual Yield: _____ ÷ Theoretical Yield: _____ X 100 = _____% Acceptable Limits: +/-____%

Batch Record Completed By: _____ Date: _____ Approved By: _____ Date: _____

Production **Quality Assurance**

SOP # 004A – Attachment 1

STANDARD OPERATING PROCEDURE

TITLE:	SAMPLING AND TESTING OF IN-PROCESS MATERIALS AND FINISHED PRODUCTS
SOP # 005C	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to routinely test its cannabinoid concentrates, in-process materials, bulk unpackaged product and finished packaged product to assure to assure they have the identity, strength, quality and purity defined in their written specifications.

To assure the uniformity and integrity of its products, written procedures shall be established and followed that describe the in-process sampling, testing controls and examinations to be conducted at appropriate intervals for each batch of in-process and finished product.

Each lot of final packaged product shall be tested by an independent NYS approved laboratory for conformance with the brand's written cannabinoid content specifications and contaminant testing requirements prior to the release of product for distribution.

RESPONSIBILITIES:

1) It is the responsibility of Quality Assurance or designated facility personnel to sample cannabinoid concentrates, product bulk, in-process or finished products as described in this procedure and arrange for its appropriate testing.

2) It is the responsibility of Quality Assurance to review all in-process and finished product test results for conformance with their written specifications.

3) It is the responsibility of the Department Director to assure all sampling by their personnel of cannabinoid containing materials is performed in an accurate and fully traceable manner.

4) It is the responsibility of the Chief Compliance Officer to oversee and ensure company compliance with this Standard Operating Procedure.

PROCEDURE:

1) Upon completion of batch manufacturing, packaging or other significant production phases, the product shall be held in clean properly labeled drums or other suitable containers. All containers will be labeled "Quarantine" with the appropriate product name, strength and batch number.

2) All cannabinoid concentrates, in-process materials and finished product specifications shall include written sampling and testing requirements. Where appropriate such control procedures shall include the following:

- Visual inspection to assure mixing uniformity and the clarity, completeness or pH of solutions
- Tablet, capsule or gelcap weight variation
- Disintegration time
- Dissolution time (tablets and capsules only)
- Cannabinoid content and/or contaminant testing
- Bioburden testing

3) Cannabinoid concentrates, in-process materials, bulk and finished product specifications shall include the quantity of samples required for the all material testing including assay, microbial evaluation or retained samples.

4) Cannabinoid concentrates, in-process materials and bulk product shall be tested for identity, strength, quality or purity according to their written specifications and approved or rejected by Quality Assurance during the production process such as the commencement or completion of significant phases or after storage for long periods.

5) Upon receipt of a laboratory Certificate(s) of Analysis, the results will be reviewed by Quality Assurance for compliance with the materials specifications. All laboratory test results shall be tabulated (profiled) as part of their evaluation and comparison with previous testing for potential adverse trends.

6) Rejected in-process materials bulk product shall be identified and controlled under quarantine to prevent their use in manufacturing or processing operations for which they are unsuitable.

7) All samples will be logged by Quality Assurance in a material testing notebook. This log will document the sample date, total quantity sampled, quantity forwarded for testing, quantity retain, product or material name, strength, manufacturing stage, batch number, contract laboratory (if applicable) and the date all testing results are completed or received.

8) Upon completion of cannabinoid concentrate, in-process material or bulk product testing and the review of applicable manufacturing records; approved production materials will be labeled with green release stickers bearing the product name, strength, lot number and name of authorizing person/date.

9) Quality Assurance shall submit to an independent NYS approved laboratory final packaged product equivalent to the sealed medical marijuana product dispensed to the patient. Samples may also be submitted by either Quality Assurance or the Extraction Specialist of the cannabinoid oil used for the production of the final product or other in-process materials prior to packaging for verification or contaminant testing. The shipping receiving coordinator will arrange the secure transport all samples for testing at an outside laboratory.

10) Sampling and testing of each lot of medical marijuana product shall be conducted with a statistically significant number of samples and with acceptable methodologies to assure all lots of each product are adequately assessed for contaminants and consistent cannabinoid profile.

11) Testing of the cannabinoid profile shall include at a minimum the following analysis:
- Concentration of total Tetrahydrocannabinol (THC) consistent with the product brand written specifications
- Concentration of total Cannabidiol (CBD) consistent with the product brand written specifications
- The concentrations of the following cannabinoids must be reported:
    i. Tetrahydrocannabinol (THC)
    ii. Tetrahydrocannabinol acid (THCA)
    iii. Tetrahydrocannabivarin (THCV)
    iv. Cannabidiol (CBD)
    v. Cannabinadiolic acid (CBDA)
    vi. Cannabidivarine (CBDV)
    vii. Cannabinol (CBN)
    viii. Cannabigerol (CBG)
    ix. Cannabichromene (CBC)
    x. Any other cannabinoid component at > 0.1%

12) Testing for contaminants in the final medical marijuana product shall at a minimum include:

- E. coli
- Klebsiella
- Pseudomonas (for products to be vaporized)
- Salmonella
- Streptococcus
- Bile tolerant gram negative bacteria
- Aspergillus
- Mucor species
- Penicillium species
- Thermophilic Actinomycetes species
- Aflatoxin
- Ochratoxin
- Antimony
- Arsenic, Cadmium, Chromium, Copper, Lead, Nickel, Zinc, Mercury
- Any pesticide/herbicide/fungicide used during production of the medical marijuana product
- Any growth regulator used during production of the medical marijuana product
- Any other analyte as required by the commissioner

13) Samples submit to the independent NYS approved laboratory will not be returned and the independent testing laboratory shall be responsible to track and destroy any quantities not consumed during its product testing.

STANDARD OPERATING PROCEDURE

TITLE: VALIDATION OF PRODUCT MANUFACTURING PROCEDURES	
SOP # 005D	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to qualify its facility equipment and validate its Master Production Control Procedures to assure the reproducible manufacturing of all cannabinoid concentrates, in-process, bulk and finished medical marijuana products.

Written validation protocols shall be utilized to demonstrate that each product is homogeneous, free of contamination and possesses the reproducible cannabinoid profile as established by the brand's product specifications.

RESPONSIBILITIES:

1) It is the responsibility of Director of Manufacturing and Director of Science to prepare written validation protocols for their department's cannabinoid extraction, medical marijuana product manufacturing or packaging procedures and associated equipment prior to starting commercial production operations.

2) It is the responsibility of the Director of Quality Assurance to review and approve all validation protocols for conformance with this Standard Operating Procedure prior to their execution.

3) It is the responsibility of Science and Manufacturing Directors to prepare a written report summarizing the validation test results for their department's equipment and production operations including a formal decision whether the executed validation protocol test results are adequate to assure reproducible manufacturing or packaging operations.

4) It is the responsibility of the Director of Quality Assurance to review and approve all final validation reports for conformance with this Standard Operating Procedure and the report's stated validation objectives.

PROCEDURE:

1) Validation protocols shall be prepared to document evidence which provides a high degree of assurance that a specific manufacturing or packaging process and associated equipment will consistently produce a product meeting its pre-determined specifications and quality attributes.

2) Equipment Qualifications:

   A separate validation protocol shall be utilized for the installation qualification of all major facility equipment to establish confidence that the process equipment and ancillary systems are capable of

consistently operating within established limits and tolerances.

Once process equipment is selected and installed, it should be evaluated and tested to verify that it is capable of operating satisfactorily within the operating limits required by the process. This phase of validation shall include the examination of equipment design, determination of calibration, maintenance or adjustment requirements and identifying critical equipment features that could affect future product processing variables.

3) Process Qualifications:

Product validation protocols shall include a written plan stating how validation will be conducted, including number of batches to be validated, product characteristics and test parameters to be evaluated, production equipment utilized and decision points on what constitutes acceptable test results.

Process validation protocols will specify the key process variables to be monitored and documented. Controlled parameters to be monitored and validated shall include the performance of those manufacturing processes that may be responsible for causing variability in the characteristics of in-process material and the finished product.

Analysis of the data collected from monitoring will be utilized to establish the variability of process parameters and establish whether or not the equipment and process controls are adequate to assure that product specifications can be consistently met.

4) Equipment Requalification and Process Revalidation:

Changes in production equipment or processes implemented after the completion of previous validation activities will be evaluated for their potential impact. A written evaluation by the department director and approved by compliance shall document the relevant changes and any necessary partial or complete revalidation whenever there are changes in equipment, formulation, packaging or processes which could impact on product quality or other significant product characteristics.

5) All Validation Protocols, final Validation Reports and associated testing results required by this procedure shall be retained for at least five years after distribution of the product manufactured, processed or packaged utilizing that that process or equipment.

STANDARD OPERATING PROCEDURE

TITLE: DRYING OF PLANT MATERIAL	
SOP # 005E	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure proper handling of materials throughout the cultivation and manufacturing process while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Cultivation Department to ensure that all raw plant material is dried to before delivering to the Science Department.

2) It is the responsibility of the Cultivation Department to ensure that the plant material is handled appropriately to prevent spoilage and/or molding of materials.

3) It is the responsibility of the Cultivation Department to maintain a sanitary environment for handling plant materials to be used in medicines.

4) It is the responsibility of the Cultivation Department to dispose of any waste materials in accordance with applicable state regulations and written company procedures.

5) It is the responsibility of the Director of Cultivation to assure all department team members properly follow this procedure.

PROCEDURE:

1) Upon harvest, cultivation specialists shall trim plants and hang them to dry in a secure and sanitary location. Any useable loose plant material shall be placed on hanging mesh trays prior to drying.

2) Cultivation Specialists shall collect shall any waste or otherwise unusable plant material. Collected waste will be properly labeled and stored in a limited access area until they can be properly destroyed. See SOP # 006A - Quarantine and Disposal of Unusable Product

3) Plant material should be dried until it contains no more than 10% water. Upon completion of drying cultivation specialists shall weigh, label and place the dried raw plant material in airtight containers for use by the Science Department.

4) The Cultivation department shall store all dried plant material in a limited access area.

5) All dried plant material will be tracked by weight and its labeled identification tag. Any changes in material weight that exceed the currently specified Reconciliation Limit for dried medical marijuana shall be promptly investigate.
See SOP # 002C - Inventory Control and Allocation of Released Materials

Note: All weights required by this procedure will be confirmed a second member of the Cultivation Department. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: PREPARATION OF RAW PLANT MATERIAL FOR EXTRACTION	
SOP # 005F	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure proper handling of materials throughout the cultivation and manufacturing process while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Extraction Specialist to procure raw plant material from a limited access area for grinding. All removal of materials will be documented in a supply transfer binder as well as on electronic file.

2) It is the responsibility of the Extraction Specialist to sort and remove any stems and/or other waste to be disposed of and document the weight of such waste.

3) It is the responsibility of the Extraction Specialist to grind the plant material while ensuring the safety of him/herself as well as surrounding staff.

4) It is the responsibility of the Extraction Specialist to confirm weights and storage of ground materials

5) It is the responsibility of the Director of Science to assure all team members properly follow this procedure.

PROCEDURE:

1) The Extraction Specialist shall be accompanied by at least one other member of the Science team while securing raw plant material for grinding. All materials withdrawn for grinding will be properly documented including, at a minimum the plant material's identification and quantity withdrawn. Both individuals will initial the supply transfer binder and confirm entry in the electronic file. Any differences in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

2) All team members shall wear appropriate protective clothing including a lab coat, gloves, protective eye wear and a respirator during grinding operations.

3) The Extraction Specialist shall inspect the equipment used for grinding for damage, or any unusual conditions that compromise the safety of the procedure. Management will be notified immediately if any unsafe conditions exist.

4) The Extraction Specialist shall visually inspect the plant material for any contaminants and notify management immediately if the material is unfit for extraction,

5) The Extraction Specialist shall remove any stems or other waste and document the weight of any removed substance before grinding the raw plant material. Removed stems and waste will be properly labeled and stored in a limited access area until they can be properly destroyed.
See SOP # 006A (Quarantine and Disposal of Unusable Product)

6) The Extraction Specialist shall fill the grinding apparatus and grind the material to a coarse grind according to the grinding equipment's operating manual.

7) The Extraction Specialist shall place the ground material into small air tight storage bins in the appropriate weight for an extraction run.

8) The Extraction Specialist shall label the bins with weights and identification tags

9) The Extraction Specialist shall return the bins to the limited access area and document ground weights in the supply transfer binder and electronic file.

10) The Extraction Specialist shall clean the grinder and surrounding area for next use.
See SOP # 004A (Equipment Cleaning Procedures)

Note: The weighting of all plant materials required by this procedure will be confirmed a second member of the Science team. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: EXTRACTION	
SOP # 005G	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure proper handling of materials throughout the cultivation and manufacturing process while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Extraction Specialist to ensure proper handling of materials at all times.

2) It is the responsibility of the Extraction Specialist to document accurate weights of raw plant material used in extraction as well as extracted oils.

3) It is the responsibility of the Extraction Specialist to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

4) It is the responsibility of the Extraction Specialist to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

5) It is the responsibility of the Extraction Specialist to assess supply inventory and notify management of needed supplies.

6) It is the responsibility of the Extraction Specialist to label, document and safely store oils in a limited access area.

7) It is the responsibility of the Director of Science to assure all team members properly follow this procedure.

PROCEDURE:

1) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

2) The Extraction Specialist shall procure ground, raw plant material from a limited access area and document amounts taken in the supply transfer log as well as in the electronic file. This shall be done with at least one other staff member from the Science team.

3) The Extraction Specialist shall confirm and/or document any changes in weight of material used as it is loaded into the extraction vessel. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.

See SOP # 002C (Inventory Control and Allocation of Released Materials)

4) The Extraction Specialist shall inspect the extraction machine and vessels for any unusual signs or wear or damage and notify management immediately if said conditions exist. The extraction will not begin until any issues are resolved.

5) The Extraction Specialist shall begin the extraction method appropriate for the plant material in use/product to be manufactured as specified by its Manufacturing Batch Record.
See SOP # 005B (Master Production Forms and Issuance of Batch Records)

6) The Extraction Specialist shall supervise the extraction method to ensure that the machine is running properly and make any necessary adjustments.

7) The Extraction Specialist shall return to the machine 10 minutes prior to the end of the extraction cycle to prepare for collection.

8) The Extraction Specialist shall ensure that the extraction machine is prepared for collection of oils.

9) The Extraction Specialist shall collect the raw oils by opening the collection valves very slowly, into a non-glass vessel.

10) The Extraction Specialist shall document final weights of all raw oils collected, noting any loss for water content.

11) The Extraction Specialist shall label raw oils and prepare for processing.

12) The Extraction Specialist shall return all equipment to a clean and ready state for next extraction. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Science team. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: POST EXTRACTION PROCESSING OF CANNABINOID OIL	
SOP # 005H	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure proper handling of materials throughout the cultivation and manufacturing process while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Extraction Specialist to ensure proper handling of oils at all times.

2) It is the responsibility of the Extraction Specialist to document accurate weights of oils in the raw and processed state.

3) It is the responsibility of the Extraction Specialist to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

4) It is the responsibility of the Extraction Specialist to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

5) It is the responsibility of the Extraction Specialist to label, document and safely store finished oils in a limited access area.

6) It is the responsibility of the Director of Science to assure all team members properly follow this procedure.

PROCEDURE:

1) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

2) The Extraction Specialist shall confirm the raw oil weight documented at time of collection from the extraction machine. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

3) The Extraction Specialist shall ensure all necessary equipment is in working order and contained within a fume hood.

4) The Extraction Specialist shall dilute the oil for winterization with appropriate solvent and perform all further processing specified by its Manufacturing Batch Record.

See SOP # 005B – Master Production Forms and Issuance of Batch Records

5) The Extraction Specialist shall cool the oil in a sub-zero refrigerator for a minimum of 4 hours.

6) The Extraction Specialist shall filter the oil until waxes are removed sufficiently.

7) The Extraction Specialist shall dispose of any waste according to State regulations.

8) The Extraction Specialist shall reclaim any solvent used in the filtration process via rotary evaporator, following all operating procedures for said machinery.

9) The Extraction Specialist shall perform decarboxylation of the oil if appropriate for the final product.

10) The Extraction Specialist shall document a final weight of processed oil in an electronic file, label and store the processed oil in a limited access area.

11) The Extraction Specialist shall pull no less than 4 samples of the finished oil. The quantity sampled shall be adequate for all required material testing including assay, microbial evaluation and retained samples. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

12) The Extraction Specialist shall label 2 oil samples for laboratory testing and transport (if necessary) at an outside laboratory. The remaining samples shall label and store in a limited access refrigerator for use in repeat testing and reference sampling.

13) The Extraction Specialist shall return all equipment to a clean and ready state for next batch processing. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Science team. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: EXTERNAL TESTING OF FINISHED OILS	
SOP # 005I	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure proper dosing and efficacy of products through multi-stage testing of materials and ingredients.

RESPONSIBILITIES:

1) It is the responsibility of the Extraction Specialist to notify Quality Assurance and the Shipping & Receiving Coordinator that samples are available for testing.

2) It is the responsibility of the Shipping & Receiving Department to facilitate transfer to an approved testing laboratory.

3) It is the responsibility of the Shipping & Receiving Coordinator to track samples sent for testing via supply transfer log and electronic file.

4) It is the responsibility of the Science Director to provide a list of acceptable testing facilities.

5) It is the responsibility of Quality Assurance to review laboratory test results for compliance with the materials specifications.

6) It is the responsibility of the Director of Science to release cannabinoid oils for use in production.

PROCEDURE:

1) Upon completion of processing the Extraction Specialist shall provide the Shipping & Receiving Department with the samples for testing and notify Quality Assurance via email that samples are ready to test.

2) The Extraction Specialist and Shipping & Receiving Coordinator shall ensure that samples are documented in the supply transfer log as well as electronic file.

3) The Shipping & Receiving Department shall facilitate the transfer of samples to an outside laboratory via secure and fully traceable security policies.

4) Upon receipt of laboratory test results Quality Assurance will review them for compliance with the materials specifications. All laboratory test results shall be tabulated (profiled) as part of this evaluation and comparison with previous testing for potential adverse trends.

5) Quality Assurance shall maintain an electronic file of all test results and ensure that test results are available to the Director of Science and Director of Manufacturing. Any test results not meeting specifications or outside of their typical material profile will be brought to the directors immediate attention

6) The Director of Manufacturing shall discuss and receive approval from the Science Director for release of oil to the Production Department. Upon the Science Director's approval, Quality Assurance will release cannabinoid oils for use in production.
See SOP # 005C – Sampling and Testing of In-Process Materials and Finished Products

7) Upon completing the release of oil, Quality Assurance will document the transfer of oil to the Production Department via supply transfer log as well as electronic file.

STANDARD OPERATING PROCEDURE

TITLE: MANUFACTURING OF SOFTGEL CAPSULES, IF APPROVED	
SOP # 005J	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper handling of materials during all steps of its production in accordance with current Good Manufacturing Principles while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Production Technicians to ensure the proper handling of all manufacturing materials at all times.

2) It is the responsibility of the Production Technicians to document accurate material weights of the individual product ingredients, in-process materials and finished products.

3) It is the responsibility of the Production Technicians to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

4) It is the responsibility of the Production Technicians to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

5) It is the responsibility of the Production Technicians to label, document and safely store cannabinoid oils, in-process materials and finished products in a limited access area.

6) It is the responsibility of the Production Managers and the Director of Manufacturing to assure all team members properly follow this procedure.

PROCEDURE:

1) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

2) The Production Technicians shall confirm the weights of all processed oils to be used in the manufacturing process. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

3) The Production Technicians shall ensure all necessary equipment is in working order and the manufacturing area is within temperature and humidity requirements.

4) The Production Technicians shall dilute the finished cannabinoid oils with appropriate pharmaceutical grade inactive ingredients and perform all further processing as specified by its Manufacturing Batch Record.
See SOP # 005B – Master Production Forms and Issuance of Batch Records

5) The Production Technicians shall transfer the in-process blended oil to the softgel encapsulation equipment taking care to maintain the required temperature and critical relative humidity conditions throughout the encapsulation process.

6) The Production Technicians shall encapsulate the blended oil with pharmaceutical grade gelatin following all operating procedures for said machinery.

7) The Production Technicians shall document a final weight of softgel capsules in an electronic file, label and store the finished product in a limited access area.

8) The Production Technicians shall pull no less than 4 samples of the finished softgel capsules. The quantity sampled shall be adequate for all required material testing including assay, microbial evaluation and retained samples. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

9) The Production Technicians shall label samples for laboratory testing and transport (if necessary) at an outside laboratory. The remaining samples shall be labeled and store under controlled temperature and humidity in a limited access area for use in repeat testing and reference sampling.

10) The Production Technicians shall return all equipment to a clean and ready state for next batch processing. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Production Department. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: MANUFACTURING OF ORAL THIN DISSOLVABLE FILM STRIPS, IF APPROVED	
SOP # 005K	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper handling of materials during all steps of its production in accordance with current Good Manufacturing Principles while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Production Technicians to ensure the proper handling of all manufacturing materials at all times.

2) It is the responsibility of the Production Technicians to document accurate material weights of the individual product ingredients, in-process materials and finished products.

3) It is the responsibility of the Production Technicians to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

4) It is the responsibility of the Production Technicians to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

5) It is the responsibility of the Production Technicians to label, document and safely store cannabinoid oils, in-process materials and finished products in a limited access area.

6) It is the responsibility of the Production Managers and the Director of Manufacturing to assure all team members properly follow this procedure.

PROCEDURE:

1) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

2) The Production Technicians shall confirm the weights of all processed oils to be used in the manufacturing process. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

3) The Production Technicians shall ensure all necessary equipment is in working order and the manufacturing area is within temperature and humidity requirements.

4) The Production Technicians shall dilute the finished cannabinoid oils with appropriate pharmaceutical grade inactive ingredients and perform all further processing as specified by its Manufacturing Batch Record.
See SOP # 005B – Master Production Forms and Issuance of Batch Records

5) The Production Technicians shall transfer the in-process blended oil to the thin film coating equipment taking care to maintain the required line speed, curing oven temperature and critical film thickness throughout the coating process.

6) The Production Technicians shall store the coated rolls of in-process product in in a limited access area until it is ready for further processing (Die Cutting).

7) The Production Technicians shall configure the die cutting equipment to the finished product film strip dimensions and convert the rolls of film coated product into individual film strips following all operating procedures for said machinery.

8) The Production Technicians shall document a final weight of dissolvable film strips in an electronic file, label and store the finished product in a limited access area.

9) The Production Technicians shall pull no less than 4 samples of the finished film strips. The quantity sampled shall be adequate for all required material testing including assay, microbial evaluation and retained samples. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

10) The Production Technicians shall label samples for laboratory testing and transport (if necessary) at an outside laboratory. The remaining samples shall be labelled and store under controlled temperature and humidity in a limited access area for use in repeat testing and reference sampling.

11) The Production Technicians shall return all equipment to a clean and ready state for next batch processing. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Production Department. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: MANUFACTURING OF BULK OIL CONCENTRATES FOR VAPORIZERS AND ORAL DISPENSERS	
SOP # 005L	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper handling of materials during all steps of its production in accordance with current Good Manufacturing Principles while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Production Technicians to ensure the proper handling of all manufacturing materials at all times.

2) It is the responsibility of the Production Technicians to document accurate material weights of the individual product ingredients, in-process materials and finished products.

3) It is the responsibility of the Production Technicians to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

4) It is the responsibility of the Production Technicians to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

5) It is the responsibility of the Production Technicians to label, document and safely store cannabinoid oils, in-process materials and finished products in a limited access area.

6) It is the responsibility of the Production Managers and the Director of Manufacturing to assure all team members properly follow this procedure.

PROCEDURE:

1) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

2) The Production Technicians shall confirm the weights of all processed cannabinoid oils to be used in the manufacturing process. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

3) The Production Technicians shall ensure all necessary equipment is in working order and the manufacturing area is within temperature and humidity requirements.

4) The Production Technicians shall dilute the finished cannabinoid oils with appropriate pharmaceutical grade inactive ingredients and perform all further processing as specified by its Manufacturing Batch Record.
See SOP # 005B – Master Production Forms and Issuance of Batch Records

5) The Production Technicians shall transfer the bulk product into lockable stainless steel holding containers for subsequent filling into vaporizer pens or calibrated oral dispensers.

6) The Production Technicians shall document the final weight of bulk product in an electronic file, label and store the finished product in a limited access area.

7) The Production Technicians shall pull no less than 4 samples of the bulk product. The quantity sampled shall be adequate for all required material testing including assay, microbial evaluation and retained samples. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

8) The Production Technicians shall label samples for laboratory testing and transport (if necessary) at an outside laboratory. The remaining samples shall be labeled and store under controlled temperature and humidity in a limited access area for use in repeat testing and reference sampling.

9) The Production Technicians shall return all equipment to a clean and ready state for next batch processing. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Production Department. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: MANUFACTURING OF SUPPOSITORIES, APPROVED	
SOP # 005M	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper handling of materials during all steps of its production in accordance with current Good Manufacturing Principles while maintaining a safe work environment.

RESPONSIBILITIES:

1) It is the responsibility of the Production Technicians to ensure the proper handling of all manufacturing materials at all times.

2) It is the responsibility of the Production Technicians to document accurate material weights of the individual product ingredients, in-process materials and finished products.

3) It is the responsibility of the Production Technicians to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

4) It is the responsibility of the Production Technicians to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

5) It is the responsibility of the Production Technicians to label, document and safely store cannabinoid oils, in-process materials and finished products in a limited access area.

6) It is the responsibility of the Production Managers and the Director of Manufacturing to assure all team members properly follow this procedure.

PROCEDURE:

1) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

2) The Production Technicians shall confirm the weights of all processed cannabinoid oils to be used in the manufacturing process. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

3) The Production Technicians shall ensure all necessary equipment is in working order and the manufacturing area is within temperature and humidity requirements.

4) The Production Technicians shall dilute the finished cannabinoid oils with appropriate pharmaceutical grade inactive ingredients and perform all further processing specified by its Manufacturing Batch Record.
See SOP # 005B – Master Production Forms and Issuance of Batch Records

5) The Production Technicians shall transfer the bulk product to the Suppository Production Line taking care to maintain the all required temperature and humidity conditions during transfer.

6) The Production Technicians shall document the final number of suppositories in an electronic file, label and store the finished product in a limited access area.

7) The Production Technicians shall pull no less than 4 samples of the finished softgel capsules. The quantity sampled shall be adequate for all required material testing including assay, microbial evaluation and retained samples. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

8) The Production Technicians shall label samples for laboratory testing and transport (if necessary) at an outside laboratory. The remaining samples shall be labelled and store under controlled temperature and humidity in a limited access area for use in repeat testing and reference sampling.

9) The Production Technicians shall return all equipment to a clean and ready state for next batch processing. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Production Department. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: MANUFACTURING OF SLOW RELEASE COMPRESSED TABLETS	
SOP # 005N	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper handling of materials during all steps of its production in accordance with current Good Manufacturing Principles while maintaining a safe work environment.

RESPONSIBILITIES:

6) It is the responsibility of the Production Technicians to ensure the proper handling of all manufacturing materials at all times.

7) It is the responsibility of the Production Technicians to document accurate material weights of the individual product ingredients, in-process materials and finished products.

8) It is the responsibility of the Production Technicians to follow all safety procedures to ensure personal safety as well as the safety of others nearby.

9) It is the responsibility of the Production Technicians to maintain machinery in sanitary and good working order. Management shall be notified if repair or replacement of equipment is necessary.

10) It is the responsibility of the Production Technicians to label, document and safely store cannabinoid oils, in-process materials and finished products in a limited access area.

11) It is the responsibility of the Production Managers and the Director of Manufacturing to assure all team members properly follow this procedure.

PROCEDURE:

6) All team members shall wear appropriate protective clothing including a lab coat, gloves, and protective eye wear.

7) The Production Technicians shall confirm the weights of all processed oils to be used in the manufacturing process. Any changes in material weight that exceed the currently specified Reconciliation Limit for that item shall be promptly investigate.
See SOP # 002C (Inventory Control and Allocation of Released Materials)

8) The Production Technicians shall ensure all necessary equipment is in working order and the manufacturing area is within temperature and humidity requirements.

9) The Production Technicians shall dilute the finished cannabinoid oils with appropriate pharmaceutical grade inactive ingredients and perform all further processing as specified by its Batch Manufacturing Compounding Record.
See SOP # 005B – Master Production Forms and Issuance of Batch Records

10) The Production Technicians shall transfer the bulk tablet powder into tared sealable holding containers and determine the actual bulk powder yield. Any bulk product yields that exceed the Batch Manufacturing Record specified Acceptable Limit shall be promptly investigate.

11) The Production Technicians shall compress the bulk powder into tablets according to the predefined Batch Manufacturing Compression Record criteria taking to monitor all specified tablet criteria for tablet, weight, hardness, thickness and friability.

12) The Production Technicians shall document a final weight of compressed tablets in an electronic file, label and store the finished product in a limited access area. Any yields of bulk compressed tablets that exceed the Batch Manufacturing Record specified Acceptable Limit shall be promptly investigate.

13) The Production Technicians shall pull no less than 4 samples of the finished compressed tablets. The quantity sampled shall be adequate for all required material testing including assay, microbial evaluation and retained samples. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

14) The Production Technicians shall label samples for laboratory testing and transport (if necessary) at an outside laboratory. The remaining samples shall be labeled and store under controlled temperature and humidity in a limited access area for use in repeat testing and reference sampling.

15) The Production Technicians shall return all equipment to a clean and ready state for next batch processing. See SOP # 004A (Equipment Cleaning Procedures)

Note: All weights required by this procedure will be confirmed a second member of the Production Department. Automated weighing equipment capable of positively identifying and recording material weights shall be shall be considered as meeting these confirmation requirements.

STANDARD OPERATING PROCEDURE

TITLE: DISTRIBUTION OF RELEASED MEDICAL MARIJUANA PRODUCTS	
SOP # 006	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to only distribute medical marijuana products directly to NYS approved dispensing facilities. Each product lot must be certified by an independent laboratory as passing all brand consistency and contaminant testing specifications and have been properly released by Quality Assurance before distribution from the manufacturing site to a dispensing facility.

RESPONSIBILITIES:

1) It is the responsibility of assigned warehouse personnel to properly store and ship only released finished product in accordance with this Standard Operating Procedure

2) It is the responsibility of the Director of Facilities to oversee and ensure compliance with this Standard Operating Procedure.

PROCEDURE:

1) All packaged medical marijuana products at the manufacturing facility will be stored under quarantine in a NYS department approved safe or vault until the completion of all laboratory testing and properly released by Quality Assurance for distribution.
See SOP # 008 – Quality Assurance Product Review and Release for Distribution

2) Upon its approval for distribution, all packaged medical marijuana products will be warehoused in a NYS department approved released product storage area under appropriate environmental conditions consistent with its shelf life specifications and labeling.

3) The manufacturing facility will only distribute approved products in their final sealed package form to an approved dispensing facility and will not dispense any products to patients or their designated caregiver at the manufacturing site.

4) The oldest lot of an approved product with shortest expiry dating shall be distributed to each dispensing facility. A distribution history for each lot of medical marijuana product including the brand name, strength, dosage form, receiving site, date and quantity shipped shall be maintained to facilitate its recall, if necessary.

5) Prior to any product transfers, a shipping manifest with the product name(s), quantities, lot numbers and any other required information will be prepared accurately documenting every medical marijuana product to be included in the shipment. A copy of the completed shipping manifest will transmitted to the dispensing facility that will receive the products and to the appropriate NYS department at least two business days prior to transport.

6) All approved medical marijuana products will be transported in a locked, safe and secure storage

compartment that is part of the transporting vehicle and not visible from outside the vehicle.

7) All products shipments from the manufacturing facility shall travel directly to the dispensing facility and shall not make any unnecessary stops in between. Product shipment delivery times shall be randomized.

8) All transport vehicles will be staffed with a minimum of two employees and at least one transport team member shall remain with the vehicle at all times that the vehicle contains approved medical marijuana products. Transport team members shall have access to a secure form of communication with the manufacturing facility at all times that the vehicle contains approved medical marijuana products.

9) The transport team shall possess a copy of the shipping manifest at all times when transporting or delivering approved products and shall produce it to authorized government representatives or law enforcement officials upon request.

10) All medical marijuana product lot distribution histories shall be retained for at least two (2) years after the expiration date of the batch. All shipping manifests shall be maintained for a period of five (5) years. Copies will be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: QUARANTINE AND DISPOSAL OF UNUSABLE PRODUCT	
SOP # 006A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to store all rejected or otherwise unusable medical marijuana and medical marijuana containing products under quarantine until it is properly destroyed by an authorized waste disposal facility.

RESPONSIBILITIES:

1) It is the responsibility of assigned warehouse personnel to properly store and ship rejected products in accordance with this Standard Operating Procedure

2) It is the responsibility of the Director of Facilities to oversee and ensure compliance with this Standard Operating Procedure.

PROCEDURE:

1) All medical marijuana and cannabinoid containing extracts, concentrates, in-process materials and bulk product that cannot be further processed into approvable packaged product will be held under quarantine in a separate secure storage area(s) until they can be properly destroyed in accordance with this procedure.

2) Any packaged product determined to not meet the minimum safety standards and specifications for brand consistency or otherwise been rejected by Quality Assurance will be held under quarantine in a secure storage area separate from any released products until they can be properly destroyed in accordance with this procedure.

3) Any products that have been subjected to improper storage conditions including but not limited to extremes in temperature, water damage or smoke due to natural disasters, fires, accidents or equipment failures shall not be salvaged, but held under quarantine in a secure storage area until they can be properly destroyed in accordance with this procedure.

4) Upon notification by the appropriate NYS department, any individual lot or all lots of medical marijuana products will be held under quarantine and not transport, distribute or dispense unless prior approval is obtained from the department. If directed by the appropriate NYS department, any such products will be properly destroyed in accordance with this procedure.

5) Prior to transporting any quarantined materials for destruction, a shipping manifest with the material or product name(s), quantities, lot numbers and any other required information will be prepared accurately documenting every medical marijuana containing product to be included in the shipment. A copy of the completed shipping manifest will transmitted to the authorized waste disposal facility that will receive

the materials and to the appropriate NYS department at least two business days prior to transport.

6) All quarantined medical marijuana products will be transported in a locked, safe and secure storage compartment via transporting vehicle that has been approved by the appropriate NYS department for this purpose.

7) All shipments from the manufacturing facility shall travel directly to the waste disposal facility and shall not make any unnecessary stops in between. Shipment delivery times shall be randomized.

8) All transport vehicles will be staffed or accompanied by a minimum of two company employees and at least one company transport team member shall remain with the vehicle at all times that the vehicle contains medical marijuana products. Transport team members shall have access to a secure form of communication with the manufacturing facility at all times that the vehicle contains medical marijuana products.

9) The transport team shall possess a copy of the shipping manifest at all times when transporting the quarantined products and shall produce it to authorized government representatives or law enforcement officials upon request.

10) Copies of all shipping manifests shall be maintained for a period of five (5) years after shipment and will be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: DISPOSITION OF DISPENSARY PRODUCT RETURNS	
SOP # 006B	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to return all short dated, damaged or excessive product inventory at its dispensing facilities back to the manufacturing facility to be properly processed and disposed according to written procedures.

RESPONSIBILITIES:

1) It is the responsibility of assigned personnel to properly identify, transport, receive, log and store all returned product according to this standard operating procedure.

2) It is the responsibility of the Quality Assurance to determine the appropriate disposition of all returned products.

PROCEDURE:

1) Packaged medical marijuana products that become damaged, short dated or returned by a customer will be securely stored at the dispensing facility until they can be properly transported to the manufacturing site. Excessive inventory of usable packaged product at one dispensing facility may also be returned to manufacturing site for storage or restocking at another dispensing facility in accordance with this written procedure.

2) Prior to its return, a shipping manifest with the product name(s), quantities, lot numbers and any other required information will be prepared accurately documenting every medical marijuana product to be included in the shipment. A copy of the completed shipping manifest will transmitted to the manufacturing facility receiving the products and to the appropriate NYS department at least two business days prior to transport.

3) All medical marijuana products will be transported in a locked, safe and secure storage compartment that is part of the transporting vehicle and not visible from outside the vehicle.

4) All return shipments from a dispensing facility shall travel directly to the manufacturing facility and shall not make any unnecessary stops in between. Shipment delivery times shall be randomized.

5) All transport vehicles will be staffed with a minimum of two employees and at least one transport team member shall remain with the vehicle at all times that the vehicle contains medical marijuana products. Transport team members shall have access to a secure form of communication with the

manufacturing facility at all times that the vehicle contains medical marijuana products.

6) The transport team shall possess a copy of the shipping manifest at all times when transporting products and shall produce it to authorized government representatives or law enforcement officials upon request.

7) Upon receipt at the manufacturing facility, all returns shall be held under quarantine in a secure area until inspected and a determination made regarding its disposition. Returns shall be compared with the shipping manifest, issue a Receiving & Control Number and documented in the receiving log book by warehouse personnel.
See SOP #002 (Receipt and Quarantine of Incoming Materials)

8) Any product identified by the dispensing facility as a patient return will be rejected by Quality Assurance and held under quarantine for subsequent destruction.
See SOP #006A (Quarantine and Disposal of Unusable Product)

9) Excessive product inventory returned by a dispensing facility will be documented and inspected by Quality Assurance utilizing a Material Receiving and Inspection Record (See SOP #002 Attachment 1). Products found to be in acceptable physical condition and expiry may be released by Quality Assurance based upon its previously documented release testing, known stability profile and individual lot history including the dispensing facility's storage conditions.

10) Warehouse Personnel will promptly transfer any released products to the appropriate warehouse location upon its approval by Quality Assurance.

11) Copies of all documentation mandated by this procedure shall be maintained for a period of five (5) years and will be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: PRODUCT STABILITY TESTING AND EXPIRATION DATING	
SOP # 007	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to policy to assess and routinely evaluate the stability of its cannabinoid concentrates and packaged medical marijuana products utilizing appropriate written testing protocols.

The stability of each brand in each dosage form and packaging format of distributed medical marijuana product shall be confirmed by testing at an independent NYS approved laboratory to assure all products meet the brand's written specifications throughout their labeled shelf life.

RESPONSIBILITIES:

1) It is the responsibility of the Science Director and Director of Quality Assurance to oversee the development of adequate product and material specific stability programs to be used in determining appropriate storage conditions and expiration dates.

2) It is the responsibility of Quality Assurance to maintain adequate stability records, select product to be included in the stability program and obtain all required sample evaluations at the indicated testing intervals.

PROCEDURE:

1) Prior to distribution, medical marijuana products shall be placed on a comprehensive stability testing program. This shall consist of acceleration stability @ 40ºC 75% RH for up to 6 months and long term room temperature stability @ 25ºC 60% RH for 3, 6, 9, 12, 18, 24 months and yearly thereafter. Based upon the product or cannabinoid concentrate characteristics alternate storage conditions, including ICH (International Conference on Harmonization) guidelines may be utilized.

2) Stability testing requirements will be defined in a written protocol and shall include:

   - Sample size and test intervals based on statistical criteria for each attribute examined to assure valid product stability and expiration dating
   - Storage conditions for samples retained for testing;
   - Reliable, meaningful and specific test methods
   - Product testing in the same container-closure system as the product is distributed

3) An adequate number of batches of each product brand, dosage form and packaging format shall be tested to determine an appropriate expiration date. Accelerated studies, combined with basic stability information on the product composition and container-closure system, may be used to

support tentative expiration dates provided full shelf life studies are not available and are being conducted. Where data from accelerated studies are used to project a tentative expiration date that is beyond a date supported by actual shelf life studies, long term room temperature testing at appropriate intervals will be performed until the tentative expiration date is verified or a more appropriate expiration date is determined.

4) Accelerated stability samples will be in the same packaging material as the final distributed product. In the event that a product is not stable under accelerated conditions, but is stable under room temperature conditions, then the room temperature stability data shall be utilized to establish the product's expiration dating.

5) Long term room temperature stability samples will be in the final distributed packages. Package sizes shall include the largest and smallest of any commercially distributed product. Blister packaged samples will be counted as individual units and this stability shall be applicable to all distributed product regardless of the final package count.

6) The first three commercial batches of all distributed products will be placed into a long term room temperature stability program to confirm and eventually extend any expiration date previously assigned utilizing accelerated stability data.

7) At least one batch per year of all distributed packaged medical marijuana products shall be placed into a long term room temperature stability program at an independent NYS approved laboratory. The shelf-life of these medical marijuana products shall be independently validated by ongoing stability testing according to a schedule determined by the appropriate NYS department.

8) Product shelf life specifications shall include all required storage conditions including storage at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient's home and samples retained for future testing.

9) All stability results shall be promptly evaluated upon completing of each testing interval. Results will be tabulated as part of this evaluation and reviewed for adverse trends.

10) Stability failures shall be promptly investigated. This written investigation including any necessary corrective actions shall be reviewed Quality Assurance and approved by Compliance.

11) Appropriate stability studies may be dropped from this stability program based upon the deletion of products from the marketplace, revisions in product formula and packaging or other justifiable reasons as determined by Quality Assurance and approved by Compliance.

12) All medical marijuana product distributed in multiple dose re-sealable containers shall be stable for a minimum of 60 days after being opened as specified in the label directions and storage conditions of light, temperature and humidity.

13) All stability protocols, reports and associated testing results required by this procedure shall be retained for at least five years after completion of the last testing interval for that product.

STANDARD OPERATING PROCEDURE

TITLE: QUALITY ASSURANCE PRODUCT REVIEW AND RELEASE	
SOP # 008	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to review product manufacturing records, packaging records and finished product test results for proper document completion and full compliance with established brand specifications before a batch of medical marijuana product is released to a dispensing facility.

RESPONSIBILITIES:

1) It is the responsibility of the assigned Quality Assurance personnel to review and approve all product manufacturing or packaging records and finished product test results before the product released for distribution.

2) It is the responsibilities of the Director of Quality Assurance to assure all product manufacturing or packaging records and finished product test results have been properly reviewed and approved.

3) It is the responsibility of the Chief Compliance Officer to oversee and approve the release of all packaged finished product to the distribution centers for dispensing to the public.

PROCEDURE:

1) Upon completion the manufacturing and/or testing of cannabinoid concentrates, in-process materials or bulk product, Quality Assurance shall review the applicable documentation for compliance with established specifications and approve each batch of material for the next production operation. All approved materials will be labeled with green release stickers bearing the product name, strength, lot number and name of authorizing person/date. UNDER NO SITUATION will any cannabinoid concentrate, in-process material or bulk medical marijuana product will utilized for the next production operation without it being properly reviewed and released by Quality Assurance for its intended purposes.

2) Upon completion of product packaging and labeling operations the individual batch record is reconciled by manufacturing and reviewed for compliance with all specified requirements by Quality Assurance. Packaged finished product shall be held under quarantine in a secure area pending the completion of all required finished product testing by an independent NYS approved laboratory. See SOP # 005C (Sampling and Testing of In-Process Materials and Finished Products)

3) Such laboratory or approved laboratories cumulatively, shall certify the medical marijuana product lot as passing all contaminant testing and verify it is consistent with brand requirements prior to the product being released from the manufacturing to a dispensing facility.

4) Upon receipt of the independent laboratory Certificate(s) of Analysis, the results will be reviewed by Quality Assurance for compliance with its Finished Product Specifications. All laboratory test results shall be tabulated (profiled) as part of their evaluation and comparison with previous testing for potential adverse trends.

5) Upon completing the review of BOTH the product's packaging/labeling batch record and laboratory Certificate of Analysis for compliance with all specified requirements, Quality Assurance will complete a Medical Marijuana Product Release Form for each lot of finished product (see attachment 1).

6) The Director of Quality Assurance will confirm the supporting product packaging/labeling records and finished product test results have been properly completed and reviewed by approving the Medical Marijuana Product Release Form.

6) Upon the Chief Compliance Officer release of the approval product, a Quality Assurance representative will prepare and label the approved product with green release stickers bearing the product name, strength, lot number and their name/date.
(See SOP #002B Attachment 1 - Release Labels)

7) Once released stickers are placed on the finished product, Quality Assurance shall notify the designated warehouse personnel who will promptly remove the released medical marijuana product from the quarantine area for transfer as needed to a distribution facility.

8) Laboratory Certificates of Analysis, Medical Marijuana Product Release Forms and associated documentation shall be kept on file by Quality Assurance for not less than 5 years and will be made available to the appropriate NYS department upon request.

MEDICAL MARIJUANA PRODUCT RELEASE FORM

Product Name: _____ Strength: _____

Dosage/Packaging Format: _____ Batch # _____

Quantities Released: _____
(Full description of quantity per case, # of cases, etc…)

Total Units Released: _____

Comments (if any):

_____

Counted by/Date: _____ Confirmed By/Date: _____

QUALITY ASSURANCE PACKAGING AND LABELING REVIEW

Packaging/Labeling Batch Record properly completed and reviewed: □ Yes □ No

Comments (if any): _____

Confirmed By: _____ Date: _____

INDEPENDENT LABORATORY TESTING REVIEW

Certificate of Analysis certifies product passes all contaminant testing: □ Yes □ No

Certificate of Analysis certifies product conforms to brand specifications: □ Yes □ No

Comments (if any): _____

Confirmed By: _____ Date: _____

FINISHED PRODUCT APPROVAL AND RELEASED FOR DISTRIBUTION

Approved by: _____ Date: _____
Title: Director of Quality Assurance

Released by: _____ Date: _____
Title: Chief Compliance Officer

SOP # 008 – Attachment 1

STANDARD OPERATING PROCEDURE

TITLE: INVESTIGATION OF MEDICAL MARIJUANA PRODUCT COMPLAINTS	
SOP # 008A	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to handle all product complaints by its patients, their designated caregivers, physicians or other medical personnel in a prompt, courteous and professional manner in accordance with applicable NYS department regulations and this written procedure.

RESPONSIBILITIES:

1) It is the responsibility of all company employees to report any product complaints they become aware of and forward all potential complaints to Quality Assurance for appropriate follow up and investigation.

2) It is the responsibility of the Quality Assurance Manager to accurately document all aspects of each individual product complaint, appropriately investigate and report these incidents.

3) It is the responsibility of the Compliance Director to oversee the complaint investigation requirements of this Standard Operating Procedure and to assure the timely reporting of any adverse medical events to the appropriate NYS department.

PROCEDURE:

1) Product complaints may be received in writing (via mail or Email) and over the telephone. Upon receipt, all written complaints will be immediately forwarded to Quality Assurance. Company employees receiving a product complaint via the telephone shall either forward the call to the Quality Assurance or record the customer's name, address, phone number, product name, lot number (if available), product complaint and then inform the customer that the responsible individual will be calling them to address this situation. Customer service employees will record this complaint information using a Product Complaint Record (see attachment 1) and immediately forward it to Quality Assurance.

2. The Quality Assurance shall assign a sequential complaint number to all product complaints upon receipt and enter the complaint in the annual Product Complaint Log.
All product complaints shall be acknowledged by the assigned Quality Assurance personnel within 1 working day of their receipt and promptly investigated.

IMPORTANT: Product complaints involving a serious or unexpected adverse medical event must be reported to the appropriate NYS department within 24 hours of their receipt.
See SOP # 008B (Investigation of Medical Marijuana Product Adverse Events) for adverse event definitions and required actions.

5) All product complaint investigations will, at a minimum, include the following information:

- The date the complaint was received
- Whether it was received by phone call or written
- The original customer complaint correspondence (if received in writing)
- The name, address and phone number or email address of the complainant
- The product's name, strength and lot number (if available)
- The nature of the complaint
- The name of the individual who received and documented the complaint.
- The sequential number assigned by Quality Assurance for each complaint
- Appropriate complaint investigation and follow-up
- The manner in which the complaint was resolved with the name and date of the company representative making that determination.

4. Based upon the nature of the complaint and individual product characteristics Quality Assurance's investigation of these reported incidents shall include:

- Examination of retained samples from the same product and lot number.
- The utilization of sound scientific principles based upon the nature of the product complaint and where appropriate include retesting product according to its written finished product or packaging specifications.
- Obtaining the original complaint product back from the customer for examination.
  If available and necessary for a thorough investigation, any remaining complaint product should be returned to the dispensing facility and subsequently forwarded to the manufacturing site for evaluation or testing.
  See SOP # 009 (Designated Dispensing Facility Requirements)
  See SOP # 006B (Disposition of Returned Product)
- Review of the product manufacturing records with production to identify possible cause(s) of the product complaint and potential Corrective or Preventive Actions (CAPA) by production to minimize the possibility of future product defects.

5. All interim contacts or correspondence with the complainant and product manufacturing reviews will be noted on the Product Complaint Record or an attachment.

6. Upon completion of this investigation or other resolution of the complaint, the complainant will be notified in writing.

7. A written evaluation on all complaints will be completed at least once per year. This evaluation will include a per lot tabulation of the frequency of complaints for each product and a comparison to the previous year. Adverse trends in the frequency of product complaints will be evaluated for potential Corrective or Preventive Action (CAPA).

8. All files regarding product complaints shall be maintained by the Quality Assurance department for a minimum of five (5) years after the date that the complaint was received. Copies shall be made available to the appropriate NYS department upon request.

PRODUCT COMPLAINT RECORD

DATE: _____ ☐ Written ☐ Phone Call

Customer Name: _____

Address: _____

_____

Phone No. _____

Product Name/Strength: _____

Lot No. _____ (if available)

Complaint: _____

_____

Complaint Taken By: _____

COMPLAINT INVESTIGATION #_____

RESOLUTION OR DISPOSITION

_____ _____

Completed By: **Date:**

STANDARD OPERATING PROCEDURE

TITLE:	INVESTIGATION OF MEDICAL MARIJUANA PRODUCT ADVERSE EVENTS
SOP # 008B	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to thoroughly investigate all medical marijuana product adverse medical events and promptly report all required adverse events to the applicable NYS department within the timelines specified by department regulations.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Quality Assurance to accurately document and submit all reportable incidents as specified in this Standard Operating Procedure.

2) It is the responsibility of the Chief Compliance Officer to assure the timely submission of adverse medical events and any other required information to the appropriate NYS department.

DEFINITIONS:

1. Adverse medical experience – Any adverse event associated with the use of a medical marijuana product, whether or not considered medical marijuana related, including events occurring during routine product usage, including product abuse, overdose, withdrawal or any failure of expected pharmacological action.

2. Disability – A substantial disruption of a person's ability to conduct normal life functions.

3. Life-threatening adverse medical experience – Any adverse medical experience that places the patient, at immediate risk of death from the adverse medical experience as it occurs.

4. Serious adverse medical experience – Any adverse experience occurring at any dose that results in any of the following outcomes: Death, a life-threatening adverse medical experience, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant disability or incapacity, or a congenital anomaly (birth defect).

5. Unexpected adverse medical experience - Any adverse medical experience not listed in the current labeling or patient insert for the medical marijuana product. This includes events that may be symptomatically related to a listed event, but differs from the event because of greater severity or specificity.

Note: More extensive descriptions with examples are available in 21 CFR 314.80

PROCEDURE:

1) Customer complaints involving an adverse medical experience may be received in writing, via mail, E-mail or over the telephone. All complaints are immediately forwarded to the Quality Assurance

Department
See SOP # 008A (Investigation of Medical Marijuana Product Complaints).

2) All customer complaints for medical marijuana products will be evaluated to determine if they meet the preceding definition for an Adverse Medical Experience (#1). Quality Assurance shall tabulate and submit information obtained regarding all medical marijuana product adverse medical experiences at the required intervals to the appropriate NYS department.

3) Every effort should be made to obtain any remaining portion of the original complaint product involving an adverse medical experience for examination. Any available original complaint product should be returned to the dispensing facility and subsequently forwarded to the manufacturing site for evaluation and testing.
See SOP # 009 (Designated Dispensing Facility Requirements)
See SOP # 006B (Disposition of Returned Product)

4) Medical marijuana product complaints involving either a Serious (#4) or Unexpected (#5) Adverse Medical Experience, see previous definitions, must be reported to the appropriate NYS department within 24 hours of their occurrence and receipt of the complaint.

5) Quality Assurance shall promptly investigate all Adverse Medical Experiences and shall submit follow-up reports to the appropriate NYS department within 15 calendar days of receipt, if significant new information becomes available or as requested by the department. If additional information is not obtainable, records should be maintained of the unsuccessful steps taken to seek additional information.

6) Product investigations of Adverse Medical Experiences shall utilize sound scientific principles based upon the nature of the medical experience and whenever appropriate include retesting of any suspect product according to its written specifications.

7) The above reports submitted to the appropriate NYS department should maintain patient privacy thus not disclosing patient names or addresses. These reports should include the name of the reporter from whom the information was received.

8) Quality Assurance shall maintain for ten (10) years all records involving adverse medical experiences including any reports, correspondence and follow-up required by this SOP. Copies shall be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: MEDICAL MARIJUANA PRODUCT RECALLS	
SOP # 008C	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to immediately cease distribution of medical marijuana products that no longer conform to their written specifications. Any dispensed products with the potential to cause adverse health consequences will be immediately recalled from the impacted certified patients or their designated caregivers. All product recalls shall be promptly reported to the appropriate NYS department

RESPONSIBILITIES:

1) It is the responsibility of all assigned personnel to properly follow these written procedures and management's instructions in the event of a product recall.

2) It is the responsibility of Quality Assurance to monitor product testing, stability, consumer complaints and adverse medical experiences for situations that potentially warrant a halt in the distribution or recall of a medical marijuana product.

3) It is the responsibility of the Compliance Director to oversee the proper execution of any product recall or withdrawals and their timely reporting to the appropriate NYS department.

4) It is the responsibility of the company Chief Executive Officer to evaluate product concerns brought to his/her attention and initiate any necessary product recalls.

DEFINITIONS:

1. **Product recall:** A situation in which there is a reasonable probability that product use or exposure may cause temporary reversible health consequences, serious adverse health consequences or death. Product recalls are conducted down to the level of each individual certified patient or designated caregiver.
2. **Market withdrawal:** A situation in which product use or exposure is not likely to cause adverse health consequences. Market withdrawals are conducted down to the level of each dispensing facility.

PROCEDURE:

1) The unique distribution history of each lot of medical marijuana product is maintained by manufacturing to facilitate any necessary product recall or market withdrawal.
See SOP # 006 (Distribution of Released Medical Marijuana Products)

2) The dispensing history of each lot of medical marijuana product is maintained by each dispensing facility as a patient specific log of medical marijuana products with the brand, administration form, lot number(s), dosage and dates dispensed to facilitate any necessary product recall.
See SOP # 009 (Designated Dispensing Facility Requirements)

3) Based upon its ongoing reviews of product testing, stability, consumer complaints and adverse medical experiences, Quality Assurance shall inform Compliance of any situations that potentially warrant a halt in the distribution or recall of a medical marijuana product.

4) The Compliance Director shall review the available information and inform the company Chief Executive Officer who shall make the final determination to withdraw or recall any products. The Compliance Director shall report all product recalls or withdrawals to the appropriate NYS department within twenty-four hours of their occurrence.

5) The manufacturing facility will immediately contact each dispensing facility that received withdrawn or recalled product and provide the site pharmacist with a complete product list including the brand, dosage, lot number(s) and expiration dates. The dispensing facility will immediately cease distribution and quarantine any withdrawn or recalled product for return to the manufacturing site.
See SOP # 006B (Disposition of Returned Product)

6) The dispensing facility will promptly contact the individual certified patient or designated caregiver who received a recalled product. Patients and caregivers shall be instructed to cease using the product and return it to the dispensing facility for replacement. The dispensing facility will quarantine any returned recalled product for its subsequent return to the manufacturing site.
See SOP # 009 (Designated Dispensing Facility Requirements)

7) Upon notification by the appropriate NYS department, any individual lot or all lots of medical marijuana products will be recalled or withdrawn and held under quarantine in accordance with this procedure. If directed by the appropriate NYS department, any recalled or withdrawn products will be properly destroyed.
See SOP # 6A (Quarantine and Disposal of Unusable Product)

8) Quality Assurance shall conduct a thorough investigation of all product withdrawals and recalls utilizing sound scientific principles based upon the nature of the product failure. Whenever appropriate this will include product retesting according to written specifications. Investigation findings will be reviewed with production and compliance to identify likely root cause(s) and potential Corrective or Preventive Actions (CAPA).

9) Compliance shall submit the results of this investigation and a Recall Effectiveness Check to the appropriate NYS department within 15 calendar days of any recall or as requested by the department.

10) Quality Assurance shall maintain for five (5) years all records required by this Standard Operating Procedure. Copies shall be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: CUSTOMER PRODUCT RETURNS	
SOP # 008D	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to only accept medical marijuana products returned by a patient or designated caregiver at its NYS approved dispensing facilities.

RESPONSIBILITIES:

1) It is the responsibility of all facility employees to properly follow this procedure as written.

2) It is the responsibility of the supervising pharmacist to ensure that facility personnel follow this procedure.

PROCEDURE:

1) Dispensing facilities shall maintain a patient specific log of all medical marijuana products with the brand, administration form, lot number(s), dosage and dates dispensed and any product returned by a patient or designated caregiver.

2) Upon receipt, facility personnel will immediately place any medical marijuana product whose packaging has been opened in a sealable, tamper indicating container.

3) Facility personnel shall ask the patient or designated caregiver the reason (if any) why they are returning the product. Products returned for any type of complaint must be documented.
See SOP # 008A - Investigation of Medical Marijuana Product Complaints

4) The dispensing facility will hold any products returned by patients or caregivers in a separate designated location for return to the manufacturing facility and subsequent investigation or destruction. The product will be clearly labeled as a patient return and a record of all returned products, their strength, lot number, quantity and reason for its return (if known) will be maintained.
Product returned by patients or caregivers will not be re-dispensed to another patient.
See SOP # 006B (Disposition of Returned Product)

STANDARD OPERATING PROCEDURE

TITLE: RETAINED PRODUCT SAMPLES	
SOP # 008E	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to maintain retained samples of each lot of distributed medical marijuana product to allow for retesting in the future. All retained samples shall be stored unopened as indicated on the product label and in the original packaging.

RESPONSIBILITIES:

1) It is the responsibility of Quality Assurance to retain and visually inspect product samples as specified in this Standard Operating Procedure.

2) It is the responsibility of the Director of Quality Assurance to oversee and ensure compliance with this Standard Operating Procedure.

PROCEDURE:

1) Prior to releasing any medical marijuana product for distribution, Quality Assurance shall retain and store a portion of each lot of medical marijuana product for future testing.

2) A statistically representative number of samples will be retained from each batch of product for packaging format to allow three times the complete product testing schedule specified in its finished product specification.

3) All retained samples shall be shall be stored unopened in the original packaging as indicated on the label. Quality Assurance shall maintain a Retained Product Sample Log with the following, lot specific information:
   - Product name and strength
   - Packaging size
   - Lot number and expiration date
   - Number of retained samples
   - Individual's initials and date retained

4) Retained samples from representative product batches and packaging formats (selected by a statistical acceptable procedure) shall be visually examined at least once a year for evidence of deterioration unless this visual examination would affect the integrity of the retain sample. Any evidence of retain

sample deterioration shall be properly investigated to identify likely root cause(s) and need for any potential Corrective or Preventive Actions (CAPA) . Results of the examination shall be recorded and maintained for at least two years beyond the product's labeled expiration date. Retained samples shall not be opened except for investigation by an approved laboratorian. Copies of all records shall be made available to the appropriate NYS department upon request.

5) Retained samples from each batch and packaging format as specified by this procedure shall be maintained for at least two years beyond the product's labeled expiration date and be made available to the appropriate NYS department upon request.

STANDARD OPERATING PROCEDURE

TITLE: RECORD KEEPING AND COMPLIANCE REPORTING	
SOP # 008F	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to accurately document all medical marijuana activities, including but not limited to its cultivation, manufacturing, packaging, distribution and dispensing operations as they are performed. This documentation will be securely maintained, routinely evaluated and summarized annually. Copies shall be made available to appropriate government representatives as requested.

RESPONSIBILITIES:

1) It is the responsibility of all company employees to accurately document their work activities at the time they are actually performed and in conformance with all Standard Operating Procedures.

2) It is the responsibility of Quality Assurance to properly retain all completed documentation for length of time specified by a Standard Operating Procedure.

3) It is the responsibility of the Chief Compliance Officer to oversee and ensure the proper completion and retention of all required documentation.

PROCEDURE:

1) Any documentation required by a Standard Operating Procedure shall be retained for at least one (1) year after the expiration date of the last batch included in that documentation.
Any documentation that does not apply to an individual production batch shall be retained for at least three (3) years after its last entry. Longer document retention periods may be specified by individual Standard Operating Procedures or a material's written specifications and shall take precedent over these minimum retention requirements.

2) All records required by a Standard Operating Procedure, or copies of such records, shall be readily available for inspection by appropriate government representatives during their retention period at the establishment where the activities occurred. These records shall be available for photocopying or other means of reproduction as part of any inspection. Any required records may be retained either as original records or as true copies including authenticated photocopies or other electronic reproductions of the original records. Records that can be immediately retrieved from another location by computer or other electronic means shall be considered as meeting these requirements.

3) Production records required by a Standard Operating Procedure shall be maintained so that the contained data can be used for evaluating the quality standards of each medical marijuana product to determine the need for any changes in the product specifications or manufacturing and control procedures. Quality Assurance shall perform written annual reviews and evaluations for each

distributed medical marijuana product including:

- A review of all batches for each product strength and dosage form whether approved or rejected including a statistical evaluation of associated laboratory testing records
  See SOP # 008 (Quality Assurance Product Review and Release)

- A review of all complaints and investigations conducted for each product.
  See SOP # 008A (Investigation of Medical Marijuana Product Complaints)

- A review of any Adverse Medical Experiences and investigations conducted.
  See SOP # 008B (Investigation of Medical Marijuana Product Adverse Events)

- A review of any product withdrawals, recalls and investigations conducted.
  See SOP # 008C (Medical Marijuana Product Recalls)

- A review of ongoing product stability programs and statistical evaluation of any adverse stability trends.
  See SOP # 007 (Product Stability Testing and Expiration Dating)

4) Complete copies of all annual product reviews shall be included in the application for renewal or in the manner and detail as required by the appropriate NYS department.

STANDARD OPERATING PROCEDURE

TITLE: DESIGNATED DISPENSING FACILITY REQUIREMENTS	
SOP # 009	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to operate its dispensing facility under the direct supervision of a New York State licensed pharmacist and in compliance with all applicable NYS department regulations. Facilities shall have adequate space for the secure storage and dispensing of medical marijuana products. Individual areas will be clearly identified for the orderly receipt, storage, distribution and return of all products.

RESPONSIBILITIES:

1) It is the responsibility of all facility employees, contactors or any other individuals entering the facility to properly follow this procedure as written.

2) It is the responsibility of the supervising pharmacist to ensure that this procedure is followed.

PROCEDURE:

1) Dispensing facilities shall not be open or in operation unless an individual with an active New York State pharmacist license is on the premises and directly supervising the activity within the facility. At all other times, the dispensing facility shall be closed and properly secured.

2) The dispensing facility will be organized to limit any areas of patient or designated caregiver access separate from medical marijuana product storage. Different operations including the receipt, storage and dispensing of products shall be performed within specifically defined areas of adequate size for that activity.

3) Receiving, storage and dispensing areas will be maintained in a clean and orderly manner. Materials stored in boxes or cartons will be kept off the floor and suitably spaced to permit cleaning or inspection. Areas will be swept daily and mopped when needed.

4) Equipment for adequate control of air temperature and humidity shall be provided where appropriate for the holding of medical marijuana products.

5) Dispensing facilities shall not sell items other than approved medical marijuana products and related products necessary for the approved forms of administration.

6) No medical marijuana product shall be vaporized or consumed on the premises. Certified patients or designated caregivers shall not consume any food or beverages on the premises, unless necessary for medical reasons.

7) Approved medical marijuana products shall not be dispensed to anyone other than a certified patient or designated caregiver. Products shall not be dispense to anyone without a certified patient or designated caregiver registry identification card issued by the appropriate NYS department.

8) Dispensing facility staff shall not open or break the seal on the packaged medical marijuana products. Facility staff shall not counsel patients or their caregiver on the use, administration or risks associated with medical marijuana products, unless they are a properly qualified pharmacist or under the direct supervision of, and in consultation with, the on-site facility pharmacist.

9) Access to the dispensing facility shall be restricted as follows:

- No person, except facility employees, shall be allowed on the premises of a dispensing facility without a certified patient or designated caregiver registry identification card issued by the appropriate NYS department.

- Upon prior written request, the appropriate NYS department may provide written authorization for other individuals to enter the facility. Such individuals shall obtain a visitor identification badge from a facility employee prior to entering the facility. A dispensing facility employee shall escort and monitor the visitor at all times while the visitor is in the facility. The visitor identification badge shall be visible at all times. The dispensing facility shall require the visitor to return the identification badge upon exiting the facility.

- The dispensing facility shall maintain a visitor log, which shall include the name of the visitor, date, entry time, exit time and purpose of the visit. Should unforeseen circumstance requires the presence of a visitor and make it impractical to obtain prior NYS department approval, the visitor log will be so noted and include the facts upon which the access was granted.

- The visitor log shall be available for inspection and a copy provided to the appropriate NYS department upon request.

10) The dispensing facility will maintain a current, accurate inventory for each lot of medical marijuana product on site with the following information. This required inventory accountability may also be maintained electronically at a central facility location:
- Product name and strength
- Lot number
- Expiration date
- Quantity

11) The dispensing facility will hold any products returned by a patient or their designated care giver in a separate designated location for return to the manufacturing facility and subsequent destruction. The product will be clearly labeled as a patient return and a record of all returned products, their strength, lot number, quantity and reason for its return (if known) will be maintained.
Product returned by patients or caregivers will not be re-dispensed to another patient.
See SOP # 006B (Disposition of Returned Product)

12) The dispensing facility shall maintain a patient specific log of all medical marijuana products with the brand, administration form, lot number(s), dosage and dates dispensed and any product returned by the patient. Copies will be provided to the patient, the patient's designated caregiver or the patient's practitioner upon request.

13) The dispensing facility shall:

- Dispense no more than a thirty (30) day supply of product to a certified patient or their designated caregiver and not until the patient has exhausted all but a seven day supply of any previously dispensed product by the same or any other company dispensing location.

- Ensure that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.

- Ensure all dispense medical marijuana products have not less than 45 days expiry dating when it is dispensed to a certified patient or their designated caregiver.

- Affix to the medical marijuana product package a patient specific dispensing label approved by the appropriate NYS department that is easily readable, firmly affixed and includes:
  i. the name and registry identification number of the certified patient and designated caregiver, if any
  ii. the ordering practitioner's name
  iii. the dispensing facility name, address and phone number
  iv. the dosing and administration instructions
  v. the quantity and date dispensed
  vi. any recommendation or limitation by the practitioner as to the product's use

14) The preceding required documentation, including but not limited to the dispensing facility's current inventory for each lot of medical marijuana product and patient specific dispensing records for each product received, lot number(s), dates dispensed, expiry dating and any returned product shall be monitored electronically for compliance with all NYS requirements.

This monitoring shall include confirmation that the dispensed product is in accordance with the patient's current practitioner certification. The site pharmacist or other facility personnel may NOT dispense any medical marijuana product without electronically obtaining and documenting this confirmation for the correct patient product from the central facility.

15) The dispensing facility shall:

- Place the approved medical marijuana product in a plain outer package when dispensed to the patient or designated caregiver.

- Include with each product package dispensed to a patient, a NYS department approved package safety insert.
  Information provided shall include but not be limited to:
  i. the medical marijuana product name and brand
  ii. a list of any excipients used
  iii. a warning if there is any potential for allergens in the medical marijuana product
  iv. contraindications

v. more specific dosage directions and instructions for administration
vi. warning of adverse effects and/or any potential dangers stemming from the use of medical marijuana
vii. instructions for reporting adverse effects as may be determined by the department
viii. a warning about driving, operation of mechanical equipment, child care or making important decisions while under the influence of medical marihuana
ix. information on tolerance, dependence and withdrawal and substance abuse, how to recognize what may be problematic usage of medical marijuana and obtain appropriate services or treatment
x. advice on how to keep the medical marijuana product secure
xi. language stating that the certified patient or designated caregiver may not distribute any medical marijuana product to anyone else
xii. language stating that unwanted, excess, or contaminated medical marihuana product must be disposed of by one of the following methods:
    a) rendering the approved medical marihuana product non-recoverable in accordance with the department's proper disposal instructions, which are available on the department's Internet web site
    b) disposing of the approved medical marihuana product at a department-recognized drug take-back program located in New York.
xiii. 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."

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION BEST MANAGEMENT PRACTICES	
SOP # 010	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is dedicated to the purity and safety of its products. It is corporate policy to ensure all cultivation operations follow best management practices including good agricultural practice (GAP), good handling practices (GHP), and good cultivation practices (GCP).
Food safety protocols are adopted wherever applicable.

RESPONSIBILITIES:

1) It is the responsibility of the Cultivation Director with oversight by the Chief Executive Officer to adopt and implement best management practices (BMP) including GAP, GHP and GCP.

PROCEDURE:

Adopted best management practices

The company is dedicated to the purity and safety of its products. Best Management Practice, Good Agricultural, Good Handling Practice, and Good Cultivation Practice will be used throughout the cultivation operation. Food safety protocols are adopted wherever applicable. The company has adopted or adapted the use of following publications on BMP/GAP/GHP/GCP:

a. An introduction to on-farm food safety practices, Canadian Federation of Agriculture (http://www.fao.org/prods/gap/database/gap/files/1360_GMP_CANADA.PDF)
b. HACCP principles and application guidelines, National Advisory Committee on Microbiological Criteria for Foods http://www.fda.gov/Food/GuidanceRegulation/HACCP/ucm2006801.htm).
c. Guide to minimize microbial food safety hazards for fresh fruits and vegetables, Center for Food Safety and Applied Nutrition (http://www.fda.gov/downloads/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/ProduceandPlanProducts/UCM169112.pdf)
d. Medical marijuana Cultivation Operations, American Herbal Products Association (http://www.ahpa.org/Portals/0/pdfs/13_1113_Medical marijuana_Cultivation_Recommendations.pdf)
e. A workbook on Greenhouse Gas Mitigation for Agricultural Managers, Government of Alberta, Canada, Agriculture, Food and Rural Development (http://www.fao.org/prods/gap/database/gap/files/1397_GHG_MITIGATION_CANADA.PDF).

Summary of best management practices

1) Soils
    a. Soils will be managed properly.
    b. The company will maintain or improve soil organic matter.
    c. The appropriate application of agrochemicals and fertilizers will be used to prevent soil contamination.

2) Crop production
    a. The Director of Cultivation will select appropriate cultivars or varieties responsive to cultivation practices and patient needs.
    b. Crop sequences will be developed for the optimal use of labor and equipment
    c. Employees will apply fertilizers in a balanced fashion.
    d. Recycling of crop and other organic residues will be implemented whenever possible.

3) Crop protection
    a. The Director of cultivation will use resistant cultivars and maximize biological prevention of pests and diseases.

4) Harvest and on-farm processing and storage
    a. Marijuana shall only be harvested following relevant pre-harvest intervals and withholding periods.
    b. The company will ensure clean and safe handling for processing of products through its quality assurance unit.
    c. All marijuana will be stored under hygienic and appropriate environmental conditions.
    d. Marijuana packaged for transport from cultivation facilities will be in appropriate and clean containers.
    e. Detailed records regarding harvest, storage, and processing will be maintained.

5) Energy and waste management
    a. The Director of Cultivation shall establish input-output plans for energy, nutrients, and agrochemicals to ensure efficient use and safe disposal.
    b. Energy saving practices, buildings, and machinery will be implemented throughout the operations.
    c. The company will recycle organic wastes and inorganic material as allowed by law.
    d. The operation shall minimize non-usable wastes.
    e. All fertilizers and agrochemicals will be securely stored.
    f. The company will maintain records of energy use, storage, and disposal.

6) Human welfare, health and safety
    a. The Director of Cultivation shall manage cultivation practices to achieve an optimum balance between economic, environmental, and social goals.
    b. All employees shall be provided with employment that provides adequate household income and food security.
    c. All employees will be fully trained in the safe and efficient use of chemicals, tools, and machinery.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION CARBON DIOXIDE SYSTEMS	
SOP # 010A	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to cultivating healthy plants that provide the highest quality products for patients. Carbon Dioxide (CO_2) systems may be used in cultivation to improve crop health and increase crop yields.

RESPONSIBILITIES:

1) The Director of Cultivation must maintain any CO_2 systems used in the operation.

2) Each employee is responsible for following all safety protocols established by the Director of Cultivation.

PROCEDURE:

1) Implementing a supplementary CO_2 system can increase yield by 20-40% and is very common in agriculture.

2) Generally CO_2 levels should be about 900 ppm and no more than 1100 ppm.

3) The Director of Cultivation must ensure that all CO_2 sensors are positioned near the center of the crop and not near a CO_2 outlet.

4) The Director of Cultivation must also ensure that there is proper ventilation to provide an exchange of air when using CO_2.

5) The Director of Cultivation must ensure that CO_2 levels are being documented with nutrient levels as a component of the formula.

6) In addition to these responsibilities, the Director of Cultivation is responsible for ensuring that all employees and employees are thoroughly trained on how to identify CO_2 poisoning, for both plants and humans, and how to respond appropriately to both of these situations.

STANDARD OPERATING PROCEDURE

TITLE: CROP AND SUPPLY MANAGEMENT	
SOP # 010B	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is dedicated to the consistent supply of quality marijuana for further processing to marijuana products needed by patients.

RESPONSIBILITIES:

1) It is the responsibility of the Chief Operating Officer to oversee the Director of Cultivation.

2) The Director of Cultivation is responsible for crop and supply management.

PROCEDURE:

Supply estimation

1) The mission of the company is to provide consistent and effective marijuana products to our patients. The Director of Cultivation, in coordination with the Director of Manufacturing and Chief Medical Officer will receive demand estimates from the dispensary operations and determine the next quarter's production supply to meet or exceed the demand.

2) In addition to demand, the dispensary operation will report on strain selection to meet or exceed patient expectations and requests.

3) When implementing cultivation procedures, the Director of Cultivation must consider the impact on consistency, quality, and efficacy.

4) A regular harvest cycle shall be maintained to ensure consistent supply, maximize efficiency, and allow for effective plant management techniques.

5) The Director of Cultivation shall coordinate with the Chief Medical Officer regularly to determine the appropriate level of production anticipating patient needs.

6) The Director of Cultivation must maintain an integrated pest management plan to protect crops from pest related damage and yield reduction including beneficial insect applications.

7) The Director of Cultivation shall develop production schedules that maximize yield and variety in each harvest cycle.

8) The Director of Cultivation shall maintain sufficient records to track, monitor, and make reasonable judgments about the effectiveness of crop management methods implemented.

9) The Director of Cultivation must report the effectiveness of any change in cultivation procedures to the Chief Operating Officer with a detailed analysis of the change in relation to the following items:
    a. Yield;
    b. Efficiency;
    c. Employee safety;
    d. Required training;
    e. Potency;
    f. Cost;
    g. Other test results; and
    h. Feedback from users.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION METHODS	
SOP # 010C	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

The company is committed to providing our patients with the consistent supply of quality medical marijuana for further processing into the products needed by patients.

RESPONSIBILITIES:

1) It is the responsibility of the Chief Operating Officer to oversee the Director of Cultivation.

2) The Director of Cultivation is responsible for crop and supply management. The Director of Cultivation must oversee and appropriately train all Cultivation Specialists to successfully complete all protocols regarding cultivation pursuant to the Bloomfield Industries operational procedures.

3) Cultivation Specialists must superintend all work completed by Maintenance Technicians to ensure each step of the cultivation protocols is accurately and efficiency completed.

4) It is the responsibility of the Director of Security to implement and enforce security policies and procedures throughout the operation.

5) It is the responsibility of the Quality Assurance Unit to oversee the quality control procedures used in cultivation operations.

PROCEDURE:

Propagation of seed

1) A Cultivation Specialists or Maintenance Technician shall implant a female seed from a healthy, uncontaminated mother plant into an organic, fully biodegradable plant starter cube containing appropriate fungi and micronutrients to support the evolutionary health of the crop.

    a. The cube must be allowed to soak in water for an appropriate time before the seed is planted.

    b. Cubes must be stored at the proper specific temperature prior to use in order to provide an environment in which aerobic bacteria may excel.

2) During the propagation process, humidity must be control between 50-80% and temperatures must shall between 80-90 degrees.

3) Immediately place the seeds under direct, constant sunlight for 24 hours per day while the seeds germinate.

4) Allow seeds to germinate for approximately 16-21 days. The Director of Cultivation must determine the appropriate time for each transplant based on his or her experience and discretion.

5) Once the plant begins rooting, a Cultivation Specialists or Maintenance Technician shall begin applying a calcium-based, potassium sulfates organic micronutrient solution in the amount of 300 ppm 62 pH.

    a. The Director or Cultivation or experienced Cultivation Specialists must determine when the crops are ready for nutrients.

    b. The Director of Cultivation must oversee the independent moisture level demanded by each plant.

    c. During the first week of rooting, crops should be feed approximately 3-4 times, based on the Director of Cultivation's discretion.

    d. The Maintenance Technician on duty must oversee that all drip systems and cultivation equipment are properly and efficiently functioning at all times.

Propagation of clones

1) A Cultivation Specialists or Maintenance Technician shall select a salubrious from the top of a healthy mother plant about 5 nodes down with trimming scissors.

2) Trim shoots and fan leaves along the lowest nodes with trimming scissors.

3) Cut approximately ¼" below the lowest node with a razor blade angled at 45 degrees on a sterilized surface.

4) Dip the main stem into a rooting hormone gel, then immediately insert the lowest node into an organic, fully biodegradable plant starter cube containing appropriate fungi and micronutrients to support the evolutionary health of the crop.

    c. The cube must be allowed to soak in water for an appropriate time before the seed is planted.

    d. Cubes must be stored at the proper specific temperature prior to use in order to provide an environment in which aerobic bacteria may excel.

5) During the propagation process, humidity must be control between 50-80% and temperatures must shall between 75-80 degrees.

6) Immediately place the clones under direct, constant supplemental lighting for 24 hours per day while the plants root.

7) Allow clones to root for approximately 14 days. The Director of Cultivation must determine the appropriate time for each transplant based on his or her experience and discretion.

8) Once the plant begins rooting, a Cultivation Specialists or Maintenance Technician shall begin applying a calcium-based, potassium sulfates organic micronutrient solution in the amount of 300 ppm 6.2 pH.

    a. The Director or Cultivation or experienced Cultivation Specialists must determine when the crops are ready for micronutrients.

b. The Director of Cultivation must oversee the independent moisture level demanded by each plant.

c. During the first week of rooting, crops should be feed approximately 3-4 times, based on the Director of Cultivation's discretion.

d. The Maintenance Technician on duty must oversee that all drip systems and cultivation equipment are properly and efficiently functioning at all times.

Vegetation

1) The Director of Cultivation must ensure that each marijuana plant has had the appropriate time allotted to properly root and is prepared for the transition into vegetation.

2) The vegetative department's environment controls shall provide an environment that ranges between 70-80 degrees and 50-70% humidity.

3) Transplant each plant into one-gallon containers to constitute the early vegetation state.

    a. Allow each plant to undergo early vegetative states for 14-21 days. The Director of Cultivation must create a regulatory timeline for each harvest depending on the health and strain of each crop.

    b. The Director of Cultivation must oversee that the proper formulas manufactured for the early vegetation state are applied.

    c. The Cultivation Specialists or Maintenance Technician shall apply an organic, calcium-based, micronutrient rich formula to the soil approximately 5-6 times during this stage (as deemed necessary by the Director of Cultivation) to encourage thicker stalks, stronger stems, and tighter branches.

    d. Plants will be placed under supplemental lighting for 18 hours per day during this stage.

4) Once the plants are consuming approximately 800-1,000 milliliters of liquid each day the plants shall be transplanted into larger, ten-gallon containers for approximately 7-14 days.

    a. The Director of Cultivation must determine the transplant timeline based on strain specific and individual needs of the crop.

    b. Plants will be placed under supplemental lighting for 18 hours per day during this stage.

    c. The Director of Cultivation should develop a regulatory timeline to spray each plant with vitamin rich, organic micronutrient (should be approximately 5 times) during this stage.

5) The Director of Cultivation must ensure the proper climate and ventilation is applied during all vegetation states.

Flower

1) Each crop should be allowed to flower for approximately 50-70 days depending on the strain.

2) Each crop should be fed an organic micronutrient calcium-based formula each day (approximately 1,000-2,000 milliliters) during the first two weeks of the flowering stage.

    a. Plants should be fed an increasing amount of micronutrients from the two-week marker; increasing by approximately 100 milliliters each day, or as the Director of Cultivation sees appropriate.

3) The Director of Cultivation should develop a regulatory timeline to spray and feed each plant with vitamin rich, organic micronutrients and keep each crop's moisture level at the desired level based on specific strain.

4) Plants should be sprayed approximately 10 times in 14 days to ward of pests and encourage healthy growth of mitochondria.

5) After 16 days, the Cultivation Specialists or Maintenance Technician must begin to feed each plant's root system.

6) Plants will be placed under supplemental lighting for 12 hours per day during this stage.

7) The flowering department's environment controls shall provide an environment that ranges between 70-80 degrees and 45-55% humidity.

8) During the final 5 of 7 days prior to harvest, the Cultivation Specialists or Maintenance Technician should apply a flush to the soil.

9) For the final 48 hours prior to harvest, each plant should only be given filtered water.

Harvest/Cure

1) The Director of Cultivation must use his or her discretion to determine when plants should be harvested. General signs and protocols include:

    a. Each Cultivation Specialists and Harvest Technician must check for the development of swelled calyces on each plant.

    b. Each Cultivation Specialists and Harvest Technician must check for the changing in color or development of trichomes.

    c. Once plant has been growing for 42 days, high levels of micronutrients should cease.

2) Once the Director of Cultivation has determined each crop is ready for harvest, each Harvest Technician or Cultivation Specialists must begin the process by removing all leaf matter that are low in trichome value.

3) The Harvest Technician shall hang branches that contain only high value trim upside down, allowing sufficient room between each.

4) Once the Director of Cultivation determines the branches are dry enough for removal, the Harvest Technician must remove all valuable plant matter from the branches to store in a sterilized container until the moisture level is accurate to begin the extraction process.

a. Useable plant matter must be sealed in sterile, airtight containers and put into the proper environment climate for further processing.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION DISEASE MANAGEMENT	
SOP # 010D	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper environment for optimal plant health and environmental safety.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Cultivation to monitor plant health and prevent and treat disease.

2) It is the responsibility of all cultivation agents to report disease identification to the Director of Cultivation.

PROCEDURE:

1) Acceptable methods of disease management include, but are not limited to:

    a. Soil, media, and crop nutrient management practices contained herein.

    b. Sanitation measures to remove disease vectors and habitat for pest organisms.

    c. Cultural practices that enhance crop health, including selection of plant species and varieties with regard to suitability to site-specific conditions and resistance to prevalent pests, weeds, and diseases.

    d. Pest problems may be controlled through mechanical or physical methods including but not limited to:
        i. Augmentation or introduction of predators or parasites of the pest species;
        ii. Development of habitat for natural enemies of pests; and
        iii. Controls such as lures, traps, and repellents.

    e. Disease problems may be controlled through:
        i. Practices which suppress the spread of disease organisms; or
        ii. Application of biological, botanical, or mineral inputs.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION ENVIRONMENTAL CONTROLS	
SOP # 010E	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper environment for optimal plant health and environmental safety.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Cultivation to monitor environmental controls to ensure plant and employee health and safety.

3) It is the responsibility of all cultivation agents to report environmental issues to the Director of Cultivation.

PROCEDURE:

1) Environmental control policy
   The company cultivates marijuana in a controlled environment. Controlled environments:
   a. Mitigate seasonal limitations and provides sanitary operations.
   b. Constrain unintended female pollination.
   c. Allows optimal cultivation conditions and maximization of cannabinoid content.

2) Environmental monitoring
   The Director of Cultivation is responsible for daily monitoring of environmental factors. The closed environment is slightly pressurized. All cultivation areas must be equipped with stand-alone environmental monitoring systems and any abnormal condition must be addressed immediately including, but not limited to:
   a. Temperatures below 67^0(F)
   b. Temperatures above 79^0(F)
   c. Relative humidity below 40% in vegetation and 35% in flowering
   d. Relative humidity above 60% in vegetation and 49% in flowering
   e. Carbon dioxide levels below 900 ppm
   f. Carbon dioxide levels above 1200 ppm
   g. Bulb readings indicating necessary bulb replacement or bulb failure
   h. Water spills

3) Monitoring equipment requirements
   Any environmental monitoring and control equipment installed in the cultivation facility must be approved by the Director, and at a minimum:
   a. Use a type 3 chemical detector capable of detecting carbon monoxide, low oxygen, and explosive environments;

b. Provide twenty-four hour monitoring, text alerts and audible alarms;
c. Contain a supplemental power source that provides twenty-four hours of operation; and
d. Record and store at least thirty days of recordings including:
    i. Light readings;
    ii. Temperature;
    iii. Humidity; and
    iv. Carbon dioxide levels.

4) Cultivation lighting
    a. Use a light meter (PAR or quantum) to test lighting distribution in flowering rooms and make any necessary adjustments. Light readings must be taken weekly.
    b. Each light should read 500 to 1000 micromoles 15" to 18" from the reflector lens.
    c. An average of 700 to 800 across the room is sufficient.
    d. The Director of Cultivation must oversee a monthly rotation schedule of reflector cleaning and bulb replacements.
    e. Failed bulbs and ballasts must be replaced immediately. Employees must wear gloves when handling bulbs.
    f. Protect bulb degradation by following instructions from the manufacturer's manual.
    g. If bulb life experienced is far less than the manufacturer's indication, the Director of Cultivation must inspect airflow and heat buildup conditions surrounding that light.
    h. Keep lamps and reflectors clean. Significant reductions in lighting levels can result from dirty reflectors.

5) HVAC maintenance
    a. Replace or clean all filters monthly.
    b. Keep drainage pipe running on handlers and check for clogs.
    c. Use an air compressor to blow out the AC condenser monthly.
    d. Check daily if the AC unit is cold to the touch when running.
    e. Review schedules and settings on thermostat monthly.
    f. Monitor temperature control exhaust fans for abnormal running times indicating radical microclimate developments.

6) Ventilation and odor control
    a. Cultivation areas should have properly balanced ventilation systems;
    b. All intake fans must be equipped with UV and insect filters maintained in accordance with manufacturer recommendations; and
    c. Dehumidifier equipment must be installed and maintained as necessary.
    d. The Director of Cultivation must ensure the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required.
    e. Odor control equipment must employ activated carbon filtration and be serviced according to manufacturer's recommendations.

7) Recordkeeping
    All environmental control adjustments and maintenance records must be entered in the crop management system and maintain for a period of no less than five years.

STANDARD OPERATING PROCEDURE

TITLE: FERTILIZER AND SOIL/MEDIA MANAGEMENT	
SOP # 010F	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to cultivating healthy plants that provide the highest quality products for patients. Fertilizer and soil and media management practices ensure plant health through the prevention of contamination.

RESPONSIBILITIES:

1) The Director of Cultivation shall ensure a healthy cultivation environment.

2) All cultivation employees are responsible for management of fertilizers and soil and media as directed by the Director of Cultivation.

PROCEDURE:

Media policies

1) The Director of Cultivation shall implement procedures to maintain or improve soil/media organic matter content in a manner that does not contribute to contamination of crops, soil, or water by plant nutrients, pathogenic organisms, heavy metals, or residues of prohibited substances.

2) Soil and media temperatures should be maintained below 95^0F at all times to prevent root rot.

Fertilizer/nutrient policies

3) The Director of Cultivation may implement fertilization methods appropriate for each crop including hand application, ebb and flow systems, and injection systems.

4) Generally, small fertilizer doses should be applied to crops over a determined period of time to avoid over-feeding and burning of the leaves.

5) The Director of Cultivation shall only utilize fertilizers that are rated food or pure quality. Nutrient solutions, compost teas, and other substance mixtures applied to plants must be prepared by the Director of Cultivation or a designated, highly trained employee.

6) Each compost collection must be recorded in the crop management system. Each mixture must be recorded in the system and assigned and labeled with an identification number for application records.

Media selection

7) The Director of Cultivation may utilize any type of media that is safe for cultivation. The Director of Cultivation should consider the following when selecting plant media:
    a. Cleanliness;
    b. Saturation rate;
    c. Uniformity;
    d. Availability; and
    e. Cost and cost of nutrient required.

Media checklist

8) The Director of Cultivation must assign responsibilities for media testing. Charts for determining media texture are available in Figure 8. In addition to the guidelines provided in Figure #, the following steps must be taken when testing media:
    a. Test media prior to each use.
        i. pH = 5.8-6.8
        ii. Temperature = 65°-70°F
        iii. Visually inspect for pests.
    b. Store media tightly sealed and off the ground in a dry location away from cultivation areas.
    c. Utilize traps for monitoring in and around stored media.
    d. The Director of Cultivation must provide media recipes if mixed.
    e. Do not reuse soil or media unless it has been sterilized.
    f. Evaluate soil texturing utilizing the soil triangle found in the cultivation training manual.

Manure application including guano

9) Raw animal manure applied must be composted unless:
    a. It is incorporated into the soil/medium not less than 120 days prior to the harvest of a plant whose flowers has direct contact with the soil/medium surface or soil particles; or
    b. It is incorporated into the soil/medium not less than 90 days prior to the harvest of a plant whose flowers do not have direct contact with the soil surface or soil particles.

10) Composted plant and animal materials may be applied to crops if produced through a process that established an initial C:N ratio of between 25:1 and 40:1; and maintained a temperature of between 131°F and 170°F for 3 days using an in-vessel or static aerated pile system; or maintained a temperature of between 131 °F and 170 °F for 15 days using a windrow composting system, during which period, the materials must be turned a minimum of five times.

11) The Director of Cultivation must ensure an accurate account is maintained for any compost produced by the company in the crop management system.

Fertilizer mixing

12) The Director of Cultivation is responsible for overseeing all fertilizer mixing. It is the policy of the company to follow this checklist when mixing water-soluble fertilizer:
    a. Purchase only greenhouse grade fertilized for maximum purity and solubility.
    b. A dust mask and gloves must be worn to avoid contact with fertilizer concentrates and debris.
    c. All fertilizers must be dissolved individually in hot water before combining.

d. Do not mix fertilizers containing calcium nitrate with fertilizers containing magnesium sulphate or monpotassium phospate in their concentrated form. This will minimize the occurrence of insoluble precipitates.
e. Fill reservoir with water before adding dissolved fertilizer concentration, and stir/mix constantly while mixing.

Fertilizer applications

13) The Director of Cultivation must ensure the proper application of chemical fertilizers:
    a. Apply in accordance with federal, state and local regulations that are applicable to the specific fertilizer, if any.
    b. Use in accordance with all label directions; for example, for application rates, for safe handling, etc. Generally, a 50% reduction in suggested feeding rates can be implemented in ebb and flow systems.
    c. Minimize leaching as much as possible. Avoid allowing water or solutions to overfill pots.
    d. Store chemical fertilizers carefully and according to labels.
    e. For manure- and/or compost-based fertilizers, monitor for undesirable microbial pathogens through periodic testing that follows approved procedures.
    f. For manure- and/or compost-based fertilizers that are produced or openly stored on-site, monitor runoff from composting and storage sites.

Fertilizer/nutrient solution checklist

14) Ensure that only properly trained personnel with appropriate PPE apply crop fertilizers under the direction of the Director of Cultivation.

15) Spray tanks must never be left unattended and must be emptied and stored after each shift.

16) The Director of Cultivation must prepare or oversee the preparation of fertilizer solutions.

17) Mixing areas should be thoroughly cleaned and decontaminated after each mixing operation.

18) Apply fertilizers at a sufficiently early phase in the crop's cycle to allow for an appropriate interval between application and harvest. This practice assures that the fertilizer has fully broken down before the crop is harvested.

19) The Director of Cultivation must document any sources of information on fertilizer half-life determinations in the crop management system.

20) Apply water-soluble foliar fertilizers within twenty-four hours of preparation. Such prompt use may optimize effectiveness of the application and prevent microbial contamination of the solution.

21) Ensure that water used for mixing any soluble fertilizer meets all established criteria for agricultural irrigation water.

22) Aerate and agitate mixtures in accordance with manufacturer instructions. Pumps must be maintained as necessary and replaced every six months.

23) Test all solutions prior to application for pH/TDS/EC prior to each application. Apply fertilizers in a manner that does not contribute to contamination of water.

24) All fans must be turned off for foliar applications and the ambient temperature in the cultivation area maintained between 59-70^{0}F during fertilization operations.

25) Equipment and containers used to hold fertilizer solutions must be cleaned using a triple rinse protocol.

Compost teas and materials

26) Compost teas and compost materials can result in positive coliform results if improperly applied to crops.

27) Cultivation employees who apply compost must be properly trained in safe application to prevent contamination of the plant foliage.

Chemigation systems

28) If chemigation systems are installed in the facility must be professionally maintained in accordance with the manufacturer's recommendations.

29) Back flow prevention devices must be installed on all incoming water sources.

30) The Director of Cultivation is responsible for monitoring and inspecting all equipment to ensure it is in good working order on a regular basis.

31) The Director of Cultivation shall also ensure that any spills are cleaned up immediately, runoff is reduced, and irrigation is adjusted to reflect plant needs.

STANDARD OPERATING PROCEDURE

TITLE: GENERAL CULTIVATION OPERATIONS	
SOP # 010G	EFFECTIVE DATE:
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

The Bloomfield Industries cultivation policies and procedures provide guidelines on the continual operation of a secure marijuana cultivation facility in accordance with state regulations and industry best practices.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Cultivation to oversee all cultivation activities.

2) It is the responsibility of the Director of Security to implement and enforce security policies and procedures throughout the operation.

3) It is the responsibility of the Quality Assurance Unit to oversee the quality control procedures used in cultivation operations.

PROCEDURE:

Guiding principles

1) The company values employee and patient safety above all other operating principles. As a producer of marijuana products, the company and all of our employees and employees are responsible for distributing uncontaminated and safe marijuana products to qualified patients.

2) Managers responsible for development and implementation of policies and procedures must ensure that the safety of our stakeholders is the first concern addressed in every policy and procedure.

3) In addition to our top level commitments to employee and product safety, the company is committed to:
    a. Utilizing federally exempt pesticides only as a final measure.
    b. Basing cultivation decisions on experience and accepted science.
    c. Implementing sustainable cultivation practices whenever possible.

4) The company's policies and procedures must be developed to:
    a. Produce consistent and predictable yields.
    b. Facilitate necessary employee communication in the facility.
    c. Provide valuable operating information and data for management.
    d. Create fully compliant, yet efficient operations.
    e. Provide transparent information on methods and products used in cultivation for patients.
    f. Balance expenses with the necessity and benefits of policies and procedures and regulatory compliance.

Applicable laws and regulations

5) The company's operations are subject to multiple laws and regulations. The Director of Cultivation must ensure that all applicable laws and regulations are followed in the operation. Oversight of the company's cultivation operations is primarily assigned to the Commissioner of Health by Section 3369-a of the Public Health Law and Title 10, Chapter XIII, Part 1004 of the Official Compilation of Codes, Rules and Regulations of the State of New York. In addition, the company's cultivation operations are subject to or have voluntarily adopted the following laws and regulations:
    a. Good Manufacturing Practice, Article 17 of the Agriculture and Markets Law, Part 261, Title 1 of the Official Compilation of Codes, Rules and Regulations of the State of New York.
    b. Integrated Pest Management Program, Article 11 of the Agriculture and Markets Law, Part 148 of the Official Compilation of Codes, Rules and Regulations of the State of New York.
    c. 40 CFR 141.63, Maximum contaminant levels (MCLs) for microbiological contaminants.
    d. OSHA (29 CFR 1928.110), FDA Title 21 CFR 110. See also New York Department of Health rule, NY Environmental Health and Food Protection Subpart 14-1 requirements for sanitary facilities.
    e. Department of Health regulations in PHL §3365(9) and the USDA GAP regarding fertilizer usage, storage, and testing.
    f. NY Public Health Law Section 3365(9) §1004.11.
    g. Good Manufacturing Practices (GMPs) as set forth in 21 CFR 110.37(a) and 110.80(a)(1).
    h. Only sanitizing products, defined in 21 C.F.R. § 178.1010 and registered by the EPA and the Department.
    i. NY Environmental Health and Food Protection Subpart 14-1.
    j. All applicable employment laws in the State of New York.

Policies and procedures

6) The Director of Cultivation must update the cultivation SOPs when Department regulations are added or revised and when industry best practice dictates a revision.
See SOP # Issuance and Operation of a Standard Operating Procedure System

7) Standard Operating Procedures must contain description of practices and procedures required including the frequency with which they will be performed. Written protocols in compliance with these approved SOPs must be developed, implemented, and maintained herein including:
    a. A list of each substance to be used as a production or handling input, indicating its composition, source, location(s) where it will be used, and documentation of commercial availability, as applicable. This list is to be maintained by the Director of Cultivation electronically in the crop management system;
    b. A description of the monitoring practices and procedures to be performed and maintained, including the frequency with which they will be performed, to verify that the plan is effectively implemented; and
    c. A description of the recordkeeping system implemented to comply with the requirements established.

STANDARD OPERATING PROCEDURE

TITLE: GENERAL PLANT CARE	
SOP # 010H	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to cultivating healthy plants that provide the highest quality products for patients. Plant care procedures ensure the prevention of plant disorders that require the use of chemicals or pesticides to treat.

RESPONSIBILITIES:

1) The Director of Cultivation shall ensure a healthy cultivation environment.

2) All cultivation employees are responsible for management of plant health care factors as directed by the Director of Cultivation.

PROCEDURE:

Summary

1) The Director of Cultivation shall be responsible for the implementation and maintenance of all plant care activities including:
    a. Plant selection and genetic diversity.
    b. Environmental control and air quality.
    c. Pest management.
    d. Water application and quality.
    e. Sanitation and hygiene.
    f. Equipment maintenance.
    g. Chemical applications.
    h. Nutritional balance.
    i. Early identification of deficiencies and toxicities.

Plant health care checklist

2) The Plant Health Care Checklist is a guideline for environmental awareness and general operating procedures. The Director of Cultivation shall assign responsibility of tasks, determine frequency, and monitor performance. The items to be monitored include the following items.

3) Facility
    a. Seal cracks immediately to avoid free moisture and light seepage in cultivation areas.
    b. Maintain proper insulation of walls and pipes.

c. Utilize aspiration boxes to secure thermostats, environmental control switches, and other critical controls.
d. Maintain pipes and thermostats annually.

4) Sanitation and hygiene
   a. Every person entering cultivation areas must wear the proper attire including clean clothes or uniforms and closed toe shoes that have not been used in external cultivation facilities.
   b. Employees must wash hands frequently and after every break.
   c. No waste plant material should be left in the open.
   d. No trash should remain in the facility longer than twelve hours. Remove trash after every shift.

5) Environmental control
   a. Ensure doors are closed completely to keep areas sealed.
   b. Each cultivation employee must be trained to adjust temperature and relative humidity levels.
   c. Maintain proper distance between plant canopy and light fixtures.
   d. The Director of Cultivation must develop and maintain a power outage plan.

6) Cultivation areas
   a. Do not overcrowd plants in cultivation areas.
   b. Ensure reflector ducting is well sealed to prevent micro climates.
   c. Keep all cultivation areas free of plant litter, spilled dirt, equipment, etc.
   d. Remove plant materials from pruning operations throughout the day.
   e. Thoroughly disinfect areas weekly and after each harvest.

7) Equipment and tools
   a. Disinfect tools after every shift and every propagation operation and return to their proper place.
   b. Do not reuse rooting hormone, discard according to the label instructions.
   c. Sanitize pots prior to each use.
   d. Hoses must be stored off the floor. Place nozzles upright. Use a ball shutoff valve to prevent spills.
   e. Employees must be properly trained on the use of all tools and equipment.

8) Strain selection
   a. Cultivate disease resistant strains whenever possible.
   b. Dispose of infected plants, do not move them into any clean areas.
   c. Isolate cuttings, seeds, and mother plants away from propagation areas.
   d. Check cuttings daily for rot, discard any cuttings with lesions or low root mass.

9) Plant care
   a. Plant density is crucial to yield. Ensure plants have lateral room for branching.
   e. Ensure plant foliage is dry prior to dark periods.
   f. Irrigate plants as early in the light period as possible and adjust irrigation levels seasonally.
   g. Inspect each cultivation area daily for signs of abiotic and biotic disorders.
   h. Do not reuse media unless proper procedures including sterilization are implemented to prevent contamination.
   i. Ideally, pruning should occur during the second and third week of the vegetative cycle and never in the flowering cycle.

10) Integrated pest management
    a. Early identification of pest infection is crucial. Each cultivation employee must be trained on and responsible for plant inspection and identification.
    b. A variety of acceptable mechanical, physical, and biological controls must be implemented.

Transplanting and media handling

11) The Director of Cultivation is responsible for overseeing all transplants and media handling during transplants.

12) The following items must be taken into considerations for each transplanting activity:
    a. Never transplant plants into dry media, and never transplant a dry rootball into media, no matter how wet the media is.
    b. Gently break up compacted bales of soilless media, or "fluff", prior to transplanting.
    c. Avoid compacting containers or media. Containers should be lightly filled with the excess media brushed off the top. Do not stack containers.
    d. Add water to any peat-based media mixes before filling plug trays or pots. This will help to create more aeration. Allow the media to sit overnight after wetting so the pH can begin to adjust itself into a desired range. Failure to do this can result in low pH environments which can impact yield.
    e. Test the media pH, electrical conductivity and wet ability before use.
    f. When transplanting, place a small amount of the moistened media in the bottom and shape around the sides of the container. Place the plant at a level it was formerly at.
    g. When the plant has been transplanted, gently fill in the sides and any air pockets with media.
    h. The following day, observe and correct any air pockets with moistened media after the second irrigation.

Disease management

13) The Director of Cultivation is required to develop, implement, and maintain management practices to prevent crop pests, weeds, and diseases.

14) Acceptable methods of disease management include, but are not limited to:
    a. Soil, media, and crop nutrient management practices contained herein.
    b. Sanitation measures to remove disease vectors and habitat for pest organisms.
    c. Cultural practices that enhance crop health, including selection of plant species and varieties with regard to suitability to site-specific conditions and resistance to prevalent pests, weeds, and diseases.

15) Pest problems may be controlled through mechanical or physical methods including but not limited to:
    a. Augmentation or introduction of predators or parasites of the pest species;
    b. Development of habitat for natural enemies of pests; and
    c. Controls such as lures, traps, and repellents.

16) Disease problems may be controlled through:
    a. Practices which suppress the spread of disease organisms; or
    b. Application of biological, botanical, or mineral inputs.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION GOOD HANDLING PRACTICE	
SOP # 010 I	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to cultivating healthy plants that provide the highest quality products for patients. Handling activities including harvest, processing, cure, and storage must be implemented so to prevent contamination of marijuana.

RESPONSIBILITIES:

1) The Director of Cultivation shall ensure a healthy cultivation environment.

2) All cultivation employees are responsible for the proper handling of marijuana to prevent contamination.

PROCEDURE:

Policy

1) The Director of Cultivation in coordination with the inventory manager must develop, implement, and maintain handling and storage measures that prevent spoilage, molding and other damage to the crop while preparing it for manufacturing and distribution.

Types of handling, processing, and storage activities

2) Allowed handling, processing, and storage activities include:
   - **a.** Curing,
   - **b.** Drying,
   - **c.** Mixing,
   - **d.** Grinding,
   - **e.** Churning,
   - **f.** Separating,
   - **g.** Extracting,
   - **h.** Freezing,
   - **i.** Packaging, and
   - **j.** Storing in bulk containers.

Processing

3) Policy

a. The Director of Cultivation in coordination with the inventory manager shall develop, implement, and maintain processing practices that protect crops from contamination and maintain the quality of the marijuana.
b. Processing refers to the management of the plant throughout harvesting and trimming activities.

4) Scheduling harvest activities
    a. The Director of Cultivation shall schedule harvests with the inventory manager when the crops are in a condition that will result in a harvest that meets demand and quality requirements.
    b. Factors including the life cycle stage of the plants and measured constituent levels (obtained from pre-harvest testing) should be considered, if applicable.
    c. Harvest operations should take place early in the lighting sequence whenever possible for optimal essential oil preservation.
    d. All marijuana must be processed in a safe and sanitary manner. Processed marijuana plants must be:
        i. Well cured and free of seeds and stems;
        ii. Free of dirt, sand, debris and other foreign matter;
        iii. Free of contamination by mold, rot, other fungus, and bacterial diseases;
        iv. Prepared and handled on food-grade stainless steel tables; and
        v. Packaged in a secure area under surveillance.

Processing practices

5) All processing operations must be performed in limited access areas with full surveillance camera coverage in accordance with security policies and procedures.

6) During processing operations, crops must be protected from:
    a. Moisture during harvest, handling, and storage to minimize growth of yeasts and molds; and
    b. Contact with rodents, insects, and other pests to prevent contamination.

7) During harvest operations crops must be moved to the trim area as soon as possible after harvest to prevent degradation of the crop.

8) Harvest containers must be maintained at levels so that no compacting of harvested marijuana occurs.

Employee training

9) Only trained cultivation employees under the direct supervision of the Director of Cultivation or inventory manager may perform processing operations.

10) The inventory manager or designee is responsible for verifying all processing data including batch numbers, yields, waste weight, etc.

Harvest records

11) The Director of Cultivation, in coordination with the inventory manager, is responsible for the entry of harvest information into the inventory management system and processing information in the crop processing log in the crop management system.

12) All harvesting activities should be completed within the policies and procedures outlined in the inventory policies of the company.

13) Harvest records, at a minimum, must include:
    a. The quantity of the harvest;
    b. Dates of planting and of harvest;
    c. A precise description of the cultivation site;
    d. The life cycle stage of the crop at the time of harvest;
    e. Relevant crop conditions throughout its cultivation; and
    f. Beginning and ending processing weights of each batch.

14) Processing records should be logged in the crop processing log in the crop management system and at a minimum, must include:
    a. The identification of the facility area in which any processing operation was undertaken for each crop including relevant information about pest control plans and cleaning procedures for the area.
    b. A description of equipment used in all processing operations describing the equipment used for each processing operation and information about equipment maintenance. Equipment information must be sufficient to demonstrate the condition of the equipment at each harvest.
    c. Relevant information to identify the water source for processing including logs and procedures must be sufficient to demonstrate the water quality at each harvest.
    d. A list of each employee working in each processing operation. Relevant information about employees including logs and procedures should be sufficient to also describe the steps that are taken to ensure worker safety and hygiene.
    e. Documentation of drying conditions and times; beginning and ending moisture content of each crop; and any additional information relevant to the drying process.
    f. Beginning and ending weights of each crop shall be maintained in the inventory management system.
    g. The inventory records shall reflect the specific identification of plants that were harvested for processing operations; the date of operations; the beginning and ending weights of each harvest; with sufficient detail to allow trace-back of any packaged lot to its specific cultivation history.
    h. The inventory management system must record transfer and transportation records, with sufficient detail to trace distribution of each crop, if necessary, throughout the chain of custody, from the cultivation facility to the patients(s) who receive(s) any portion of the crop.

Batch recordkeeping required

15) The inventory manager must assign a lot/batch number or other identifying code generated by the inventory management control system to each batch harvested.

16) Final batches should not weigh more than twenty pounds for weight trim operations and five pounds for dry trim operations.

17) Batch identification numbers must remain with each harvest throughout processing.

Processing equipment

18) The Director of Cultivation in coordination with the inventory manager shall ensure all equipment used for harvesting, trimming, curing, or storage is made of non-toxic and non-corrosive materials.

19) All equipment must be inspected by an employee to ensure it is in proper working order prior to each use; repairs must be made as necessary.

20) Equipment must be maintained in a clean condition ensuring that all parts that come in direct contact with the crop during processing are clean and free of potential contaminants.

21) Remnants of any prior processing activity must be removed from equipment prior to each use to prevent cross-contamination.

22) Harvest containers may not be used for storing or holding non-harvest materials, such as tools or chemicals. Containers must be cleaned and sanitized prior to use in each harvest.

23) All necessary personnel must be properly trained in the use of processing equipment, especially mechanized equipment.

24) Equipment must be operated in a manner that ensures the safety of the operators and avoids or minimizes damage to the harvested material.

Drying/curing practices

25) The Director of Cultivation in coordination with the inventory manager must determine the ideal time for harvest.

26) The Director of Cultivation is responsible for ensuring a clean and safe pre-harvest environment.

27) Harvesting work space and tools must be sanitized before and after each use.

Post-harvest handling

28) The Director of Cultivation must assign post-harvest responsibilities, including trimming, handling, drying, curing, packaging and storage of finished product.

29) Mold, pests, and saprophytes (fungi) are potential threats during post-harvest handling. The Director of Cultivation must implement steps to mitigate these threats.

Drying/curing policy

30) The Director of Cultivation in coordination with the inventory manager is responsible for implementing and maintaining drying and curing practices that protect crops from contamination and maintain the quality of the marijuana.

Drying/curing practices

31) Drying/curing areas are restricted to the Chief Executive Officer, Director of Cultivation, inventory manager and other staff members authorized in writing by the CEO.

32) All drying/curing operations must be performed in limited access areas with full surveillance camera coverage in accordance with security policies and procedures.

33) Drying/curing areas must be maintained to ensure that there is sufficient ventilation for airborne moisture to escape providing adequate air circulation throughout the drying area and sufficient odor mitigation.

34) Harvested material shall be placed on clean food-grade surfaces or hanging mesh trays that afford adequate air circulation. See SOP # 005E - Drying of Plant Material.

35) If heaters or other sources of artificially generated heat are used in the drying operation, adequate ventilation of the heating equipment shall be provided and only fuels that will not result in hazardous combustion emissions coming into contact with the crop and thereby contaminating the material will be utilized.

36) If using mechanical drying equipment, such as belt, drum, rotary, or oven-tray dryers, all manufacturer instructions and established operating procedures must be followed to ensure that quality of the plant material is maintained.

Packaging, labeling, and storage

37) The Director of Cultivation in coordination with the inventory manager must develop, implement, and maintain packaging, labeling, and storage practices that prevent crop contamination, protect the quality of the marijuana, and properly identify all batches.

38) The Director of Cultivation, in coordination with the inventory manager, must accurately identify and label all marijuana transferred to bulk storage containers.

39) Packaging of bulk marijuana must be in food safe bags or containers approved by the Director of Cultivation. Labeling and packaging must comply with applicable laws and regulations.
40) Storage areas are restricted to the Chief Executive Officer, Director of Cultivation, the inventory manager other staff members authorized in writing by the CEO.

41) The Director of Cultivation must approve and witness the transfer of marijuana from the drying/curing area to storage.

42) Storage areas must have full surveillance camera coverage in accordance with security policies and procedures.

43) Bulk packaged crops are to be stored in cool, dry areas away from direct sunlight and exterior walls and off the ground in containers that protect against excessive exposure to air, light, and moisture.

44) Crops shall not be stored in the same area with any non-crop items (i.e. cleaning supplies, nutrients, etc).

45) The Director of Cultivation shall verify the weights of all harvested crop prior to storage.

Packaging and labeling for transfer

46) Packaging and labeling of bulk stored marijuana for distribution to another location must take place under camera surveillance.
See SOP # 002C - Inventory Control and Allocation of Released Materials

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION INFECTED HANDLER GUIDELINES	
SOP #: 010J	EFFECTIVE DATE: 6/2/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the safety of our products through policies and procedures that prevent the communication of disease through human contact during the manufacturing process.

RESPONSIBILITIES:

It is the responsibility of the Director of Cultivation to ensure that all agents handling marijuana and components do not transmit disease or pathogens due to an illness.

PROCEDURE:

1) The Director of Cultivation shall monitor the health of all employees.

2) In the event the Director of Cultivation believes an agent responsible for the handling of marijuana or components is ill, they shall terminate the employee's shift immediately.

3) If upon return to work, the Director of Cultivation still suspects the employee is ill, he or she must require the employee to obtain a physician's release to return to work in the facility.

4) The Director of Cultivation shall follow the Infected Food Handler Guidelines issued by the Department of Agriculture and Markets (http://www.agriculture.ny.gov/FS/industry/infectedfood.html).

Infected Food Handler Guidelines:

Amebiasis
No person excreting Entamoeba histolytica shall work as a food worker, unless the person is no longer clinically ill; and two fecal specimens collected at intervals not less than 24 hours apart have been examined in an approved laboratory or in the laboratory of the State Department of Health (WCL&R) and no Entamoeba histolytica organisms are found. If the person has been treated with a therapeutic regimen specimens should be taken no sooner than 48 hours after completion of therapy.

Campylobacter jejuni
No person shall engage in the handling of milk, dairy products, or other foods until clinical recovery from Campylobacter jejuni infection. Exclusion of asymtomatic individuals from food handling is indicated only for those with questionable hygienic habits; proper handwashing, and the use of disposable plastic gloves or utensils when preparing or serving foods that will not be subsequently cooked should be stressed.

Cholera
No person shall engage in the handling of milk, dairy products or other foods until clinical recovery from Vibrio cholera infection and until two fecal specimens collected at intervals not less than 24 hours apart have been examined in an approved laboratory or in the WCL&R and no Vibrio cholera organisms are found.

Diarrhea - Undiagnosed
No person shall engage in the handling of milk, dairy products or other foods until recovery from diarrhea or until non-infectious cause has been determined.

Diphtheria
The food worker shall be restricted from the food service establishment until two cultures taken from both the nose and throat or affected sites at intervals of not less than 24 hours apart, and not less than 24 hours after cessation of antimicrobial therapy have been found free from diphtheria bacilli in an approved laboratory or in the WCL&R.

Giardia lamblia
No person shall engage in the handling of milk, dairy products or other foods until clinical recovery from Giardia lamblia infection. Exclusion of asymtomatic individuals from food handling is indicated only for those with questionable hygienic habits; proper handwashing and the use of disposable plastic gloves or utensils when preparing or serving foods that will not be subsequently cooked should be stressed.

Hepatitis A (Infectious Hepatitis; Viral Hepatitis A) (See Table)
Exclusion: No person shall engage in the handling of milk, dairy products or other foods until at least two weeks after the onset of clinical symptoms of Hepatitis A and no sooner than one week after the onset of jaundice.

Immunization of contacts: Hepatitis A virus can be transmitted by food contaminated by excreta from an infected food worker. When a food worker has a diagnosed case of acute Hepatitis A, health officials have the option of recommending immunoglobulin prophylaxis (IG, immune globulin) to patrons and co-workers. Use of disposable plastic gloves and/or utensils to prevent hand contact with foods that will not be subsequently cooked should be emphasized. Such a recommendation must take into account: (1) the potability of transmission of infectious virus; and (2) the probability of successful intervention of transmission wit the use of IG. IgM antibody testing must be done to confirm Hepatitis A infection.

Poliomyelitis
Any case of poliomyelitis should be reported immediately to the New York State Department of Health, Bureau of Communicable Disease Control.

Salmonellosis
No person shall engage in the handling of milk, dairy products or other foods until clinical recovery from Salmonella infection and until two fecal specimens collected not less than 24 hours apart, but not sooner than 48 hours following discontinuance of antimicrobials, have been examined in an approved laboratory or in the WCL&R and no Salmonella organisms are found.

Shigellosis
No person shall engage in the handling of milk, dairy products or other foods until clinical recovery from Shigella infection and until two fecal specimens collected not less than two days after

antimicrobial therapy and at intervals not less than 24 hours apart have been examined in an approved laboratory or in the WCL&R and no Shigella organisms are found.

Staphylococcal Infections - Cutaneous
No person shall engage in the handling of milk, dairy products or other foods until the local health officer determines that the risk of transmitting staphylococcal bacteria has been eliminated. Any lesions involved must be completely healed.

Streptococcal Sore Throat and Streptococcal Skin Infections
No person shall engage in the handling of milk, dairy products or other foods until the local health officer determines that the risk of transmitting streptococcal disease through food has been eliminated as the result of treatment with penicillin or other effective antibiotic and any skin lesions involved have completely healed. Exclusion may be terminated after 48 hours treatment with penicillin or other effective antibiotics.

Tuberculosis
No person shall engage in the handling of milk, dairy products or other foods until two weeks of an approved therapeutic regimen has been completed, and the local health officer determines that the person is no longer at risk of transmitting tuberculosis to others. Tuberculosis is airborne spread, it is not spread through food. These precautions are to protect co-workers and close contacts.

Typhoid
"10 NYCRR 2.28 (b) Typhoid. Until recovery. The patient shall conform to the regulations for the control of typhoid carriers until three successive specimens of feces passed not less than two weeks after the last administration of any antibiotic or chemotherapeutic agent at an interval of not less than five days shall have been examined in an approved laboratory or in the laboratory of the State Department of Health and found to be free from typhoid bacilli; a person who has recovered from typhoid shall not engage in the handling of milk, dairy products or other foods until all secondary or complicating infections incited by the agents of this disease have disappeared and until three successive specimens of feces and urine passed not less than two weeks after the last administration of any antibiotic or other chemotherapeutic agent and at intervals of not less than five days have been examined in an approved laboratory or in the laboratory of the State Department of Health and found to be free from typhoid bacilli. Should the organism of typhoid be present one year after such person has recovered from typhoid, he shall be released from the restrictions for typhoid carriers only with the approval of the State Commissioner of Health."

Vomiting - Undiagnosed
No person shall engage in the handling of milk, dairy products or other foods until clinical recovery from vomiting or until a non-infectious cause has been determined.

Yersinia enterocolitica
No person shall engage in the handling of milk, dairy products or other foods until clinical recovery from Yersinia enterocolitica. Exclusion of asymtomatic individuals from food handling is indicated only for those with questionable hygienic habits; proper handwashing and the use of disposable plastic gloves or utensils when preparing or serving foods that will not be subsequently cooked should be stressed.

MANAGEMENT OF FOOD ESTABLISHMENT
EMPLOYEES WITH DISEASE TRANSMISSIBLE THROUGH FOOD
EMPLOYEE MAY RETURN TO WORK BASED ON

DISEASE	CESSATION OF SYMPTOMS	2 NEGATIVE STOOLS REQUIRED	APPROVAL OF LOCAL HEALTH OFFICER	INITIATION OF ACCEPTABLE THERAPEUTIC REGIMEN	TIME PERIOD SINCE ONSET OF ILLNESS
Amebiasis	X	X	X		
Campylobacter	X				
Cholera	X	X			
Diarrhea	X				
Diphtheria*	X		X		
Giardiasis	X				
Hepatitis A	X				2 Weeks
Polio**	X				
Salmonella	X	X			
Shigella	X	X			
Staphylococcal Disease	X		X		
Streptococcal Disease	X			48 Hours	
Tuberculosis	X		X	2 Weeks	
Typhoid***	X	X (3)	X		
Vomiting	X				
Yersinia	X				

*Negative cultures of throat or affected sites
**Call New York State Bureau of Communicable Disease Control immediately
***3 Stools in acute cases

STANDARD OPERATING PROCEDURE

TITLE: INTEGRATED CULTIVATION PEST MANAGEMENT	
SOP # 010K	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to cultivating healthy plants that provide the highest quality products for patients. Integrated pest management ensures the prevention of pest infestation utilizing natural and organic methods.

RESPONSIBILITIES:

1) The Director of Cultivation shall ensure a healthy cultivation environment.

2) All cultivation employees are responsible for management of plant health care factors as directed by the Director of Cultivation.

PROCEDURE:

Summary

1) The goal of integrated pest management (IPM) is to apply a combination of control methods to prevent, reduce, or maintain pest populations at non-damaging levels. A summary of pest identification, prevention and treatments are explained below.

2) Pesticides should only be used as a last resort.

3) The Director of Cultivation must implement and monitor IPM practices to predict potential levels of crop damage, mitigate risk, and control pests.

4) Early identification of pest infections is crucial. Each cultivation employee must be trained on and responsible for plant inspection and identification.

5) A variety of mechanical, physical, and biological controls must be implemented.

IPM objectives

6) Prevention methods utilized:
   a. Cultural practices such as spacing, pruning, and sanitation can help with pest prevention.
   b. Ensure there are no open cracks in cultivation areas.
   c. Intercropping when growing outdoors.
   d. Maintaining a controlled environment.
   e. Traps should be used at all times.
   f. Pest scouting must be a priority during all other plant maintenance.

7) Suppression methods utilized:
   a. Cultural practices including pruning and immediate removal of diseased plants.
   b. Biological controls.
   c. Low dose natural oils.

8) Eradication methods utilized:
   a. Increase natural oil dose.
   b. Increase biological controls.
   c. Implement pesticide use.

IPM considerations

9) The following items must be considered when developing the IPM program:
   a. Current status of infestation
   b. Regulatory considerations
   c. Public perception
   d. Pest and crop life cycle stage
   e. Location
   f. Size
   g. Density
   h. Potential to spread
   i. Environmental impacts
   j. Previous results of measures
   k. Measurability

Acceptable methods of IPM

10) Pests may be controlled through:
   a. Mechanical or physical controls including but not limited to traps, light, or sound.
   b. Lures and repellents.
   c. Substances to prevent or control pests.

Cross-contamination prohibited

11) The Director of Cultivation may use substances to prevent or control pests provided, that, measures are taken to prevent contact of the organically produced products or ingredients with the substance used.

Management practices

12) The Director of Cultivation may implement any practice allowed by the USDA Organic Standards. Regular IPM practices include, but are not limited to:
   a. Daily monitoring of pest populations;
   b. Removal of pest habitat, food sources, and breeding areas;
   c. Utilization of verified "pest-free" supplies;
   d. Prevention of access to handling facilities;
   e. Management of environmental factors, such as temperature, light, humidity, atmosphere, and air circulation, to prevent pest reproduction;
   f. Disposition of infected crops; and
   g. Evaluation of the cost or prevention in relation to yield and quality improvements.

Recordkeeping

13) When a nonsynthetic or synthetic substance is utilized to prevent or control pests, the crop management system must be updated to reflect the use of such substances and methods of application.

14) The record must include a list of all measures taken to prevent contact of the organically produced products or ingredients with the substance used.

15) The Director of Cultivation must ensure the accuracy of log entries.

Certified applicator license required

16) If pesticides, herbicides, insecticides, or fungicides, whether from natural or synthetic sources, are used on a crop, only cultivation employees trained by a third-party as a Certified Applicator should apply these at the labeled minimum effective rates.

Pesticide regulations

17) Pesticides include rodenticides, insecticides, bacteria/fungi (beneficial), herbicides, arachnicides, miticides, molluscicides, nematocides, growth regulators and others.

18) All pesticide applications must be compliant with:
    a. Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA);
    b. Superfund Amendments Reauthorization Act (SARA);
    c. Community Right to Know Act (EPCRA);
    d. Occupational, Safety and Health Act (OSHA); and
    e. State and local laws.

Label recommendations

19) Application and storage of pest control products must be in accordance with label recommendations and all regulations.

Beneficial biologicals

20) The Director of Cultivation may implement the use of appropriate biological controls including predatory wasps and mites and nematodes, lacewings, ladybugs, pirate bugs, and others for preventative or mitigation purposes.

21) Release of biologicals is most effective between 60^0F and 80^0F while death occurs at 100^0(F) Releases of predatory mites may be localized, en masse, or through row augmentation using edge effect near entries to various rooms.

22) Use of biologicals should be limited to recognized and effective applications.

General IPM checklist

23) Cultivation and monitoring practices.
    a. Quarantine all new plant material entering the cultivation facility for ten days to two weeks.

b. Document pest populations, record outbreaks, treatment methods, and results in the crop management system.
c. Monitor propagation areas daily. Utilize pest monitoring traps. Record and review the quantity of pest and beneficial insects weekly.
d. Do not reuse media including fiber, soil, perlite or hydroton unless it has been sterilized in a procedure implemented by the Director of Cultivation.

24) Facility maintenance practices.
a. Keep cultivation areas clean, dry, and free of algae and other clutter and trash. Remove pots of unwanted media from cultivation areas immediately.
b. Maintain cracks, window and door frames, drain areas, and floor joints with sealant to limit pest movement.
c. Eradicate any weeds or pest habitats surrounding the cultivation facility.
d. Use appropriate traps and baits on a regular basis and replace as needed.
e. Maintain roads near the cultivation facility so they are free of trash and debris that border the road. Irrigate dirt roads to reduce dust and use slow speeds. Overhead irrigation will decrease dust and disrupt the behavior of mite populations.

25) Biologicals and pesticides.
a. Release biologicals in accordance with instructions.
b. To the greatest extent possible, avoid disruption of biological controls when utilizing organic pesticides.
c. Do not apply any chemical substance to the crop in the final three weeks of the flowering cycle.
d. Turn off air circulation and ensure the ambient temperature is between 59 and 77 degrees. Do not apply foliar water immediately after applying pesticides.
e. Adhere to all Restricted Entry Intervals (REI). Place a notice on all points of egress with name of the substance applied and the allowed time of entry.
f. All cultivation employees must receive basic Worker Protection Standard training. Training must include recognizing the signs of pesticide poisoning.
g. Purchase on demand and use pesticides as soon as possible. Avoid unnecessary storage.
h. Store pesticides grouped by type in designated areas separated from water sources, maintenance chemicals, nutrients, or supplies in a dry, well-ventilated area.
i. Dispose of pesticides in accordance with label instructions. Generally, liquid containers must be triple rinsed and punctured before discarding.
j. The Director of Cultivation is authorized to engage necessary services whenever questions about pesticide use or permitting arise.
k. Monitor all IPM treatments and record observations in the crop management system.

STANDARD OPERATING PROCEDURE

TITLE: LICENSED CULTIVATION OPERATIONS	
SOP # 010L	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to maintain in good standing all necessary licenses required to operate.

RESPONSIBILITIES:

It is the responsibility of the Director of Cultivation to ensure that all cultivation facilities are properly licensed for all activities within the unit.

PROCEDURE:

1) The Chief Executive Officer shall maintain all required licenses in good standing.

2) The Director of Cultivation shall not allow any activities to take place in the cultivation unit if they are aware that the license required for that activity is not valid, expired, or on administrative hold.

3) The Director of Cultivation shall ensure current license certificates are on display in a common area.

4) No expansion of facilities or production capacity shall be implemented without proper approval from all regulating agencies.

STANDARD OPERATING PROCEDURE

TITLE: LIMITED ACCESS CULTIVATION AREAS	
SOP # 010M	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to maintain limited access areas with restricted access rights based on security privileges. The safety of our employees and the prevention of marijuana diversion are the company's top priorities.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Security to implement and enforce security policies and procedures throughout the operation.

2) It is the responsibility of the Director of Cultivation to ensure that all limited access areas in cultivation facilities remain monitored by surveillance cameras, secure, and are only accessed by those with appropriate access rights.

PROCEDURE:

1) The Director of Security oversees the security activities of the company.

5) The Director of Cultivation shall be responsible for the implementation and maintenance of all department limited access policies, procedures, and directives.

6) Only employees registered with the Department visibly displaying their registration identification or approved visitors accompanied by a manager level employee may enter limited access areas.

7) All areas of ingress and egress to limited access areas within the cultivation facility shall be clearly identified with a sign no smaller than 12" x 12" which reads, "Access to this area is restricted to persons registered with the Department visibly displaying a registration identification card with appropriate access rights."

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION MONITORING AND RECORDKEEPING	
SOP # 010N	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to maintaining accurate records in accordance with best practice and regulations.

RESPONSIBILITIES:

1) The Director of Cultivation and quality control personnel shall ensure quality control measures are followed in accordance with all policies and procedures.

2) All cultivation employees are responsible for the consistent quality of all marijuana.

PROCEDURE:

1) The Director of Cultivation must monitor the daily operations of the cultivation facility.

2) Any practice or procedure that results in non-compliance, inefficiencies, or sub-standard marijuana products must be revised and the necessary retraining scheduled.

3) The Chief Operating Officer must approve recommended procedural changes and obtain approval from the Department as necessary prior to implementation.

4) Cultivation records must at a minimum:
    a. Fully disclose all activities and transactions of the cultivation operation in sufficient detail as to be readily understood and audited;
    b. Be maintained for no less than 5 years;
    c. Be sufficient to demonstrate compliance with applicable regulations; and
    d. Be made available for inspection and copying during normal business hours by authorized representatives of the business, law enforcement, and the Department.

5) Inventory records must include the quantity of marijuana at the cultivation facility including the number of plants being cultivated on a daily basis as outlined in the company's inventory policies and procedures.

6) Disposal records must include the disposal method used for any marijuana that was cultivated or acquired but not used to manufacture product, including evidence of the disposal of the marijuana in accordance with waste disposal policies and procedures.
   See SOP # 6A - Disposal of Unusable Product

7) The Director of Cultivation may assign data entry tasks to qualified and trained employees. Paper logs maintained by cultivation employees must be retained for sixty months. Required documentation includes:

a. Field history, previous land use records, previous facility use records. Document the date, location, and identity of all materials applied to the land or in the facility for each cultivation facility during the past thirty-six months in order to establish the date of the last application of prohibited materials. Include all fertilizer and pest-management materials applied.

b. Activity logs. All cultivation activities must be recorded in the inventory management system or log maintained in the cloud record system. Activities that must be recorded include, but are not limited to:
   vi. Planting/propagation;
   vii. Material applications including formulas and quantities and notation if manure is applied;
   viii. Pruning;
   ix. Pest monitoring and actions taken;
   x. Harvest records and yields;
   xi. Crop destruction;
   xii. Procedure variances;
   xiii. Storage and transfer records; and
   xiv. Any unusual activities.

c. Compost production records. For in-house composting, record the required information in the crop management system, including materials and quantities added, the estimated C/N ratio of the mixture, date and temperature, and the employee name each time the compost is turned.

d. The identity and source of all propagation material, with sufficient specificity to ensure that the material conforms to all established standards and can be traced to its source. Make such records whether material is obtained from an off-site source or produced on-site.

e. Seed/planting stock records. Document any seed, cuttings, or planting stock used and document its origin. Record any seed treatments, coatings, or inoculants used.

f. All fertilizers used on each agricultural crop and, if applicable, steps taken to monitor manure- or compost-based fertilizers for undesirable microbial pathogens and to monitor water quality from sites where composts are produced or stored.

g. Information about water sources and equipment used in irrigation systems, as well as records of all tests performed to monitor water supplies used in irrigation and any records that establish conformity to applicable irrigation regulations.

h. Steps taken to protect and maintain crops, including, at a minimum, a record of all pesticides, herbicides, insecticides, or fungicides used on each crop.

i. Harvest records. The harvest records of each crop must be recorded in the inventory management system including the harvest date, crop identification, strain name, initial yield, final yield, storage location, and batch identification.

j. Processing records consisting of, at a minimum, the quantity of the harvest; dates of planting and of harvest; processing details, a precise description of the agricultural site; the life-stage of the crop at the time of harvest; and other relevant crop conditions throughout its cultivation.

k. Crop disposition records. Record all crops removed from cultivation and processed as waste as outlined in the inventory and waste SOPs.
See SOP # 6A - Disposal of Unusable Product

l. Transfer records. Any transfer of crops from a production or storage location must be recorded in the inventory management system including date of transfer, responsible employee, second employee verification, batch identification, quantity, receiving location in accordance with the inventory procedures.
See SOP # 002C - Inventory Control and Allocation of Released Materials

m. Equipment maintenance records. Record the date, equipment description, materials used, description of the cleaning or maintenance performed, and the responsible employee in the crop management system.
See SOP # 004 - Equipment Design and Maintenance
See SOP # 004A - Equipment Cleaning Procedures

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION NUTRIENT BALANCE CHECKLIST	
SOP # 010 O	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is Bloomfield Industries policy to ensure all plants are evaluated daily for nutrient imbalances.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Cultivation to document all cultivation procedures.

2) It is the responsibility of all cultivation employees to follow documented procedures and to notify the Director of Cultivation of any necessary variance from documented procedures.

PROCEDURE:

1) Check soil/media ph. Test all new media prior to planting.

2) Conduct plant tissue analysis.

3) Check daily for signs of deficiencies and toxicities:
    a. N – chlorosis (yellowing/discoloration) of new leaf tissue, orange-red discoloration on old leaves, small bud structure. No Green veins and free of lesions.
    b. P – tips of leaves and flowers brown and curl downward. Red/purpling of stem and petioles.
    c. K – older leaf tips burn and curl, petioles and branches redden.
    d. Ca – leaf margins curl with tip back.
    e. S – chlorosis with black outlines on the leaf and small bud structure. Can mimic N deficiency.
    f. B – gray spotting or chlorosis, terminal buds turn brown or gray.
    g. Cl – deficiencies are rare, wilted leaves, bronzing or chlorosis.
    h. Cu – young leaves wilt and die at the tips and margins.
    i. Fe – interveinal chlorosis with bright green veins and stunted plant growth.
    j. Mn – interveinal chlorosis with dull veins, white margins and green halo spotting on young leaves, purple stippling possible, reduced length and number of branches. Toxicity - molted leaves with orange-brown spots.
    k. Mg - interveinal chlorosis (at tips of leaves growing toward the petiole) with bright green veins.
    l. Zn – interveinal chlorosis and green marginal halo around the margin, wavy or wilted leaf margins, fibrous roots, fewer and smaller buds.

4) Maintain results in the crop management system.

5) Perform mitigation measures determined by the Director of Cultivation.

6) General guidelines for leaf tissue nutrient levels are as follows:

Nutrient	Desired	Measure
N	2.0-5.0	%
P	0.2-0.5	%
K	1.0-5.0	%
Mg	0.1-1.0	%
Ca	0.1-1.0	%
S	0.1-0.3	%
Fe	50-250	Ppm
Zn	20-100	Ppm
Mn	20-300	Ppm
Cu	5-20	Ppm
B	10-100	Ppm
Mo	0.1-0.5	Ppm
Cl	0.2-2.0	%
Si	0.2-2.0	%
Na	1.0-10	%
Co	0.2-0.5	Ppm
V	0.2-0.5	Ppm

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION PROCEDURE VARIANCES	
SOP # 010P	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is Bloomfield Industries policy to ensure all cultivation operations are performed in compliance with all documented protocols and procedures.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Cultivation to document all cultivation procedures and cultivation protocols.

2) It is the responsibility of all cultivation employees to follow documented procedures or protocols and to notify the Director of Cultivation of any necessary variances.

DEFINITIONS:

Protocol: Written logbook, schedules, processes and operating practices performed in compliance with an approved Standard Operating Procedure.

Procedure: Currently approved Bloomfield Industries' Standard Operating Procedures

PROCEDURE:

1) The Director of Cultivation shall designate a small process variance team. This team is responsible for assess the impact of any potential variations to an existing department protocol or procedure. This measure is to ensure a thorough decision making process was executed before a change in the current procedure or protocol occurs.

2) The Director of Cultivation must be notified of any variance from published protocols. Variances must be recorded in the Cultivation Department variance log in the crop management system.

3) It is the policy of the company that the team meet and discuss the implementation and assess the impact of any potential change in department protocols before they are authorized by the Director of Cultivation.

4) Necessary variations from established Standard Operating Procedures must be documented by the Director of Cultivation and approved by the Chief Compliance Officer.
Important: Material modifications or revisions to Standard Operating Procedures related to the cultivation, processing, manufacturing, distributing or dispensing policies may not be implemented without prior written approval of the appropriate NYS department.
See SOP # 001 - Issuance and Operation of a Standard Operating Procedure System

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION PROPAGATION	
SOP # 010Q	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is dedicated to the healthy propagation of plant materials to provide quality marijuana for further processing.

RESPONSIBILITIES:

1) It is the responsibility of the Chief Operating Officer to oversee the Director of Cultivation.

2) The Director of Cultivation is responsible for the propagation of all crops.

PROCEDURE:

General

1) All propagation material must be properly identified by genus, species, variety, and chemotype.

2) The Director of Cultivation must ensure that all plants are traceable to origin, and are free of pests and disease. To reduce the occurrence of male plants, which causes seed fertilization, cutting of female (or mother) plants will be the primary method of propagation of the company. Restricting male plants allows the female plants to produce more flowers and cannabinoids.

3) Mother plants will be selected by observing which appear to be the healthiest and strongest plants. In addition, plants expressing a lack of chlorophyll through a yellow coloring will not be considered for propagation.

4) The Director of Cultivation must ensure that the presence of male plants and different species, strains, or different plant parts are monitored and removed if present during the entire production process (propagation, cultivation, harvest, drying and packaging).

Inspection of material

5) The Director of Cultivation must:
    a. Evaluate all propagation material to ensure that it is free of pests and diseases as necessary to guarantee healthy plant growth.
    b. Examine propagation material to make sure that it is free of weeds or other species that are not the species to be cultivated.

Records required

6) Cultivation employees who propagate marijuana plants from seed, cutting, tissue culture, or any other means must keep accurate records to be entered into the inventory management system.

7) Records must accurately identify and record the seeds or vegetative planting stock as to genus and species, and to subspecies, variety, cultivar, and/or hybrid if applicable.

Strain selection

8) The Director of Cultivation in coordination with the Chief Executive Officer and Director of Manufacturing shall determine the mix of strains to be cultivated.

9) The following items should be considered when determining strain selection:
    a. The availability of the strain;
    b. Medicinal benefits;
    c. Other strains currently in production;
    d. Average yield;
    e. Length of cultivation cycle;
    f. Patient demand;
    g. Amount of plant material and quality available for extraction; and
    h. Difficulty of processing.

Clones

10) The company will primarily propagate through taking cuttings, or "clones" from mother plants. Cuttings will be taken from mother plants in the vegetative stage only.

11) The R&D lab may implement tissue culture procedures in coordination with the Director of Cultivation.

12) Employees responsible for cutting and transferring clones must be thoroughly trained on how to assess mother plants as well as cut and transfer clones using methods outlined by the company.

13) Training should include the following items:
    a. Assessing and selecting mother plants;
    b. Preparation for cutting clones;
    c. Procedure for cutting clones, including root hormone applications;
    d. Transplanting clones; and
    e. Clone care, organization, and tracking.

Sanitation

14) It is the company policy to enforce strict sanitation standards throughout all operations including propagation. Young plants are more susceptible to pests and disease and require additional prevention measures.

15) The Director of Cultivation is responsible for ensuring that preparation procedures are followed prior to propagation, and that the workspace involving propagation is sanitized before and after each propagation task.

16) The following checklist shall be used to record propagation sanitation procedures:

Weekly:

a. Cleaning and drying trays;
b. Count thrips and fungus gnat found on traps, and replace traps;
c. Disinfect stakes, clothespins, or any other tool used to support clones; and
d. Replace mop heads.

Daily Clean Up:

a. Vacuum and mop floors;
b. Disinfect all surfaces and work spaces;
c. Disinfect tools and put away;
d. Check fans, lights, heaters, and domes;
e. Transfer logbook information to calendar; and
f. Spray or vent domes if necessary.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION QUALITY ASSURANCE	
SOP # 010R	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to the safety of all personnel and quality of the marijuana it produces.

RESPONSIBILITIES:

1) The Director of Cultivation and quality control personnel shall ensure quality control measures are followed in accordance with all policies and procedures.

2) All cultivation employees are responsible for the consistent quality of all marijuana.

PROCEDURE:

Policy

1) The Director of Cultivation must develop, implement, and maintain sanitation and quality control practices that maintain the safety and quality of crops, including purity and consistency.

Cultivation environment

2) All necessary precautions must be taken during the cultivation and processing of marijuana to prevent contamination of marijuana and packaging materials. These safeguards include, but are not limited to:
    a. Cleaning and sanitizing all equipment, containers, and other contact surfaces as necessary;
    b. Controlling airborne contamination;
    c. Using sanitary handling procedures;
    d. Washing or cleaning containers and packaging components that contain soil or other contaminants;
    e. Using safe water in all operations;
    f. Performing chemical, microbiological, or other testing, as necessary to prevent the use of contaminated ingredients in cultivation and processing operations;
    g. Sterilizing, pasteurizing, freezing, refrigerating, heating, pressurizing, controlling hydrogen-ion concentration (pH), controlling humidity, controlling water activity (aw), or using any other effective means to remove, destroy, or prevent the growth of microorganisms and prevent marijuana product decomposition;

    h. Storing packaging materials, in-process marijuana, and marijuana products appropriately to prevent contamination and adulteration;

i. Preventing cross-contamination and mix-ups between contaminated or adulterated marijuana and clean marijuana; and
j. Using effective measures to protect marijuana products against adulteration by plastic, glass, metal, or other foreign materials when at risk due to processing equipment or materials.

Quality control measures in cultivation operations

3) The Director of Cultivation must establish surveillance schedules for each crop in cultivation. Detailed visual surveillance of each crop must be performed and documented weekly at a minimum. Cultivation employees performing surveillance must look for and record findings for the cultivation area assigned. The following items should be included in surveillance operations:
    a. Signs of pest infestations.
    b. Changes in biological colonies.
    c. Mold and mildew.
    d. Leaf and tip burn, discoloration, and spotting.
    e. Changes in appearance of the media.
    f. Changes in stalk density and branch elasticity.
    g. Regular in-house testing must be scheduled by the Director of Cultivation based on current operational needs and recorded in the crop management system. Tests that must be performed include:
        i. Soil pH
        ii. Nutrient pH, Total Dissolved Solids (TDS), and Electro-Conductivity (EC)
        iii. Soil EC/pH testing using a saturated media extraction (1 part soil to 2 parts water filtered) or the leachate pour-through method
        iv. Water Oxidation Reduction Potential (ORP)

Quality control measures in processing operations

4) The Director of Cultivation must ensure that all crops are evaluated during processing and tested in accordance with these procedures.

5) Cultivation employees working in processing operations must be trained to identify signs of contamination and sub-standard product.

6) The Director of Cultivation must approve the disposal of any crops.

7) Two or more trained employees must perform a visual microscopic and naked-eye inspection of each crop processed to determine:
    a. Organoleptic characteristics (color, texture and odor);
    b. Presentation of the material (raw, cut, crushed, compressed);
    c. The presence of admixtures, foreign matter (sand, glass particles, dirt), mold, or signs of decay;
    d. The presence of insects; and
    e. The presence of foreign material originating from poor or degraded containers.

8) All crops are to be inspected by two or more trained employees for all visible foreign matter and sub-standard material to be removed. Foreign matter includes:
    a. Plant material from other strains/species or from other parts of the harvested strains/species;
    b. Soil and rocks;
    c. Insects; and
    d. Wire, glass, paper, tools or tool parts, and other man-made objects.

9) Sub-standard material includes, for example:
    a. Discolored leaves or flowers;
    b. Evidence of mold; or
    c. Any other material that would cause the crop to fail to meet its specifications as determined by the Chief Executive Officer or Director of Cultivation.

10) The inspection for foreign matter and sub-standard material must be conducted while the crop is sufficiently well displayed on a sanitary surface by two or more employees to allow for sufficient visibility (e.g., on a conveyor, or spread out on tables, screens, or tarps).

11) Damaged and/or degraded plant material must be removed and disposed of with cultivation manager approval and in accordance with waste disposal policies and procedures.

Pest control procedures

12) The cultivation area must be designed, maintained, and monitored to restrict pests, including insects, rodents, and other animals. The Director of Cultivation must ensure that pest management activities comply with GAP and company policies and procedures.

Facility sanitation practices

13) The Director of Cultivation must maintain written procedures assigning responsibility for sanitation and describing in sufficient detail the cleaning schedules, methods, equipment, and materials to be used in cleaning the production area; such written procedures must be followed, and records of cleaning and sanitation must be kept in the crop management system.

14) UV sterilization door strips and dip tanks should be used in critical locations throughout the facility.

15) Frequent hand-washing is necessary in all crop handling activities and must be enforced by the Director of Cultivation. Cultivation employees that do not comply with hand-washing requirements may be terminated.

16) All cultivation employees are responsible for the sanitation of cultivation areas. All critical areas must be clean and free of any contamination risks at the end of each shift.

17) Any mold found in the facility must be addressed by a mold removal expert immediately.

Representative and analytical samples

18) Representative samples sufficient in size shall be taken from each batch (each strain must be tested) by the quality assurance unit.

19) Analytical samples must be taken in accordance with sampling and retention policies.

20) Representative samples removed from cultivation inventory must be properly recorded in the inventory management system.

21) Sample records must accurately reflect the origination of the sample to allow trace-back.

22) Samples must be recorded in the inventory control system with the contents by the plant name and identification; the date of harvest; the identification number; and any other identifying information and stored separately from product inventories in a manner that maintains sample quality and identification.

Waste disposal

23) All marijuana waste from cultivation operations must be disposed of in accordance with waste disposal policies and procedures.
See SOP # 006A - Disposal of Unusable Product

24) All other cultivation waste must be stored and disposed of as to:
    n. Minimize the development of odors;
    o. Minimize the potential for waste to attract, harbor, or become a breeding place for pests;
    p. Protect against contamination of marijuana, contact surfaces, water supplies, and grounds surrounding the facility; and
    q. Control hazardous waste to prevent contamination of marijuana, contact surfaces, water supplies, and grounds surrounding the facility.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION DEPARTMENT SAFETY	
SOP # 010S	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to the safety of all employees. Safety procedures must be followed at all times.

RESPONSIBILITIES:

1) The Director of Cultivation shall ensure a safe cultivation environment.

2) All cultivation employees are responsible for safe operations.

PROCEDURE:

Policy

1) The safety of our employees is the first priority of the company. The Director of Cultivation must identify and mitigate department specific safety considerations.

2) Cultivation facilities have a high risk for electrical hazards, low-toxicity pesticides, and mold contamination.

3) The Director of Cultivation, in coordination with the facilities manager, shall schedule regular infrastructure and equipment maintenance in order to reduce fire risk and other potential hazards.

4) Other than electrical hazards, few exposures in a cultivation facility are expected to cause significant exposure risks.

5) Safety procedures shall develop a culture of safety in the cultivation facility.

6) All cultivation employees must receive department appropriate safety training and comply with all safety practices found herein as a condition of employment.

Emergency preparation

7) The Director of Cultivation must post and maintain an emergency contact list posted throughout the facility.

8) All cultivation employees must be properly trained in department specific Incident Response.

9) Emergency contacts must be posted throughout the facility and include:
    a. Director of Cultivation
    b. Management team members
    c. Fire response
    d. Law enforcement
    e. Poison control
    f. Ambulance
    g. 911- which can also activate the Spill Response Team

Material Safety Data Sheets

10) MSDS sheets for all chemicals used in the cultivation facility must be organized, accessible to all cultivation employees, and placed in multiple locations.

Fire safety

11) Flammable materials must be stored in a fire locker and properly labeled for first responder identification.

12) All areas of egress should be properly signed in accordance with NFPA 704 standards.

13) The facility must comply with all local fire codes. Fire extinguishers must be maintained annually.

14) All cultivation employees must be properly trained in fire prevention and mitigation measures.

Personal Protective Equipment (PPE)

15) The Director of Cultivation must implement and maintain a PPE program. The program must be compliant with OHSA and EPA standards and address:
    a. Hazards present;
    b. Selection, maintenance, and use of PPE;
    c. Training; and
    d. Monitoring.

16) Cultivation employees must be provided appropriate personal protective equipment and training, and must be trained in decontamination procedures.
    a. Upgraded PPE must be immediately provided if any change in facility status results in dangerous exposures to cultivation employees.
    b. Standard PPE required for all cultivation employees includes:
        xv. Accessible eye wash stations with sufficient quantities of potable water.
        xvi. Uniforms with some level of fire resistance.
        xvii. Chemical resistant gloves.
        xviii. Boots with water resistance and slip protection.
        xix. N-95 or P-100 disposable respirators.
        xx. A full-face air purifying respirator with a minimum of a P-100 filter, fitted by a qualified professional, is required for employees with beards or performing substance spray applications.
        xxi. Tyvex coveralls for employees performing substance spray applications.

Chemical spill response

17) All cultivation employees must be appropriately trained on spill response. Every employee is responsible for participating in spill response activities.

18) A fully stocked spill kit must be maintained in the cultivation facilities. Areas with high spill risk should be stocked with a mobile spill kit for immediate mitigation.

19) In the event of a spill, inform the Director of Cultivation immediately. The Director of Cultivation or Chief Executive Officer must notify necessary parties.

20) The Director of Cultivation shall determine the severity of the spill and the toxicity of the chemical and execute the appropriate response.

21) Remove all non-critical employees from the spill area and address any immediate needs.

22) Contain the spill. Use necessary PPE Containment solutions include absorbents and rubber dams.

23) Place necessary notifications at areas of entry to the spill area.

24) Dispose of all hazardous waste in accordance with manufacturer instructions and state and local laws.

25) Decontaminate the spill area in accordance with the MSDS and manufacturer instructions.

26) The Director of Cultivation in coordination with the inventory manager shall develop, implement, and maintain processing practices that protect crops from contamination and maintain the quality of the marijuana.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION SECURITY OPERATIONS	
SOP # 010T	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to maintain a safe and secure working environment. The safety of our employees and the prevention of marijuana diversion are the company's top priorities.

RESPONSIBILITIES:

It is the responsibility of the Director of Cultivation to ensure that all cultivation facilities are safe and secure for agents of the company and marijuana products.

PROCEDURE:

1) The Director of Security oversees the security activities of the company.

2) The Director of Cultivation shall be responsible for the implementation and maintenance of all department security policies, procedures, and directives.

3) All cultivation employees must receive security training and comply with all department specific security measures, as well as, all company security policies and procedures.

4) No marijuana in any stage of cultivation may be visible to other departments or to the public.

5) No signage shall identify the cultivation facility or its operations to other departments or the public.

6) Access to the cultivation facility is restricted to cultivation employees and approved company personnel or visitors in accordance with the policies and procedures outlined in the company's visitor policies.

7) Unannounced visits to the cultivation facility are prohibited except for visits from law enforcement, regulatory agencies or Bloomfield Industries' security personnel.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION SPRAY AND FEEDING PROTOCOLS	
SOP # 010U	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

Bloomfield Industries is committed to cultivating healthy plants that provide the highest quality products for patients. Spray and feeding protocols are required to ensure proper crop applications.

RESPONSIBILITIES:

1) The Director of Cultivation must maintain a current plant spraying and feeding protocol. Each cultivation employee must review the spraying and feed protocols daily.

3) Each employee is responsible for following the established protocol unless otherwise directed by the Director of Cultivation.

PROCEDURE:

1) All crop applications must follow established spraying and feeding protocols established by the Director.

2) Any variance from the published protocol must be recorded in the procedure variance log in the crop management system.
See SOP # 010P – Cultivation Procedure Variances

3) Records of published protocols should be maintained for thirty-six months at a minimum. The protocol must detail for each strain in production:
   c. Product to be applied.
   d. Reason for application.
   e. Method of application.
   f. Frequency of application.
   g. Next scheduled date of application.
   h. Employee responsible for next application.
   i. Status of lights, HVAC, and air circulation during application (i.e. lights on, HVAC off, and fans off).
   j. PPE required for application (i.e. mask required, Tyvex suit optional).
   k. Restrictions preventing application (i.e. do not apply within four hours of any foliar application).
   l. Life Cycle Stage restrictions - (i.e. apply in vegetative state only or may be applied in all stages).
   m. Re-entry intervals.
   n. Posting requirements.

o. Other precautions (i.e. cover medium).

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION WATER QUALITY	
SOP # 010V	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure the proper environment for optimal plant health and environmental safety.

RESPONSIBILITIES:

1) It is the responsibility of the Director of Cultivation to monitor environmental controls to ensure plant and employee health and safety.

2) It is the responsibility of all cultivation agents to report environmental issues to the Director of Cultivation.

PROCEDURE:

Policy

1) The company recognizes the limited water resources that exist. Water conservation is a primary goal of our operations.

2) The Director of Cultivation shall consistently review water resources, quality, and technological advancements in relation to cultivation.

3) The Director of Cultivation, in coordination with the Chief Executive Officer, shall report to the executive management team any opportunities for conservation and efficiencies in the cultivation operations.

4) The Director of Cultivation must ensure that cultivation operations comply with all state and local water regulations applicable.

Water quality requirements

5) Cultivation employees must identify all water used on any marijuana crop in the crop management system including its source (i.e. well, gray water system, water supply company, or other sources) if the water did not originate from the municipal water supply.

6) The Director of Cultivation must test the water source quarterly, after any unusual natural event (flooding), and when PPM/pH readings change significantly. Testing must identify pathogenic microbes that may be present in water supplies (e.g., E-coli and other coliforms), heavy metals, pesticide residues, or other contaminants. Maintain records of all results in the crop management system.

7) All water used in the facility must, at a minimum, meet Human Health Standards for water quality.

Equipment maintenance

8) The Director of Cultivation is responsible for maintenance of hoses, irrigation systems, and other equipment that may contaminate water or marijuana crops.

9) Irrigation systems must be in good working condition to prevent wasting of water and to avoid high soil moisture levels that may contribute to mold and fungal problems.

10) If reverse osmosis (RO) and Ultra-violet light systems (UV) or other water quality systems are utilized, they must be professionally serviced in accordance with manufacturer's recommendations. Filters, and other parts that come in contact with water must be cleaned and replaced as often as needed to prevent contamination. Maintenance activities must be recorded in the crop management system.

Water quality and irrigation checklist

11) All employees must be trained on the proper handling and storage of water with a focus on avoiding contamination.

12) Water and nutrient solutions should not sit in the open environment for longer than four hours. If agitation and aeration pumps are used in holding containers it may sit in the open environment for no longer than twenty fours.

13) Do not drain nutrient solutions into a public drain without confirming with the cultivation manager the disposal is in accordance with applicable laws and regulations and in accordance with the manufacturer's recommendations.

14) Disinfect spray nozzles immediately if they come in contact with a contamination source. Keep hoses away from media and compost. Clean hoses as needed.

15) Plants should be watered in a manner that adequately contains the water to avoid run through. Only highly trained employees should be responsible for irrigation. Marijuana has a low crop coefficient and should typically require approximately 5 gallons per 45 sq ft.

16) If automated irrigation systems or flood tables are used, employees must be trained to mitigate for equipment failure.

17) Group plants by strains for watering efficiency. Maintain water and nutrient solution application information in the crop management system.

18) If municipal water supplies are utilized, the Director of Cultivation must test quality and nutrients levels quarterly and make necessary adjustment to nutrient solutions.

19) Irrigation equipment must be professionally maintained per the manufacturer's recommendations. Any parts that may be a source of contamination must be cleaned and replaced as often as needed.

20) Programmable irrigation equipment should be inspected daily to ensure accuracy of applications.

21) If plants are flooded or root balls remain in high moisture, careful inspection for Pythium induced root rot must be performed regularly.

22) Check for signs of water quality changes daily including:
    a. Build-up of lime scale indicating high calcium and magnesium or sulfate.
    b. Red and black particles and stained fixtures indicating high iron or manganese.
    c. Salty taste indicating increased levels of chloride.
    d. A rotten odor and tarnished copper indicating sulfides.

23) Document all watering activities, including water source, water volume, which plants, and when.

STANDARD OPERATING PROCEDURE

TITLE: CULTIVATION STAFFING AND TRAINING	
SOP # 010W	EFFECTIVE DATE: 6/1/15
WRITTEN BY:	APPROVED BY:

PURPOSE/POLICY:

It is corporate policy to ensure all cultivation operations are fully staffed with qualified and properly trained employees in order to produce high quality marijuana for input into manufactured products.

RESPONSIBILITIES:

1) It is the responsibility of the Chief Executive Officer to oversee the Director of Cultivation and the staffing and training of all company employees.

2) The Director of Cultivation is responsible for the training and oversight of all cultivation employees.

PROCEDURE:

Director of Cultivation Responsibilities

1) The Director of Cultivation must ensure that all cultivation operations are safe for employees, produce safe marijuana for customers, and are in compliance with all applicable the Company policies, industry best standards, laws and regulations.

2) The Director of Cultivation must be familiar with the layout and technical specifications of the facility and equipment and be able to perform and train others to perform all activities necessary in the facility.

3) The Director of Cultivation must be able to identify and appropriately react to all incidents.

4) The Director of Cultivation must complete or assign completion of a daily walk-through log to ensure compliance with policies and regulations.

5) The Chief Executive Officer must ensure the Director of Cultivation is provided with necessary resources for completion of all assigned duties and regulatory compliance including third-party advisory services as necessary.

Staffing

The Director of Cultivation shall hire the necessary staff to ensure the cultivation of quality marijuana in accordance with regulations, BMP, GAP, GHP, and GCP. Staffing estimates will be updated regularly. Generally, for each 5,000 sq. ft. of flowering canopy the operation shall employ:

a. 1 – FTE Propagation Specialist

b. 1 – FTE Vegetative Growth Specialist
c. 1 – FTE Cultivation Specialist
d. 2 – PTE Harvest Technicians
e. 2 – PTE Maintenance Technicians

Employee training required

1) All cultivation employees will receive employee manuals prior to employment. This employee manual provides in-depth training for cultivation policies and procedures.

2) The Director of Cultivation is responsible for ensuring that each employee has received, read, and acknowledged their understanding of the material covered in the employee manual.

3) All cultivation facility employees must be trained by the Director of Cultivation and continually demonstrate a working knowledge of training materials as a condition of employment.

4) All employees are required to have a working knowledge of crop production standards established by the Director of Cultivation for marijuana production.

5) All changes to the cultivation SOPs shall be communicated to all cultivation facility employees and an acknowledgement of understanding must be documented for each employee.

6) The Company is dedicated to training all agents to excel in their position. It is company policy to ensure that all agents receive professional and appropriate training on compliance with state law, the therapeutic use of marijuana, safety, security, incident management, and diversion and theft prevention.

7) No employee may work on-site prior to receiving orientation training or when any required critical training is 8 weeks or more past due.

8) All cultivation employees will receive raining on the cultivation methods and products employed by the company. The Director of Cultivation will ensure that prior to beginning work in the cultivation facility, agents receive full training on:
    a. The methods of cultivation used by the cultivation facility;
    b. The methods of fertilization used by the cultivation facility;
    c. Methods for recognizing the signs of insect infestation, pathogens and disease in marijuana plants and the procedures for eradication and the safe disposal of plants so affected;
    d. The nutritional requirements of marijuana plants at various growth stages, including, without limitation, proper mixing and dispersal of fertilizer, flushing procedures and procedures for postharvest trimming, drying and curing; and
    e. The safe handling of equipment, including, without limitation, high-intensity discharge lamps, electrical ballasts, pumps, fans, cutting implements and other equipment for cultivation.

Third-party training programs

9) The Director of Cultivation with oversight by the Chief Executive Officer shall approve third-party training and certifications for cultivation staff. Training and audit programs authorized for use by management at this time include:
    a. New York Center for Agricultural Medicine & Health (NYCAMH) On-Farm Safety Surveys and Trainings
    b. Cornell University College of Agriculture and Life Science's LEAD New York (for management personnel)
    c. Food Safety Courses provided by an approved course provider. Approved providers are list on the Department of Agriculture and Markets website: http://www.agriculture.ny.gov/FS/FSCourse.html
    d. Food Industry Alliance (FIA) of New York State, Inc. State Food Safety Certification Program
    e. International Food Protection Training Institute: FDA Pest Control in Food Establishments, Plumbing Controls for Commercial Food Establishments, and HACCP trainings

ATTACHMENTS:
SOP 010W Attachment 1 - Cultivation Training Guide

Cultivation Training Guide

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Introduction

Welcome to Bloomfield Industries. It is our goal to produce quality marijuana for patients in New York. The company's cultivation policies and procedures provide guidelines on the continual operation of a secure marijuana cultivation facility in accordance with state regulations and industry best practices.

A designated Director of Cultivation will be responsible for ensuring full compliance with the operational policies and procedures. In addition to procedural compliance, the Director of Cultivation will be responsible for oversight and on the job training of agents, the prevention and management of plant disorders, and will follow a general plant healthcare checklist to ensure a healthy cultivation environment.

All cultivation, processing, and curing practices will be consistent with industry best practice and all required documentation will be maintained in accordance with procedures contained herein. The Director of Cultivation will be responsible for daily cultivation monitoring, and maintenance of cultivation records. These records will be made available for inspection and copying by authorized representatives of the business, law enforcement, and the Department of Health.

Additional provisions regarding sanitation, quality control and related testing practices are detailed throughout this training. Cultivation safety practices are outlined in full, and Division-specific safety considerations will be identified and mitigated by the Director of Cultivation. The executive management team and all agents will work together to ensure that Bloomfield Industries fosters a culture of safety while producing the highest quality product possible.

All company SOPs must be followed. This training guide does not supersede any written policy of the

organization.

1. Culture of safety

Bloomfield Industries values agent and patient safety above all other operating principles. As a producer of marijuana products, Bloomfield Industries and all of our employees are responsible for distributing uncontaminated and safe marijuana products to qualified customers. Managers responsible for development and implementation of policies and procedures must ensure that the safety of our stakeholders is the first concern addressed in every policy and procedure.

2. Guiding principles

In addition to our top level commitments to agent and product safety, Bloomfield Industries is committed to:

- Cultivation methods that do not utilize contaminants harmful to humans or the environment.
- Basing cultivation decisions on experience and accepted science.
- Implementing sustainable and zero waste cultivation practices whenever possible.

Bloomfield Industries policies and procedures will be enforced in order to:

- Produce consistent and predictable yields.
- Facilitate necessary agent communication.
- Provide valuable operating information and data for management.
- Create fully compliant, yet efficient operations.
- Provide transparent information on methods and products used in cultivation for interested parties.

Security

3. Secure facilities

It is the responsibility of all company agents to ensure a safe and secure working environment. Any agent with a security concern must report it immediately to their direct supervisor. Any agent that contributes to an unsafe work environment may be terminated immediately.

- All cultivation agents shall receive security training and comply with all cultivation unit specific security measures, as well as, all company security policies and procedures.
- No marijuana in any stage of cultivation may be visible to other departments or to the public.
- No signage shall identify the cultivation facility or its operations to other unit agents or the public.
- Access to the cultivation facility is restricted to cultivation agents and approved visitors in accordance with the policies and procedures outlined in the company's visitor policies.
- Unannounced visits to the cultivation facility are prohibited except for visits from the Department as allowed in accordance with law and regulation.

4. Limited access areas

All phases of the cultivation of marijuana must take place in designated, locked, limited access areas that are monitored by a surveillance camera system in accordance with video surveillance requirements in the company's security policies and procedures and in accordance with applicable laws and regulations.

- All cultivation facility limited access areas must be maintained by the Director of Cultivation in accordance with all security policies and procedures.
- Only agents registered with the Department visibly displaying their registration identification or approved visitors accompanied by a manager level agent may enter limited access areas.
- The Director of Cultivation shall ensure limited access areas are secure at all times.

Emergency Management

Chemical or Nutrient Spills

1. Azamax/pyGanic/Pristine

In the event of a spill:

Step 1:	Make sure employee has appropriate PPE (gloves, respirator, eye protection closed toe shoes and socks)
Step 2:	Cover spilled liquid with cat litter (*or similar, non-combustible, material).
Step 3:	Let sit for period of half hour.
Step 4:	Sweep cat litter* up, place in trash bag, close and seal bag.
Step 5:	Mop site of spill with warm water.
Step 6:	Use cat litter (or similar material) to cover site of mopping.
Step 7:	Sweep up cat litter* with absorbed mop water, place in contractor bag, zip tie shut so tight and secure.
Step 8:	Place bag in locked and secured container for proper disposal.

DO NOT ALLOW RUN OFF TO ENTER DRAINS OR WATERWAYS!
Do not use combustible materials, such as sawdust!
Do not flush to sewer!
If a leak or spill has not ignited, use water spray to disperse the vapors, to protect Personnel attempting to stop leak, and to flush spills away from exposures!

2. Simple Green, Isopropyl Alcohol and/or Bleach

In the event of a spill:

Step 1:	Make sure employee has appropriate PPE (gloves, closed toe shoes and socks)
Step 2:	Ventilate area of leak or spill
Step 3:	Remove all sources of ignition.
Step 4:	Isolate hazard area. Keep unnecessary and unprotected personnel from entering
Step 5:	Collect liquid in an appropriate container or absorb with an inert material and place in a chemical waste container*.

Fire Protocol

If a fire occurs anywhere on premises, evacuate. Fire controls, both heat and smoke detectors are auto-monitored and will set off audial alarms and strobe lights in each area (3) and auto-dial both the Fire Department and the Owners.

Flood/Sewer Backup

In the event of a water back up or flooding:

Visually inspect the extent of flooding and the cause. If determined to be grey water or sewer back up (bio-hazard), then evacuate building and contact management. Management/owners will contact qualified contractor to remedy the flooding/back up. If flooding is potable water, determine cause and see if it can be shut off manually.

Robbery Protocol

No one is allowed to open the front door, only door in use other than for emergency exit, without qualifying the person visiting. If a visitor cannot be identified on camera, deny them access. If still unsure, contact management to qualify visitors. All visitors must be logged into the visitor's log, wear a Visitor Badge and escorted at all times while on the licensed premises.

In the event of a strong-arm robbery: Cooperate with demands. Notify Authorities and Management once Robber has left premises.

Best Management Practices

5. Holistic crop management practices

Cultivation of safe and effective crops must encompass a wide variety of holistic management practices. The company utilizes an Integrated Crop Management plan utilizing Best Management Practice, Good Agricultural Practice, and Good Handling Practice that ensures healthy crops and yields. All cultivation employees must review and become familiar with the American Herbal Pharmacopeia, Cannabis Inflorescence Guide.

6. Prevention of plant disease and disorders

Abiotic and biotic disorders include infectious microbes such as pest infestations, fungi, bacteria, viruses, nematodes and noninfectious environmental factors. Disorders can be prevented through management of multiple factors to create an optimal cultivation environment. All cultivation agents are responsible for management of plant health care factors as directed by the Director of Cultivation, including:

- Plant selection and genetic diversity.
- Environmental control and air quality.
- Pest management.
- Water application and quality.
- Sanitation and hygiene.
- Equipment maintenance.
- Chemical applications.
- Nutritional balance.
- Early identification of deficiencies and toxicities.

7. Plant Healthcare Checklist

The Director of Cultivation shall ensure a healthy cultivation environment. All cultivation agents must be active participants in the management of cultivation facilities for optimal conditions. The Plant Health Care Checklist is a guideline for environmental awareness and general operating procedures. The general manger shall assign responsibility of tasks, determine frequency, and monitor performance.

Facility

- Seal cracks immediately to avoid free moisture and light seepage in cultivation areas.
- Maintain proper insulation of walls and pipes.
- Utilize aspiration boxes to secure thermostats, environmental control switches, and other critical controls.
- Maintain pipes and thermostats annually.

Sanitation and hygiene

- Every person entering cultivation areas must wear the proper attire including clean clothes or uniforms and closed toe shoes that have not been used in external cultivation facilities.
- Agents must wash hands frequently and after every break.
- No waste plant material may be left in the open.
- No trash should remain in the facility longer than twelve hours. Remove trash after every shift.

Environmental control

- Ensure doors are closed completely to keep areas sealed.
- Each cultivation agent must be trained to adjust temperature and relative humidity levels.
- Maintain proper distance between plant canopy and light fixtures.
- The Director of Cultivation must develop and maintain a power outage plan.

Cultivation areas

- Do not overcrowd plants in cultivation areas.
- Ensure reflector ducting is well sealed to prevent micro climates.
- Keep all cultivation areas free of plant litter, spilled dirt, equipment, etc.
- Remove plant materials from pruning operations throughout the day.
- Thoroughly disinfect areas weekly and after each harvest.

Equipment and tools

- Disinfect tools after every shift and every propagation operation and return to their proper place.
- Do not reuse rooting hormone, discard according to the label instructions.
- Sanitize pots prior to each use.
- Hoses must be stored off the floor. Place nozzles upright. Use a ball shutoff valve to prevent spills.
- Agents must be properly trained on the use of all tools and equipment.

Strain selection

- Cultivate disease resistant strains whenever possible.
- Dispose of infected plants, do not move them into any clean areas.
- Isolate cuttings, seeds, and mother plants away from propagation areas.
- Check cuttings daily for rot, discard any cuttings with lesions or low root mass.

Plant care

- Plant density is crucial to yield. Ensure plants have lateral room for branching.
- Ensure plant foliage is dry prior to dark periods.
- Irrigate plants as early in the light period as possible and adjust irrigation levels seasonally.
- Inspect each cultivation area daily for signs of abiotic and biotic disorders.
- Do not reuse media unless proper procedures including sterilization are implemented to prevent contamination.

Integrated pest management

- Early identification of pest infection is crucial. Each cultivation agent must be trained on and responsible for plant inspection and identification.
- A variety of acceptable mechanical, physical, and biological controls must be implemented by the Director of Cultivation.

Basic Plant Botany and Anatomical Characteristics

8. Types of marijuana

There are four types of marijuana: sativa, indica, ruderalis, and hemp. The company will cultivate sativa, indica, and hybrids of these two types. The sativa gene pool includes hemp fiber and seed landraces from Europe, Central Asia, and Eastern European ruderalis accessions. The indica gene pool originates from Southern Asia, Africa and South America. Generally, sativa plants are known to have narrow-leaflets, while indica plants typically have wide-leaflets.

9. Flowering cycles

Some selections of marijuana are day-neutral, also known as "auto-flowering". These varieties will flower under any day-length, whereas most varieties are short-day-length plants (needing a long, usually greater-than or equal to 14 hours (h), dark period) and shift from vegetative to reproductive (flowering) growth upon exposure to short day-length conditions.

10. Cannabis gender
Morphological characteristics of marijuana staminate (male) plants tend to be taller but less robust than pistallate (female) plants. Female plants produce the marijuana flower, while male plants produce the seeds.

11. Microscopic identification
The primary source of cannabinoids in cannabis is the upper leaves of female flower heads, as well as the female flower bracts. The cannabinoids are enclosed in tiny glandular trichomes that exist in a variety of forms: sessile glands (trichomes without a stalk); small bulbous glandular trichomes with one-celled stalks; and long, multicellular-stalked glandular trichomes mainly present on bracts and bracteoles surrounding female flowers.

12. Macroscopic identification
The variety of color, shape, size, and other morphological characteristics of marijuana are influenced by environmental conditions, including light, water, nutrients, method of cultivation, harvesting and curing.

13. Lighting
Cannabis requires different levels of light throughout the stages of cultivation.

- During the flowering stage, marijuana requires higher levels (approximately 24-30 moles) of light photos per day.
- Lower levels of light are acceptable for vegetative and propagation cycles. The growth rate of marijuana can be controlled by manipulating the distance of light from the plant canopy.
- It is the responsibility of the Director of Cultivation to monitor lighting levels and distance from the canopy. Adjustments to lighting levels and distance from the canopy should be made when imperfect conditions are observed.

Constituents of Cannabis

More than 750 different secondary metabolites have been identified in marijuana. The large diversity of marijuana constituents, most notably cannabinoids, include secondary metabolites that are categorized into different classes of marijuana constituents. These categories include terpenoids, non-cannabinoid phenols, nitrogenous compounds, and other more common plant compounds.

14. Cannabinoids
Cannabinoids are the most well-known and studied chemical constituents of marijuana and are generally accepted as the main medicinal ingredients of marijuana. The most commonly known cannabinoid is tetrahydrocannabinol (THC), which is also the compound that is largely responsible for the psychoactive effects of consuming marijuana. Already more than 70 different cannabinoids have been identified and the biological effects of these compounds are quite different than THC, as they do not have psychoactive potential. The cannabinoid profile is influenced most by the sex, genotype and maturity of a plant, followed by environmental conditions including light intensity, light cycle and temperature. The following list includes medicinal benefits of commonly found cannabinoids:

- Tetrahydrocannabinol (THC) - antispasmodic, psychoactive, analgesic
- Cannabichromene (CBC) - anti-inflammatory, antimicrobial, vasoconstriction
- Cannabidiol (CBD) - anti-diabetic, antiepileptic, anxiolytic
- Cannabidiolic acid (CBDA) - anti-inflammatory, intestinal anti-prokinetic, antiproliferative
- Cannabidivarin (CBDV) - bone-stimulant, non-psychoactive
- Cannabigerol (CBG) - anti-bacterial, bone stimulant, antiproliferative

- Cannabinol (CBN) - mildly psychoactive, antispasmodic, anti-insomnia
- (Source: CannLabs, http://www.cannlabs.com/the-science/cannabinoids/, Accessed: July 3, 2014.)

15. Cannabinoids

Cannabinoids occur mainly in a carboxylated form where the compounds maintain an acid tail, or "coating", and are devoid of psychoactive effects. In fresh, unheated plant material, virtually no non-carboxylated cannabinoids exist. Cannabinoids will begin to lose their acid coating when exposed to heat, light, or combustion. Heating for 5 minutes at 200-210˚C has been reported to be effective for conversion of carboxylated cannabinoids into non-carboylated cannabinoids.

16. Major Cannabinoids

The following are cannabinoids that occur more frequently in marijuana:

- Tetrahydrocannabinol (THC)
- Tetrahydrocannabivarian (THCV)
- Cannabidiol (CBD)
- Cannabigerol (CBG)

17. Minor Cannabinoids

The following are cannabinoids that occur less frequently in marijuana:

- Cannabielsoin (CBE)
- Cannabitriol (CBT)
- Cannabichromene (CBC)

18. Terpenoids

Terpenoids are primarily responsible for the aroma and flavor of marijuana. Distinct aromas and flavors correspond to certain varieties and strains of marijuana, though this may vary between different batches of the same seed source.

19. Monoterpenoids

Monoterpenoids generally comprise 47.9% to 92.48% of the volatile oil extracted from fresh plant material. Monoterpenoids are volatile compounds that degrade during the drying and curing of marijuana. While there is a potential for these compounds to act as pro-drugs of pre-cannabinoids, the biological profile is currently unknown and has yet to be successfully tested.

20. Sesquiterpenoids

Sesquiterpenoids generally comprise 6.84% to 47.5% of the oil extracted from fresh plant material. The levels of sesquiterpenoids generally increase after drying and curing due to the decrease in levels of the more volatile monoterpenoids.

21. Flavonoids

There are currently more than 29 flavonoids that have been identified in marijuana, and two classes of flavonoids: flavones and flavonols. Research of flavonoids from other medicinal plants suggests many potential uses, though it is unknown if these uses have clinical relevance to marijuana.

22. Trichromes

Cannabinoids, terpenoids, alkanes, and other compounds are produced inside the glandular trichromes.

Basic Plant Nutrient Information

23. Primary non-mineral nutrients

Primary non-mineral nutrients include carbon, hydrogen, and oxygen. These are primarily delivered to plants through air and water. These nutrients are crucial to all plant life.

- Carbon is taken up by plants as CO2. Carbon impacts structural components of the plant.
- Hydrogen and oxygen are delivered to the plant through air and water. Hydrogen impacts the plant cell membranes maintenance of electrical charge and oxygen is essential for respiration and nutrient uptake.

24. Primary mineral nutrients

Primary nutrients are delivered to plants through soil. Base media for hydroponic systems and soilless systems are nutrient neutral. Nutrients are added to plants through soil amendments, nutrients, and other supplements including carbon dioxide generation.

- Nitrogen (N) is an essential element of multiple essential plant compounds and is crucial to photosynthesis. Excess N can increase susceptibility to insects and disease. Common methods for introducing nitrogen include worm castings, compost, blood meal, fish emulsion, and guano. The Director of Cultivation must ensure the safe application of any of these materials.
- Phosphorous (P) impacts most plant functions and stimulates blooming, early plant growth, and decreases length of plant cycles. Deficiencies can delay flowering and increase potential for fungi and can occur in plant media that is wet and cold.
- Potassium (K) is crucial to most metabolic processes. Potassium impacts stalk and stem health and root growth. Deficiencies reduce bud density.

25. Secondary nutrients

- Calcium (Ca) enhances plant elasticity. A deficiency cause stunted growth and brittleness and increased risk of disease.
- Magnesium (Mg) regulates plant uptake of essential elements and aids carbohydrate metabolism. Mg impacts plant oils and crystal production.
- Sulfur (S) is an essential component in development of oils and aromatic compounds (terpenes).
- Boron (B) impacts cell wall formation and aides in metabolism of other nutrients and fat.
- Chloride (Cl) is involved in photosynthesis and oxygen production.
- Copper (Cu) improves the color and flavor of plant fruits. Deficiencies can cause weak stems.
- Iron (Fe) functions with S to form compounds and catalyze other plant functions.
- Manganese (Mn) is essential in chlorophyll synthesis. Plays a role in CBD synthesis.
- Molybdenum (Mo) is essential to plant growth at very low levels.
- Zinc (Zn) is a critical enzyme activator. Zinc deficiencies are extremely problematic in marijuana plants.
- Sodium (Na) improves nitrogen metabolism and assists in osmotic balance in plants.
- Cobalt (Co) is involved in plant DNA formation.
- Nickel (Ni) functions with iron and impacts nitrogen uptake.
- Silicon (Si) is a component of cell walls and enhances resistance to disease.

26. Common nutrient deficiencies

- Mobile nutrients. Mobile nutrients are transferred by the plant to young tissue in order to extend the life of a stressed plant. Mobile nutrients include: Nitrogen (N), Phosphorous (P), Potassium (K), Magnesium (Mg), Zinc (Zn), and Molybdenum (Mo). Symptoms of mobile nutrient deficiencies typically appear on the bottom (older) leaves.

- Immobile nutrients. Symptoms of deficiencies from immobile nutrients typically appear in young leaves at the top of a plant. Less mobile nutrients include Manganese (Mn), Boron (B), Calcium (Ca), Sulfur (S), Iron (Fe), and Copper (Cu).
- The most common marijuana deficiencies are N, P, K, Ca, Mg, and S.

27. Nutrient toxicity

Toxicity will often appear like deficiencies. The most typical toxicities include Mn, S, and Cu.

28. Nutrient balance checklist

- Check soil/media ph. Test all new media prior to planting.
- Conduct plant tissue analysis.
- Check daily for signs of deficiencies and toxicities:
    1. N – chlorosis (yellowing/discoloration) of new leaf tissue, orange-red discoloration on old leaves, small bud structure. No Green veins and free of lesions.
    2. P – tips of leaves and flowers brown and curl downward. Red/purpling of stem and petioles.
    3. K – older leaf tips burn and curl, petioles and branches redden.
    4. Ca – leaf margins curl with tip back.
    5. S – chlorosis with black outlines on the leaf and small bud structure. Can mimic N deficiency.
    6. B – gray spotting or chlorosis, terminal buds turn brown or gray.
    7. Cl – deficiencies are rare, wilted leaves, bronzing or chlorosis.
    8. Cu – young leaves wilt and die at the tips and margins.
- Fe – interveinal chlorosis with bright green veins and stunted plant growth.
    1. Mn – interveinal chlorosis with dull veins, white margins and green halo spotting on young leaves, purple stippling possible, reduced length and number of branches. Toxicity - molted leaves with orange-brown spots.
    2. Mg - interveinal chlorosis (at tips of leaves growing toward the petiole) with bright green veins.
    3. Zn – interveinal chlorosis and green marginal halo around the margin, wavy or wilted leaf margins, fibrous roots, fewer and smaller buds.
- Maintain results in the crop management system.
- Perform mitigation measures determined by the Director of Cultivation.

29. General guidelines for leaf tissue nutrient levels

Nutrient	Desired	Measure
N	2.0-5.0	%
P	0.2-0.5	%
K	1.0-5.0	%
Mg	0.1-1.0	%
Ca	0.1-1.0	%
S	0.1-0.3	%
Fe	50-250	Ppm
Zn	20-100	Ppm
Mn	20-300	Ppm
Cu	5-20	Ppm
B	10-100	Ppm
Mo	0.1-0.5	Ppm
Cl	0.2-2.0	%

Si	0.2-2.0	%
Na	1.0-10	%
Co	0.2-0.5	Ppm
V	0.2-0.5	Ppm

Common Plant Disorders

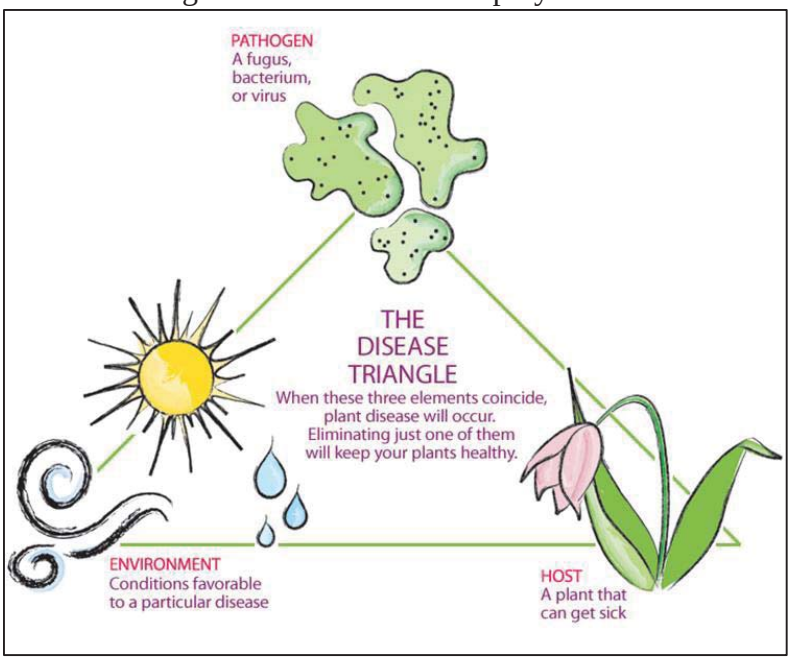
30. Biotic disorders

Biotic disorders are treated as outlined in the Integrated Pest Management plan. Common disorders include:

- Two-spotted Spider Mite.
    1. The Two-Spotted Spider Mite is a serious pest, causing deceased plant vigor, bud size, and yield.
    2. Damage by the Two-Spotted Spider Mite does result in a general loss of color or bronzing due to feeding damage. They can cause death if left unchecked.
    3. Outbreaks usually are associated with insecticides, used to control other insect pests, which also destroy the predators that feed on the Two-Spotted Spider Mite.
    4. Feeding damage can occur without visible symptoms until large populations build up. The Two-Spotted Spider Mite lives on the undersides of the leaf and feeds from it.
    5. Two-spotted Spider Mites are small, approximately 1/60- inch, and develop two dark blotches, one on either sides of the abdomen. They are yellow to pale green in color with two tiny red eyespots.
    6. During cool weather, the Two-Spotted Spider Mite will turn reddish orange, resembling a predatory mite, and remain inactive.
    7. The Two-Spotted Spider Mite has a wide host range and can easily be wind (fan) transported.
    8. Plants can tolerate up to 10 mites per leaflet up to harvest, but should be treated immediately upon discovery.
    9. After harvest, the plants can only tolerate less than five mites per leaflet.
    10. The critical period is three to four weeks prior to harvest, therefore weekly mite brushing sampling should be performed through harvest.
    11. Insecticides are not effective on mite populations.
- Other common biotic pest disorders.
    1. Russet mite
    2. Thrips
    3. Aphids
    4. Whiteflies
    5. Nematodes
    6. Flea beetles
    7. Fungus gnats
    8. Millipedes
    9. Borers
    10. Budworms / Bollworms
    11. Cutworms / Armyworms
    12. Slugs
- Fungi and bacteria.
    1. Gray mold (Botrytis cinerea)
    2. Powdery mildew
    3. Hemp canker
- Other common marijuana disorders.
    1. Genetic sterility
    2. Leaf spots and disease
    3. Nutritional diseases
    4. Blight and wilt
    5. Root rot
    6. Nematode infestation

Crop Pest, Weed, and Disease Management

The Director of Cultivation is required to develop, implement, and maintain management practices to prevent crop pests, weeds, and diseases. The figure illustrates the disease triangle, which shall be a fundamental training tool for cultivation employees.



Integrated Pest Management (IPM)

- The goal of integrated pest management (IPM) is to apply a combination of control methods to prevent, reduce, or maintain pest populations at non-damaging levels.
- Pesticides should only be used as a last resort.
- The Director of Cultivation must implement and monitor IPM practices to predict potential levels of crop damage, mitigate risk, and control pests.
- Early identification of pest infections is crucial. Each cultivation employee must be trained on and responsible for plant inspection and identification. A variety of mechanical, physical, and biological controls must be implemented.

The following information is a guide to typical pests and disease found in cultivation operations.

Identification

All aphids are small pear-shaped insects that can range in many different colors depending on the species. Most aphids have two points extruding out the rear of their bodies and antenna. These two points are called cornicles and are used to release a defensive liquid. The two points are the most unique trait about aphids since there are not many insects with similar features. They also have long thin legs. The body is broken up into a few main parts: antenna, thorax, abdomen, cornicle, and cauda. There are different sizes, types, and variations of aphids but all can be differentiated by using a hand lens or microscope. Most aphids are wingless but there are few winged species. There is a large variety of species with different sizes and colors but they all have the pear body and thin legs.

Biology

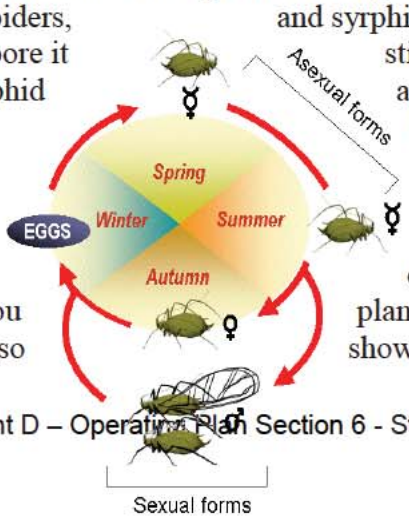
Aphids reproduce very rapidly under optimal climate conditions but reproduce constantly. They reproduce asexually and so there is no pupal stage. The baby aphids develop inside the female parent until they are ready to be born. Populations increase rapidly since the parent is pregnant most its life and there is no hatching process since it does not lay eggs. Aphids can give birth up to twelve offspring or nymphs per day or eighty per week. In warm conditions they reproduce faster and can go from a nymphal stage to a reproducing adult in about seven days. Once you see an adult aphid it has probably given birth at least once. The nymphs molt four times before becoming full adults. Aphids cause the most damage when the temperature is about 65-80ºF but once a population gets started the increase in population must be attended to immediately.

Damage

Most aphids cause curling and yellowing of the leaves but there is variations of damage done by different species. Both nymphs and adults feed on the plant material which interrupts the balance of growth hormones. The aphids puncture a phloem vessel and the pressure inside pushes the food into the aphids mouth. They can also feed on xylem sap but it is deluded and is not pressurized. The aphids also produce sticky honeydew which is found on leaves and can grow mold. Certain species of aphids can inject a toxic compound into the plant causing tissue distortion. This distortion is known as a gall and can look like an unusual swelling of the tissue. Aphids are also known to be vectors to some viruses for specific plants. Green peach aphids are vectors to over a hundred viruses.

Biological Controls

Since aphid colonies are usually in high population number actions must be taken quickly and drastically. Parasitic wasps are the most important since they lay eggs inside the aphids which kills them. The only problem with parasitic wasps is that as the temperature warms the regeneration time slows for the wasp but increases for aphids. Other predators that can be used for aphids are lacewings, lady beetles, crab spiders, and syrphid flies. Beneficial fungus can be used so that when an aphid rubs on a spore it sticks to them and germinates. It then breaks through the skin of the aphid and kills it in about three days. Once the fungus fully kills the aphid it then releases more spores repeating the process. Heat can also help by eliminating the bacteria that makes aphids infertile.



Other Management Strategies

Cultural control practices can help by checking your surrounding are before you plant while maintaining a clean environment. Aluminum foil mulches have also showed positive results from aphid transmitted viruses.

Identification

Powdery Mildew

The first signs of powdery mildew are small spots located on the tops of the leaves. Once the spotting is discovered, the mildew has been present in the plant for at least a week. It most commonly first appears on the tops of leaves. However, mildew can be found on any part of the foliage including the stem.

Downy Mildew

Downy mildew presents as a greyish color on the underside of the leaf. The top of the leaf will have a yellowish white color in a spotted pattern.

Grey Mold (Botrytis)

Grey mold is typically found when humidity is consistently above 50%. It has a greyish color that can become slimy as it progresses. It most commonly attacks the bud. The grey can also turn a dark brownish color in some cases. Botrytis can also be transmitted via seed. There are two forms of grey mold. One is very dark brown or black which is called a sclerotia. The sclerotia is a multi-celled version of the fungis but there is also a single-cell thick dark version called chlamydospores.

Biology

The fungus can produce 60,000 or more spores on a piece of plant tissue the size of your small fingernail. Spores can travel by wind or also in water. Spores can be produced in less than 48 hours.

Identification

Two Spotted Spider Mite (Tetranychus urticae)

Spider mites can be found on a variety of plants. Reddish green markings on the stem or leafs can be a possible indication of spider mites. Other indicators include webbing under leafs or stippling. Inspection requires a hand lens or microscope for proper examination to identify on the underside of the leaflet for a clear or cream colored tiny oval about .14 mm. The spider mite starts as a clear form and then gains a cream color. Larva have three pairs of legs with red eyes. The first signs of pigment do not begin until they start to feed, which gives their bodies a green color and their red eyes also darken. As spider mites proceed in their lifecycle, they will develop black spots on the back mid area. These black spots can help identify the mites status in the lifecycle and determine its species when paired with the red eyes. Once the mite has developed into a protonymph it will have four pairs of legs and are larger with darker color. Even though there are discrepancies between the two; both sexes have two black spots on their back.

Russet Mites (Aculops lycopersici)

Russet mites have the same lifecycle as the spider mite, which is an incomplete metamorphosis. A major difference between the two stages is the fact that the russet mite has only two legs its entire life. The russet mite is so small that it does not have any eyes, heart, respiratory tubes, or circulatory system. They have tiny jagged mouthparts for piercing and sucking. They also lay their eggs in colonies; the egg size is about .005mm compared to spider mites .14mm egg. Eggs are usually found on leaf surfaces, veins, or hairs. Russet mites are usually found at the bottom of the plant but do not create webs.

Biology

Two Spotted Spider Mite (Tetranychus urticae)

Tetranychus urticae have piercing sucking mouth parts that are used to pierce and suck the foliage, resulting from a clear to green body. The life cycle of the two spotted spider mite consists of five developmental stages. First starts as an egg and then emerges as a larva and is on its way to be a protonymph. The larva has three pairs of legs and is usually clear with two dark red eyes. Once the larva starts to feed it will develop color and then it develop into a protonymph. During these two stages the mite tends to have an active period and a resting period. The active period occurs before molting in a resting stage. As the mite molts it becomes a deutonymph. The deutonymph stage reveals the sex. As it reaches adulthood there are different characteristic traits for each sex. Female adults have an oval body but can range in color from orange, yellow, green, red, or brown. Males are smaller and more active with a slender pointed body that also ranges in color from yellow, orange, and brown. The two spotted spider mite prefers hot dry weather of mostly summer months. Females will hibernate in the ground, bark, trees, or shrubs if trying to survive the winter. The total egg to egg ratio at 15°C is 36.4 and 7.3 at 30°(C) The adult female can lay several hundreds of eggs and live about two to four weeks. If living in optimal conditions, the spider mite can complete a full development cycle in five to twenty days.

Russet Mites (Aculops lycopersici)

Russet mites have the same five stages of a life cycle; egg stage, larva stage, two nymphal stages, and an adult stage. The russet mite has only two legs through the entire lifecycle. Optimal climate is 30% humidity and 27°C for a russet mite. The total time it takes for development from egg is one to two weeks depending on the climate conditions.

Damage

Spider mite damage is caused by the tiny piercing sucking mouthpart that punctures into an individual cell and sucks out the inside leaving a white/yellow mark on the leaf. When a plant is infested with spider mites,

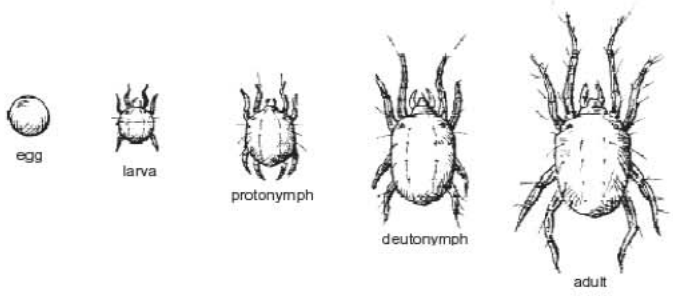
the entire plant will look a yellowish color. A plant's yield will reduce from mite feedings and may potentially die. Mites can also transfer viruses since they feed on other plants. Russet mites also pierce and suck out the nutrients out of the cells similar to the spider mite but the color after is a bronze shaded. The infected part of the plant will become brown and fragile and can even snap. Warm temperatures can affect the damage spots by drying them out faster which speeds up the damage process.

Biological Controls

The predatory mite, Phytoseiulus persimilis, is recommended for treatment of pacific spider mite and two spotted spider mite. This small orange spider is similar in size compared to the two spotted spider mite adult but eats about a dozen spider mites eggs per day. This predatory spider is mostly used in greenhouses and low crops since they are best suited for warm humid climates. Another predatory mite is the Amblyseius californicus which is also beneficial in eliminating spider mite colonies. Population growth in A californicus is better in warm dry conditions compared to the P persimilis. Temperature change has an impact on T. urticae egg population which directly affects the P persimilis since they need more than just pollen to survive. Therefore, the P persimilis is better in larger populations, since they can only feed on spider mites. Russet mites also have biological controls including predatory mites, soaps, and oils that can be used to treat your problem.

Other Management Strategies

Pesticides are available to treat spider mites, but they are not as effective. There are very few quality pesticides for this application since they do not attack the eggs requiring regularly scheduled spays to ensure new batches of larva are eliminated.



Identification

Western flower thrips, Frankliniella occidentalis, are four wing tiny insects that damage plants by feeding on the leaf and stem tissue. The western flower thrip has a six stage lifecycle: egg, first instar, second instar, prepupa, pupa, adult. Streaking, spotting or tissue damage are indicative of a thrip infestation. The thrip has a rasping sucking mouth which is used for inserting their eggs into the plant tissue and eating foliage. Western flower thrip adults have clear wings which are nearly veinless and have dark, hairy, fringes. Adult males are light yellow, while adult females are slightly larger than the males and range from light yellow, yellow with brown, to dark brown. The three color variations are seen in different times through the year. The brown thrip has an orange thorax and is seen throughout the year while others are seen only at certain times of the year and in winter.

Biology

The western flower thrip can lay up to 150 to 300 eggs in its lifetime. An adult first lays an egg inside the leaf or fruit by piercing it with its mouth. The first instar nymph is a very small translucent larvae with red eyes. The second stage instar nymph which becomes more active and grows in size. It will keep feeding until after the second larva stage when the thrip is a prepupa. As visible wing stumps form it drops off of the plant. Western flower thrips pupate in soil or flowers. Wing stumps start to form as it becomes a pupa and then as an adult finally grows wings. This process takes thirteen days on average.

Damage

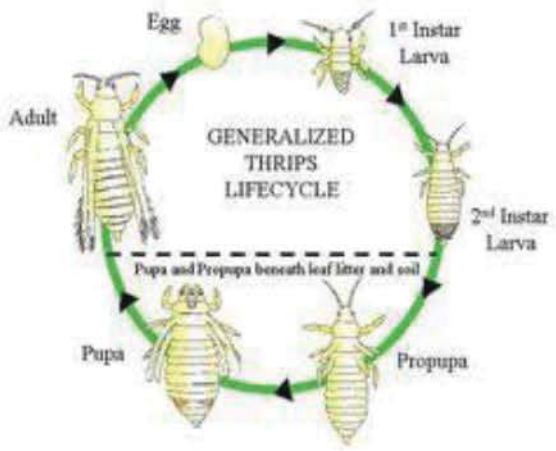
Thrips have rasping sucking mouthparts which are saws for teeth. The Frankliniella occidentalis feed on new vegetative growth but mostly feed on flowers. Since thrips feed on the buds, they can abort fruit, be misshapen, or leave silvery leaf scars. They tend to feed along the veins of a plant leaving streaking and spotting. Thrip feeding can also show black spots of excrement in feeding areas. The western flower thrip can be a vector to diseases like the tomato leaf curl virus and impatiens necrotic spot virus that can cause death or decreased crop production.

Biological Controls

There are a variety of effective predators for thrips. Frequently used beneficials include minute pirate bug, orius tristicolor, neoseiulus cucumeris, and hypoaspis miles. Controlling thrips is possible with solid IPM protocols using insecticides and biological controls together. The two types of mites, neoseiulus cucumeris and hypoaspis miles, are typically released on the soil to prevent thrips transferring from one plant to another. Entomopathogenic fungi is another helpful biological control where the fungi attaches itself to the insect as a spore and then the spore generates grows in the cuticle.

Other Management Strategies

Chemical control can also be used, spinosad is currently an effective chemical registered against western flower thrips. However, some chemicals cannot be used with certain biological control employees or in certain regulatory environments. Thrips are attracted to blue sticky cards.


Egg
1st Instar Larva
Adult
GENERALIZED THRIPS LIFECYCLE
2nd Instar Larva
Pupa and Propupa beneath leaf litter and soil
Pupa
Propupa

Adults (0.8–1.2 mm)
Eggs (0.2 mm)
Egg to adult 18 to 28 days in warm weather
1st instar nymphs (0.3 mm)
4th instar or red eye pupae (0.6–0.8 mm)
2nd and 3rd instar nymphs (0.4–0.6 mm)

Whiteflies

Identification

Whiteflies are one of the most common pest in crop production. There are a few different species of whiteflies but two of the most common are Silver Leaf Whitefly, Bemisia argentifolii and Greenhouse Whitefly, Trialeurodes vaporariorum. Whiteflies are mostly know for the ability to transfer viruses throughout a crop. Adults are about 1.5mm long and are yellow in color with white wings. Both species are found on the underside of leafs. Most whiteflies adults will fly away when the plant is disturbed. The eggs can be located anywhere on the underside of the leaflet and can also be seen with a close naked eye inspection. A hand lens should be used for better observation. A silver leaf whitefly adult has wings that are slightly tilted with a gap separating them. The greenhouse whitefly wings are set a little flatter and do not have a gap between them.

Biology

Whiteflies start as eggs under a leaflet and go through a six stage lifecycle. After the egg hatches a crawler emerges with legs and an antennae. The crawler then molts and emerges without its legs and antennae. This stage is the second instar nymph stage. In the third instar nymph stage it grows a little larger. The fourth instar nymph stage or pupa stage is the last stage before becoming an adult and the stage when the type of whitefly can be identified. Greenhouse whitefly pupas are round and have a transparent yellowing to its structure. Silverleaf whitefly pupas have an oval shape but the main distinctive characteristic is the wax threads projecting out of the pupa. The last step of the lifecycle is adulthood; when the whitefly emerges it leaves a "T" shaped tear. This tear allows identification between parasite and whitelfly emergence. There is a gap between the wings on the silverleaf whitefly which is used as a species indication. The silver leaf more triangular when compared to the greenhouse whitefly. The greenhouse whitefly is smaller, more yellow, and more elongated with wing gap. The silverleaf has a shorter lifespan at higher temperatures with an optimal climate of 20°-25°(C) Greenhouse whiteflies survive longer in higher temperatures with an optimal climate of 25°-30°(C) Adult whiteflies can live for one to two months.

Damage

Types of damage exerted by whiteflies can range from a minimal threat to crop failure. Whitefly feedings can cause leafs to curl and yellow. After they have ingested plant sap they leave honeydew droppings on the plants from the processed sugar. The honeydew is sticky and black, a negative indicator in any crop production, and can cause quality fruit loss. However, the honeydew can grow mold on it, which is the most severe issue. Feeding by the silverleaf whitefly can cause the fruit (buds) to ripen unevenly. Greenhouse whiteflies are vectors to some viruses including the yellow tomato leaf curl virus and tomato chlorosis virus.

Biological Controls

Whitefly nymphs can be controlled by a few different biological beneficials including encarsia, eretmocerus, bigeyed bugs, lacewing larvae, and lady beetles. The most recommended beneficial for whitefly applications is the parasitic wasp, Encarsia Formosa. Encarsia f. should be released as soon as a whitefly problems is discovered. Predatory beetles like Delphastus pusillus can also be very successful against large populations of whiteflies also.

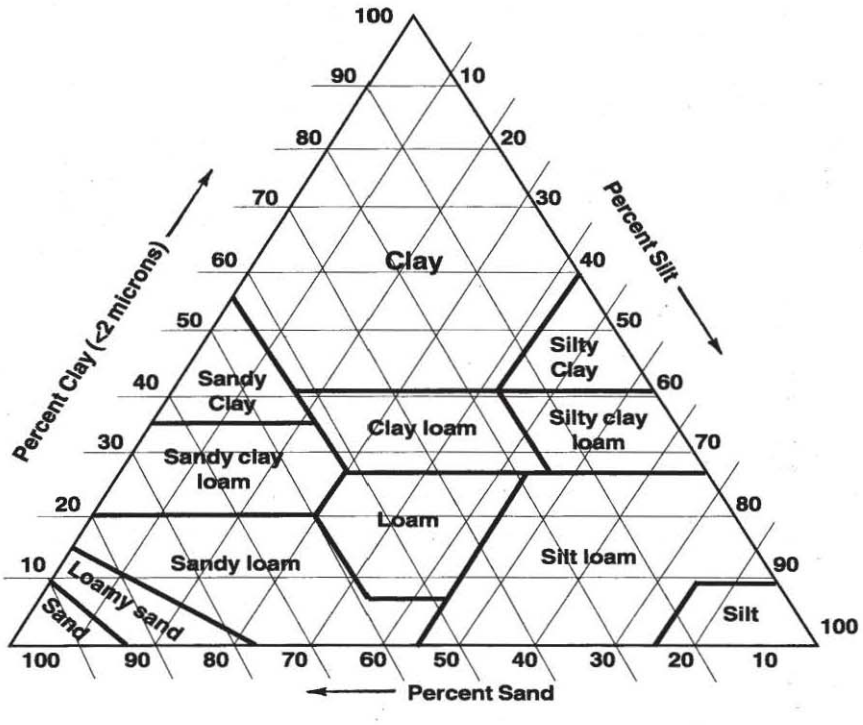
Other Management Strategies

Insect pathogens such as funguses can help whitefly infestations by infecting the pest through the cuticle of the plant. Cultural controls can also be helpful in containing the pests in one area making sure to decrease dispersal. A clean environment is essential in all IPM practices.

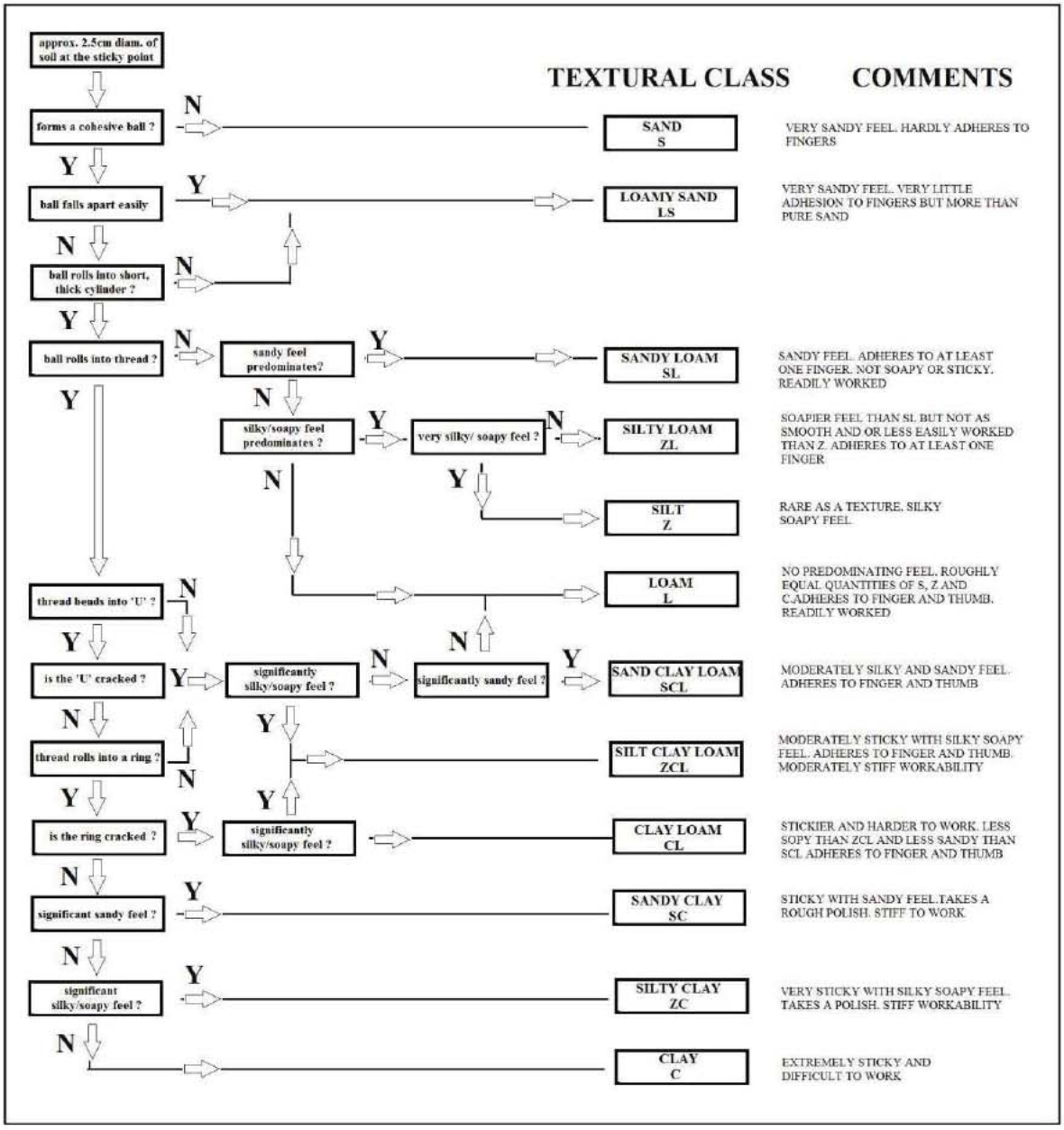
© 1999 Nature's Control
Whitefly
Eggs

Fertilizers and Soil/Media Management

The Director of Cultivation shall implement procedures to maintain or improve soil/media organic matter content in a manner that does not contribute to contamination of crops, soil, or water by plant nutrients, pathogenic organisms, heavy metals, or residues of prohibited substances. Soil and media temperatures should be maintained below 95^0F at all times to prevent root rot.



Hand Identification Chart for Soil Texture Analysis



Sticky point: moisture content at which dry soil being wetted just begins to adhere to fingers

Workability: easy with which soil can be moulded between the fingers. Because consistence varies greatly with moisture, samples must be properly and uniformly wetted up

Cylinder: approx 5cm long and 1.5cm diameter

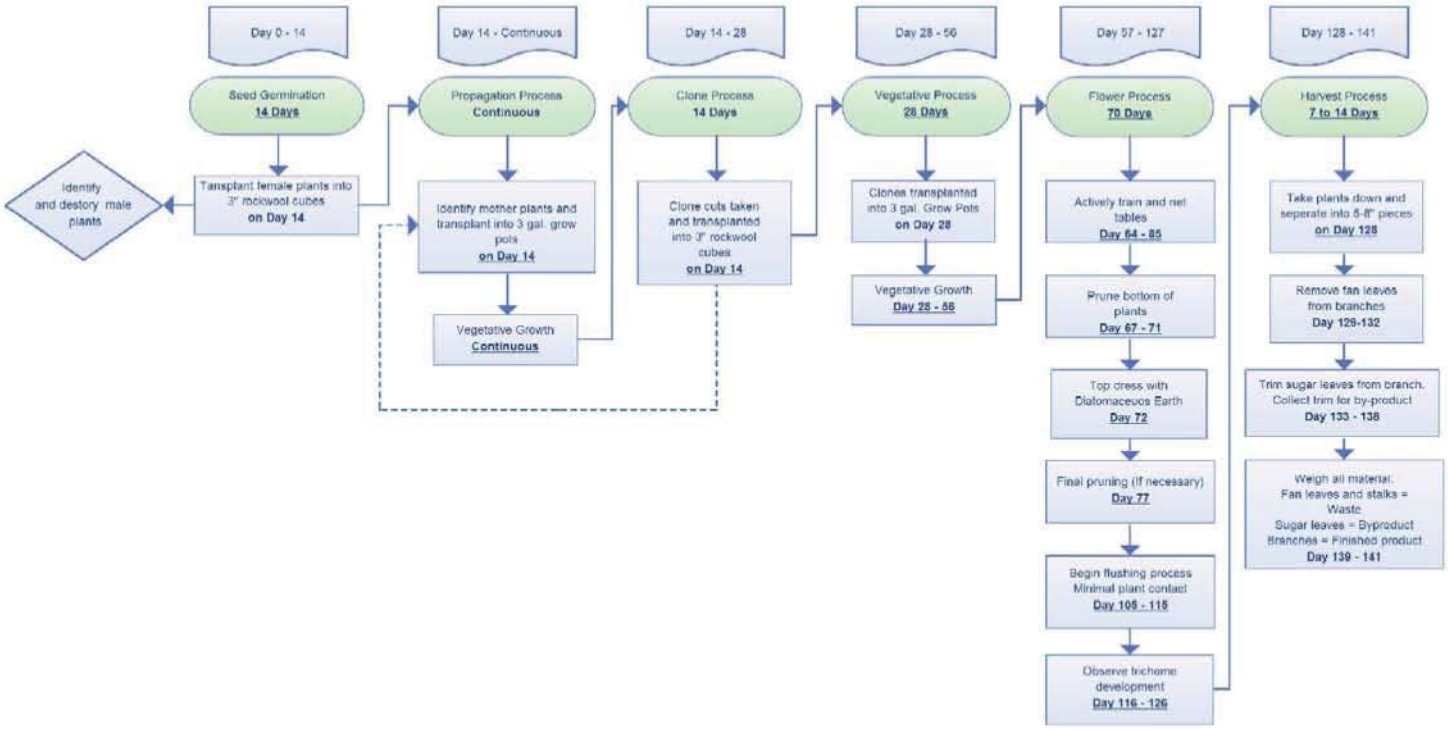
Thread: approx 13cm long and 0.6cm diameter

Ring: approx 2.5cm diameter formed from about 8cm of above thread.

Guide to field assessment of mineral soil texture by S. Nortcliff & J.R. Lang. From Rowell (1994)

Title: Cultivation Training Guide
SOP # 010W – Attachment 1

The Cultivation Process



Propagation	
**Plants that go into production are always cut from mothers*	
Step 1:	Clip one strain at a time. **Mothers will always have an RFID tag associated with them. Ensure that clones are labeled with the proper designation.*
Step 2:	Bring clone to Cloning Table, and dip clone in Clonex Gel.
Step 3:	Insert clone branch into Cloning cube, which has been presoaked in Clonex Solution.
Step 4:	Insert cube into Clone machine or Rapid Rooter (with dome), place heater underneath tray.
Step 5:	Ensure all clone trays are labeled properly for strains going into production.
Step 6:	Repeat process, for approximately 10 clones per Mother Plant.

Clone Mortality Protocol
All dead or dying plants should be removed and notated promptly. If a tagged plant is destroyed it must be recorded and logged in the crop management system immediately. If plants seem to be dead or dying, a system check should be performed.

THC aka Temperature, Humidity, and CO2				
The THC (Temperature, Humidity, CO2 ppm) shall be monitored at least hourly, so that all rooms can be kept within the following ranges:				
Room:	**Propagation**	**Vegetation**	**Flower**	**Drying**
Temperature:	80-90F	70-80F	70-80F	60-75
Humidity:	50-80%	50-70%	45-55%	<50%
CO2 PPM:	Ambient	Ambient	800-1200	Ambient

Flowering	
**Flower room will be cleaned and thoroughly wiped down prior to plants entering flower*	
Step 1:	Plants from designated Veg Room will be moved into a clean flower room filling the flower room with approximately 60 plants.
Step 2:	Apply drip emitters and ensure the drip system has a unobstructed flow for watering plants.
Step 3:	Complete a light manicure to remove any excess/unnecessary leaves.
Step 4:	Ensure trellis netting has been applied within 3 weeks of flower.
Step 5:	Light defoliation will continue until plant is ready to be harvested.

Pests/Other Issues
All pesticide/fungicides used as a last resort and must be labeled ORGANIC. See the Director of Cultivation for troubleshooting issues.

Harvesting	
Notes:	
• We harvest on a plant-by-plant basis, with each plant being its own "Harvest Batch". • When harvesting take care to being gentle with the plants, do not let buds fall to the ground. • Be cautious with the flowers, the glands and bud structures are very fragile at this state. • Wear gloves, and closed toed shoes. Long sleeve shirts are encouraged. • Clean everything thoroughly when finished, put away all used gardening instruments.	
Materials required:	
One lap bin each for; Bud, Sugar Trim, Waste Gloves Garden Shears	Pruning Scissors Dept. of Weights and Measures Certified Scale Computer with inventory management software

Harvesting Procedure	
Step 1:	Remove Drip Stakes and Trellis Netting, taking care not to damage buds. Use pruning scissors to cut

	away zip or twist tie and netting to facilitate removal.
Step 2:	Once plant is free from restraints cut the plant down with gardening shears at the base of the main stalk or carry the entire plant to weight area and cut plant at base there. Keep tag with plant. Weigh and record the wet weight.
Step 3:	Strip plants, remove all big leafs.
Step 4:	Using a coat hanger, hang the intact branches upside down so that gravity can drawn the resins to the tips of the flowers

Post Harvest	
**Once all plants are harvested room must be cleaned and sanitized before new plants can enter*	
Step 1:	Remove all netting, drip emitters, and any plant material from previous harvest.
Step 2:	Clean all lights and tops of all hoods.
Step 3:	Entire room to be wiped and sprayed down with disinfectant, ensuring room is cleaned for all microbials.
Step 4:	Tables cleaned with bleach and water.
Step 5:	Replace drip emitters.

Trimming
Notes:
• We dry, hand trim, all plant materials used in manufacturing. Trimming is the general shaping and sculpting of buds through use of pruning scissors. We remove all leaf that is devoid of crystals. • Trimming takes place once the previously mentioned branches, that have been hung upside down, have been dried to the desired state. • Work in a sterile environment, and clean scissors and lap-bins regularly with isopropyl alcohol. • Wear gloves and be mindful that resinous plant matter will stick to your skin, hair and clothing. • Wipe yourself clean before leaving a workstation, and give yourself a thorough visual inspection before leaving the facility. • Clean workstation after every session. Your workload will be distributed by a Cultivation Specialist.

Trimming Procedure	
Step 1:	Take larger branches; remove all leaf devoid of crystals and set leaf waste aside in waste bin. Break branches into workable pieces one to two feet long.
Step 2:	Cut the tips off of the leaves with a sugary appearance that extends past the structure of the bud more than ⅛ an inch. Place waste, trim and buds in separate containers to be weighed upon completion.
Step 3:	When trimming is complete weigh and log the three separate categories of plant material (i.e. Waste, Trim and Bud)

Curing
• Once product has been dried and trimmed, it is placed in food grade containers. • Containers are entered into the crop managements system and labeled for storage.

Updating Package Tags
As harvest is completed record the harvest totals into the corresponding batch numbers into the crop management system. You must be logged into the system to update flowering plants to harvested plants. As the plants come down the waste, trim and finished flower are weighed and notated, each separately, in the system. The finished flower is then packaged in its final bag and a new identification label is issued and updated in the system.

Waste Disposal	
NOTE	All Plant Material must be rendered <u>unusable and unrecognizable</u> prior to disposal
Step 1:	Weigh total amount of waste material and record into the crop management system.
Step 2:	Combine Plant Material with other Refuse at a ratio of at least 1:1 using wood chipper or the like.
Step 3:	Dispose of waste in designated locked and secure container.

Cleaning & Sanitation
For Staff
Each Staff Member must wear clean clothing appropriate for the duties he or she performs, to include, but not limited to, closed toe shoes and socks, long sleeve and pants when appropriate.
Each Staff Member must don the appropriate Protective apparel, such as head, face, hand and arm coverings, are worn as necessary to protect marijuana or marijuana products from contamination
Each Staff Member who is employed by or volunteers at the medical marijuana establishment practices good sanitation and health habits, such as adequate hand washing, not attending work when afflicted with communicable disease or illness.
For Facility
All Floors are to be swept at the end of business daily.
All horizontal surfaces such as table tops and counter tops are to completely wiped down at the end of business daily.
Bathrooms and Common Areas are to be cleaned daily using Simple Green, Windex, COMET and Bleach when appropriate. All cleaning events are to be recorded on Cleaning Checklists (see Appendix-Forms).
All hand tools that come in contact with Plant Material, such as shears and scissors, must be cleaned daily by soaking overnight in Isopropyl Alcohol (91% or Greater).
Light Hoods are to be cleaned monthly and recorded using in the crop management system.
Pot's and Trays are to be cleaned using hot water and Simple Green after each cultivation cycle.
Reservoirs are to be cleaned bi-weekly.
Floors are to be mopped weekly.
Air Filters in AC Units are to be replaced on a schedule congruent with Manufacturer guidelines.

Trouble-shooting Plants
Notes:
Pesticides are only to be applied during vegetation if at all. Plants deemed infected in Flower are to be euthanized, or prescribed with organic foliar sprays or root drenches specified by only the Director of Cultivation. Employ the proper documentation in the crop management system if plants are destroyed.
Pest Management
Spider Mites, Aphids (both Flying and Root) and Powdery Mildew are the three primary threats that infection with can result in Pestilence Management.
How to Identify
• Spider mites and aphids: Initially, spider mite and aphid damage will appear as small yellow or brown spots on the leaves of the plant or discoloration and the curling of leaves. If the plant is badly infested, the plants health will start to suffer and it may have completely yellow leaves and may stop growing. • Spider mite damage may also include a tell-tale spider web type webbing on the plant. Spider mites, while small, are arachnids and are related to spiders. They produce webs in order to protect themselves and their eggs. • It is very difficult to see spider mites or aphids on plants with the naked eye because they are so small, but if one suspects that a plant has either, one can hold a piece of paper under the leaves of the plant and shake them gently. If it is spider mites, specks will fall on the paper that looks similar to pepper, aphids may look the same but also may be other colors (such as green or yellow) as well. The presence of spider mites will also be indicated small specks of dark color on the underside of the leaves. Aphids can often be found not only on the underside of the leaves but on the top of leaves and stalks as well.

Powdery Mildew aka PM

Aphids

Spider Mite Eggs

Spider Mites Webbing

Notes:

- Spray entire plants heavily. Spray top and bottom of leaves, stalk and branches, topsoil, containers, and immediate surrounding area, for each spray.
- Fully suit up in PPE for each spray. This means Eye Protection, Long Sleeve Shirt, Chemical Resistant Gloves, Shoes & Socks as well as Respirator (NIOSH Approved with Organic Vapor Cartridge or Canister with any R. P or H rated filter).
- For soil drench; follow water ratios in our Feeding & Watering SOP. Reduce liquid amount by 10% - 20% to prevent excessive runoff.
- Do not spray if temperature is above 90 degrees Fahrenheit.
- *Restricted Entry Interval, amount of time required before staff can re-enter area where Pesticide/Fungicide is used.
- ** Depending upon severity.

Fungicide/Pesticide Safety Protocol

- When treating plants for pests, employees must always wear gloves, respirators. masks, and goggles as directed.
- A Pesticide Application Tracking Form must be filled out, to completion, at the time of ANY and ALL pesticide/fungicide events.
- Proper Signage must be posted so as to alert staff as to potential pesticide exposure and to limit traffic in affected area for a period no less than the established REI (Restricted Entry Interval) notated below.

Fungicide/Pesticide R.E.I.

R.E.I. = Re-Entry Interval			
Azamax	4 Hours	**Met52**	4 Hours
GreenCure	1 Hours	**Regalia**	4 Hours
Magic Green	4 Hours	**Pristine**	12 Hours
PyGanic 5.0%	12 Hours	**ZeroTol 2.0**	None

Spraying Procedures	
**When it is determined that pesticides/fungicides are needed to be used*	
Step 1:	Turn off all lights and fans in room to be sprayed.
Step 2:	Put on a new disposable protective body suit.
Step 3:	Get chemicals required for application and review MSDS (Appendix A) for chemicals to be used/reentry time/etc.
Step 4:	Prepare spray over sink with drain closed. Return all chemicals once completed.
Step 5:	Apply signage to room being sprayed as well as main entry to grow to allow any staff to be aware that a chemical has been sprayed and entry to that room is not permitted.
Step 6:	Treat the room. Dispose of suit after spraying.
Additional notes:	
Pesticide application log is to be noted when chemicals are sprayed. Ensure lights remain off after spraying.	

Quality Assurance

These written and documentable quality control procedures are designed to maximize safety for owners, staff, and patients while minimizing opportunities for potential product contamination and to the extent applicable with all New York requirements.

Quality Control for Cultivation

- Conduct random PPM and pH readings and calibrate equipment to ensure accurate measures.

Monthly minimum. PH adjusters can only be used with consent of Head/Master Grower, for any reservoir made, for any purpose. And may only be adjusted in one direction! Either up or down, period.

- NEVER introduce PH Up and PH Down into the same body of liquid.
- Ensure that plant canopy is healthy, even, and not overshadowing younger growth.
- De-leaf as needed. Aggregate weight of plant material pruned is logged into the crop management system.
- Check for nutrient lock daily in addition to pests/mold/mildew or other plant-health concerns.

Cleaning for Cultivation

- All tools are cleaned with 91% (or greater) isopropyl, daily or as tool is used.
- Grow room floors are swept daily, and mopped if needed.
- Surfaces are cleaned with bleach and water, after each harvest.
- Areas that remain sticky from trichome residuals are wiped down with alcohol.

In the event of labeling discrepancy:	
Step 1:	Several parent plants of the strain in question will be assigned a number.
Step 2:	Cuttings taken from numbered parent stocks will be labeled with the corresponding number.
Step 3:	Send numbered parent strains to flower and make labeling corrections once the plant has reached a point in the flowering cycle where strain is easily identifiable.

Post Production Operations

Package & Container Labeling

Prior to transferring marijuana to another location:

	Examine packaged and labeled products during finishing operations to provide assurance that the containers and packages have the correct labels.
	Collect a representative sample of units at the completion of finishing operations and ensure that the samples are visually examined for correct labeling.
	Record the results of the examinations performed.
	Individually package each batch, label, and seal the marijuana in unit sizes.
	The text used on all labeling must be printed in at least 6-point font and may not be in italics; and in English
	Production facility information
	The date of harvest
	The date of final testing
	The date on which the product was packaged
	The cannabinoid profile and potency levels as determined by the in-house or independent testing laboratory
	If the product is perishable, the expiration date
	The quantity of marijuana in grams

Storing Marijuana

Drying and Curing Plant Material is to be stored in the Cure Room in their designated areas.
The Drying and Cure Rooms are to be kept **LOCKED AT ALL TIMES**, unless for passage.
Only Management is to have access to the Drying and Cure Rooms.
Plant Material that is to be processed is to be stored in the Cure Room or Safes.
Any and all transfers of product in or out of the Cure Room must be logged and recorded in the crop management system.

Supplies and Materials

Materials	
Equipment	
¼ Barbed Straight Connectors & ¼ FlexibleH	Plant Sprayer
1000W MH & 1000W HPS Hortilux Bulbs	Plastic bins
2 Gal Pots	Plumbing Ejector
55 Gallon Watering Reservoir	Recycling Cans
Air Stone Cylinder	Recycling Receptacle
BudBooster Water Filtration System	Rolling Cart
Circulating Pumps	Rolling Chairs
Cloing Cubes	Saw Horses
Clone Dome	Screen Filters
Digital Timer (Titan controls Apollo 9)	Scrub Brush
Duct Tape	Seabright Labs Sticky Traps
Easy Clone Machine	Shop Vacuum
Fans	Sponges
Fire Extinguisher	Spray Bottles
Flex Ducting	Submersible Water Pumps: EcoPlus, Ezcolone
Gavita Ballast (Digital)	Sun Systems XXXL Ocho Hoods
Gavita Lamps	Surge Protectors
GH Rapid Rooter	T5 Florescent Light Sets
Hangers	Trash Bags
Heater	Trash Cans
Hoses	Trim Drying Rack
Hydroflow 3/16" Tubing	Water Drip System (consisting of ¾ inch drip lines hooked to pump and ¼ lines to drip emitter)
Hydroflow Drip Steaks	Wet Vacuum
Jars	Work Bench
Ladders	Work Stool
Large Tupperware	
Light Leashes	
Tools	
Air Filters (Free Standing and In Line)	Nitrile Gloves (Black Lightning)
Bamboo Sticks	Paper Towels
Basic Tool Kit (Screwdrivers, Hammer, etc.)	PH/PPM Pen Bluelab
Certified Digital Scales	Pitchers (1 Gallon)
Clips	Protective Eyewear/Masks for spraying
Collapsible Tables	Rags
Duct Tape	Reflective Tape
Eco Plus Fans	Scissors
Extension Cords (Various Sizes)	Scotch Brite Pads
Funnels	Spray Bottles
Glass Jars (Various Sizes)	Surge Protectors
Hand Brooms	Trash Cans
Labels	Trellis Netting
Markers	Trim Drying Rack
	Trimming Shears
	Tupperware (Various Sizes)
	Vice Clips

Masking Tape Measuring Cups Metal Hangers Microscope Mops		
Nutrients	**Fungicide & Pesticide**	**GAS/OTHER**
Botanicare Cal-Mag Clonex Liquid Solution Clonex Rooting Gel Dupur Coco DynaGrow K-L-N General Hydroponics KoolBloom (Powder) House and Garden Bud XL House and Garden Cocos A House and Garden Cocos B House and Garden Drip Clean House and Garden Multi-Zen House and Garden Nitrogen Boost House and Garden Roots Excelurator House and Garden Top Booster	Age Old Kelp Azamax Einstein oil GreenCure Fungicide Magic green Met52 Bioinsecticide (Granular) Met52 Bioinsecticide (Liquid) Pristine Fungicide PyGanic 5.0% Regalia ZeroTol 2.0	Bluelab pH 4.0 Bluelab pH 7.0 Exhale CO2 Bags GH 7.0 H2O2 Advance Nutrients (pH) Up Advance Nutrients (pH) Down
Chemicals – Cleaning & Sanitation	**PPE – Personal protection equipment**	
Clorox Bleach Seventh Generation Free and Clear Dish Detergent	Protective Spray Suit Protective Face Mask Protective Footwear Protective Eyewear	

Rules and Laws

31. Applicable regulations

All employees are responsible for compliance with laws and regulations. The following regulations are applicable to all cultivation employees:

§1004.10 Registered organizations; general requirements

(a) In addition to the requirements in public health law and as otherwise set forth in this part, a registered organization shall:
(1) make its books, records and manufacturing and dispensing facilities available to the department or its authorized representatives for monitoring, on-site inspection, and audit purposes, including but not limited to periodic inspections and/or evaluations of facilities, methods, procedures, materials, staff and equipment to assess compliance with requirements set forth in article 33 of the public health law and this part;
(2) only manufacture and dispense approved medical marihuana products in New York State in accordance with article 33 of the public health law and this part;
(3) only manufacture and dispense approved medical marihuana products in an indoor, enclosed, secure facility located in New York State which may include greenhouses;
(4) submit approved medical marihuana product samples to the department upon request, including for quality assurance testing or investigation of an adverse event. A subset of each lot of medical marihuana product shall be retained by the registered organization to allow for testing in the future if requested by the department and shall be stored unopened as indicated on the label and in the original packaging. This subset of medical marihuana product must be readily identifiable as belonging to its specific lot. The quantity retained shall be a statistically representative number of samples to allow for complete testing of the product at least three times and shall be retained by the registered organization for at least two years following the date of expiration.
(5) implement immediately policies and procedures to document and investigate complaints and adverse events and report these events to the department within 24 hours of their occurrence. Such policies and procedures shall be set forth in the registered organization's operating plan.

(6) quarantine any lot of medical marihuana product as directed by the department, and not transport, distribute or dispense such lot unless prior approval is obtained from the department;

(7) dispose of unusable medical marihuana products that have failed laboratory testing or any marihuana used in the manufacturing process as per the registered organization's approved operating plan.
(8) maintain records required by article 33 of the public health law and this part for a period of five (5) years and make such records available to the department upon request. Such records shall include: (i) documentation, including lot numbers where applicable, of all materials used in the manufacturing of the approved medical marihuana product to allow tracking of the materials including but not limited to soil, soil amendment, nutrients, hydroponic materials, fertilizers, growth promoters, pesticides, fungicides, and herbicides; (ii) cultivation, manufacturing, packaging and labeling production records; and (iii) laboratory testing results.
(b) Registered organizations shall not:
(1) dispense approved medical marihuana products from the same location where the marihuana is grown or manufactured;

(2) grow marihuana or produce medical marihuana at any site other than a facility or site approved by the department and set forth in the registered organization's registration;
(3) distribute products or samples at no cost except as may be allowed by the commissioner;
(4) make substantial alterations to the structure or architectural design of a manufacturing or dispensing facility without prior written approval of the department;
(5) change the composition of the entity which is the registered organization, including but not limited to, a change in sole proprietor, partner, director, stockholder, member or membership interest of the registered organization without the prior written approval of the department; or
(6) materially modify or revise its operating plan, including its policies and procedures related to cultivation, processing, manufacturing, distributing or dispensing policies or procedures, without prior written approval of the department.
(7) locate a dispensing facility on the same street or avenue and within one thousand feet of a building occupied exclusively as a school, church, synagogue or other place of worship. The measurements in this paragraph of this subdivision are to be taken in straight lines from the center of the nearest entrance of the premises sought to be used as a dispensing facility to the center of the nearest entrance of such school, church, synagogue or other place of worship.
(c) In the event that a registered organization elects to cease operation of all permitted activities and to surrender its registration, the following provisions shall apply:
(1) The registered organization shall notify the department in writing at least 120 days prior to the anticipated date of closure of the manufacturing and each dispensing facility.
(2) Such written notice shall include a proposed plan for closure. The plan shall be subject to department approval in accordance with department protocols, and shall include timetables and describe the procedures and actions the registered organization shall take to: (i) notify affected certified patients and designated caregivers of the closure; (ii) properly destroy, transfer or otherwise dispose of all the registered organization's supply of medical marihuana and medical marihuana products; (iii) maintain and make available to the department all records required to be maintained under this part for a period of five years; and (iv) maintain compliance with these regulations and any other conditions required by the commissioner until the approved closure date.
(3) A registered organization shall take no action to close a manufacturing and dispensing facility prior to department approval of the plan for closure.
(4) A registered organization's failure to notify the department of intent to cease any operations, failure to submit an approvable plan, and/or to execute the approved plan may result in the imposition of civil penalties, not to exceed $2,000, and shall be a basis for the department to revoke the registration of the registered organization under such terms as the department determines is appropriate based on public health and safety considerations. In addition, the department reserves the right to exercise any other remedies available to it.
(d) If a registered organization's application for renewal of registration is denied, the registered organization shall submit a proposed plan for closure in accordance with this section.

§1004.11 Manufacturing requirements for approved medical marihuana products

(a) Definitions. Wherever used in this part, the following terms shall have the following meanings:
(1) "Approved medical marihuana product" is the final manufactured product delivered to the patient that represents a specific brand with a defined cannabinoid content and

active and inactive ingredients, prepared in a specific dosage and form, to be administered as recommended by the practitioner.

(2) "Brand" means a defined medical marihuana extraction product that has a homogenous and uniform cannabinoid concentration and product quality, produced according to an approved and stable processing protocol. The specified brand shall have a total THC and total CBD concentration that is within 95 – 105% of that specified in milligrams per dose for that brand and shall have the same composition and concentration of inactive ingredients as that defined for the brand.

(3) "Form" of medical marihuana shall be a type of a medical marihuana product approved by the commissioner and shall refer to the final preparation of an approved medical marihuana brand; for example, an extract in oil for sublingual administration, an extract for vaporization or an extract in a capsule for ingestion.

(4) "Lot" means a quantity of a medical marihuana extraction product that has a homogenous and uniform cannabinoid concentration and product quality, produced according to an approved and stable processing protocol specific to that brand and form of medical marihuana product, during the same cycle of manufacture.

(5) "Lot unique identifier (Lot number or bar code)" means any distinctive combination of letters, numbers, or symbols, or any combination of them, from which the complete history of manufacturing, testing, holding, distribution or recall of a lot of medical marihuana product can be determined.

(6) "Manufacturing" shall include, but not be limited to cultivation, harvesting, extraction (or other processing), packaging and labeling.

(b) A registered organization shall use either carbon dioxide (CO2, super-critical) or alcohol for cannabinoid extraction and shall only perform extraction of the leaves and flowers of female marihuana plants. A registered organization shall only use carbon dioxide that is of a supply equivalent to food or beverage grade of at least 99.5% purity; and alcohol used shall be of a grade that meets or exceeds specifications of official compendiums as defined in section 321 of Title 21 of the United States Code (USC). 21 USC §321 is available for copying and inspection at the Regulatory Affairs Unit, New York State Department of Health, Corning Tower, Empire State Plaza, Albany, New York 12237. A registered organization shall obtain prior written approval from the department if it seeks to use other extraction methods.

(c) A registered organization shall only produce such forms of medical marihuana as approved by the department according to the following requirements:

(1) Each registered organization may initially produce up to five brands of medical marihuana product with prior approval of the department. These brands may be produced in multiple forms as approved by the commissioner. Thereafter, additional brands may be approved by the department. However, in no case shall marihuana in unprocessed whole flower form be made available to certified patients.

(2) Each medical marihuana product brand, in its final form, shall be defined as having a specific concentration of total Tetrahydrocannabinol (THC) and total Cannabidiol (CBD) and shall have a consistent cannabinoid profile. The concentration of the following cannabinoids, at a minimum, must be reported:

(i) Tetrahydrocannabinol (THC)
(ii) Tetrahydrocannabinol acid (THCA)
(iii) Tetrahydrocannabivarin (THCV)
(iv) Cannabidiol (CBD)
(v) Cannabinadiolic acid (CBDA)
(vi) Cannabidivarine (CBDV)

(vii) Cannabinol (CBN)
(viii) Cannabigerol (CBG)
(ix) Cannabichromene (CBC)
(x) Any other cannabinoid component at > 0.1%
(3) The final medical marihuana product shall not contain less than ninety-five percent (95%) or more than one hundred-five percent (105%) of the concentration of total THC or total CBD indicated on the label for this brand. Each brand shall have a maximum of 10mg total THC per dose.
(4) The registered organization shall offer and make available to patients at least one brand that has a low THC and a high CBD content (e.g., a 1:20 ratio of THC to CBD).
(5) The registered organization shall offer and make available at least one brand that has approximately equal amounts of THC and CBD.
(6) For each brand offered, the registered organization shall only utilize a distinct name which has been approved by the department, consisting of only letters and/or numbers. The name shall not be coined or fanciful, and may not include any "street", slang or other name. No reference shall be made to any specific medical condition.
(7) Each registered organization shall ensure the availability of at least a one year supply of any offered brand unless otherwise allowed by the department.
(d) The registered organization shall not add any additional active ingredients or materials to any approved medical marihuana product that alters the color, appearance, smell, taste, effect or weight of the product unless it has first obtained prior written approval of the department. Excipients must be pharmaceutical grade and approved by the department.
(e) A registered organization shall:
(1) use good agricultural practices (GAPs) and must conform to all applicable laws and rules of New York State;
(2) use water from a public water supply or present a plan, approved by the department, which demonstrates the ability to obtain sufficient quantities of water of equal or greater quality as that from a public water supply and to monitor the quality of such water on an ongoing basis;
(3) use only pesticides, fungicides, and herbicides that are approved by the New York State Department of Agriculture and Markets;
(4) process the leaves and flowers of the female plant only, in a safe and sanitary manner;
(5) perform visual inspection of the harvested plant material to ensure there is no mold, mildew, pests, rot or gray or black plant material; and
(6) have a separate secure area for temporary storage of any medical marihuana or medical marihuana product that needs to be destroyed.
(f) Production of any approved medical marihuana product shall be in accordance with general sanitary conditions. Poisonous or toxic materials, including but not limited to insecticides, rodenticides, detergents, sanitizers, caustics, acids and related cleaning compounds must be stored in a separate area from the marihuana and medical marihuana products in prominently and distinctly labeled containers, except that nothing herein precludes the convenient availability of detergents or sanitizers to areas where equipment, containers and utensils are washed and sanitized.
(g) Approved medical marihuana products shall be limited to the following forms and routes of administration:
(1) liquid or oil preparations for metered oromucosal or sublingual administration or administration per tube;
(2) metered liquid or oil preparations for vaporization;

(3) capsules for oral administration; or
(4) any additional form and route of administration approved by the commissioner. Smoking is not an approved route of administration.
(5) approved medical marihuana products may not be incorporated into edible food products by the registered organization, unless approved by the commissioner.
(h) The registered organization shall package the final form of the approved medical marihuana product at the manufacturing site. The original seal shall not be broken except for quality testing at an approved laboratory, for adverse event investigations, by the department, or by the certified patient or designated caregiver.
(i) The registered organization shall package the approved medical marihuana product such that it is child-resistant, tamper-proof/tamper-evident, light-resistant, and in a resealable package that minimizes oxygen exposure.
(j) The registered organization shall identify each lot of approved medical marihuana product with a lot unique identifier.
(k) Each approved medical marihuana product shall be affixed with a product label. Medical marihuana product labels shall be approved by the department prior to use. Each product label shall be applied at the manufacturing facility, be easily readable, firmly affixed and include:
(1) the name, address and registration number of the registered organization;
(2) the medical marihuana product form and brand designation;
(3) the single dose THC and CBD content for the product set forth in milligrams (mg);
(4) the medical marihuana 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 marihuana products must be kept in the original container in which they were dispensed and removed from the original container only when ready for use by the certified patient”;
(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 marihuana 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.”
(l) For each lot of medical marihuana product produced, the registered organization shall submit a predetermined number of final medical marihuana products (e.g., sealed vials or capsules; with the number of samples submitted, based on statistical analysis, determined to be representative of the lot) to an independent laboratory/laboratories approved by the department. The laboratory verifying the cannabinoid content shall be approved for the analysis of medical marihuana product by the department in accordance with section five hundred two of the public health law and subpart 55-2 of this title. Such laboratory, or approved laboratories cumulatively, shall certify the medical marihuana product lot as passing all contaminant testing and verify that the content is consistent with the brand prior to the medical marihuana product being released from the manufacturer to any dispensing facility.

(1) Any lot not meeting the minimum standards or specifications for safety shall be rejected and destroyed by the registered organization in accordance with the registered organization's approved operating plan.

(2) Any lot not meeting the minimum standards or specifications for brand consistency shall be rejected and destroyed by the registered organization in accordance with the registered organization's approved operating plan.

(3) The registered organization shall keep and maintain records documenting submission of medical marihuana products to approved laboratories as required herein, and the results of the laboratory testing. The registered organization shall provide the department with such records upon request.

(m) The registered organization shall demonstrate the stability of each approved medical marihuana product produced (each brand in each form) by testing at an approved laboratory in accordance with section 1004.14 of this title:

(1) the stability and expiration date of the final distributed medical marihuana product shall be validated and shall be stable for a minimum of 60 days under the specified storage conditions (light, temperature and humidity) when opened;

(2) shelf-life of unopened medical marihuana products (e.g., packages or vials) shall be validated by ongoing stability testing according to a schedule determined by the department and an expiration date for unopened products shall be determined through the stability testing;

(3) specifications regarding storage conditions must address storage at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient's home and for samples retained for future testing.

(n) No synthetic marihuana additives shall be used in the production of any medical marihuana product.

(o) The registered organization's approved standard operating procedure for the aforementioned activities must be followed, unless otherwise approved by the department.

Appendix A

MSDS

BLEACH

Material Safety Data Sheet

NFPA	HMIS	PPE	Transport Symbol

Health Hazard	3*
Fire Hazard	0
Reactivity	1

Issuing Date 07-May-2007 Revision Date 07-May-2007 Revision Number 1

1. PRODUCT AND COMPANY IDENTIFICATION

Product Name Great Value (GV) Regular Bleach

Recommended Uses Bleach
Contains more than 1% of active chlorine
Cleaning agent
Home care

Supplier Address
KIK International
33 MacIntosh Blvd, Concord, Ontario,
L4K 4L5
CA
Phone:905-660-0444
Fax:905-660-7333
Contact Phone: 905-660-0444
Emergency Phone: : 1-800-255-3924

Company Emergency Phone Number : 1-800-255-3924

2. HAZARDS IDENTIFICATION

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2. HAZARDS IDENTIFICATION

WARNING!

Emergency Overview

Severe eye irritation.
May cause burns of eyes, skin and mucous membranes
Irritating to eyes, respiratory system and skin
Harmful if swallowed.

Appearance Pale yellow **Physical State** Liquid. **Odor** slight chlorine

Potential Health Effects

Principle Routes of Exposure	Inhalation, Skin contact, Eye contact.
Acute Toxicity	
Eyes	Severely irritating to eyes. May cause burns. Risk of serious damage to eyes.
Skin	Contact causes severe skin irritation and possible burns.
Inhalation	Harmful by inhalation.
Ingestion	Can burn mouth, throat, and stomach. Harmful if swallowed.
Chronic Effects	Avoid repeated exposure. Possible risks of irreversible effects.
Aggravated Medical Conditions	None known
Environmental Hazard	See Section 12 for additional Ecological information

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS-No	Weight %
Sodium hypochlorite	7681-52-9	5 - 10
Water	7732-18-5	60 - 100

4. FIRST AID MEASURES

General Advice	Immediate medical attention is required. Show this safety data sheet to the doctor in attendance.
Eye Contact	Immediate medical attention is required. Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Keep eye wide open while rinsing. Do not rub affected area.
Skin Contact	Wash off immediately with soap and plenty of water removing all contaminated clothes and shoes. If symptoms persist, call a physician.
Inhalation	Move to fresh air. Call a physician or Poison Control Center immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen.
Ingestion	Immediate medical attention is required. Do not induce vomiting. Clean mouth with water and afterwards drink plenty of water. Never give anything by mouth to an unconscious person. Remove from exposure, lie down. Call a physician or Poison Control Center immediately.
Notes to Physician	Treat symptomatically.
Protection of First-aiders	Use personal protective equipment. Avoid contact with skin, eyes and clothing.

5. FIRE-FIGHTING MEASURES

Flammable Properties	Not flammable
Flash Point	Not Applicable
Suitable Extinguishing Media	Use extinguishing measures that are appropriate to local circumstances and the surrounding environment
Uniform Fire Code	• Irritant: Liquid • Other Health Hazard: Target Organ Toxin--Liquid
Hazardous Combustion Products	Carbon oxides
Explosion Data	
Sensitivity to mechanical impact	Not sensitive
Sensitivity to static discharge	Not sensitive

Specific Hazards Arising from the Chemical
The product causes burns of eyes, skin and mucous membranes. Thermal decomposition can lead to release of irritating gases and vapors. In the event of fire and/or explosion do not breathe fumes.

Protective Equipment and Precautions for Firefighters
As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear

NFPA	Health Hazard 2	Flammability 0	Stability 0	Physical and Chemical Hazards -

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions	Evacuate personnel to safe areas. Use personal protective equipment. Avoid contact with skin, eyes and clothing. Keep people away from and upwind of spill/leak.
Methods for Containment	Prevent further leakage or spillage if safe to do so
Methods for Cleaning Up	Dike far ahead of liquid spill for later disposal. Soak up with inert absorbent material. Take up mechanically and collect in suitable container for disposal. Clean contaminated surface thoroughly. Prevent product from entering drains. After cleaning, flush away traces with water.
Other Information	Refer to protective measures listed in Sections 7 and 8.

7. HANDLING AND STORAGE

Handling	Handle in accordance with good industrial hygiene and safety practice. Ensure adequate ventilation. Wear personal protective equipment. Avoid contact with skin, eyes and clothing.
Storage	Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep in properly labeled containers.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Guidelines	This product does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Engineering Measures	Showers Eyewash stations Ventilation systems
Personal Protective Equipment	
Eye/Face Protection	Tightly fitting safety goggles. Face-shield.
Skin and Body protection	Impervious clothing. Impervious gloves. Boots. Chemical resistant apron.
Respiratory Protection	No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, ventilation and evacuation may be required
Hygiene Measures	Wear suitable gloves and eye/face protection. Avoid contact with skin, eyes and clothing. When using, do not eat, drink or smoke. Remove and wash contaminated clothing before re-use. Keep away from food, drink and animal feeding stuffs. Regular cleaning of equipment, work area and clothing.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Pale yellow	**Odor**	slight chlorine
Odor Threshold	No information available	**Physical State**	Liquid
pH	12.6		
Flash Point	Not Applicable	**Autoignition Temperature**	Not applicable
Decomposition Temperature	No data available	**Boiling Point/Range**	100Â°C / 212Â°F
Melting Point/Range	No data available		
Flammability Limits in Air	No data available	**Explosion Limits**	No data available
Specific Gravity	No data available	**Water Solubility**	Soluble in water
Solubility	No data available	**Evaporation Rate**	No data available
Vapor Pressure	No data available	**Vapor Density**	No data available
VOC Content	Not applicable	**Partition Coefficient (n-octanol/water)**	

10. STABILITY AND REACTIVITY

Stability	Stable under recommended storage conditions
Conditions to Avoid	Exposure to air or moisture over prolonged periods.
Incompatible Products	Incompatible with strong acids and bases. Incompatible with oxidizing agents.
Hazardous Decomposition Products	Thermal decomposition can lead to release of irritating gases and vapors.
Hazardous Polymerization	Hazardous polymerization does not occur

11. TOXICOLOGICAL INFORMATION

11. TOXICOLOGICAL INFORMATION

Acute Toxicity

Product Information No acute toxicity information is available for this product.

Component Information

Chemical Name	LD50 Oral	LD50 Dermal	LC50 Inhalation
Sodium hypochlorite	6200 mg/kg (Rat)	10000 mg/kg (Rabbit)	

Chronic Toxicity

Chronic Toxicity Avoid repeated exposure. Possible risks of irreversible effects.

Carcinogenicity There are no known carcinogenic chemicals in this product

Mutagenicity

Sensitization May cause sensitization of susceptible persons.

Reproductive Toxicity This product does not contain any known or suspected reproductive hazards

Target Organ Effects Eyes, Skin.

Endocrine Disruptor Information This product does not contain any known or suspected endocrine disruptors

12. ECOLOGICAL INFORMATION

Ecotoxicity

Harmful to aquatic organisms.

Chemical Name	Toxicity to Algae	Toxicity to Fish	Microtox	Daphnia Magna (Water Flea)
Sodium hypochlorite	EC50 = 0.095 mg/L 24 h	LC50 0.22 - 0.62 mg/L Pimephales promelas 96 h LC50= 5.9 mg/L Pimephales promelas 96 h		EC50 = 2.1 mg/L 96 h

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material, as supplied, is a hazardous waste according to federal regulations (40 CFR 261).

Contaminated Packaging Do not re-use empty containers.

US EPA Waste Number D002

This product contains one or more substances that are listed with the State of California as a hazardous waste

Chemical Name	California Hazardous Waste Status
Sodium hypochlorite	Toxic; Ignitable; Reactive

14. TRANSPORT INFORMATION

14. TRANSPORT INFORMATION

DOT	Not regulated
TDG	Not regulated
MEX	Not regulated
ICAO	Not regulated
IATA	Not regulated
IMDG/IMO	Not regulated
RID	Not regulated
ADR	Not regulated
ADN	Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA	Complies
DSL	Complies
EINECS/ELINCS	Complies
ENCS	Does not Comply
CHINA	Complies
KECL	Complies
PICCS	Complies
AICS	Complies

U.S. Federal Regulations

SARA 313
Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act
This product contains the following substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

Chemical Name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Sodium hypochlorite	100 lb			X

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)
This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990

CERCLA
This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical Name	Hazardous Substances RQs	Extremely Hazardous Substances RQs
Sodium hypochlorite	100 lb	

U.S. State Regulations

California Proposition 65
This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical Name	Massachusetts	New Jersey	Pennsylvania	Illinois	Rhode Island
Sodium hypochlorite	X	X	X		
Water					

International Regulations

Mexico - Grade No information available

Canada

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

WHMIS Hazard Class
E Corrosive material

16. OTHER INFORMATION

Issuing Date	07-May-2007
Revision Date	07-May-2007
Revision Note	No information available

Disclaimer
The information provided on this MSDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

End of MSDS

Material Safety Data Sheet: **Simple Green® All-Purpose Cleaner and Simple Green® Scrubbing Pad**
Version No. 13005-12B Date of Issue: February 2012 *ANSI-Z400.1-2003 Format*

Section 1: PRODUCT & COMPANY IDENTIFICATION

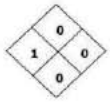
Product Name: Simple Green® All-Purpose Cleaner
Additional Names: Simple Green® Concentrated Cleaner Degreaser Deodorizer
Simple Green® Scrubbing Pad (Fluid in pad only)

Manufacturer's Part Number: **Please refer to page 4*

Company: Sunshine Makers, Inc.
15922 Pacific Coast Highway
Huntington Beach, CA 92649 USA
Telephone: 800-228-0709 • 562-795-6000 Fax: 562-592-3830
Emergency Phone: Chem-Tel 24-Hour Emergency Service: 800-255-3924

Section 2: HAZARDS IDENTIFICATION

Emergency Overview: **CAUTION. Irritant. This is a Green colored liquid with a sassafras added odor. Scrubbing pad is a green fibrous rectangle infused with Simple Green Cleaner.**



NFPA/HMIS Rating:
Health = 1 = slight
Fire, Reactivity, and Special = 0 = minimal

Potential Health Effects

Eye Contact: Mildly irritating.
Skin Contact: No adverse effects expected under typical use conditions. Prolonged exposure may cause dryness. Chemically sensitive individuals may experience mild irritation.
Ingestion: May cause stomach or intestinal irritation if swallowed.
Inhalation: No adverse effects expected under typical use conditions. Adequate ventilation should be present for prolonged usage in small enclosed areas.

Section 3: COMPOSITION/INFORMATION ON INGREDIENTS

Ingredient	CAS Number	Percent Range
Water	7732-18-5	≥ 78%
2-butoxyethanol	111-76-2	≤ 5%
Ethoxylated Alcohol	68439-46-3	≤ 5%
Tetrapotassium Pyrophosphate	7320-34-5	≤ 5%
Sodium Citrate	68-04-2	≤ 5%
Fragrance	Proprietary Mixture	≤ 1%
Colorant	Proprietary Mixture	≤ 1%

Section 4: FIRST AID MEASURES

If Inhaled: If adverse effect occurs, move to fresh air.
If on skin: If adverse effect occurs, rinse skin with water.
If in eyes: Flush with plenty of water. After 5 minutes of flushing, remove contact lenses, if present. Continue flushing for at least 10 more minutes. If irritation persists seek medical attention.
If ingested: Drink plenty of water to dilute.

Section 5: FIRE FIGHTING MEASURES

This formula is stable, non-flammable, and will not burn. No special procedures necessary

Flammability: Non-flammable
Flash Point: Non-flammable

Suitable Extinguishing Media: Use Dry chemical, CO2, water spray or "alcohol" foam.
Extinguishing Media to Avoid High volume jet water.
Special Exposure Hazards: In event of fire created carbon oxides, oxides of phosphorus may be formed.
Special Protective Equipment: Wear positive pressure self-contained breathing apparatus; Wear full protective clothing.

Section 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions: See section 8 – personal protection.

Environmental Precautions: Do not allow into open waterways and ground water systems.

Method for Clean Up: Dilute with water and rinse into sanitary sewer system or soak up with inert absorbent material.

Section 7: HANDLING AND STORAGE

Handling: Keep container tightly closed. Ensure adequate ventilation. Keep out of reach of children.

Storage: Keep in cool dry area.

Section 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure Limit Values:	OSHA PEL	ACGIH TLV
2-butoxyethanol	TWA 50 ppm (240 mg/m^3)	20 ppm (97 mg/m^3)
Tetrapotassium Pyrophosphate		5 mg/m^3

Exposure Controls:
Eye Contact: Use protective glasses if splashing or spray-back is likely.
Respiratory: Use in well ventilated areas.
Skin Contact: Prolonged exposure or dermal sensitive individuals should use protective gloves.

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Green Liquid	**Vapor Pressure:**	18 mmHg @20°C; 23.5 mmHg @26°C	
Odor:	Added Sassafras odor	**Density:**	8.5 lb/gal;	
Specific Gravity:	1.010 ± 0.010	**Water Solubility:**	100%	
pH:	9.5 ± 0.5	**VOC composite Partial Pressure:**		TBD
Boiling Point:	~210°F (98°C)	**VOC:**	CARB Method 310	3.8%
Freezing Point:	~ 32°F (0°C)		SCAQMD Method 313	2.8%
Nutrient Content:	Phosphorous: 0.28% Chloride: ~110 ppm	Sulfur: ~180 ppm Fluorine: ~90 ppm		

Material Safety Data Sheet: **Simple Green® All-Purpose Cleaner and Simple Green® Scrubbing Pad**
Version No. 13005-12B Date of Issue: February 2012 *ANSI-Z400.1-2003 Format*

Section 10: STABILITY AND REACTIVITY

Stability:	Stable
Materials to Avoid:	None known
Hazardous Decomposition Products:	Normal products of combustion - CO, CO2; Oxides of Phosphorous may occur.

Section 11: TOXICOLOGICAL INFORMATION

Acute Toxicity: Oral LD_{50} (rat) > 5 g/kg body weight
Dermal LD_{50} (rabbit) > 5 g/kg body weight
Toxicity calculated from ingredients using OECD SERIES ON TESTING AND ASSESSMENT Number 33

Carcinogens: No ingredients are listed by OSHA, IARC, or NTP as known or suspected carcinogens.

Section 12: ECOLOGICAL INFORMATION

Hazard to wild mammals:	Low, based on toxicology profile
Hazard to avian species:	Low, based on toxicology profile
Hazard to aquatic organisms:	Low, based on toxicology profile
Chemical Fate Information:	Readily Biodegradable per OECD 301D, Closed Bottle Test

Section 13: DISPOSAL CONSIDERATIONS

Appropriate Method for Disposal:

Unused Product:	*Dilute with water to use concentration and dispose by sanitary sewer.
Used Product:	*This product can enter into clarifiers and oil/water separators. Used product may be hazardous depending on the cleaning application and resulting contaminants.
Empty Containers:	*Triple-rinse with water and offer for recycling if available in your area. Otherwise, dispose as non-hazardous waste.

*Dispose of used or unused product, and empty containers in accordance with the local, State, Provincial, and Federal regulations for your location. Never dispose of used degreasing rinsates into lakes, streams, and open bodies of water or storm drains.

Section 14: TRANSPORT INFORMATION

U.S. Department of Transportation (DOT) / Canadian TDG:	Not Regulated
IMO / IDMG:	Not classified as Dangerous
ICAO/ IATA:	Not classified as Dangerous
ADR/RID:	Not classified as Dangerous

U.N. Number	Not Required	Proper Shipping Name:	Detergent Solution
Hazard Class:	Non-Hazardous	Marine Pollutant:	No

Material Safety Data Sheet: **Simple Green® All-Purpose Cleaner and Simple Green® Scrubbing Pad**
Version No. 13005-12B Date of Issue: February 2012 *ANSI-Z400.1-2003 Format*

Section 15: REGULATORY INFORMATION

All components are listed on: EINECS, TSCA, DSL and AICS Inventory.
No components listed under: Clean Air Act Section 112; Clean Water Act 307 & 311

SARA Title III: 2-butoxyethanol is subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 as Category N230 – Certain Glycol Ethers.

RCRA Status: Not a hazardous waste CERCLA Status: No components listed

State Right To Know Lists

2-butoxyethanol Illinois, Massachusetts, New Jersey, Pennsylvania, Rhode Island

WHMIS Classification – Category D, subcategory 2B, eye irritant

Name	Toxic Substances List – Schedule 1 – CEPA (Canadian Environmental Protection Act)	NPRI Inventory
2-butoxyethanol	Yes	No

This product has been classified according to the hazard criteria of the CPR and the MSDS contains all the information required by Canada's Controlled Products Regulation.

Section 16: OTHER INFORMATION

Questions about the information found on this MSDS should be directed to:
SUNSHINE MAKERS, INC. – TECHNICAL DEPARTMENT
15922 Pacific Coast Hwy. Huntington Beach, CA 92649
Phone: 800/228-0709 [8am-5pm Pacific time, Mon-Fri] *Fax:* 562/592-3830 *Email:* infoweb@simplegreen.com

CAGE CODE 1Z575
GSA/FSS - CONTRACT NO. GS-07F-0065J
Scrubbing Pad GSA/BPA - CONTRACT NO. GS-07F-BSIMP
National Stock Numbers & Industrial Part Numbers:

	Part Number	NSN	Size
Simple Green	13012	7930-01-342-5315	24 oz spray (12/case)
	13005	7930-01-306-8369	1 Gallon (6/case)
	13006	7930-01-342-5316	5 Gallon
	13016	7930-01-342-5317	15 Gallon
	13008	7930-01-342-4145	55 Gallon
	13103	N/A	2oz samples
	13225	N/A	2.5 Gallon
	13275	N/A	275 Gallon tote
	48049	N/A	1 Gallon Conc. w/ 32oz dilution
Scrubbing Pad	10224	7930-01-346-9148	Each (24/case)

Retail Numbers:

Part Number	Size
13002	16 oz Trigger (12/case)
13005	1 Gallon (6/case)
13013	24 oz Trigger (12/case)
13014	67 oz / 2 L (6/case)
13033	32 oz Trigger (12/case)
80007	Tier display holding 13005 (36/Tier)

part number is for both industrial and retail
****International Part Numbers May Differ.**

DISCLAIMER: The information provided with this MSDS is furnished in good faith and without warranty of any kind. Personnel handling this material must make independent determinations of the suitability and completeness of information from all sources to assure proper use and disposal of this material and the safety and health of employees and customers. Sunshine Makers, Inc. assumes no additional liability or responsibility resulting from the use of, or reliance on this information.

CHEMICALS – FUNGICIDE & PESTICIDE

Material Safety Data Sheet

Product Name: AzaMax™ Biological Insecticide, Miticide, and Nematicide

1. Product and Company Identification

AzaMax™ Biological Insecticide, Miticide, Nematicide acts as an insect anti-feedant, insect growth regulator (IGR), and insect repellant.

EPA Signal Word	Chemical Name	Chemical Class	EPA Registration Number
CAUTION	AZADIRACHTIN	BIOPESTICIDE	71908-1-81268

Formulator:

PARRY AMERICA INC.
2740 Fulton Avenue
Suite 220
Sacramento, CA 95821
916-973-1351

Emergency Telephone Numbers:
Hazard Information Services (H.I.S.)
1-800-228-5635

CHEMTREC®
1-800-424-9300

2. Ingredients

Chemical Component	Percent Range	CAS Numbers	OSHA-PEL	ACGIH-TLV	NTP/IARC/OSHA CARCINOGEN	OTHER
AZADIRACHTIN	1.2%	11141-17-6 95507-03-2	N/A	N/A	N/A	N/A
Other Ingredients	98.8%		N/A	N/A	N/A	N/A

3. Hazards Identification

Emergency Overview:

Physical Properties
Appearance: Brown, honey-colored liquid
Odor: Mild neem fragrance
Hazardous Decomposition Products: None Known
Unusual Fire, Explosion, and Reactivity Hazards: None Known

Potential Health Effects
Acute Effects: Harmful if absorbed through the skin
Symptoms of Acute Exposure: None Know
Chronic Effects: None Known
Carcinogenicity: None of the components in this material is listed by IARC, NTP, OSHA, or ACGIH as a carcinogen.

4. First Aid Measures

Primary Routes of Exposure:
Inhalation, Ingestion, Skin, and Eyes

Sign and Symptoms of Exposure:
Inhalation: May be irritating to mucous membranes and excessive exposure may result in drowsiness.
Ingestion: May cause drowsiness.
Skin Contact: May cause mild irritation.
Eye Contact: May cause mild irritation.

Emergency First Aid Procedure:
If Inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, and then give artificial respiration, preferably mouth-to-mouth if possible. Get medical attention.
If Ingested: Induce vomiting by gastric lavage. Call a physician for medical advice.
If on Skin: Take off contaminated clothing. Wash skin with plenty of soap and water. Call a physician for medical advice.
If in Eyes: Hold eye open and rinse slowly & gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, and then continue rinsing eyes with excessive water. Call a physician for medical advice.

5. Fire Fighting Measures

Flash Point: >340°F **Upper & Lower Flammable Limits:** NK

Fire Extinguishing Media: CO_2, Dry Chemical, Foam
Special Fire Fighting Procedures: Evacuate personnel to a safe area. Wear positive-pressure breathing apparatus and full protective clothing. Fight fire from maximum distance. Stay up-wind and out of low areas.

6. Accidental Release Measures

Steps to be Taken if Material is Released or Spilled
General: Consult an expert on the disposal of recovered material. Ensure disposal is in compliance with government requirements and ensure conformity of local disposal regulations. Notify the appropriate authorities immediately. Take all additional action necessary to prevent and remedy the adverse effects of the spill.
Specific: Evacuate personnel, thoroughly ventilate area, and use self-contained breathing apparatus and protective clothing. Dike spill. Absorb spilled material with Dri-Rite, sawdust, sand, or other adsorbent material, taking care not to generate dust. Collect clean-up material into drums, cover, and label for disposal according to local regulations. Scrub contaminated area with detergent and water. Prevent liquid from entering sewers, waterways, or low areas. Product is not regulated under RCRA or CERCLA.

7. Handling and Storage

Precautions in Handling: Do not contaminate water, food, or feed by storage or disposal. Wash hands before eating, drinking, chewing gum, using tobacco products, or using the toilet. Remove clothing immediately if pesticide gets inside and then wash thoroughly and put on clean clothes.
Storage: Keep in tightly closed and original containers. Do not store this product above 105°F or below 32°F for extend periods of time. Best to keep in cool dry place and to avoid direct sunlight. Do not re-fill or re-use containers. Dispose of containers in an approved waste facility.

8. Exposure Controls/Personal Protection

Ventilation Requirements:
Thorough ventilation is recommended in case of accidental spillage.

Personal Protective Equipment:
Harmful if absorbed through skin or inhaled. Avoid breathing vapor. Causes moderate eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling. Wash contaminated clothing before reuse.

Manufacturing and Packaging Employees:

Eye/Face:	Wear chemical safety goggles
Skin Protection:	Wear protect gloves
Respiratory Protection:	Thorough ventilation is recommended in case of accidental spillage
Additional Information:	Wash hands before eating, drinking, chewing gum, using tobacco products, or using the toilet. Remove clothing immediately if pesticide gets inside and then wash thoroughly and put on clean clothing.

Applicators and Handlers: Must wear long-sleeved shirt and long pants, waterproof gloves, and shoes plus socks.

9. Physical and Chemical Properties

Appearance:	Brown, honey-colored liquid
Specific Gravity:	0.985 g/cm^3 @ 18°C
Dispersion in Water:	100%
pH:	7.0 @ 18°C
Odor:	Mild neem fragrance
Viscosity:	281.4 mm^2/s @ 20°C

10. Stability and Reactivity

Stability: Stable at ordinary conditions of use and storage.
Incompatibility: Avoid acids, alkali or oxidizing agents.
Decomposition/By Products: No hazardous materials are produced.
Hazardous Polymerization: Does not occur.

11. Toxicological Information

Acute Toxicity/Irritation Studies:

Acute Oral:	Rat LD_{50} > 5,000mg/kg
Acute Dermal:	Rat LD_{50} > 2,000mg/kg
Acute Inhalation:	Rat LD_{50} > 5.4mg/l
Primary Eye Irritation:	Rabbit – No irritation
Primary Skin Irritation:	Rabbit – Mild irritation
Skin Sensitization:	Guinea Pig – No sensitization

12. Ecological Information

Effect on Honeybees: Harmless
Effect on Earthworms: Harmless (>1,000mg/kg)
Effect on Predators: Harmless
Hazard to Soil Microflora: Non hazardous
Acute Fish Toxicity (Rainbow Trout): LC_{50} = 440 mg/l (24 hours)
Acute Daphnia Immobilization: EC_{50} > 50 mg/l
Algal Inhibition Test: Non inhibitory, non stimulant
Metabolism in Soil: Rapid decomposition in soil
Degradability in Water: Readily biodegradable in water

13. Disposal Considerations

Do not contaminate water, food, or feed by storage or disposal. Dispose of containers in an approved disposal facility – refer to product labeling. Open dumping is prohibited. Do not re-fill or re-use containers. Ensure compliance with Local, State, and Federal regulations. Do not flush to surface water or sanitary sewer systems.

14. Transportation Information

DOT Classification: Not regulated
International Maritime Organization: Not regulated
International Civil Aviation Organization: Not regulated
Special Instructions: No special instruction on handling required
Flammability: Non flammable
Transport by Air: Safe for Air Transport

15. Regulatory Information

SARA Title III Classifications

Section 302/304	N/A
Section 311/312	N/A
Section 313 Chemical(s)	N/A

Proposition 65
Not Applicable

CERCLA Reportable Quantity (RQ)
Not Applicable

RCRA Classification
Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste.

TSCA Status
Not Applicable

16. Other Information

NFPA Hazard Ratings

Health:	1
Flammability:	1
Reactivity:	0

0	Least
1	Slight
2	Moderate
3	High
4	Severe

Prepared by: PARRY AMERICA INC.

The information contained herein is provided in good faith and is believed to be correct as of the date. However, PARRY AMERICA INC. makes no representation as to the comprehensiveness or accuracy of the information. It is expected that individuals receiving the information will exercise their independent judgment in deforming its appropriateness for a specific purpose. Accordingly, PARRY AMERICA INC. will not be responsible for damage of any kind resulting from the use of or reliance upon such information.

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MATERIAL SAFETY DATA SHEET

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4. FIRST AID MEASURES

EYES: Check for and remove contacts if present. Immediately flush eyes with clean flowing water, low pressure and lukewarm if possible, occasionally lifting upper eyelids. Seek medical attention if irritation persists.

SKIN: Remove contaminated clothing. Flush exposed areas thoroughly with water. Seek medical attention if irritation develops.

INHALATION: Remove to area free from risk of further exposure. Treat symptomatically.

INGESTION: If swallowed, do not induce vomiting. If person is conscious, give water to drink. Never give anything orally to an unconscious person. Seek medical attention.

NOTE TO PHYSICIAN: Ingestion of large doses may produce systemic alkalosis. Treatment based on judgment of physician in response to reactions of the patient.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES
FLASHPOINT: Not combustible
METHOD USED: Not applicable

FLAMMABLE LIMITS
LFL: Not applicable
UFL: Not applicable

EXTINGUISHING MEDIA: Non-combustible material. Use extinguishing media for surrounding fire.

FIRE FIGHTING INSTRUCTIONS: Firefighters should wear full protective equipment including bunker gear and a self-contained breathing apparatus (SCBA).

UNUSUAL FIRE AND EXPLOSION HAZARDS: None known.

6. ACCIDENTAL RELEASE MEASURES

Wear skin, eye and respiratory protection (See Section 8). Close off area of spill during cleanup. Sweep up material and place into waste containers for disposal. Avoid stirring up dust. Cover and label containers and remove from spill area for later disposal. Flush area thoroughly with water. Solutions may create slippery surfaces. Make sure surface is slip-free before reopening to traffic.

7. HANDLING AND STORAGE

Store in original containers in a cool, dry place away from incompatible materials (acids). If product must be transferred, use only clean containers, label them appropriately, and keep containers closed during storage. Minimize airborne dusts and avoid contact with product during transfer, use and clean up. Wear appropriate protective equipment (See Section 8).

Reacts with acids to yield carbon dioxide gas which can accumulate in confined spaces. Do not enter confined spaces until they have been well ventilated and determined to be safe.

MATERIAL SAFETY DATA SHEET

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8. EXPOSURE CONTROLS/PERSONAL PROTECTION

EXPOSURE LIMITS: Not established. Recommend ACGIH TWA of 10 mg/m³ for Particulates Not Otherwise Classified (PNOC).

EXPOSURE CONTROLS: Provide local exhaust ventilation to meet permissible exposure limit where dusts may occur.

RESPIRATORY PROTECTION: If dust is generated, use a NIOSH/MSHA approved dust respirator.

PROTECTIVE GLOVES: Chemical resistant gloves are recommended for repeated or prolonged contact with powder or dusts. Wear impermeable gloves for repeated or prolonged contact with solutions.

EYE PROTECTION: Chemical safety goggles are recommended when handling powder or solutions to protect from exposure to dusts, mists or splashes.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: No special requirements beyond full cover clothing to protect against skin contact.

PROTECTIVE WORK/HYGIENIC PRACTICES: No special requirements with respect to chemical exposure beyond those noted above. Specific requirements with respect to equipment and applications are the responsibility of the user.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: White to gray-white powder
ODOR: Mild, characteristic
PHYSICAL STATE: Powder
pH 1%: 8 - 8.4
VAPOR PRESSURE: Not applicable
VAPOR DENSITY: Not applicable
BOILING POINT: Not applicable
FREEZING/MELTING POINT: Not applicable
SOLUBILITY IN WATER: Appreciable
SPECIFIC GRAVITY (Water=1): 0.760 - 0.860 g/cc
APPARENT DENSITY: 6.3 - 7.2 bs/gal
VOLATILE ORGANIC COMPOUNDS: none<C_{12}
MOLECULAR WEIGHT: Not applicable (mixture)

10. STABILITY AND REACTIVITY

CHEMICAL STABILITY: Stable
CONDITIONS TO AVOID: Direct exposure to prolonged high humidity or other moist/damp conditions may cause product to cake.

INCOMPATIBILITY WITH OTHER MATERIALS: Reacts with acids to yield carbon dioxide.

HAZARDOUS DECOMPOSITION PRODUCTS: Thermal decomposition may emit carbon dioxide, oxides of sulfur, and potassium oxide.

HAZARDOUS POLYMERIZATION: Will not occur.

MATERIAL SAFETY DATA SHEET

MSDS Number: MSDS-3 ISSUE DATE: 02/02/06 PAGE 4 OF 4

11. TOXICOLOGICAL INFORMATION

EYE EFFECTS: The 1-hour MMTS (rabbit-unw) was 16.3. Effects were fully reversible by day 7. The MMTS (unw) for a 0.5% active ingredient use dilution was 0.3 (classified as non-irritating).

SKIN EFFECTS: The primary Dermal Irritation Index (rabbit) was 0.17. The Acute Dermal LD_{50} was >5000 mg/kg. Product was not a skin sensitizer (Buehler Method).

ACUTE ORAL EFFECTS: LD_{50} (rat) was 2700 mg/kg.

INHALATION EFFECTS: LC_{50} was >2.3 mg/l.

12. DISPOSAL CONSIDERATIONS

Landfill in accordance with all local, state and federal environmental regulations. Local and state laws may differ from federal, so be sure to consult with appropriate agencies for specific rules. Dilute and drain small amounts (spill residues) to sewer or other waste handling system as local regulations permit.

13. TRANSPORTATION INFORMATION

D.O.T. SHIPPING NAME: Not regulated
TECHNICAL SHIPPING NAME: Shipped as GreenCure→
D.O.T. HAZARD CLASS: Not regulated
U.N./N.A. NUMBER: None
HAZARDOUS SUBSTANCE/RQ: None
D.O.T. LABEL: None
D.O.T. PLACARD: None

14. MISCELLANEOUS INFORMATION

Ingredients are reported in the U.S. TSCA Inventory List.

Ingredients are not listed as carcinogens or potential carcinogens by any reference source including NTP Annual Report, IARC Group I or II, OSHA 29CFR Part 1910, Subpart Z, or ACGIH Appendix A.

Contains no toxic chemicals subject to the reporting requirements of SARA Title III, Section 313.
Contains no CERCLA reportable materials.

15. MSDS REVISION SUMMARY

REASON FOR REVISION: None, Initial issue.

SUPERSEDES DATE: None

This Product Safety Data Sheet is offered solely for your information, consideration and investigation. H & I Agritech, Inc. provides no warranties, either express or implied, and assumes no responsibility for the accuracy or completeness of data contained herein. H & I Agritech, Inc. urges persons receiving this information to make their own determination as to the information suitability for their particular application.

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Magic Green

1.	**Identification of the Product and the Company** Product Name : House&Garden® Magic Green leaf strengthener Distributor : House&Garden B V Postbus 1032, NL-1300 BA Almere Emergency Phone : : +31 (0)610 939412
2.	**Composition / Information on Ingredients** Leaf strengthener guaranteed analysis Total Nitrogen (N) 0,3% (0,01% Ammoniacal Nitrogen; 0,02 Nitrate P205); available Phosphate (205) 0,7%; Soluble Potash (K20) 3,0%; Amonium Nitrate, Nitric Acid, Potassium phosphate,
3.	**Hazards** Hazardous Ingredients: None Health Hazards: None Safety Hazards: None Environmental Hazards: Keep out of surface water
4.	**First Aid Measures** Skin : Rinse thoroughly, seek medical advice if symptoms occur Eyes : Rinse thoroughly, seek medical advice if symptoms occur Ingestion : Rinse mouth thoroughly If swallowed, give plenty of water Do not induce vomiting Inhalation : None
5.	**Fire Fighting Measures** Extinguishing Media: The product itself is not combustible; in case of fire in immediate environment: all extinguishing media are permitted; preferred media are water, foam, powder, Specific Hazards : No particular measures required
6.	**Accidental Release Measures** Personal precautions: No particular measures required Environmental precautions and disposal: Discharge fire residue and fire extinguishing water in accordance with local regulations Prevent discharge to surface water/groundwater Remove with liquid binding material (e g sand, saw dust)

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Magic Green

7.	**Handling & Storage** Handling: No particular measures required. Store at a temperature between 5 and 30 degrees Centigrade. Storage: **Storage conditions:** No particular safety measures required. Store in well-ventilated, dry and frost-free area.
8.	**Exposure Control/Personal Protection** MAC value: Not determined Personal Protection: Skin : No special precautions required Eyes : Goggles are recommended. Inhalation : No special precautions required No special protective clothing required. Provide eye wash stations. Handle the product in accordance with normal professional industrial operations. Prevent direct contact with food preparation tables. After contact, immediately clean surfaces with a disinfectant.
9.	**Physical & Chemical Properties** Appearance : Dark brown fluid Odour : Mild pH : at 100g/l: 6.2 at Crystallization temperature : < Bulk density : 1.30g/l at Viscosity: Solubility in waterfully soluble
10.	**Stability & Reactivity** The product is stable under normal conditions. Conditions & Materials: Frost may cause separation of ingredients. Conditions to avoid: Reducing agents and combustible materials. Materials to avoid: Hazardous Decomposition Products: Unknown.
11.	**Toxicological Information** Acute oral LD50 : > 2,000 mg/kg Acute dermal LD50 : > 2,000 mg/kg Non-poisonous, may cause irritation in allergic persons. Symptoms: red eyes and swellings around the eyes, coughing, irritated throat and shortness of breath.
12.	**Ecological information** Ecological Toxicity: **The product is Skal certified** Ecological Properties: May lead to eutrofication in stagnant waters. Prevent discharge to surface water. Do not leave the product in the environment.

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Magic Green

13.	**Disposal Information** Remainders: Use as organic fertilizer. Product residues may be added to compost in small quantities. Container: Fully recyclable. Recommended cleaning agents: Rinse thoroughly with water. Decompose rinse water as fertilizer. General measures: Read instructions before use.
14.	**Transport Information** EC Directive (91/155 EEC) Not hazardous for transport under UN,ADR/RID/IMO Shipping information: House&Garden®***Magic Green leaf strengthener***
15.	**Regulatory Information** Labelling in compliance with EC Directives (20092/91.) R phrase: None S phrase: None
16.	**Other Information** The information provided in this Material Safety Data Sheet is to our best knowledge and belief, accurate and reliable as of the date compiled. However, no warranty or guarantee is made in this respect. It remains the user's responsibility to ensure the suitability and completeness of this information for a particular application. House&Garden B.V. does not accept liability for any damage or loss that may arise from the use of this information.

Reference: House&Garden.B.Vl/WH
Date of last issue: January 2008
Revision: 9

2011-6185
2013-05-23

Met52™ EC BIOINSECTICIDE

For Outdoor Turf and Greenhouse Uses

COMMERCIAL
EMULSIFIABLE CONCENTRATE

GUARANTEE: *Metarhizium anisopliae* Strain F52.....2.0 × 10^9 colony forming units [CFU]/mL

REGISTRATION NO: 30829 PEST CONTROL PRODUCTS ACT

WARNING - EYE AND SKIN IRRITANT
POTENTIAL SENSITIZER

Net Contents _____

Novozymes BioAg Limited
3935 Thatcher Avenue
Saskatoon, Saskatchewan, Canada
S7R 1A3
1-888-744-5662

Batch Code/Expiry Date: XXXX/dd-mm-year

READ THE LABEL BEFORE USING

PRECAUTIONS: KEEP OUT OF REACH OF CHILDREN. May cause sensitization. Keep away from food, drink and animal feed.

Causes eye irritation. DO NOT get in eyes. May cause skin irritation. Avoid contact with skin or clothing. Avoid breathing mists.

Applicators and other handlers must wear: Long-sleeved shirt and long pants, waterproof gloves, shoes and socks, eye goggles, and a dust-mist filtering respirator/mask (MSHA/NIOSH approval number prefix TC-21C) or a NIOSH approved respirator/mask with any N-95, R-95, P-95 or HE filter. Wash thoroughly with soap and water after handling. Follow manufacturer's instructions for cleaning/maintaining personal protective equipment (PPE). If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry. Do not re-enter or allow re-entry into treated areas until the spray is dried unless wearing appropriate personal protective equipment, including a long-sleeved shirt, long pants, shoes plus socks, and waterproof gloves. In addition, a dust-mist filtering respirator/mask (MSHA/NIOSH approval number prefix TC-21C) or a NIOSH approved respirator/mask with any N-95, R-95, P-95 or HE filter is required until spray mist has settled.

DO NOT APPLY BY AIR.

ENVIRONMENTAL HAZARDS: As this product is not registered for the control of pests in aquatic systems, DO NOT use to control aquatic pests.

DO NOT contaminate irrigation or drinking water supplies or aquatic habitats by cleaning of equipment or disposal of wastes.

DO NOT allow effluent or runoff from greenhouses containing this product to enter lakes, streams, ponds or other waters. For guidance contact the Provincial Regulatory Agency.

To reduce runoff from treated areas into aquatic habitats avoid application to areas with a moderate to steep slope, compacted soil, or clay.

Avoid application when heavy rain is forecast.

Contamination of aquatic areas as a result of runoff may be reduced by including a vegetative strip between the treated area and the edge of the water body.

FIRST AID:

IF SWALLOWED: Call a poison control center or doctor immediately for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give **any** liquid to the person. Do not give anything by mouth to an unconscious person.

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 – 20 minutes. Call a poison control center or doctor for treatment advice.

IF INHALED: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remo ve contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

Take container, label or product name and Pest Control Product Registration Number with you when seeking medical attention.

TOXICOLOGICAL INFORMATION: This product contains petroleum distillates. Vomiting may cause aspiration pneumonia. Treat sympto matically.

DIRECTIONS FOR USE

GENERAL: Met52 EC Bioinsecticide is composed of spores of the insect pathogenic fungus *Metarhizium anisopliae* strain F52. Once the product is sprayed onto the foliage, insects that come into contact with the fungus will become infected. The spores of *Metarhizium anisopliae* attach to the surface of the insect, germinate and begin to grow. It will penetrate the exoskeleton of the insect and grow inside the insect, causing the insect to die. Under moderate temperatures it usually takes 3 to 7 days, once the insect is exposed for death to occur. At very cold or hot temperatures death may occur more slowly.

Note: Met52 EC Bioinsecticide contains live spores that may be harmed by storage at high temperatures or held as a water suspension for more than 24 hours. See storage instructions on this label.

MODE OF ACTION AND APPLICATION TIMING: Application frequency will depend on the environment to which Met52 EC Bioinsecticide is applied and the target insects' life cycle.

Met52 EC Bioinsecticide may be used for foliar applications against labelled pests. It is best to begin applying Met52 EC Bioinsecticide at early stages of population development.

APPLICATION INTRUCTIONS

Re-entry interval: 0 hours

Pre-harvest interval: 0 hours

Mixing instructions: Shake well before using. Apply Met52 EC Bioinsecticide with conventional ground application equipment. Do not mix Met52 EC Bioinsecticide with fungicides. Met52 EC Bioinsecticide contains emulsifiers and mixes readily in water. Fill spray tank with half of the desired amount of water and start agitation. Slowly add desired amount of Met52 EC Bioinsecticide to spray tank. Add remaining desired amount of water. Triple rinse empty Met52 EC Bioinsecticide container with water and add rinse water to spray tank. Continue agitation throughout spraying. Do not mix more Met52 EC Bioinsecticide than can be applied within six hours of mixing. Do not apply fungicides near the time of application of Met52 EC Bioinsecticide.

Plant safety: Met52 EC Bioinsecticide has not been tested on all varieties of listed plant species. Test Met52 EC Bioinsecticide on a small number of plants to check for potential damage before applying to a large number of plants.

Foliar application, Greenhouse use - Apply at a rate of 0.5-5.0 L per 1000L. Use the higher application concentration when pest pressure is high. Re-apply as required. The need for and

timing of re-application should be determined by monitoring. An application interval of 5-10 days is recommended. Mix well by external mixing, in-tank mixing, or pump circulation to form emulsion. Follow spray equipment manufacturer's instructions for final spray volume to obtain adequate coverage. Do not apply at pressures above 1380 KPa (200 PSI). **Spray to wet all foliage, but avoid runoff**. **Do not apply through a thermal pulse fogger.**

CROP	PEST	APPLICATION	CONCENTRATION
Tomato	Whiteflies (reduces numbers)	foliar	0.5 – 5.0 L/1000L
Pepper, Strawberry, Zucchini	Thrips (reduces numbers)	foliar	0.5 – 5.0 L/1000L

Foliar application, Turf use - Apply at a rate of 64-96 mL/100 m^2 against hairy chinch bugs and 137-155 mL/100 m^2 against ticks. Use the higher application rate when pest pressure is high. Re-apply as required. The need for and timing of re-application should be determined by monitoring. An application interval of 4 weeks for hairy chinch bug or 3 weeks for ticks is recommended. Mix well by external mixing, in-tank mixing, or pump circulation to form emulsion. Follow spray equipment manufacturer's instructions for final spray volume to obtain adequate coverage. Do not apply at pressures above 1380 KPa (200 PSI). **Spray to wet all foliage, but avoid runoff**. **Do not apply through a thermal pulse fogger.**

CROP	PEST	APPLICATION	RATE
Turf	Hairy chinch bug (suppression)	foliar	64 - 96 mL/100m^2
	Ticks (suppression)	foliar	137 – 155 mL/100m^2

SITES FOR USE:

This product is for outdoor turf and greenhouse agricultural use.

STORAGE: Keep in original container during storage. To prevent contamination, store this product away from food or feed. Keep away from direct sunlight, fire or open flame, or other source of heat.

Met52 EC Bioinsecticide consists of living microbes. Store closed product in a cool dry place at 4°C. Unopened product has a viable shelf-life of 9 months from date of manufacture. Exposing product to temperatures in excess of the recommended storage temperature will reduce the shelf-life. Do not freeze.

DISPOSAL:
1. Triple- or pressure rinse the empty container. Add the rinsings to the treatment site.
2. Follow provincial instruction for any required additional cleaning of the container prior to its disposal.
3. Make the empty container unsuitable for further use.
4. Dispose of the container in accordance with provincial requirements.
5. For information on disposal of unused, unwanted product, contact the manufacturer or the provincial regulatory agency. Contact the manufacturer and the provincial regulatory agency in case of a spill, and for clean-up of spills.

NOTICE TO USER: This pest control product is to be used only in accordance with the directions on the label. It is an offence under the *Pest Control Products Act* to use this product in a way that is inconsistent with the directions on the label. The user assumes the risk to persons or property that arises from any such use of this product.

MATERIAL SAFETY DATA SHEET
In compliance with European Regulation (EC) n° 1907/2006 (REACH)

1 IDENTIFICATION OF THE SUBSTANCE/PRODUCT AND OF THE COMPANY/UNDERTAKING

1 1 Identification of the Substance or Preparation: MET52 Granular

1 2 Intended use of the Substance/Preparation: Dried formulation of living fungi for use as a bio-insecticide

1 3 Company/Undertaking Identification:

NOVOZYMES BIOLOGICALS FRANCE S A
Parc des Grillons
Bâtiment 6
60 Route de Sartrouville
78230 LE PECQ
FRANCE
Tel: +33 (0)1 30 15 64 19
Fax: +33 (0)1 30 15 15 45
ordersnzb@novozymes com

1 4 Emergency Telephone Number: +33 (0)1 30 15 28 40 (work hours)

2 HAZARDS IDENTIFICATION

Most Important Hazards: The preparation is not classified as dangerous according to the criteria laid down in Council Directives 67/548/EEC (annex VI from directive 2001/59/EC) and 1999/45/EC

Most Important Adverse Human Effects: Contains *Metarhizium anisopliae* var *anisopliae* F52 May have the potential to provoke sensitizing reactions

Environmental Hazards None expected The preparation is not classified as dangerous according to the criteria laid down in Council Directives 67/548/EEC (annex VI from directive 2001/59/EC) and 1999/45/EC

3 COMPOSITION/INFORMATION ON INGREDIENTS

Chemical/trade name	Quantity %	Symbols	Precaution phrase (2001/36/EC directive criteria)	CAS No	EINECS No
Metarhizium anisopliae var *anisopliae* F52	< 5%	-	May have the potential to provoke sensitising reactions	Not applicable	Not applicable

Other raw materials are either non-hazardous

4 FIRST-AID MEASURES

Exposure by inhalation: Remove victim to fresh air Seek medical attention if symptoms occur

Exposure by skin and eye contact:
Skin - Immediately wash affected area thoroughly with water Seek medical attention if irritation develops

Eyes: Immediately flush eyes with plenty of water and seek medical attention if irritation develops

Exposure by ingestion: Not harmful if swallowed

5 FIRE FIGHTING MEASURES

Suitable Extinguishing Media: Water spray, dry chemical, foam or carbon dioxide extinguishers may be used

Extinguishing media not to be used: None

Specific Exposure Hazards: None

Protective Equipment for fire-fighters: Usual ones (Full protective clothing and self-contained breathing apparatus)

6 ACCIDENTAL RELEASE MEASURES

Personal Precautions: Evacuate personnel from immediate vicinity Wear appropriate protective equipment (e g goggles, latex, vinyl, polyethylene or other types of gloves, and an half filtering mask type FFP1) Refer to section 8

Environmental Precautions: It is not anticipated to be hazardous for environment If accidentally spilled isolate the spill area and sweep the spilled material into a properly labelled container Wash the contaminated surface with water and flush residual material into sewer system Do not wash residue into surface water system (lake, stream)

Methods for Cleaning Up: Wash the contaminated surface with water and detergent Flush residual material into sewer system Do not wash residue into surface water system (lake, stream) Small releases should not pose any hazard to the local environment

7 HANDLING AND STORAGE

7 1 Handling:

Precautions:	The substance should be handled under conditions of good industrial hygiene and in accordance with any local regulations in order to avoid unnecessary exposure
Technical Measures:	The use of appropriate protective equipment is recommended (vinyl, latex, polyethylene or other type of gloves, goggles, a half filtering mask type FFP1)
Specific Requirements:	None

7 2 Storage:

Specific design for Storage rooms or vessels:	None
Incompatible Materials:	Strong acids or alkali, oxidizing compounds may inactivate biological cultures Do not store in metallic containers
Conditions of Storage:	Store at 4°C for optimum stability, or between 4°Cand 25°C Store in a cool, dry, well-ventilated area Protect from direct sunlight Keep containers tightly closed when not in use Avoid freezing temperatures and above 35 °C
Quantity Limits:	None
Packaging Materials:	Empty packaging can be recycled or reused

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

8 1 Exposure Limit Value

TLV ACGIH = 15 mg/m^3 and TWA = 5 mg/m^3

8 2 Professional exposure control

Engineering Measures:	Engineering controls such as LEV are recommended to reduce exposure to the preparation
Specific Control Parameters:	None
Personal Protective Equipment:	The provision of personal protective equipment and the need to provide engineering control measures should be decided upon by the user as part of a formal exposure risk assessment Based upon the available toxicological information the protective measures described below should be regarded as a minimum
Respiratory Protection:	If operating conditions create high airborne concentrations of this material, based upon available information and in the absence of occupational exposure limits the use of an half filtering FFP1 mask to a minimum standard of EN149 with filter conforming to standard EN 143 is recommended
Hand Protection:	Latex, vinyl, polyethylene or any types of protective gloves to a Standard EN374 should be provided
Eye Protection:	Care should be used to prevent eye exposure and eye protection should be

	used when handling the preparation The protection should be capable of giving protection as classified in EN166
Skin Protection:	Avoid skin contact; direct handling of the material should be by wearing type 5 protective clothing suitable as classified by Standard EN ISO 13982-1

9 PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Olive green granules
Odour:	musty (halide) at 21°C
pH:	5 66 at 23°C
Boiling Point/Boiling Range:	Not applicable
Melting Point/Melting Range:	Not applicable
Flash Point:	Not applicable
Flammability (Solid, Gas):	Predicted not flammable
Autoflammability:	Predicted not flammable
Explosive Properties:	Predicted not explosive
Oxidising Properties:	Not determined
Vapour Pressure:	Not applicable
Bulk Density:	0,711g/mL at 20+/- 2°C
Solubility - Water solubility:	Not soluble but suspensible in water
- Fat solubility:	Not determined
Partition coefficient n-octanol/water:	Not determined
Other Data:	None available

10 STABILITY AND REACTIVITY

Conditions to Avoid:	Excessive temperature variations, below 0°C or above 35 °C
Materials to Avoid:	Strong acids or alkali compounds may inactivate biological cultures as well as strong oxidising agents, disinfectants and biocides
Hazardous Decomposition Products:	None anticipated

11 TOXICOLOGICAL INFORMATION

11 1 Acute toxic effects

11 1 1 Ingestion, LD50 Rat oral (mg/kg):	> 5000 mg/kg bw
11 1 2 Inhalation, LC50 Rat inhalation (cfu/animal):	> 1,17 x 10^8 cfu/animal
11 1 3 Skin, LD50 Rat dermal (mg/kg)	> 2000 mg/kg bw
11 1 4 Eye/Skin irritation	Not irritant

11 2 Chronic toxic effects

11 2 1 Sensitisation — May have the potential to provoke sensitising reactions

Prolonged contact with eyes, skin and respiratory tract may cause irritation
The product is formulated using fungi specially selected from the natural environment and that are known to be non-pathogenic to humans, animals or plants It is advised to cover open wounds when in use

12 ECOLOGICAL INFORMATION

Mobility: *Metarhizium anisopliae* is widely distributed in insects and soil but not able to grow out from dead chitinous substrates into adjacent non sterile soil

Biodegradability: *Metarhizium anisopliae* is widely distributed in insects and soil but not able to grow out from dead chitinous substrates into adjacent non sterile soil Due to the rapid degradation of Dextruxins in insect cadavers it is not likely that these compounds contaminate the soil or groundwater

Accumulation: Not anticipated to bioaccumulate due to rapid degradation of dextruxin in insect cadavers Moreover *Metarhizium anisopliae* is not able to grow out from dead chitinous substrates into adjacent non sterile soil

Ecotoxicity: The preparation is not anticipated to pose any environmental hazard
Specific toxicity studies done on birds, aquatic organisms, earthworms, bees and not target arthropods did not show any effects

Other adverse effects: There is no ozone depletion, photochemical ozone creation or global warming potential Adverse effects in the sewage treatment plant are not anticipated

13 DISPOSAL CONSIDERATIONS

Waste from Residues: Dispose of by incineration, landfill or to drain in accordance with local regulations

Contaminated Packaging: Dispose of by incineration or landfill in accordance with local regulations
Empty packaging can be recycled or reused

14 TRANSPORT INFORMATION

International Regulations
Land: Not applicable
Inland waterways: Not applicable
Sea: Not applicable
Air: Not applicable

UN classification number: None

Local Regulations: Any relevant local regulations concerning transport should be observed

15 REGULATORY INFORMATION

EC Regulations: The preparation is not classified as dangerous to the requirements of Council Directives 67/548/EEC (Annex VI of 2001/59/EC) and 1999/45/EC

Classification proposal

Symbols:	None	
R-phrases:	None	
S-phrases:	S2	Keep out of reach of children
	S 24	Avoid contact with skin and eyes
	S 36/37	Wear suitable gloves and protective clothing

Microbial classification

The preparation is not deemed 'hazardous' according to the requirements of Council Directive 2000/54/EC Fungi contained in this preparation belong exclusively to the genus *Metarhizium* species *anisopliae* All are designated group 1 according to all recognized classification systems for micro-organisms

Local Regulations: Any relevant local regulations should be observed

16 OTHER INFORMATION

Sources
Detailed composition,
SDS of ingredients
ECB website http://ecb jrc it/classification-labelling/search-classlab/
ChemExpertwebsite: http://www chemexper com/index shtml?main=http://www chemexper com/search/cas/3844-45-9 html

Miscellaneous
Safety/Classification: http://www biosafety be/GB/WPProcGB html
http://www baua de/cln_135/en/Topics-from-A-to-Z/Biological-Agents/Biological-Agents html

Occupational Exposure: http://eur-lex europa eu/LexUriServ/LexUriServ do?uri=OJ:L:2009:338:0087:0089:EN:PDF
http://eur-lex europa eu/LexUriServ/LexUriServ do?uri=OJ:L:2006:038:0036:0039:EN:PDF
http://eur-lex europa eu/LexUriServ/LexUriServ do?uri=CONSLEG:2000L0039:20060301:EN:PDF

LEV: Local Exhaust Ventilation

The information contained is based on our knowledge of the product at the date of publishing It applies to the product as such In case of formulation or mixture make sure no new danger appear Users are advised of possible additional danger when the product is used in applications for which it is not intended to

Version 6: revised points 2, 7 and 16 (2010-12-21)

BASF
The Chemical Company

Safety Data Sheet
PRISTINE

Revision date : 2014/09/29 Page: 1/12
Version: 3.0 (30277930/SDS_CPA_US/EN)

1. Identification

Product identifier used on the label

PRISTINE

Recommended use of the chemical and restriction on use
Recommended use*: fungicide

* The "Recommended use" identified for this product is provided solely to comply with a US Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Other means of identification

Substance number:	97988
EPA Register number:	7969-199
Molecular formula:	C18 H12 Cl2 N2 O ; C19 H18 Cl N3 O4
Chemical family:	strobilurine, carboxylic acid amide
Synonyms:	pyraclostrobin + boscalid

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

Acute Tox.	4 (oral)	Acute toxicity
Eye Dam./Irrit.	2B	Serious eye damage/eye irritation

Label elements

Pictogram:

Signal Word:
Warning

Hazard Statement:

H320	Causes eye irritation.
H302	Harmful if swallowed.

Precautionary Statements (Prevention):

P270	Do not eat, drink or smoke when using this product.
P264	Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):

P312	Call a POISON CENTER or doctor/physician if you feel unwell.
P305 + P351 + P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P301 + P330	IF SWALLOWED: rinse mouth.
P337 + P311	If eye irritation persists: Call a POISON CENTER or doctor/physician.

Precautionary Statements (Disposal):

P501	Dispose of contents/container to hazardous or special waste collection point.

According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Emergency overview

CAUTION:
Causes eye irritation.
HARMFUL IF SWALLOWED.
HARMFUL IF ABSORBED THROUGH SKIN.
KEEP OUT OF REACH OF CHILDREN.
KEEP OUT OF REACH OF DOMESTIC ANIMALS.
Avoid contact with the skin, eyes and clothing.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

CAS Number	Content (W/W)	Chemical name
175013-18-0	< 13.0 %	pyraclostrobin
188425-85-6	< 26.0 %	Boscalid
1332-58-7	< 4.5 %	Kaolin
7631-86-9	< 0.5 %	Silicon dioxide

According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

CAS Number	Content (W/W)	Chemical name
175013-18-0	< 13.0 %	pyraclostrobin
188425-85-6	< 26.0 %	Boscalid
1332-58-7	< 4.5 %	Kaolin
7631-86-9	< 0.5 %	Silicon dioxide

	< 55.0 %	Proprietary ingredients

4. First-Aid Measures

Description of first aid measures

General advice:
First aid providers should wear personal protective equipment to prevent exposure. Remove contaminated clothing. Move person to fresh air. If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or physician for treatment advice. Have the product container or label with you when calling a poison control center or doctor or going for treatment.

If inhaled:
Remove the affected individual into fresh air and keep the person calm.

If on skin:
Rinse skin immediately with plenty of water for 15 - 20 minutes.

If in eyes:
Hold eyes open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing.

If swallowed:
Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Do not induce vomiting. Have person sip a glass of water if able to swallow.

Most important symptoms and effects, both acute and delayed

Symptoms: The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11., Further important symptoms and effects are so far not known.

Indication of any immediate medical attention and special treatment needed

Note to physician
Treatment: Treat according to symptoms (decontamination, vital functions), no known specific antidote.

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:
water spray, dry powder, foam

Unsuitable extinguishing media for safety reasons:
carbon dioxide

Special hazards arising from the substance or mixture

Hazards during fire-fighting:
carbon monoxide, Hydrogen chloride, carbon dioxide, nitrogen oxides, organochloric compounds, sulfur oxides
The substances/groups of substances mentioned can be released in case of fire.

Advice for fire-fighters
Protective equipment for fire-fighting:
Wear self-contained breathing apparatus and chemical-protective clothing.

Further information:
Evacuate area of all unnecessary personnel. Contain contaminated water/firefighting water. Do not allow to enter drains or waterways.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures
Avoid dust formation. Use personal protective clothing. Avoid contact with the skin, eyes and clothing.

Environmental precautions
Do not discharge into the subsoil/soil. Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up
Avoid raising dust. Sweep/shovel up. Place into suitable containers for reuse or disposal in a licensed facility. Spilled substance/product should be recovered and applied according to label rates whenever possible. If application of spilled substance/product is not possible, then spills should be contained, solidified, and placed in suitable containers for disposal. After decontamination, spill area can be washed with water. Collect wash water for approved disposal.

7. Handling and Storage

Precautions for safe handling
RECOMMENDATIONS ARE FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS. PESTICIDE APPLICATORS & WORKERS must refer to the Product Label and Directions for Use attached to the product for Agricultural Use Requirements in accordance with the EPA Worker Protection Standard 40 CFR part 170. Ensure adequate ventilation. Provide good ventilation of working area (local exhaust ventilation if necessary). Keep away from sources of ignition - No smoking. Keep container tightly sealed. Protect contents from the effects of light. Protect against heat. Protect from air. Handle and open container with care. Do not open until ready to use. Once container is opened, content should be used as soon as possible. Avoid dust formation. Do not return residues to the storage containers. Follow label warnings even after container is emptied. The substance/ product may be handled only by appropriately trained personnel. Avoid all direct contact with the substance/product. Avoid contact with the skin, eyes and clothing. Avoid inhalation of dusts/mists/vapours. Wear suitable personal protective clothing and equipment.

Protection against fire and explosion:
Avoid dust formation. Dust can form an explosive mixture with air. Prevent electrostatic charge - sources of ignition should be kept well clear - fire extinguishers should be kept handy. Electrical equipment should conform to national electric code. Ground all transfer equipment properly to prevent electrostatic discharge. Electrostatic discharge may cause ignition.

Dust explosion class: Dust explosion class 1 (Kst-value >0 up to 200 bar m s-1).

Conditions for safe storage, including any incompatibilities
Segregate from foods and animal feeds.

Further information on storage conditions: Keep only in the original container in a cool, dry, well-ventilated place away from ignition sources, heat or flame. Protect containers from physical damage. Protect against contamination. The authority permits and storage regulations must be observed. Keep away from heat. Protect against moisture. Protect from direct sunlight.
Protect from temperatures above: 40 °C
Changes in the properties of the product may occur if substance/product is stored above indicated temperature for extended periods of time.

8. Exposure Controls/Personal Protection

Users of a pesticidal product should refer to the product label for personal protective equipment requirements.

Components with occupational exposure limits

Silicon dioxide	OSHA PEL	TWA value 6 mg/m3 ; TWA value 0.8 mg/m3 ; The exposure limit is calculated from the equation, 80/(%SiO2), using a value of 100% SiO2. Lower percentages of SiO2 will yield higher exposure limits. TWA value 20 millions of particles per cubic foot of air ;
Kaolin	OSHA PEL	PEL 5 mg/m3 Respirable fraction ; PEL 15 mg/m3 Total dust ; TWA value 10 mg/m3 Total dust ; TWA value 5 mg/m3 Respirable fraction ;
	ACGIH TLV	TWA value 2 mg/m3 Respirable fraction ; The value is for particulate matter containing no asbestos and <1% crystalline silica.

Advice on system design:
Whenever possible, engineering controls should be used to minimize the need for personal protective equipment.

Personal protective equipment

RECOMMENDATIONS FOR MANUFACTURING, COMMERCIAL BLENDING, AND PACKAGING WORKERS:

Respiratory protection:
Wear a NIOSH approved (or equivalent) particulate respirator if ventilation is inadequate to control dust.

Hand protection:
Chemical resistant protective gloves, Protective glove selection must be based on the user's assessment of the workplace hazards.

Eye protection:
Safety glasses with side-shields. Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection:
Body protection must be chosen depending on activity and possible exposure, e.g. head protection, apron, protective boots, chemical-protection suit.

General safety and hygiene measures:
Wear long sleeved work shirt and long work pants in addition to other stated personal protective equipment. Work place should be equipped with a shower and an eye wash. Handle in accordance with good industrial hygiene and safety practice. Personal protective equipment should be decontaminated prior to reuse. Gloves must be inspected regularly and prior to each use. Replace if necessary (e.g. pinhole leaks). Take off immediately all contaminated clothing. Store work clothing separately. Hands and/or face should be washed before breaks and at the end of the shift. No eating, drinking, smoking or tobacco use at the place of work. Keep away from food, drink and animal feeding stuffs.

9. Physical and Chemical Properties

Form:	granules, extrudates	
Odour:	moderate odour, smoky	
Odour threshold:		Not determined due to potential health hazard by inhalation.
Colour:	brown	
pH value:	approx. 6 - 8	(1 %(m), 20 °C) (as suspension)
melting range:	approx. 50 °C	
Boiling point:		not applicable, The substance / product decomposes therefore not determined.
Flash point:		not applicable
Flammability:	not highly flammable	(Directive 84/449/EEC, A.10)
Lower explosion limit:		As a result of our experience with this product and our knowledge of its composition we do not expect any hazard as long as the product is used appropriately and in accordance with the intended use.
Upper explosion limit:		As a result of our experience with this product and our knowledge of its composition we do not expect any hazard as long as the product is used appropriately and in accordance with the intended use.
Vapour pressure:		negligible
Density:	approx. 1.51 g/cm3	(20 °C) (OECD Guideline 109)
	approx. 12.6016 Lb/USg	(68 °F)
Bulk density:	approx. 600 kg/m3	
Vapour density:		not applicable
Self-ignition temperature:	328 °C	(Directive 92/69/EEC, A.16)
Thermal decomposition:	172 °C carbon monoxide, carbon dioxide, nitrogen dioxide, nitrogen oxide, Hydrogen chloride, halogenated hydrocarbons, Hydrocarbons Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released.	
Viscosity, dynamic:		not applicable, the product is a solid
Solubility in water:		dispersible
Evaporation rate:		not applicable
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.	

10. Stability and Reactivity

Reactivity
No hazardous reactions if stored and handled as prescribed/indicated.

Oxidizing properties:
not fire-propagating (Directive 92/69/EEC, A.17)
Not an oxidizer.

Dust explosion class:
Dust explosion class 1 (Kst-value >0 up to 200 bar m s-1) (St 1)

Chemical stability
The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions
The product is chemically stable.
Hazardous polymerization will not occur. No hazardous reactions if stored and handled as prescribed/indicated.

Conditions to avoid
Avoid all sources of ignition: heat, sparks, open flame. Avoid extreme temperatures. Avoid prolonged exposure to extreme heat. Avoid contamination. Avoid electro-static discharge. Avoid prolonged storage. This product may form an explosive mixture if: 1. the dust is suspended in the atmosphere as a dust cloud AND 2. the concentration of the dust is above the lower explosion limit (LEL) AND 3. the limiting oxygen concentration (LOC) is exceeded.

Incompatible materials
strong acids, strong bases, strong oxidizing agents

Hazardous decomposition products

Decomposition products:
Hazardous decomposition products: No hazardous decomposition products if stored and handled as prescribed/indicated.

Thermal decomposition:
172 °C
Possible thermal decomposition products:
carbon monoxide, carbon dioxide, nitrogen dioxide, nitrogen oxide, Hydrogen chloride, halogenated hydrocarbons, Hydrocarbons
Stable at ambient temperature. If product is heated above decomposition temperature toxic vapours may be released.

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Slightly toxic after single ingestion. Slightly toxic after short-term skin contact. Relatively nontoxic after short-term inhalation.

Oral
Type of value: LD50
Species: rat
Value: approx. 1,490 mg/kg

Inhalation
Type of value: LC50
Species: rat (male/female)
Value: > 5.4 mg/l
Exposure time: 4 h

Dermal
Type of value: LD50
Species: rat
Value: > 2,000 mg/kg

Irritation / corrosion
Assessment of irritating effects: May cause slight irritation to the skin. May cause moderate but temporary irritation to the eyes.
The product has not been tested. The statement has been derived from substances/products of a similar structure or composition. May cause slight irritation to the eyes. Not irritating to the skin.

Eye
Species: rabbit
Result: moderately irritating

Sensitization
Assessment of sensitization: Skin sensitizing effects were not observed in animal studies.

modified Buehler test
Species: guinea pig
Result: Non-sensitizing.

Chronic Toxicity/Effects

Repeated dose toxicity
Assessment of repeated dose toxicity: The product has not been tested. The statement has been derived from the properties of the individual components.

Information on: Boscalid
Assessment of repeated dose toxicity: Adaptive effects were observed after repeated exposure in animal studies.

Genetic toxicity
Assessment of mutagenicity: The product has not been tested. The statement has been derived from the properties of the individual components. Mutagenicity tests revealed no genotoxic potential.

Carcinogenicity
Assessment of carcinogenicity: The product has not been tested. The statement has been derived from the properties of the individual components. The results of various animal studies gave no indication of a carcinogenic effect.

Reproductive toxicity

Assessment of reproduction toxicity: The product has not been tested. The statement has been derived from the properties of the individual components. The results of animal studies gave no indication of a fertility impairing effect.

Teratogenicity
Assessment of teratogenicity: The product has not been tested. The statement has been derived from the properties of the individual components. Animal studies gave no indication of a developmental toxic effect at doses that were not toxic to the parental animals.

Symptoms of Exposure

The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11., Further important symptoms and effects are so far not known.

Medical conditions aggravated by overexposure
Individuals with pre-existing diseases of the respiratory system, skin or eyes may have increased susceptibility to excessive exposures.

12. Ecological Information

Toxicity

Aquatic toxicity
Assessment of aquatic toxicity:
Very toxic (acute effect) to fish. Very toxic (acute effect) to aquatic invertebrates. Acutely toxic for aquatic plants.

Toxicity to fish
LC50 (96 h) 0.042 mg/l, Oncorhynchus mykiss (OECD Guideline 203)

Aquatic invertebrates
EC50 (48 h) 0.08 mg/l, Daphnia magna (OECD Guideline 202, part 1)

Aquatic plants
EC50 (72 h) 4.99 mg/l (growth rate), Pseudokirchneriella subcapitata (OECD Guideline 201)

Assessment of terrestrial toxicity
With high probability not acutely harmful to terrestrial organisms.

Other terrestrial non-mammals

Information on: pyraclostrobin
LD50 > 2,000 mg/kg, Colinus virginianus
Colinus virginianus
LC50, Anas platyrhynchos
LD50 > 100 ug/bee, Apis mellifera

Information on: Boscalid
LD50 > 2,000 mg/kg, Colinus virginianus
LC50, Colinus virginianus
LC50, Anas platyrhynchos
LD50 > 200 ug/bee, Apis mellifera

Mobility in soil

Assessment transport between environmental compartments
The product has not been tested. The statement has been derived from the properties of the individual components.

Information on: 3-Pyridinecarboxamide, 2-chloro-N-(4'-chloro[1,1'-biphenyl]-2-yl)-

Following exposure to soil, adsorption to solid soil particles is probable, therefore contamination of groundwater is not expected.

Information on: pyraclostrobin

Following exposure to soil, adsorption to solid soil particles is probable, therefore contamination of groundwater is not expected.

Additional information

Other ecotoxicological advice:
The ecological data given are those of the active ingredient. Do not release untreated into natural waters.

13. Disposal considerations

Waste disposal of substance:
Pesticide wastes are regulated. Improper disposal of excess pesticide, spray mix or rinsate is a violation of federal law. If pesticide wastes cannot be disposed of according to label instructions, contact the State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

Container disposal:
Rinse thoroughly at least three times (triple rinse) in accordance with EPA recommendations. Consult state or local disposal authorities for approved alternative procedures such as container recycling. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

RCRA:
This product is not regulated by RCRA.

14. Transport Information

Land transport
USDOT

Not classified as a dangerous good under transport regulations

Sea transport
IMDG

Hazard class:	9
Packing group:	III
ID number:	UN 3077
Hazard label:	9, EHSM
Marine pollutant:	YES
Proper shipping name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (contains BOSCALID, PYRACLOSTROBIN)

Air transport
IATA/ICAO

Hazard class:	9
Packing group:	III
ID number:	UN 3077
Hazard label:	9, EHSM
Proper shipping name:	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (contains BOSCALID, PYRACLOSTROBIN)

15. Regulatory Information

Federal Regulations

Registration status:

Crop Protection	TSCA, US	released / exempt
Chemical	TSCA, US	blocked / not listed

EPCRA 311/312 (Hazard categories): Acute; Chronic

State regulations

State RTK	CAS Number	Chemical name
MA, PA	1332-58-7	Kaolin
MA, NJ, PA	7631-86-9	Silicon dioxide

CA Prop. 65:
WARNING: THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER.

Labeling requirements under FIFRA

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label.

CAUTION:
Causes eye irritation.
HARMFUL IF SWALLOWED.
HARMFUL IF ABSORBED THROUGH SKIN.
KEEP OUT OF REACH OF CHILDREN.
KEEP OUT OF REACH OF DOMESTIC ANIMALS.
Avoid contact with the skin, eyes and clothing.

16. Other Information

SDS Prepared by:
BASF NA Product Regulations
SDS Prepared on: 2014/09/29

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE , IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, INFORMATION, DATA OR DESIGNS PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DESCRIPTIONS, DESIGNS, DATA, AND INFORMATION FURNISHED BY OUR COMPANY HEREUNDER ARE GIVEN GRATIS AND WE ASSUME NO OBLIGATION OR LIABILITY FOR THE DESCRIPTION, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.
END OF DATA SHEET

PYGANIC 5.0%

MATERIAL SAFETY DATA SHEET

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PyGanic® Crop Protection EC 5.0 ii

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: PyGanic® Crop Protection EC 5.0 ii
PRODUCT DESCRIPTION: An Insecticide for Organic Crop Protection
PRODUCT CODE: 007444A, EPA REG. NO. : 1021-1772
ACTIVE INGREDIENT(S): Pyrethrins

MANUFACTURER
McLaughlin Gormley King Company
8810 10th Avenue North
Minneapolis, MN 55427
Product Stewardship: (888) 740-8712
Alternate Emergency Phone: (952) 852-9509
Service Number: (763) 544-0341
Alternate Customer Service: (800) 645-6466

24 HR. EMERGENCY TELEPHONE NUMBERS
CHEMTREC U.S. and CANADA:(800) 424-9300
CHEMTREC All Other Areas:(703) 527-3887
Emergency Phone:(888) 740-8712

COMMENTS: MGK® Hours of operation are 8:00 am to 4:30 pm CST, 14:00 to 22:30 GMT.

For information regarding MEDICAL EMERGENCIES or PESTICIDE INCIDENTS, call 24 hours a day at 1-888-740-8712.

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

IMMEDIATE CONCERNS: CAUTION. Harmful if swallowed or absorbed through the skin. Causes moderate eye irritation. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals. Avoid contact with skin, eyes, and clothing.
Applicators and other handlers must wear: Coveralls over a short-sleeved shirt and short pants. Chemical-resistant gloves, such as, Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton. Chemical-resistant footwear plus socks. Chemical-resistant headgear for overhead exposure. A chemical-resistant apron when cleaning equipment, mixing, or loading.

POTENTIAL HEALTH EFFECTS

EYES: Causes moderate eye irritation.

SKIN: Can cause skin irritation. Can cause a burning or prickling sensation on more sensitive areas (face, eyes, mouth). Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.

SKIN ABSORPTION: Harmful if absorbed through the skin.

INGESTION: Harmful if swallowed.

INHALATION: Excessive inhalation may be irritating to the respiratory tract.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

CHRONIC EFFECTS: None known.

COMMENTS: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

3. COMPOSITION / INFORMATION ON INGREDIENTS

Chemical Name	Wt.%	CAS	EINECS
Pyrethrins	5	8003-34-7	232-319-8

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COMMENTS: Ingredients not identified are proprietary or non-hazardous. Values are not product specifications.

4. FIRST AID MEASURES

EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

SKIN: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

INGESTION: If swallowed, IMMEDIATELY call a poison control center or doctor for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or a doctor. Never give anything by mouth to an unconscious person.

INHALATION: Remove affected person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

NOTES TO PHYSICIAN: For skin effects, a highly efficient therapeutic agent for pyrethrin exposure is topical application of tocopherol acetate (Vitamin E).

5. FIRE FIGHTING MEASURES

FLASHPOINT AND METHOD: > 93.3°C (200°F) TAG Closed Cup

FLAMMABLE CLASS: This product is NOT classified as flammable or combustible by OSHA.

EXTINGUISHING MEDIA: Foam, carbon dioxide or dry chemical.

HAZARDOUS COMBUSTION PRODUCTS: Under fire conditions this product may support combustion and may decompose to give off toxic gases such as carbon monoxide, carbon dioxide, and nitrogen oxides.

FIRE FIGHTING PROCEDURES: Treat as an oil fire. Use a full-faced self-contained breathing apparatus along with full protective gear. Keep nearby containers and equipment cool with a water stream.

6. ACCIDENTAL RELEASE MEASURES

SMALL SPILL: Stop release, if possible without risk. Dike or contain release, if possible, and if immediate response can prevent further damage or danger. Isolate and control access to the release area. Take actions to reduce vapors. Absorb with appropriate absorbent such as sand, or vermiculite. Clean spill area of residues and absorbent.

LARGE SPILL: Stop release, if possible without risk. Dike or contain release, if possible, and if immediate response can prevent further damage or danger. Isolate and control access to the release area. Take actions to reduce vapors. Collect product into drums, storage tanks, etc., via drains, pumps, etc. Absorb with appropriate absorbent such as sand or vermiculite. Clean spill area of residues and absorbent.

ENVIRONMENTAL PRECAUTIONS

WATER SPILL: Contains Pyrethrins, which are toxic to fish and other aquatic invertebrates. Contaminated absorbent and wash water should be disposed of according to local, state, and federal regulations.

7. HANDLING AND STORAGE

HANDLING: Wear coveralls over a short-sleeved shirt and short pants. Wear chemical-resistant gloves, such as, Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton. Wear chemical-resistant footwear plus socks. Wear chemical-resistant headgear for overhead exposure. Wear a chemical-resistant apron when cleaning equipment, mixing, or loading. Do not contaminate water, feed, or food by storage, handling, or disposal. Read and observe all precautions and instructions on the label.

STORAGE: Store in a warm, dry place. Keep container closed. Always store pesticides in the original container. Store

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away from food and pet-food.

KEEP OUT OF REACH OF CHILDREN.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE GUIDELINES

OSHA HAZARDOUS COMPONENTS (29 CFR1910.1200)					
		EXPOSURE LIMITS			
		OSHA PEL		ACGIH TLV	
Chemical Name		ppm	mg/m³	ppm	mg/m³
Pyrethrins	TWA		5		5

ENGINEERING CONTROLS: Ventilate treatment area thoroughly before re-entry.

PERSONAL PROTECTIVE EQUIPMENT

EYES AND FACE: Take prudent precautions to avoid contact with eyes. Wear chemical-resistant headgear for overhead exposure.

SKIN: Wear chemical-resistant gloves such as Barrier Laminate, Neoprene Rubber, Nitrile Rubber, or Viton, and wear protective clothing.

PROTECTIVE CLOTHING: Wear coveralls over a short-sleeved shirt and short pants. Wear chemical-resistant footwear plus socks. Wear a chemical-resistant apron when cleaning equipment, mixing, or loading.

WORK HYGIENIC PRACTICES: DO NOT SMOKE, EAT, OR DRINK, OR APPLY COSMETICS IN WORK AREA! Wash promptly if skin becomes contaminated. Wash at the end of each work shift and before eating, smoking, or using the toilet.

OTHER USE PRECAUTIONS: AGRICULTURAL USE REQUIREMENTS:

Use this product only in accordance with its labeling and with the Woker Protection Standard, 40 CFR, Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on the label about personal protective equipment (PPE), and restricted-entry interval. The requirements listed below only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:
Coveralls over a short-sleeved shirt and short pants;
Chemical-resistant gloves, such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton;
Chemical-resistant footwear plus socks; and Chemical-resistant headgear for overhead exposure.

COMMENTS: NON-AGRICULTURAL USE REQUIREMENTS:

The requirements in this section apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR, Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Keep unprotected persons out of treated areas until sprays have dried.

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Wear protective clothing when using or handling this product to help avoid exposure to eyes and skin. Eye protection, gloves, a long-sleeved shirt and long-pants are recommended.

Allow spray to dry before allowing adults, children, or pets on treated areas.

For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE: Liquid
ODOR: Sweet surfactant odor.
APPEARANCE: Clear, amber-brown colored liquid.
pH: 5.9
Notes: @ 5% in water.
VAPOR DENSITY: Heavier than air.
FREEZING POINT: Not Available
FLASHPOINT AND METHOD: > 93.3°C (200°F) TAG Closed Cup
SOLUBILITY IN WATER: Partially miscible in water.
SPECIFIC GRAVITY: 0.932 (Water = 1) at 20°C (68°F)
VISCOSITY #1: 34.8 CPS at 24°C (75.2°F) Brookfield
(VOC): < 1.000 %

10. STABILITY AND REACTIVITY

STABLE: Yes
HAZARDOUS POLYMERIZATION: No
CONDITIONS TO AVOID: Not compatible with strong acids or bases. Not compatible with strong oxidizers.

11. TOXICOLOGICAL INFORMATION

ACUTE

DERMAL LD_{50}: > 2000 mg/kg
Notes: Albino rabbit.
ORAL LD_{50}: > 2000 mg/kg
Notes: Albino rat.
INHALATION LC_{50}: The Acute Inhalation LC_{50} of this material places it in EPA Toxic Category IV.

EYE EFFECTS: Irritation clearing within 48 hours.
SKIN EFFECTS: Slight irritation at 72 hours. Primary Irritation Index = 1.3.
SENSITIZATION: Positive
COMMENTS: None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as being carcinogens.

Carcinogenicity/ Oncogenicity - Slightly elevated incidences of benign tumors of the thyroid and liver were seen in rats following lifetime administration of high doses of Pyrethrins. Further detailed scientific studies into the mode of action

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responsible for these effects show that:
1) Because of biological species differences, the rat thyroid tumors are not relevant to humans.
2) The rat liver tumors occur in animals *only* at doses greatly exceeding human exposure levels and that cause cell proliferation (mitogenesis).
Based on these data, the USEPA has classified Pyrethrins as "Not Likely to be Carcinogenic to Humans," at doses that do not cause a mitogenic response in the liver/ cell proliferation. Thus, Pyrethrins can be considered to be non-carcinogenic at exposure levels relevant to human use of Pyrethrins-containing products.

12. ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION: This pesticide is highly toxic to fish. For terrestrial uses, do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift from treated areas may be hazardous to organisms in adjacent aquatic sites. Do not contaminate water when disposing of equipment washwaters. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans or other waters, unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not discharge effluent containing this product into sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA.

13. DISPOSAL CONSIDERATIONS

DISPOSAL METHOD: To avoid wastes, use all material in the container by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program (NOTE: such programs are often run by state or local governments, or by industry).

EMPTY CONTAINER: Non-refillable container. DO NOT reuse or refill this container.

Triple-rinse container (or equivalent) promptly after emptying. Then, offer for recycling if available, or puncture and dispose of container in a sanitary landfill.

Triple-rinse as follows for containers less than < 5 gallons (< 18.9 L) or less: Empty the remaining contents into application equipment or a mix-tank and drain for 10 seconds after the flow begins to drip. Fill the container $^1/_4$ full with water and re-cap. Shake for 10 seconds. Pour rinsate into application equipment or a mix-tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times.

Pressure-rinse as follows for containers greater than > 5 gallons (> 18.9 L) too large to shake: Empty the remaining contents into application equipment or a mix-tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix-tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 p.s.i. for at least 30 seconds. Drain for 10 seconds after the flow begins to drip.

RCRA/EPA WASTE INFORMATION: This product contains the following RCRA/CERCLA Hazardous wastes/substances:

Component, RCRA ID#, CERCLA RQ:
Pyrethrins, N/A, 1 Lb.

14. TRANSPORT INFORMATION

DOT (DEPARTMENT OF TRANSPORTATION)

PROPER SHIPPING NAME: Environmentally Hazardous Substance, Liquid, N.O.S. RQ (Pyrethrins)

PRIMARY HAZARD CLASS/DIVISION: 9

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UN/NA NUMBER: UN3082

PACKING GROUP: III

REPORTABLE QUANTITY (RQ) UNDER CERCLA: 1 Lb.

OTHER SHIPPING INFORMATION: This material is not regulated as a hazardous material by the DOT in quantities less than 20 Lbs.
Shipping name for quantities less than 20 Lbs.:
Insecticides, Insect or Animal Repellents, Liquid, N.O.S.

AIR (ICAO/IATA)

SHIPPING NAME: Environmentally Hazardous Substance, Liquid, N.O.S. RQ (Pyrethrins)

UN/NA NUMBER: UN3082

PRIMARY HAZARD CLASS/DIVISION: 9

PACKING GROUP: III

VESSEL (IMO/IMDG)

SHIPPING NAME: Not Available

15. REGULATORY INFORMATION

UNITED STATES

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

FIRE: No **PRESSURE GENERATING:** No **REACTIVITY:** No **ACUTE:** Yes

313 REPORTABLE INGREDIENTS: This product contains no SARA Title III Section 313 chemicals that exceed the reporting limits.

302/304 EMERGENCY PLANNING

EMERGENCY PLAN: There are no SARA Title III Section 302 extremely hazardous substances present in this formulation (40 CFR 355).

See Section 13 of this MSDS for the components that are subject to emergency requirements under CERCLA Section 103(a)(40 CFR 302.4).

TSCA (TOXIC SUBSTANCE CONTROL ACT)

TSCA STATUS: All chemical substances found in this product comply with the Toxic Substances Control Act's inventory reporting requirements.

REGULATIONS

STATE REGULATIONS:
VOLATILE ORGANIC COMPOUNDS (VOC):

This product contains less than 1% VOC's.

16. OTHER INFORMATION

REVISION SUMMARY: Revision #: 3. This MSDS replaces the February 03, 2010 MSDS., , Any changes in information are as follows: In Section 4: Firstaid - IngestionIn Section 7: StorageIn Section 13: Empty Container, Disposal

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HMIS RATING

HEALTH:	2
FLAMMABILITY:	1
PHYSICAL HAZARD:	1
PERSONAL PROTECTION:	

HMIS RATINGS NOTES: We assign HMIS ratings to this product based on the hazards of its ingredients(s). Since the customer is most aware of the applications and conditions of use, he or she must ensure that the proper Personal Protective Equipment is provided, consistent with the information contained in Section's 7 and 8 of this MSDS.

COMMENTS: The data contained herein are based on information currently available to McLaughlin Gormley King Company and, to the best of our knowledge, are accurate and based on sound expert opinion. Our statements herein, however, are not to be taken as a warranty or representation for which McLaughlin Gormley King Company assumes legal responsibility.

MSDS Prepared by T. Azzivitto

Document Control Number: MBI-SDS-0004
Revision: 2
Date Issued: June 27 2014

SAFETY DATA SHEET

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME:	**REGALIA®** (synonym: MBI-106O5)
REGISTRATION NO:	84059-3
MANUFACTURER:	Marrone Bio Innovations
ADDRESS:	2121 Second Street, Suite B-107 Davis CA, 95618
EMERGENCY PHONE:	**INFOTRAC Chemical Response System** **US and Canada 1-800-535-5053 (24 hours)** **International 1-352-323-3500 (24 hours)**
OTHER CALLS:	Marrone Bio Innovations 530-750-2800 (9am to 5 pm PST)
FAX PHONE:	Marrone Bio Innovations 530-750-2808
PRODUCT USE:	Bio-based fungicide

SECTION 2: HAZARDS IDENTIFICATION

HAZARD CLASSIFICATION: This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

EMERGENCY OVERVIEW: Potential eye and skin irritant

HAZARD SYMBOLS:

Pictogram

Signal Word **Warning**

HAZARD STATEMENT:

H316	Causes mild skin irritation
H320	Causes eye irritation

ENVIRONMENTAL HAZARD STATEMENT

H402	Harmful to aquatic life.

PRECAUTIONARY STATEMENTS

Prevention

P261	Avoid breathing fume/mist/vapors/spray
P281	Use personal protective equipment as required.
P284	Wear respiratory protection

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Response	
P332 + 313	If skin irritation occurs: Get medical attention
P305 + P351 + P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Disposal	
P501	Dispose of in accordance with all applicable local, regional, national, and international regulations.

POTENTIAL ROUTES OF ENTRY: Oral, eye, and inhalation.

CARCINOGENICITY:

OSHA: Not listed ACGIH: Not listed NTP: Not listed. IARC: Not listed

Physical State: liquid Odor: grass-like, spicy Color: brown

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

ACTIVE INGREDIENT:
Reynoutria spp. Extract

CAS NO. None % WT 5 EXPOSURE LIMITS None Established

SYNONYM: MBI-106-O5

OTHER INGREDIENTS:
Water and other inert ingredients; USDA National Organic Program Compliant

SECTION 4: FIRST AID MEASURES

EYES: Hold eye open and rinse slowly and gently with water for at least 15 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eyes. Do not use an eye ointment. Call poison control center or doctor for treatment advice.

SKIN: Remove contaminated clothing. Rinse skin immediately with plenty of water for at least 15-20 minutes. Call a poison control center or doctor for treatment advice.

INGESTION: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to by a poison control center or physician. Do not give anything by mouth to an unconscious person.

INHALATION: Remove person to fresh air. If the person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for treatment.

SECTION 5: FIRE-FIGHTING MEASURES

FLAMMABLE LIMITS IN AIR, (% BY VOLUME)
UPPER: Not applicable.
LOWER: Not applicable.

SAFETY DATA SHEET

IGNITABILITY: 205 °F or 96 °C
METHOD USED: METHOD USED: SW 1010

AUTOIGNITION TEMPERATURE: Not applicable.

NFPA HAZARD CLASSIFICATION
HEALTH: 1 FLAMMABILITY: 1 REACTIVITY: 0

HMIS HAZARD CLASSIFICATION
HEALTH: 1 FLAMMABILITY: 1 REACTIVITY: 0

EXTINGUISHING MEDIA: Use Foam, Carbon Dioxide, or Dry Chemical extinguishers.

SPECIAL FIRE FIGHTING PROCEDURES: None

UNUSUAL FIRE AND EXPLOSION HAZARDS: None

HAZARDOUS DECOMPOSITION PRODUCTS: Carbon dioxide, carbon monoxide, smoke, fumes, and hydrocarbons and terpenes.

SECTION 6: ACCIDENTAL RELEASE MEASURES

ACCIDENTAL RELEASE MEASURES: Wear suitable clothing such as eye protection, long-sleeved shirt, pants and shoes with socks. If spilled, contain - prevent run off into drains and waterways. Absorb liquid with an inert absorbent material. Seal absorbent material in a closed labeled container and dispose of in accordance with local ordinances.

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Store in the closed, original container in a well-ventilated area out of direct sunlight. Keep containers closed when not in use. Empty container completely and dispose of in accordance with all applicable federal, state and local environmental regulations.

OTHER PRECAUTIONS: No special precautions.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Spill controls should be provided for working with large quantities.

VENTILATION: No TLV assigned. Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors and aerosols below the exposure levels. Ensure that eyewash stations and safety showers are proximal to the work-station location.

RESPIRATORY PROTECTION: Vapor respirator. Be sure to use an approved/certified respirator or equivalent.

EYE PROTECTION: Safety goggles or glasses with side shields advisable when handling liquid.

SKIN PROTECTION: Wear gloves made of Latex or other impervious material.

SAFETY DATA SHEET

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: Clothing to prevent prolonged skin contact as needed such as long-sleeved shirt, long pants and shoes with socks.

WORK HYGIENIC PRACTICES: Wash any contamination from skin or eyes immediately. Wash hands and exposed skin before eating, drinking, smoking, after work, or using the toilet.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE:	Liquid
COLOR:	Brown
ODOR:	Straw-like; spicy
pH:	5.0- 6.0
DENSITY:	1.0 g/ml
SOLUBILITY IN WATER:	Miscible in water
BOILING POINT/RANGE:	Not determined
FREEZING/MELTING POINT:	Not determined
FLASH POINT:	Not determined
EVAPORATION RATE:	Not determined
FLAMMABILITY (SOLID. GAS):	Not determined
UPPER FLAMMABILITY LIMITS:	Not determined
LOWER FLAMABILITY LIMITS:	Not determined
VAPOR PRESSURE:	Not determined
VAPOR DENSITY:	Not determined
RELATIVE DENSITY:	Not determined
SOLUBILITY IN OTHER SOLVENTS:	Not determined
PARTITION COEFFICIENT:	Not determined
AUTOIGNITION TEMPERATURE:	Not determined
DECOMPOSITION TEMPERATURE:	Not determined
KINEMATIC VISCOSITY:	Not determined
DYNAMIC VISCOSITY:	Not determined
EXPLOSIVE PROPERTIES:	Not determined
OXIDIZING PROPERTIES:	Not determined

SECTION 10: STABILITY AND REACTIVITY

STABILITY: Stable.
INCOMPATIBILITY (MATERIAL TO AVOID): None known
HAZARDOUS DECOMPOSITION OR BY-PRODUCTS: None known
HAZARDOUS POLYMERIZATION: Not known to occur
CONDITIONS TO AVOID (POLYMERIZATION): None

SECTION 11: TOXICOLOGICAL INFORMATION

WARNING: This product causes eye irritation. This product causes mild skin irritation.

ACUTE ORAL TOXICITY LD_{50}:	>5000 mg/kg (rat). Category 4
ACUTE DERMAL TOXICITY LD_{50}:	>5000 mg/kg (rabbit). Category 4

SAFETY DATA SHEET

ACUTE INHALATION LC_{50}:	>2.11 mg/L (rat). Category 4
EYE IRRITATION:	Minimally irritating (rabbit). Category 2B
SKIN IRRITATION:	Slightly irritating (rabbit). Category 3
SKIN SENSITIZATION:	Non-sensitizing (guinea pigs). Category 4

SECTION 12: ECOLOGICAL INFORMATION

This product poses acute toxicity to freshwater fish.

Avian Acute Oral Toxicity:	Bobwhite quail. LD50 >2000 mg/kg-bw. Non-toxic. Category 5
Toxicity to freshwater aquatic life:	Fathead minnow (96-hour acute) LC_{50}> 10.18 mg/L. Category 3 Rainbow trout (96-hour) EC_{50} = 17.885 mg/L Category 3 *Daphnia magna* (48-hour acute) EC_{50} = 50.0 mg/L AI. Category 3 Freshwater algae (72-hour acute) EC_{50} = 54.61 mg/L Category 3

Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash water or rinsate.

Minimize drift from the application site and contact people, structures people occupy at any time and the associated property, parks and recreation areas, non-target crops, aquatic and wetland areas, woodlands, pastures, rangelands, or animals.

Bioconcentration potential: This material is not expected to bioconcentrate in organisms.

SECTION 13: DISPOSAL CONSIDERATIONS

Do not reuse containers. Dispose of in accordance with all applicable federal, state, and local environmental regulations.

SECTION 14: TRANSPORTATION INFORMATION

U.S. DOT: Not Regulated

IATA DGR: Not regulated

IMDG: Not Regulated

Freight Classification: Fungicide. See NMFTA code.

SECTION 15: REGULATORY INFORMATION

This chemical is a pesticide product registered by the United States Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazardous information required for safety data sheets (SDS), and for workplace labels of non-pesticide chemicals. The hazard information required on the pesticide label is reproduced below. The pesticide label also includes other important information, including directions for use.

Marrone Bio Innovations

Document Control Number: MBI-SDS-0004
Revision: 2
Date Issued: June 27 2014

SAFETY DATA SHEET

CAUTION

Causes moderate eye irritation

INTERNATIONAL REGULATIONS
TSCA: Exempt

U.S. FEDERAL REGULATIONS
CERCLA: Not applicable.

SARA TITLE III HAZARD CLASSIFICATION SECTIONS 311 AND 312:

Immediate (acute) Health:	None
Delayed (chronic) Health:	None
Fire:	None
Sudden Release of Pressure:	None
Reactivity:	None

SARA 313: Not determined

U.S. STATE REGULATIONS: None

US STATE RIGHT-TO-KNOW REGULATIONS: None

SECTION 16: OTHER INFORMATION

SPECIAL HAZARDS: Not Determined

Date Issued:	June 27 2014
Revision Date:	2
Revision Note:	Edited sections 2 and 12

DISCLAIMER: IN NO EVENT SHALL MARRONE BIO INNOVATIONS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES. THE DATA PROVIDED IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED AS A COMPREHENSIVE GUIDE CONCERNING HAZARDS THAT MAY BE ASSOCIATED WITH THIS PRODUCT. USER ASSUMES ALL RESPONSIBILITY FOR FOLLOWING PROPER SAFTEY PROTOCOL AND CONSULTING TRAINED PERSONNEL FOR CONTROL AND CONTAINMENT.

ZeroTol® 2.0

MATERIAL SAFETY DATA SHEET

1. IDENTIFICATION
Product Name: ZeroTol 2 0 ®
Product Type Bactericide / Fungicide
Manufacturer
BioSafe Systems, LLC
22 Meadow St., East Hartford, CT 06108
Creation Date: 07,2012

EPA Registration No. 70299-12
EPA Establishment No. 067441-IL-001

2. HAZARDOUS COMPONENTS

Hydrogen Dioxide	..7722-84-1
Peroxyacetic Acid	..79-21-0

3. HEALTH HAZARDS DATA
Health effects to over exposure to CONCENTRATE
•Corrosive to mucous membranes, eyes and skin.
•The seriousness of the lesions and the prognosis of intoxication depend directly on the concentration and duration of exposure.

Skin May cause TEMPORARY skin discoloration and irritation.
Eyes May cause severe eye damage.
If Swallowed: HARMFUL OR FATAL: Causes chemical burns of mouth, throat and stomach.
• Corrosive to gastrointestinal tract
• Paleness and cyanosis of the face
• Excessive fluid in the mouth and nose
• Bloating of stomach and belching
• Nausea and vomiting
• Risk of chemical pneumonitis and pulmonary edema
If Inhaled: Vapors or mist can cause irritation. People with asthma or other lung problems may be more affected.

4. FIRST AID
General Recommendations
• In case of product splashing in eyes, treat eyes first
• Submerge soiled clothing in water
• Contact physician in all cases

Eyes Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.
Skin Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.
If Swallowed: Call poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.
If Inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call poison control center or doctor for treatment advice. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1 800 222.1222 for emergency treatment information.

NOTE TO PHYSICIAN Probable mucosal damage may contraindicate the use of gastric lavage.

5. FIRE AND EXPLOSION DATA
Special Fire Hazards Product (concentrate) can decompose and will release oxygen thereby adding to the fire hazard.
Fire Fighting Methods: Product is not flammable and can be quickly diluted with clean water. Oxidizing Agent may cause spontaneous ignition with oxidizing agents.

6. SPILL OR LEAK PROCEDURES
Cleanup: Rinse small amounts to drain when possible. Dike or dam large spills, pump to containers or soak in inert absorbent. Flush residue to sanitary sewer, rinse area thoroughly with clean water. Avoid materials that are incompatible with concentrate.
Waste Disposal Consult state and local authorities for restrictions on disposal of chemical wastes. Unused product (concentrate) is classified as a (D002) by RCRA criteria.

7. HANDLING AND STORAGE
• Never return product back to the original container
• Keep concentrate away from reactive substances
• Prevent contact with organic materials
• Keep product in original container
• Store in cool, ventilated area
• Keep out of direct sunlight
• Never use metal containers or spigots
• Use vented container
• Warn personnel of dangers of concentrated product

8. EXPOSURE CONTROLS / PERSONAL PROTECTION
Respiratory: Avoid breathing mists or vapors of concentrate.
Eyes: Use chemical splash goggles when handling concentrate. For continued severe exposure, wear a face shield over the goggles.
Skin Rubber gloves - protective or gauntlet type preferred when handling concentrate. Use aprons.
ACGIH TLV: 1 PPM 8 HOUR TWA 1.4 mg/m3 TWA
OSHA PEL: 1 PPM 8 HOURS TWA 1.4 mg/m3 TWA
Respiratory Protection
• NIOSH approved full-face respirator for excessive conditions
• Hand gloves for handling concentrate = butyl rubber
• Eye protection - chemical proof goggles/face shield for splash risk
• Skin protection - coveralls when handling concentrate

9. PHYSICAL AND CHEMICAL PROPERTIES
Appearance: Clear, colorless liquid
Odor: Pungent
Freezing Point: -30°C (-22°F)
Boiling Point: Not applicable, product decomposes
Specific Gravity: 1.10
pH: 0 96
Solubility Complete
Decomposition Temperature self-accelerating decomposition temperature > 55°C

10. STABILITY AND REACTIVITY
Stability: Stable under normal conditions, with slow oxygen release
Conditions to Avoid: Heat / Direct Sunlight
Materials to Avoid: Acids Bases Reducing Agents Organic Materials Metals Salts of Metals

11. TOXICOLOGICAL INFORMATION
Acute Toxicology
• Acute oral toxicity: LD50, rat 3,622 mg/kg. Test substance: 5 6% PAA, 26.9% H_2O_2, 7 6% HOAc solution
• Acute dermal toxicity: LD50, rabbit, 1040 mg/kg. Test substance: 4 89% PAA, 19.72% H_2O_2, 10% HOAc solution
• Acute inhalation toxicity: LC50, rat > 5 35 mg/L for four hour exposure. Test substance: 4.5% PAA, 27% H_2O_2, 16.7% HOAc solution
• Primary eye irritation: rabbit, severely irritating or corrosive. Test substance: 2% PAA solution
• Primary dermal irritation: rabbit, severe irritant. Test substance: 2% PAA solution
Chronic Toxicity
• Dermal = >0.12% solution, irritating effect
• Inhalation = > 5 mg/m3, irritant
• Route of entry = Inhalation / ingestion

12. ECOLOGICAL INFORMATION
Toxic to simple cell and aquatic organisms.
Danger to the environment limited due to product properties.
• No bioaccumulation
• Soil degradation = 99% in 20 minutes
• Considerable abiotic and biotic degradability
• Sediments = Non-significant adsorption
• Weak persistence of degradation products
• Degradation products = water & oxygen

Acute Ecotoxicity
• Fish, Rainbow trout LC50, 48 hours > 40 mg/L
• Crustaceans, EC 50,48 hours 126 8 mg/l 1 mg/ L
• Bacteria, Pseudomonas aeruginosa, EC 100, 5 minutes, 5mg/L

13. DISPOSAL CONSIDERATIONS
• Store in original containers in a cool, well-vented area, away from direct sunlight. Do not allow product to become overheated in storage. This may cause increased degradation of the product, which will decrease product effectiveness. In case of spill, flood area with large quantities of water. Do not store in a manner where cross-contamination with other pesticides or fertilizers could occur.
• Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. Open dumping is prohibited. If wastes cannot be disposed of according to label directions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.
• Triple rinse (or equivalent). Then offer for recycling or dispose in a sanitary landfill, or incineration, if allowed by state and local authorities by burning. Stay out of smoke.

14. TRANSPORT INFORMATION
DOT Shipping Name: Hydrogen peroxide and peroxyacetic acid mixture stabilized.
UN Number: 3149
Hazard Class: 5.1
Primary Hazard Label: Oxidizer
Subsidiary Risk Label: Corrosive
Packing Group: II
Shipping Container: UN Certified vented polyethylene. 2.5, 5, 30, 55 and 275 gallon polyethylene drums

15. REGULATORY INFORMATION
TSCA Inventory List: YES
CERCLA Hazardous Substance (40 CFR 302)
Listed substance: NO
Unlisted Substance: YES
Characteristic: Corrosive
Reportable Quantity: Hydrogen Dioxide 1000 lbs., Peroxyacetic Acid 500 lbs.
Reporting requirements under CERCLA section 103 for mixtures of hazardous substances (as specified in 40 CFR 302.6(b)) need to be followed.
NFPA Rating Health – 2 Flammability – 0 Reactivity – 3 Special – OXY
HMIS Rating Health – 2 Flammability – 0 Reactivity – 2 PPE - Required
Canadian WHMIS Classification
C – Oxidizing E – Corrosive F – Dangerously Reactive

16. OTHER INFORMATION
To the extent of our knowledge, the information herein is accurate as of the date of this document. However, neither BioSafe Systems nor any of its affiliates make any warranty, expressed or implied, or accept any liability in connection with the information or its use. The information is for use by technically skilled persons at their own discretion and risk. This is not a license or a patent. The user alone must finally determine suitability of any information or material for any contemplated use, the manner or use and whether any patents are infringed.

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GASES

MSDS-ExHale Homegrown CO2

Manufacturer: Garden City Fungi- Missoula, MT

MATERIAL SAFETY DATA SHEET — 16 Sections

SECTION 1 — CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identifier-ExHale Homegrown CO2			
Product Use-Carbon Dioxide enrichment for indoor gardening			
Manufacturer's Name-Garden City Fungi		Supplier's Name-Garden City Fungi	
Street Address-PO Box 1591		Street Address-PO Box 1591	
City-Missoula	State-MT	City-Missoula	State-MT
Postal Code-59806	Emergency Telephone-406-626-5757	Postal Code-59806	Emergency Telephone-406-626-5757
Date MSDS Prepared-December 30, 2013	MSDS Prepared By-Glen Babcock	Phone Number 406-626-5757	

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

Hazardous Ingredients *(specific)-N/A*	%	CAS Number	LD_{50} of Ingredient *(specify species and route*	LC_{50} of Ingredient *(specify species)*

SECTION 3 — HAZARDS IDENTIFICATION

Potential Health Effects- None

SECTION 4 — FIRST AID MEASURES

Skin Contact-Not irritating
Eye Contact-Not irritating
Inhalation-Low concentrations are not harmful. ExHale CO2 is a passive delivery system and will not cause harmful concentrations of carbon dioxide.
Ingestion-Not a relevant route of exposure (gas).

SECTION 5 — FIRE FIGHTING MEASURES

Flammable ☐ Yes X No	If yes, under which conditions?	
Means of Extinction		
Flashpoint (°C) and Method	Upper Flammable Limit (% by volume)	Lower Flammable Limit (% by volume)
Auto Ignition Temperature (°C)	Explosion Data — Sensitivity to Impact	Explosion Data — Sensitivity to Static Discharge

SECTION 6 — ACCIDENTAL RELEASE MEASURES

Remove bag from area and provide fresh air for 10 minutes.

SECTION 7 — HANDLING AND STORAGE

Store bags out of box with filter patch up above substrate level.

SECTION 8 — EXPOSURE CONTROL / PERSONAL PROTECTION

Not applicable go on to section 9

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

Physical State-Mycelial substrate	Odor and Appearance-no odor, whitish appearance	Odor Threshold (ppm)-N/A
Specific Gravity-N/A	Vapor Density (air = 1)-N/A	Vapor Pressure (mmHg)-N/A
Evaporation Rate-N/A	Boiling Point (°C)-N/A	Freezing Point (° C)-N/A
pH-7.5	Coefficient of Water/Oil Distribution-N/A	[Solubility in Water]-N/A

SECTION 10 — STABILITY AND REACTIVITY

Chemical Stability XYes ☐No	If no, under which conditions?
Incompatibility with Other Substances ☐ Yes XNo	If yes, which ones?
Reactivity, and under what conditions-N/A	
Hazardous Decomposition Products-N/A	

SECTION 11 — TOXICOLOGICAL INFORMATION

Effects of Acute Exposure- low concentrations are not harmful.	
Effects of chronic exposure- N/A	
Irritancy of Product-N/A	
Skin sensitization-N/A	Respiratory sensitization-N/A
Carcinogenicity-IARC-N/A	Carcinogenicity - ACGIH-N/A
Reproductive toxicity-N/A	Teratogenicity-N/A
Embrotoxicity-N/A	Mutagenicity-N/A
Name of synergistic products/effects-N/A	

SECTION 12 — ECOLOGICAL INFORMATION

N/A

SECTION 13 — DISPOSAL CONSIDERATIONS

Compostable substrate. Recyclable polypropylene bag.

SECTION 14 — TRANSPORT INFORMATION

Transport at a temperature of between 40-90 degrees Fahrenheit.

SECTION 15 — REGULATORY INFORMATION

N/A	

This product has been classified in accordance with the hazard criteria of the Hazard Communication Standard (HCS) and the MSDS contains all of the information required by OSHA.

SECTION 16 — OTHER INFORMATION

NUTRIENTS & OTHER CHEMICALS

MSDS SHEETS

PRODUCT NAME: CalMag™

1. **INGREDIENTS:** Sulfates and nitrates of calcium, magnesium.

2. **PHYSICAL DATA:**

Physical Form: Liquid

Boiling Point: 100 C

Vap Press: N/A

Vap Density: N/A

Sol in Water: Completely soluble

Evaporation Rate: N/A

Appearance: Dark amber-colored liquid

Odor: None

3. **FIRE AND EXPLOSION HAZARD DATA:**

Flash Point: N/A

Method Used: N/A

FLAMMABLE LIMITS:

LFL: N/A

UFL: N/A

EXTINGUISHING MEDIA: This product is not combustible. Use any appropriate medium for extinguishing surrounding fires.

4. **REACTIVITY DATA:**

STABILITY: Stable.

POLYMERIZATION: Will not occur.

Conditions to Avoid: Water of crystallization from applicable components driven off at approximately 235° Fahrenheit / 113° Celsius.

Materials to Avoid: Solutions can be corrosive to metals. Avoid strong oxidizing and reducing agents.

Hazardous Decomposition Products: None.

5. ENVIRONMENTAL AND DISPOSAL INFORMATION:

ACTION TO TAKE FOR SPILLS OR LEAKS: Wear protective equipment, including rubber boots, rubber gloves, rubber apron and chemical goggles. For small spills, sweep up and dispose of in DOT-appr oved waste containers. Comply with all applicable governmental regulations on spill reporting, and handling and disposal of waste.

6. FIRST AID:

IF INHALED: Remove to fresh air.

IN CASE OF EYE CONTACT: Flush eyes with a lot of running water.

IN CASE OF SKIN CONTACT: Wash skin with lots of soap and water. Remove contaminated clothing and shoes. Get medical attention if irritation persists.

IF SWALLOWED: Do not induce vomiting. Consult a physician.

7. HEALTH HAZARD INFORMATION:

PRIMARY ROUTES OF EXPOSURE: Skin or eye contact, swallowed.

SIGNS AND SYMPTOMS OF EXPOSURE:

Eye Contact: May moderately irritate eyes.

Skin Contact: May irritate damp skin.

Swallowed: Swallowing may result in abdominal discomfort.

CHRONIC EFFECTS OF EXPOSURE: No specific information available.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: None known.

8. HANDLING PRECAUTIONS:

EXPOSURE GUIDELINE:

VENTILATION: Local mechanical exhaust ventilation at the point of use.

RESPIRATORY PROTECTION: NIOSH-Approved dust and vapor respirator or mask in the absence of adequate environmental controls at the point of use.

PROTECTIVE CLOTHING: Long-sleeved shirt, trousers, safety shoes and gloves.

EYE PROTECTION: Chemical goggles.

OTHER PROTECTIVE MEASURES: An eyewash and safety shower should be nearby and ready for use.

Material Safety Data Sheet

Issue Date March 2006

Company Details:

Company name:	Hydrodynamics International, Inc.
Address:	5711 Enterprise Drive Lansing. MI 48911
Phone:	517 887-2007
Fax;	517 887-2008
Email:	info@hydrodynamicsintl.com

Identification:

Product Name: **Clonex Clone Solution**
Product Use: Concentrated solution of mineral nutrients for plants in all stages of propagation.

Ingredients: Water, mineral salts, trace elements

Hazards Identification:

Skin contact: may irritate skin
Eye contact: may irritate eyes
Swallowing: may cause discomfort

Concentrated solution can pollute streams and watercourses.

First Aid Measures:

Skin contact: wash skin with plenty of clean water as soon as possible.
Eye contact: Irrigate eye continuously with plenty of water until irritation stops.
Swallowing: Drink plenty of water. If vomiting, seek medical help immediately.

Fire Fighting Measures: Not Applicable

Accidental Release Measures: Wear rubber gloves and eye protection in case of splashes.

Handling and Storage: Store in cool place.

Exposure Controls / Personal Protection:
Hand protection: Using rubber gloves is recommended.
Eye protection: Wear safety goggles.

Physical & Chemical Properties:

Appearance:	Brown liquid
Odor:	None
pH:	3.5
Solubility:	Fully soluble
Other data:	Conductivity: 200S/cm

Stability & Reactivity:
Avoid extreme temperatures.

Toxicology Information:
Health effects: No known ill effects.

Ecological Considerations:
Plant nutrients can be damaging to the environment in their concentrated form.

Disposal Considerations:
Flush container with clean water and dispose of responsibly.

Transport Information:
Not applicable.

Regulatory Information:
Not applicable.

Other Information:
Published in accordance with Regulation 6 of the Chemicals (Hazard Information and Packaging for Supply) Regulations 1994.
The information above is believed to be accurate and represents the best information currently available to us. It is the user's obligation to evaluate and use this product safely and to comply with all relevant Federal, State and Local Government laws and regulations. Hydrodynamics International Inc. shall not be responsible for loss, damage or injury resulting from reliance upon or failure to adhere to any recommendations or information contained herein, from abnormal use of the material, or from any hazard inherent in the nature of the material.

REVISION DATE: 19/02/2008

GROWTH TECHNOLOGY LTD

SAFETY DATA SHEET

According to 1907/2006/EC, article 31 (REACH)

CLONEX

1 IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND COMPANY/UNDERTAKING

PRODUCT NAME	Clonex Rooting Hormone Gel (Purple)
MAP PRODUCT NUMBER (UK)	10676
SYNONYMS, TRADE NAMES	Clonex
SUPPLIER	Growth Technology Ltd. Unit 66, Taunton Trading Estate Taunton TA2 6RX United Kingdom Phone +44 1823 325291 Fax +44 1823 325487 info@growthtechnology.com
EMERGENCY TELEPHONE	+44 1823 325291 (office hours only)

2 HAZARDS IDENTIFICATION

Clonex improves the root formation in plants and is used for the propagation of plant cuttings. it contains indole butyric acid as the active ingredient, 2-hydroxyethylcellulose as viscosifier and crystal violet dye as colourant; these components are dissolved in water.

Indole butyric acid is a plant growth regulator.
2-Hydroxyethylcellulose is a viscosifier.
Crystal Violet Dye is a colourant.

CLASSIFICATION
Indole butyric acid is classified as an Agricultural Chemical and Pesticide. Mutagenic.
Crystal Violet Dye is classified as harmful, carcinogenic, irritant and dangerous to the environment.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Name	EC-No	CAS-No	Content	Classification
2-hydroxyethylcellulose		9004-62-0	1.2%	
indole butyric acid	205-101-5	133-32-4	0.3%	R25
crystal violet dye	208-953-6	548-62-9	0.0012%	
water			>98%	

The Full Text for all R-Phrases are Displayed in Section 16

COMPOSITION COMMENTS
The Data shown are in accordance with the latest EC Directives

1

DISCLAIMER

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

REVISION DATE: 19/02/2008

4 FIRST-AID MEASURES

INGESTION
If the person affected is conscious, have them drink large quantities of water, after which vomiting should be induce by a properly qualified person. Never give anything by mouth to an unconscious person.
Seek immediate medical assistance.

SKIN CONTACT
Remove contaminated clothing and wash skin with soap and plenty of running water.
Seek medical assistance.

EYE CONTACT
Rinse immediately eye with plenty of low pressure water for at least 15 minutes.
Remove any contact lenses.
Seek medical assistance.

5 FIRE-FIGHTING MEASURES

EXTINGUISHING MEDIA
The product is non combustible.
To extinguish fire use water spray, dry chemical, carbon dioxide, or chemical foam.

SPECIAL FIRE FIGHTING PROCEDURES
None.

UNUSUAL FIRE & EXPLOSION HAZARDS
None.

SPECIFIC HAZARDS
None.

PROTECTIVE MEASURES IN FIRE
Wear full protective clothing and MSHA/NIOSH-approved self-contained breathing apparatus with full face piece operated in the pressure demand or other positive pressure mode.

6 ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS
See section 8.

ENVIRONMENTAL PRECAUTIONS
Take precautionary measures against discharges into the environment.

SPILL CLEAN UP METHODS
Sweep up or absorb spilled material, then place into a suitable closed container for disposal as chemical waste.
Flush spill area with water. Product is slippery.

7 HANDLING AND STORAGE

USAGE PRECAUTIONS
Avoid contact with eyes, skin or clothing.
Wash thoroughly after handling and before eating, drinking or smoking.

STORAGE PRECAUTIONS
To protect product quality, store in sealed container out of direct sunlight.

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REVISION DATE: 19/02/2008

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

PROTECTIVE EQUIPMENT
Protective gloves, safety goggles and protective clothing.

RESPIRATORY EQUIPMENT
Not applicable

HAND PROTECTION
Protective gloves should be used if there is the risk of direct contact or splash.

EYE PROTECTION
Wear approved safety goggles.

HYGIENE MEASURES
Wash at the end of each work shift and before eating, drinking, smoking or using the toilet.

SKIN PROTECTION
Wear apron or protective clothing in case of danger of contact.

9 PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE	aqueous viscous solution with a slight odour
COLOUR	purple
BOILING POINT	about 100 degrees Celcius
SPECIFIC GRAVITY	approximately 1
pH – VALUE	7.0 – 8.0

10 STABILITY AND REACTIVITY

STABILITY
Stable under normal temperature conditions and recommended use.

MATERIALS TO AVOID
None

HAZARDOUS DECOMPOSITION PRODUCTS
None

11 TOXICOLOGICAL INFORMATION

GENERAL
The toxicological properties of indole butyric acid have not been fully investigated.

TOXIC DOSE 1 – LD50 (ORAL, RAT)

Indole butyric acid (undiluted)	>500 mg/kg
Crystal violet dye	420 mg/kg

DISCLAIMER

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REVISION DATE: 19/02/2008

INGESTION
Indole butyric acid: toxic if swallowed. May cause irritation of the digestive track.
Crystal violet dye: harmful if swallowed.
2-hydroxyethyl cellulose: may cause mild irritation of the digestive track if swallowed in large amounts.

SKIN CONTACT
May cause irritation.

EYE CONTACT
May cause irritation.

12 ECOLOGICAL INFORMATION

ECOTOXICITY
Crystal Violet Dye is very toxic to aquatic organisms and may cause long term effects in the aquatic environment. It is however only present in this Product in a very low concentration.

WATER HAZARD CLASSIFICATION
none

13 DISPOSAL CONSIDERATIONS

GENERAL INFORMATION
Place into a suitable closed container for disposal as chemical waste.

DISPOSAL METHODS
Dispose of in accordance with local and national regulations.

14 TRANSPORT INFORMATION

GENERAL
The product is not covered by international regulations on the transport of dangerous goods (IMDG, IATA, ADR/RID)

PACKAGING
50ml, 250ml, 1L, 5L, 25L.

15 REGULATORY INFORMATION

LABELLING	none	
CONTAINS	indole butyric acid, crystal violet dye	
RISK PHRASES	R25	Toxic if swallowed
SAFETY PHRASES	S26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advise
	S36/37	Wear suitable protective clothing and gloves
	S45	In case of accident or if you feel unwell seek medical advice immediately (show the label where possible)

UK REGULATORY REFERENCES
Chemicals (Hazard Information & Packaging) Regulations. The Control of Substances Hazardous to Health Regulations 1988. Health and Safety at Work Act 1974.

ENVIRONMENTAL LISTING

DISCLAIMER

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

REVISION DATE: 19/02/2008

Control of Pollution Act 1974.

EU DIRECTIVES
System of specific information relating to Dangerous Preparations. 2001/58/EC. Dangerous Preparations Directive 1999/45/EC.

STATUTORY INSTRUMENTS
Notification of New Substances Regulations (NONS) 1993. The Export and Import of Dangerous Chemicals Regulations 2005 number 928.

APPROVED CODE OF PRACTICE
Classification and Labelling of Substances and Preparations Dangerous for Supply (EU 2001/59/EC). Safety Data Sheets for Substances and Preparations (REACH)

GUIDANCE NOTES
Workplace Exposure Limits EH40. Introduction to Local Exhaust Ventilation HS(G)37. CHIP for everyone HSG(108).

NATIONAL REGULATIONS
The Chemicals (Hazard Information and Packaging for Supply) Regulations 2002. No. 1689.
Workplace Exposure Limits 2005 (EH40).
The Carriage of Dangerous Goods and use of transportable pressure equipment regulations 2004.
Control of Substances hazardous to health regulations 2002 (as amended).

16 OTHER INFORMATION

ISSUED BY HS&E Manager

REVISION DATE: 19/02/2008

RISK PHRASES IN FULL
R25 Toxic if swallowed

DISCLAIMER

This information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process. Such information is, to the best of the company's knowledge and belief, accurate and reliable as of the date indicated. However, no warranty guarantee or representation is made to its accuracy, reliability or completeness. It is the user's responsibility to satisfy himself as to the suitability of such information for his own particular use.

DYNA-GRO™ The Nutrition Solution®

MSDS
Material Safety Data Sheet

Trade Name/Synonym	: **Dyna-Gro K-L-N Concentrate**
Date Prepared	: December 1, 2012
Chemical Name	: K-L-N Rooting Concentrate
Formula	: Mixture (see Section 3: Ingredients)
EPA Registration	: 87394-3

Section 1: Manufacturer or Supplier

Dyna-Gro Nutrition Solutions, 2775 Giant Road, Richmond, CA 94806, (800) 396-2476 Emergency (510) 233-0254

Section 2: Hazardous Ingredients

Contains no hazardous mixtures

Section 3: Physical Data & Ingredients

Physical State at STP	: Liquid	Percent Volatile	: N/A
Boiling Point	: 212° F	Vapor Pressure	: 0 22 mm/Hg
Specific Gravity	: 1 03	Solubility in Water	: Miscible
Vapor Density	: 13 3	Melting Point	: 32° F
Evaporation Rate	: N/A	Appearance & Odor	: Clear odorless liquid

Ingredient	Formula	%	CAS#	Exposure limits in air: ACGIH TLV: OHSA PEL:
Mono-Ammonium Phosphate	$NH_4H_2PO_4$	<1%	7722-76-1	Not Established
Mono-Potassium Phosphate	KH_2PO_4	<1%	7778-77-0	Not Established
Ammonium Nitrate	NH_4NO_3	<1%	6484-52-2	Not Established
Potassium Nitrate	KNO_3	<1%	7757-79-1	Not Established
Potassium Hydroxide	KOH	<0 071%	1310-58-3	Not Established
1-Naphthalene acetic Acid	$C_{10}H_7CH_2COOH$	<0 12%	86-87-3	Not Established
3-Indole Butyric Acid	$C_{12}H_{13}NO_2$	<0 073%	133-32-4	Not Established
2-Bromo-2-Nitro-1 3-propanediol	$C_3H_6BrNO_4$	<0 01%	52-51-7	Not Established

Section 4: Fire & Explosion Hazard Data

Flash Point	: Non Flammable
Auto-Ignition Temp (Lower)	: N/A
Auto-Ignition Temp (Upper)	: N/A
Flammable Limits in Air	: N/A
Extinguishing Media to Use	: Dry Chemicals, CO_2, Water or Water Base Foam
Special Fire Fighting Equipment	: Wear protective clothing & breathing unit
Unusual Fire & Explosion Risk	: None

Section 5: Reactivity Hazard Data

Stability	: Stable
Incompatibility	: None known
Hazardous Decomposition	: Decomposition will not occur
Hazardous Polymerization	: Polymerization will not occur

Section 6: Health Hazard Data

Effects of Over-Exposure: Prolonged contact with skin may cause irritation Contact with eyes and respiratory tract may cause irritation If swallowed, may cause distress, cramping, vomiting and hypertension

Section 6: Health Hazard Data---continued

Health Hazards: Acute: Burns to skin, eyes and nasal passages, cramps and vomiting if swallowed.
Chronic: Irritation to skin and mucus membranes.

Carcinogenicity: Not a carcinogen.

Emergency First Aid:

Skin Exposure . . . . . : Take off contaminated clothing. Rinse skin with plenty of water for 15-20 minutes. Call a poison control center or physician immediately for treatment advise.

Eye Exposure . . . . . : Immediately flush eyes with plenty of water for 15-20 minutes. Remove contact lens, if present, after first 5 minutes. Call a physician.

If Swallowed . . . . . : Call a poison control center or physician immediately for treatment advise. Sip a glass of water. Do not induce vomiting.

If Inhaled. . . . . : Remove to fresh air. If person in not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or physician immediately for treatment advise.

Section 7: Spill or Leak Procedures

Environmental Hazard . . . . . .: Do not apply directly to bodies water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment wash waters.

Steps to take if Spill Occurs . . . . . : Flush with hose or mop up and dispose of according to local, state and federal regulations.

Waste Disposal Method. . . . . : Dispose of all waste according to local, state and federal regulations. Mix with water and dispose of in approved landfill.

Section 8: Special Protection Information

Respiratory Protection . . . . . : None
Ventilation . . . . . : Local and mechanical
Eye Protection . . . . . : Protective eyewear
Protective Gloves . . . . . : Chemical-resistant gloves.
Other Protective Equipment . . . . . : Long-sleeved shirt and long pants; shoes plus socks

Section 9: Handling & Storage Conditions

Storage Temperature (Min./Max.) . . . . : 35 F / 60 F
Shelf Life . . . . . : 1 year
Handling Precautions . . . . . : Do not drink, get in eyes, on skin or on clothing. Avoid breathing vapor. Wash thoroughly with soap and water after handling.
Storage Precautions . . . . . .: Keep in tightly closed container. Loosen container cautiously. Store in a cool area, away from sunlight.

The information contained herein is provided in good faith and is believed to be correct and equivalent to OSHA Form 174, as of the date hereof, but is issued without guarantee Since conditions of use are beyond our control, user assumes all responsibility and risk

GENERAL HYDROPONICS KOOLBLOOM (POWDER)

Conforms to ANSI Z400.1-2004 Standard - United States

genhydro.com

Date : 07/15/2014
Version : 1

Material Safety Data Sheet

KoolBloom™ Ripening Formula

1. Product and company identification

Product name : KoolBloom™ Ripening Formula

Material uses : Hydroponic plant nutrient.

Supplier/Manufacturer : General Hydroponics
PO BOX 1576
Sebastopol CA 95472
Tel: (707) 824-9376
Fax: (707) 824-9377

MSDS authored by : KMK Regulatory Services Inc.

In case of emergency : CHEMTREC, U.S. : 1-800-424-9300 International: +1-703-527-3887 (24/7)

2. Hazards identification

Emergency overview

Physical state : Solid. [Powder.]

Color : Pink.

Odor : No odor.

Signal word : WARNING!

Hazard statements : CAUSES EYE AND SKIN IRRITATION. CONTAINS MATERIAL THAT CAN CAUSE TARGET ORGAN DAMAGE.

Precautionary measures : Do not breathe dust. Do not eat, drink or smoke when using this product. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling.

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Routes of entry : Dermal contact. Eye contact. Inhalation. Ingestion.

Potential acute health effects

Inhalation : No known significant effects or critical hazards.

Ingestion : No known significant effects or critical hazards.

Skin : Irritating to skin.

Eyes : Irritating to eyes.

Potential chronic health effects

Chronic effects : Contains material that can cause target organ damage. Repeated or prolonged inhalation of dust may lead to chronic respiratory irritation.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

2. Hazards identification

Target organs : Contains material which may cause damage to the following organs: gastrointestinal tract, eyes.

Over-exposure signs/symptoms

Inhalation : Adverse symptoms may include the following:
respiratory tract irritation
coughing

Ingestion : No known significant effects or critical hazards.

Skin : Adverse symptoms may include the following:
irritation
redness

Eyes : Adverse symptoms may include the following:
pain or irritation
watering
redness

Medical conditions aggravated by overexposure : Pre-existing disorders involving any target organs mentioned in this MSDS as being at risk may be aggravated by over-exposure to this product.

See toxicological information (Section 11)

3. Composition/information on ingredients

Name	CAS number	%
Ammonium dihydrogenorthophosphate	7722-76-1	10 - 30
Potassium Chloride	7447-40-7	5 - 10

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

4. First aid measures

Eye contact : Check for and remove any contact lenses. Immediately flush eyes with plenty of water for at least 20 minutes, occasionally lifting the upper and lower eyelids. Get medical attention immediately.

Skin contact : In case of contact, immediately flush skin with plenty of water for at least 20 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention if symptoms occur.

Inhalation : Move exposed person to fresh air. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. Get medical attention if symptoms occur.

Ingestion : Wash out mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention if symptoms occur.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

5. Fire-fighting measures

Flammability of the product : No specific fire or explosion hazard.

Extinguishing media

Suitable : Use dry chemical powder.

Not suitable : Do not use water jet or water-based fire extinguishers.

Special exposure hazards : Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
nitrogen oxides
Sulfur oxides
phosphorus oxides
halogenated compounds
metal oxide/oxides

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

6. Accidental release measures

Personal precautions : Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing dust. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment (see Section 8).

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods for cleaning up

Spill : Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Avoid creating dusty conditions and prevent wind dispersal. Prevent entry into sewers, water courses, basements or confined areas. Avoid dust generation. Do not dry sweep. Vacuum dust with equipment fitted with a HEPA filter and place in a closed, labeled waste container. Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

7. Handling and storage

Handling : Put on appropriate personal protective equipment (see Section 8). Eating, drinking and smoking should be proh bited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. Do not ingest. Avoid contact with eyes, skin and clothing. Avoid breathing dust. Avoid the creation of dust when handling and avoid all possible sources of ignition (spark or flame). Prevent dust accumulation. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Electrical equipment and lighting should be protected to appropriate standards to prevent dust coming into contact with hot surfaces, sparks or other ignition sources. Empty containers retain product residue and can be hazardous. Do not reuse container.

Storage : Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompat ble materials (see Section 10) and food and drink. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

8. Exposure controls/personal protection

Ingredient	Exposure limits
Ammonium dihydrogenorthophosphate	**ACGIH TLV (United States).** TWA: 5 mg/m³ 8 hours. Form: Dust

Recommended monitoring procedures : If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Engineering measures : Use only with adequate ventilation. If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Ensure that eyewash stations and safety showers are close to the workstation location.

Personal protection

Respiratory : Use a properly fitted, particulate filter respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Hands : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.

Eyes : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles. If operating conditions cause high dust concentrations to be produced, use dust goggles.

Skin : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation.

9. Physical and chemical properties

Physical state : Solid. [Powder.]

Color : Pink.

Odor : No odor.

pH : 5 [@ 1g/L]

Solubility : Soluble in water.

HOUSE AND GARDEN BUD XL

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Bud XL

1. Identification of the Product and the Company

Product Name	:	House&Garden® Bud XL
Distributor	:	House&Garden B V Postbus 1032, NL-1300 BA Almere
Emergency Phone	:	+31 (0)610 939412

2. Composition / Information on Ingredients

Growth stimulator guaranteed analysis
Total Nitrogen (N) 0,1% (0,07% Ammoniacal Nitrogen; 0,03% Nitrate Nitrogen);
available Phosphate (P205) 0,3%; Soluble Potash (K20) 0,2
Non-plant food ingredients
Derived from: Nitric acid, Potassium Hydroxide, Phosphoric

3. Hazards

Hazardous Ingredients : None
Health Hazards : None
Safety Hazards : None
Environmental Hazards: None

4. First Aid Measures

Skin : Rinse thoroughly, seek medical advice if symptoms occur
Eyes : Rinse thoroughly, seek medical advice if symptoms occur
Ingestion : Rinse mouth thoroughly If swallowed, give plenty of water Do not induce vomiting
Inhalation : None

5. Fire Fighting Measures

Extinguishing Media: The product itself is not combustible; in case of fire in immediate environment: all extinguishing media are permitted; preferred media are water, foam,

Specific Hazards : No particular measures required

6. Accidental Release Measures

Personal precautions:
No particular measures required

Environmental precautions and disposal:
Product may be discharged to sewer; read local regulations

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Bud XL

13.	**Disposal Information**	
	Remainders	: Use as organic fertilizer. Product residues may be added to compost in small quantities.
	Container	: Fully recyclable.
	Recommended cleaning agents	: Rinse thoroughly with water. Decompose rinse water as fertilizer.
	General measures	: Read instructions before use.

14. Transport Information

EC Directive (91/155 EEC)
Not hazardous for transport under UN,ADR/RID/IMO
Shipping information: House&Garden***®Bud XL flowering stimulator***

15. Regulatory Information

Labelling in compliance with EC Directives (20092/91.)
R phrase: None
S phrase: None

16. Other Information

The information provided in this Material Safety Data Sheet is to our best knowledge and belief, accurate and reliable as of the date compiled. However, no warranty or guarantee is made in this respect. It remains the user's responsibility to ensure the suitability and completeness of this information for a particular application. House&Garden B.V. does not accept liability for any damage or loss that may arise from the use of this information.

Reference: House&Garden.B.Vl/WH
Date of last issue: January 2008
Revision: 9

(EN)
EC FERTILIZER
(2002 C 51 E /C0.20.7.) MATERIAL SAFETY DATA SHEET

House&Garden®Dripclean

1. Identification of the Product and the Company

Product Name	:	Dripclean
Distributor	:	House&Garden B V Postbus 1032, NL-1300 BA Almere
Emergency Phone	:	+31 (0)610 939412

2. Composition / Information on Ingredients

Cleaning agent guaranteed analysis
Available Phosphate (P205) 24,0%; Soluble Potash (K20) 8%

Derived from:
Phosphoric acid anhydride, Potassium oxide

3. Hazards

Causes irritation pH-neutral

Skin	: Irritating,
Eyes	: Irritating,
Ingestion	: May irritate throat and cause gastrointestinal irritation or nausea
Inhalation	: None
Fire	: non-combustible

4. First Aid Measures

Skin	: Remove contaminated clothing, thoroughly wash exposed area with water or take shower, seek medical advice
Eyes	: Flush with water for at least 15 minutes and seek medical advice
Ingestion	: Rinse mouth with water and seek medical advice or go to hospital
Inhalation	: n a

5. Fire Fighting Measures

Extinguishing Media	: The product itself is not combustible; in case of fire in immediate environment: all extinguishing media are permitted; preferred media are water spray, foam, , dry ice
Unsuitable Extinguishing Media	: Water jet
Specific Hazards	: In case of fire, cool storage tanks and containers with water spray to prevent decomposition

6. Accidental Release Measures

Personal precautions:
Avoid contact with skin and eyes

Environmental precautions and disposal:
Avoid environmental distribution Do not discharge to sewer or surface water

(EN)
EC FERTILIZER
(2002 C 51 E /C0.20.7.) MATERIAL SAFETY DATA SHEET

House&Garden®Dripclean

7.	**Handling & Storage** Handling: Keep out of reach of children Not for internal use, avoid contact with skin and eyes Irritates the skin, mucous membranes, eyes and gullet Wear suitable protective clothing In case of contact with skin or eyes, wash immediately with plenty of water Technical precautions: safety shower and eye shower stations Store at a temperature between 7 and 30 degrees Centigrade Storage: Storage conditions: Take all necessary precautions to prevent contamination in case of damaged containers Store the containers onto drip trays or barrier material to prevent product from being discharged to the sewer or the surface water
8.	**Exposure Control/Personal Protection** Personal Protection: Skin : Gloves, protective clothing Eyes : Eye goggles Inhalation : n a
9.	**Physical & Chemical Properties** Appearance : Bright, colourless fluid Odour : None pH : <6-7 Crystallization temperature : < Bulk density : 1 30 kg/l at Solubility in water : fully soluble
10.	**Stability & Reactivity** Conditions to avoid: do not expose to heat Temperatures in excess of 200°C may cause decomposition and release poisonous nitrate vapours Materials to avoid: metals, alkalis Suitable materials: plastics, pvc
11.	**Toxicological Information** n a
12.	**Ecological Information** Larger quantities of Dripclean are water contaminant

13.	**Disposal Information** Soiled containers : Rinse with water, contact distributor/manufacturer on reuse. Remainders/unused product: Neutralise with water. Mix residues with soil or sand before disposal. Ensure that disposal is in compliance with local regulations.

14.	**Transport Information** EC FERTILIZER (2002 C 51E /C.2.7.) ADR/RID none Shipping information: Dripclean.
15.	**Regulatory Information** Labelling in compliance with EC Directives (2002 C 51E /C0.20.7.) Slightly irritating
16.	**Other Information** The information provided in this Material Safety Data Sheet is to our best knowledge and belief, accurate and reliable as of the date compiled. However, no warranty or guarantee is made in this respect. It remains the user's responsibility to ensure the suitability and completeness of this information for a particular application. House&Garden B.V. does not accept liability for any damage or loss that may arise from the use of this information.

Reference: House&Garden.B.Vl/WH
Date of last issue: January 2008
Revision: 9

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Multi Zyme

1. Identification of the Product and the Company

Product Name	:	House&Garden® Multi zyme
Distributor	:	House&Garden B V Postbus 1032, NL-1300 BA Almere
Emergency Phone	:	+31 (0)610 939412

2. Composition / Information on Ingredients

Growth stimulator guaranteed analysis
Total Nitrogen (N) 0 5% (0 06% Ammoniacal Nitrogen; 0,44% Nitrate Nitrogen);
available Phosphate (P205) 0 1%; Soluble Potash (K20
Non-plant food ingredients
Derived from: Nitric acid, Potassium Hydroxide, Phosphoric

3. Hazards

Hazardous Ingredients: None
Health Hazards: None
Safety Hazards: None
Environmental Hazards: None

4. First Aid Measures

Skin	: Rinse thoroughly, seek medical advice if symptoms occur
Eyes	: Rinse thoroughly, seek medical advice if symptoms occur
Ingestion	: Rinse mouth thoroughly If swallowed, give plenty of water Do not induce vomiting
Inhalation	: None

5. Fire Fighting Measures

Extinguishing Media : The product itself is not combustible; in case of fire in immediate environment: all extinguishing media are permitted; preferred media are water, foam,

Specific Hazards : No particular measures required

6. Accidental Release Measures

Personal precautions:
No particular measures required

Environmental precautions and disposal:
Product may be discharged to sewer; read local regulations

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Multi Zyme

7.	**Handling & Storage** Handling: No particular measures required Store at a temperature between 5 and 30 degrees Centigrade Storage: **Storage conditions:** No particular safety measures required Store in well-ventilated, dry and frost-free area
8.	**Exposure Control/Personal Protection** MAC value: Not determined Personal Protection: Skin : No special precautions required Eyes : Goggles are recommended Mildly alkaline, may cause irritation of eyes or skin Inhalation : No special precautions required No special protective clothing required Provide eye wash stations Handle the product in accordance with normal professional industrial operations Prevent direct contact with food preparation tables After contact, immediately clean surfaces with a disinfectant
9.	**Physical & Chemical Properties** Appearance : Braun fluid Odour : Herbaceous, strongly fragrant pH : at 100g/l: 7-8 at Crystallization temperature : < Bulk density : 1 10-1 15 kg/dm3 Viscosity: Solubility in water: fully soluble
10.	**Stability & Reactivity** The product is stable under normal conditions Conditions & Materials: Frost may cause separation of ingredients Conditions to avoid : Reducing agents and combustible materials Materials to avoid : Hazardous Decomposition Products: Unknown
11.	**Toxicological Information** Acute oral LD50 : Unknown Acute dermal LD50 : Unknown Non-poisonous, may cause irritation in allergic persons Symptoms: red eyes and swellings around the eyes, coughing, irritated throat and shortness of breath
12.	**Ecological information** LC50(fish)>100mg/l,EC50(daphnia)>100mg/l and IC50(algae)>100 mg/l Ecological Toxicity: Permitted in ecological production Ecological Properties: Growth Stimulator: high concentrations may cause plant burns

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Multi Zyme

13. Disposal Information

Remainders: Use as organic fertilizer Product residues may be added to compost in small quantities
Container: Fully recyclable

Recommended cleaning agents: Rinse thoroughly with water Decompose rinse water as fertilizer

General measures: Read instructions before use

14. Transport Information

EC Directive (91/155 EEC)
Not hazardous for transport under UN,ADR/RID/IMO
Shipping information: House&Garden®***Multi zyme Growth Stimulator***

15. Regulatory Information

Labelling in compliance with EC Directives (20092/91)
R phrase: None
S phrase: None

16. Other Information

The information provided in this Material Safety Data Sheet is to our best knowledge and belief, accurate and reliable as of the date compiled However, no warranty or guarantee is made in this respect It remains the user's responsibility to ensure the suitability and completeness of this information for a particular application House&Garden B V does not accept liability for any damage or loss that may arise from the use of this information

Reference: House&Garden B Vl/WH
Date of last issue: January 2008
Revision: 9

(EN)
EC FERTILIZER
(2002 C 51 E /C0.20.7.) MATERIAL SAFETY DATA SHEET

House&Garden®Top Booster

1. Identification of the Product and the Company

Product Name	:	Top Booster
Distributor	:	House&Garden B V Postbus 1032, NL-1300 BA Almere
Emergency Phone	:	+31 (0)610 939412

2. Composition / Information on Ingredients

Chemical Description	:	Solution of PK nutrients
Hazardous Ingredients	:	Phosphoric acid anhydride (P205) 8% (soluble in water) Potassium oxide (K20) 7% (soluble in water) EDDHA iron

3. Hazards

Causes irritation pH-neutral

Skin : Irritating,
Eyes : Irritating,
Ingestion : May irritate throat and cause gastrointestinal irritation or nausea
Inhalation : None

Fire: non-combustible

4. First Aid Measures

Skin : Remove contaminated clothing, thoroughly wash exposed area with water or take shower, seek medical advice
Eyes : Flush with water for at least 15 minutes and seek medical advice
Ingestion : Rinse mouth with water and seek medical advice or go to hospital
Inhalation : n a

5. Fire Fighting Measures

Extinguishing Media : The product itself is not combustible; in case of fire in immediate environment: all extinguishing media are permitted; preferred media are water spray, foam, , dry ice
Unsuitable Extinguishing Media : Water jet
Specific Hazards : In case of fire, cool storage tanks and containers with water spray to prevent decomposition

6. Accidental Release Measures

Personal precautions:
Avoid contact with skin and eyes

Environmental precautions and disposal:
Avoid environmental distribution Do not discharge to sewer or surface water

(EN)
EC FERTILIZER
(2002 C 51 E /C0.20.7.) MATERIAL SAFETY DATA SHEET

House&Garden®Top Booster

7.	**Handling & Storage** Handling: Keep out of reach of children Not for internal use, avoid contact with skin and eyes Irritates the skin, mucous membranes, eyes and gullet Wear suitable protective clothing In case of contact with skin or eyes, wash immediately with plenty of water Technical precautions: safety shower and eye shower stations Store at a temperature between 7 and 30 degrees Centigrade Storage: Storage conditions: Take all necessary precautions to prevent contamination in case of damaged containers Store the containers onto drip trays or barrier material to prevent product from being discharged to the sewer or the surface water
8.	**Exposure Control/Personal Protection** Personal Protection: Skin : Gloves, protective clothing Eyes : Eye goggles Inhalation : n a
9.	**Physical & Chemical Properties** Appearance : Clear, red fluid Odour : None PH : <6-7 Crystallization temperature : < Bulk density : 1 33 kg/l at Solubility in water: fully soluble
10.	**Stability & Reactivity** Conditions to avoid: do not expose to heat Temperatures in excess of 200°C may cause decomposition and release poisonous nitrate vapours Materials to avoid: metals, alkalis Suitable materials: plastics, pvc
11.	**Toxicological Information** n a
12.	**Ecological information** Larger quantities of Top Booster are water contaminant

13. Disposal Information

Soiled containers : Rinse with water, contact distributor/manufacturer on reuse
Remainders/unused product: Neutralise with water Mix residues with soil or sand before disposal Ensure that disposal is in compliance with local regulations

14. Transport Information

EC FERTILIZER (2002 C 51E /C 2 7)
ADR/RID none
Shipping information: Top Booster

15. Regulatory Information

Labelling in compliance with EC Directives (2002 C 51E /C0 20 7)
Slightly irritating

16. Other Information

The information provided in this Material Safety Data Sheet is to our best knowledge and belief, accurate and reliable as of the date compiled However, no warranty or guarantee is made in this respect It remains the user's responsibility to ensure the suitability and completeness of this information for a particular application House&Garden B V does not accept liability for any damage or loss that may arise from the use of this information

Reference: House&Garden B Vl/WH
Date of last issue: January 2008
Revision: 9

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Roots Excelerator

1. Identification of the Product and the Company

Product Name : House&Garden® Roots Excelerator
Distributor : House&Garden B V
Postbus 1032, NL-1300 BA Almere

Emergency Phone : +31 (0)610 939412

2. Composition / Information on Ingredients

Growth stimulator guaranteed analysis
Total Nitrogen (N) 0 6% (0 6% Ammoniacal Nitrogen;
available Phosphate (P205) 0 2 %; Soluble Potash (K20
Non-plant food ingredients
Derived from: Ammonium Nitrate, Potassium Hydroxide,

3. Hazards

Hazardous Ingredients: None
Health Hazards: None
Safety Hazards: None
Environmental Hazards: None

4. First Aid Measures

Skin : Rinse thoroughly, seek medical advice if symptoms occur
Eyes : Rinse thoroughly, seek medical advice if symptoms occur
Ingestion : Rinse mouth thoroughly If swallowed, give plenty of water Do not induce vomiting
Inhalation : None

5. Fire Fighting Measures

Extinguishing Media : The product itself is not combustible; in case of fire in immediate environment:
all extinguishing media are permitted; preferred media are water, foam,

Specific Hazards : No particular measures required

6. Accidental Release Measures

Personal precautions:
No particular measures required

Environmental precautions and disposal:
Product may be discharged to sewer; read local regulations

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Roots Excelerator

7.	**Handling & Storage** Handling: No particular measures required Store at a temperature between 5 and 30 degrees Centigrade Storage: **Storage conditions:** No particular safety measures required Store in well-ventilated, dry and frost-free area
8.	**Exposure Control/Personal Protection** MAC value: Not determined Personal Protection: Skin : No special precautions required Eyes : Goggles are recommended Mildly alkaline, may cause irritation of eyes or skin Inhalation : No special precautions required No special protective clothing required Provide eye wash stations Handle the product in accordance with normal professional industrial operations Prevent direct contact with food preparation tables After contact, immediately clean surfaces with a disinfectant
9.	**Physical & Chemical Properties** Appearance : Black fluid Odour : Herbaceous, strongly fragrant pH : at 100g/l: 7-8 at Crystallization temperature : < Bulk density : 1 10-1 15 kg/dm3 Viscosity: Solubility in water: fully soluble
10.	**Stability & Reactivity** The product is stable under normal conditions Conditions & Materials: Frost may cause separation of ingredients Conditions to avoid: Reducing agents and combustible materials Materials to avoid: Hazardous Decomposition Products: Unknown
11.	**Toxicological Information** Acute oral LD50 : Unknown Acute dermal LD50 : Unknown Non-poisonous, may cause irritation in allergic persons Symptoms: red eyes and swellings around the eyes, coughing, irritated throat and shortness of breath
12.	**Ecological information** Ecological Toxicity: Permitted in ecological production Ecological Properties: Growth Stimulator: high concentrations may cause plant burns

(EN)
EC Directive
(91/155 EEC)

MATERIAL SAFETY DATA SHEET

House&Garden®Roots Excelerator

13.	**Disposal Information** Remainders: Use as organic fertilizer Product residues may be added to compost in small quantities Container: Fully recyclable Recommended cleaning agents: Rinse thoroughly with water Decompose rinse water as fertilizer General measures: Read instructions before use
14.	**Transport Information** EC Directive (91/155 EEC) Not hazardous for transport under UN,ADR/RID/IMO Shipping information: House&Garden®***Roots Excelerator***
15.	**Regulatory Information** Labelling in compliance with EC Directives (20092/91) R phrase: None S phrase: None
16.	**Other Information** The information provided in this Material Safety Data Sheet is to our best knowledge and belief, accurate and reliable as of the date compiled However, no warranty or guarantee is made in this respect It remains the user's responsibility to ensure the suitability and completeness of this information for a particular application House&Garden B V does not accept liability for any damage or loss that may arise from the use of this information

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House-Garden nl/House&Garden B V

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Attachment D – Operating Plan: Section 7 – Quality Assurance Plans

Overview

At Bloomfield Industries ("Bloomfield), high quality is not an added value; it is an essential, basic, business requirement. For our organization, "Quality" is our first and foundational value. It guides the way every team member does their job and the work processes they follow to produce products and deliver a superior service experience to patients. Pharmaceutical-grade quality permeates our cultivation, manufacturing, and dispensary operations with a focus on an above-and-beyond standard of expertise and service.

Rigor in the application of science is our standard. That is why patients can expect the purest product, consistently titrated and compassionately dispensed. Safety is ensured by using adulterant-free products cultivated in secure environments with rigorous quality assurance and quality control protocols along every step of the growth cycle, as well as across the supply chain. All active ingredients will be traceable from seed, to plant, to extraction, to compounding, to dispensary. Identifying, adopting, and adapting best practices, Bloomfield Industries intends to be an industry leader in New York State because it is especially important for Bloomfield to be good neighbors in the communities where we have a footprint.

10 NYCRR §1004.5(b)(4)(iv) directs each applicant seeking to become a medical marijuana registered organization to provide "quality assurance plans, including but not limited to plans to detect, identify and prevent dispensing errors." Accordingly, we have provided our quality assurance plans in this section, beginning with Dispensing Errors Elimination plan. In the pages that follow that section, we detail the more comprehensive quality assurance measures we will employ not just to prevent errors, but to ensure that the products Bloomfield dispenses meet the high standards we have set for our company. Extensive quality assurance requirements are contained through our Standard Operating Procedures (See Section 6 of this Attachment), starting with the initial inspection and approval of incoming raw materials, throughout all manufacturing operations, and well beyond the approval of finished packaged product for distribution.

Dispensing Errors Elimination

Bloomfield Industries' zero-error approach for all critical operations is best illustrated with its Quality-By-Design (QBD) approach to totally prevent potential dispensing errors. Adequate

safeguards are built into our packaging, labeling, and dispensing facility standard operating procedures:

- Packaging and Labeling Requirements mandates the bar coding of each packaged medical marijuana product for its subsequent scanning at the dispensing facility. Required bar code information will include the product brand (strength), dosage form, lot number, expiry dating, and any other information required to confirm the product is in accordance with the certified patient's current practitioner certification.
- Dispensing Facility Requirements includes individual patient-specific dispensing records for each product they receive, applicable lot number(s), dates dispensed, and product expiry dating. These dispensing records will be monitored electronically for compliance with all Department requirements including, but not limited to:
    - Dispensing no more than a 30-day supply of product to a patient, by consulting the New York Department of Health's Online Prescription Monitoring Program Registry.
    - Not dispensing additional product until the patient has exhausted all but a seven-day supply of any previously dispensed product.
    - Ensuring that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.
    - Confirming that the dispensed product is in accordance with the certified patient's current practitioner certification. Dispensing facility personnel may NOT dispense any medical marijuana product without first electronically obtaining and documenting this confirmation of the correct patient product from the central computer facility.

In addition to detecting and identifying dispensing errors should they arise, Bloomfield Industries' quality assurance plan is to eliminate the potential for dispensing errors by mandating positive central facility confirmation of each purchase before providing it to the patient.

Quality Assurance at the Dispensing Facility Level

Patient Resource Center Manager Responsibilities

The Patient Resource Center Manager will ensure that all standard operating procedures pertaining to quality assurance are followed at all times. The Patient Resource Center Manager

will maintain these written procedures outlining responsibilities and processes. The Patient Resource Center Manager has authority to and responsibility for approving or rejecting all product containers, closures, packaging materials, labeling, and medical marijuana products at the dispensing facility.

Employee Responsibilities

Every Bloomfield Industries employee is responsible for maintaining the identity, strength, quality, and purity of the medical marijuana products distributed by following all quality assurance processes. The Patient Resource Center Manager will ensure that all quality assurance processes required are sufficient and documented, and that all employees are trained to properly execute quality assurance processes.

Training Required

The Director of Human Resources will develop and the Patient Resource Center Manager will implement training for all employees that, at a minimum:

1. Describes the quality control duties of each employee role and highlights the importance of quality assurance procedures and the consequences of failing to follow established processes.
2. Provides detailed information regarding the types of testing performed on all products.
3. Trains employees to read and interpret test results and provides them training on how to communicate the results to a certified patient or designated caregiver.
4. Explains the applicable use of test results in their job activities.

Bloomfield Industries Quality Assurance Plan

Bloomfield Industries' commitment to quality begins at the top, with a Director of Quality Assurance who reports directly to the Chief Executive Officer. The Director of Quality Assurance, in turn, will ensure that a Quality Control Unit is in place at all times. The QCU will be qualified to perform all duties and may include sufficient personnel to support the cultivation and manufacturing departments. The QCU will develop and maintain written procedures outlining responsibilities and processes approved by the Director of Quality Assurance. The QCU will, at a minimum, have the authority to and responsibility for:

- Approving or rejecting all components, product containers, closures, in-process materials, packaging materials, labeling, and marijuana or medical marijuana products;

- Reviewing production records to assure that no errors have occurred or, if errors have occurred, that they have been fully investigated and resolved;
- Approving or rejecting marijuana or medical marijuana products manufactured, processed, packaged, or held under contract by another medical marijuana establishment; and
- Approving or rejecting all procedures or specifications that may impact the identity, strength, quality, and purity of the marijuana or medical marijuana products.

Production and Process Control

The Director of Quality Assurance in coordination with department managers will develop and maintain written procedures for production and process control that are designed to ensure that all marijuana and medical marijuana products have the identity, strength, quality and purity they purport or are represented to possess.

- Written procedures will be drafted and reviewed by the unit managers and approved by the Director of Quality Assurance and Quality Control Unit.
- All agents will follow written production and process control procedures in all production and process control functions and properly document performance in the appropriate log.
- Any deviation from written procedures will be reported to the appropriate department manager. The department manager will notify the Director of Quality Assurance, record, and justify the deviation prior to its review and approval by the Chief Compliance Officer.

The Quality Control Unit is responsible for maintaining accurate records for employees and their relevant qualifications including all training records. The Quality Control Unit will assign an officer who will exercise oversight of the company's policies and procedures and who has documented training and experience in quality assurance and quality control procedures including:

- Identifying the adequate number of qualified personnel to perform and supervise the cultivation, manufacture, processing, packing, holding, or shipment of each product.
- Ensuring only personnel authorized has access to areas of the buildings and facilities necessary to their job functions. The Director of Security will maintain records identifying those areas individuals are authorized to enter.

All consultants and third-parties advising on the manufacture, processing, packing, holding, or shipment of medical marijuana products will have sufficient education, training, and experience, or any combination thereof, to advise on the subject for which they are retained. Records will be maintained with the name, address, and qualifications of any consultants and the type of service they provide.

Quality Systems

It is Bloomfield Industries policy to follow Quality Systems cGMP guidelines set forth by the U.S. Food and Drug Administration (FDA). Our objective is to maintain an organizational culture that encourages communication by creating an environment that encourages employee input and acts on suggestions for improvement. Bloomfield Industries management will develop cross-functional groups to share ideas to improve procedures and processes. The Quality Systems program developed by Bloomfield assigns ongoing quality assurance and control programs to the Quality Control Unit to ensure the identity, strength, quality, and purity of its medical marijuana products. The Director of Quality Assurance will oversee the Quality Control Unit and ensure all employees understand the SOPs and individual written specifications for any components, products, labeling or production records it reviews. The responsibilities assigned to the Quality Control Unit include:

- Approval and rejection of all raw materials, manufacturing components, product containers, closures and labeling, in-process materials, bulk product, and packaged medical marijuana products. Approval and rejection procedures will be defined in writing and the Director of Quality Assurance will ensure these written procedures are followed. The basis and justification for the approval or rejection of any product or component will be documented.
- The review of all production records to ensure that no errors have occurred or, if errors have occurred, that they have been fully investigated.
- Operation of laboratory facilities for the testing and approval (or rejection) of raw materials, packaging components, in-process materials and finished products. External contract laboratory facilities may be also utilized for these approvals. All laboratory testing functions will be fully documented to support Quality Assurance actions.
- Improvements to the Quality System and related quality process improvements to manufacturing processes and products, the realignment of resources under the quality system, and the results of management reviews will be documented and reviewed

regularly by the Chief Operating Officer and Chief Executive Officer to ensure all corrections and planned actions are implemented.

Company Staffing

Bloomfield Industries considers the management of all personnel to be its most important quality system. The adopted Quality System policies mandate that:

- Only qualified personnel perform operations understanding fully the responsibilities and risks associated each job function in the organization.
- Clearly defined appropriate qualifications for each position will be maintained to ensure that individuals are assigned appropriate responsibilities.
- Employees will be hired based on their scientific and technical understanding, product knowledge, process knowledge, and/or risk assessment abilities.
- Continued training is provided to ensure that employees remain proficient in their operational functions and in their understanding of cGMP regulations.
- Ongoing training will address the policies, processes, procedures, and written instructions related to operational activities, products, the quality system, and SOPs.
- Quality Assurance is responsible for maintaining accurate records of each employee's relevant qualifications including in-house training records.

Staffing Quality Assurance: Key Positions

Quality Assurance will include an officer who exercises oversight of the organization's practices and procedures and who has documented training and experience in quality assurance and quality control procedures.

Additionally:

- There will be an adequate number of qualified personnel to perform and supervise the cultivation, manufacture, processing, packing, holding, or shipping of each product.
- Cultivation will include at least one individual with a minimum of 10 years' experience in good agricultural practices (GAP).
- In compliance with FDA and cGMP requirements, one or more qualified personnel will be assigned to supervise overall sanitation. Each of these supervisors will be qualified by education, training, or experience to develop and supervise sanitation procedures.

- Only personnel authorized by supervisory personnel will enter those areas of the buildings and facilities designated as a limited-access area. Records will be maintained identifying those areas individuals are authorized to enter.
- Consultants advising on the manufacture, processing, packing, holding, or shipping of medical marijuana products will have sufficient education, training, and experience, or any combination thereof, to advise on the subject for which they are retained. Records will be maintained with the name, address, and qualifications of any consultants and the type of service they provide.

Standard Operating Procedures

Bloomfield has an extensive set of Standard Operating Procedures (SOP) to ensure the highest quality products for patients. Many of these SOP relate to the company's Quality Assurance Plan itself. These include:

- SOP 008 Product Review and Release - Requires Quality Assurance to tabulate all laboratory test results as part of regular review and evaluation. Current product testing results will be routinely compared with previous testing of the same product to detect potential adverse trends before they can result in a product failure.
- SOP 008A Product Complaints - Specifies the review of the product manufacturing records to identify possible cause(s) of the product complaint and potential Corrective or Preventive Actions (CAPA) to minimize the possibility of future product defects.
- SOP 008C Product Recalls - Specifies that a Quality Assurance investigation use sound scientific principles including product retesting and reviews to identify likely root cause(s) and potential Corrective or Preventive Actions.
- SOP 008D Retained Product Samples - Requires a statistically significant number of representative product batches and packaging formats be visually examined at least once a year for evidence of deterioration. Any evidence of retained sample deterioration will be properly investigated to identify potential Corrective or Preventive Actions.
- SOP 008E Record Keeping and Reporting - Requires Quality Assurance perform written annual reviews and evaluations for each distributed medical marijuana product including:
    - A review of all batches for each product strength and dosage form whether approved or rejected including a statistical evaluation of associated laboratory testing records
    - A review of all complaints and investigations conducted for each product.

- A review of any Adverse Medical Experiences and investigations conducted.
- A review of any product withdrawals, recalls and investigations conducted.
- A review of product stability testing results and statistical evaluation of any adverse stability trends.

Evaluation Activities

Bloomfield Industries will continuously review its systems to ensure continuing suitability, adequacy, and effectiveness. Under the Quality Assurance Plan, senior managers will conduct reviews of the quality system's performance according to a planned schedule. Such a review will include assessments of the process, product forms, and patient needs, as well as:

- Results of audits and other assessments.
- Customer feedback, including complaints.
- Analysis of data trending results.
- Status of actions to prevent a potential problem or a recurrence.
- Any follow-up actions from previous management reviews.
- Any changes in business practices or environment that may affect the quality system (such as the volume or type of operations).
- Product characteristics meeting the customer's needs.

As systems mature, reviews will increase in frequency beyond scheduled monthly reviews and will regularly be included as a standing agenda item in all team meetings.

Recordkeeping

The Quality Control Unit will ensure test results are forwarded to all necessary operating unit managers in a format that cannot be changed and will retain and back-up the documents for a minimum of five years.

Quality Assurance: Cultivation

All marijuana will be processed in a safe and sanitary manner. Marijuana will be well-cured, free of seeds, stems, dirt, debris, and other foreign matter, as well as free of contamination by mold, rot, other fungus, and bacterial diseases. Marijuana will be processed, prepared, and handled in accordance all quality assurance processes found in the Bloomfield Industries Standard Operating Procedures.

The Director of Cultivation will develop, implement, and maintain sanitation and quality control practices that maintain the safety and quality of crops, including purity and consistency. All necessary precautions will be taken during the cultivation and processing of marijuana to prevent contamination of medical marijuana and packaging materials. The Director of Cultivation will establish surveillance schedules for each crop in cultivation. Detailed visual surveillance of each crop will be performed and documented weekly at a minimum. Cultivation employees performing surveillance will look for and record findings for the cultivation area assigned. The following items at a minimum will be included in surveillance operations:

- Signs of pest infestations
- Changes in biological colonies
- Mold and mildew
- Leaf and tip burn, discoloration, and spotting
- Changes in appearance of the media
- Changes in stalk density and branch elasticity

Regular in-house testing will be scheduled by the Director of Cultivation based on current operational needs and recorded in the crop management system. Tests that will be performed include:

- Soil pH
- Nutrient pH, Total Dissolved Solids (TDS), and Electro-Conductivity (EC)
- Soil EC/pH testing using a saturated media extraction (1 part soil to 2 parts water filtered) or the leachate pour-through method
- Water Oxidation Reduction Potential (ORP)

All crops are to be inspected by two or more trained employees for all visible foreign matter and sub-standard material to be removed. These employees will also perform a visual microscopic and naked-eye inspection of each crop processed to determine:

- Organoleptic characteristics (color, texture and odor);
- Presentation of the material (raw, cut, crushed, compressed);
- The presence of admixtures, foreign matter (sand, glass particles, dirt), mold, or signs of decay;
- The presence of insects; and
- The presence of foreign material originating from poor or degraded containers.

Damaged and/or degraded plant material will be removed and disposed of with approval from the Director of Cultivation and in accordance with waste disposal policies and procedures.

The Director of Cultivation will maintain written procedures assigning responsibility for sanitation and describing in sufficient detail the cleaning schedules, methods, equipment, and materials to be used in cleaning the production area. Such written procedures will be followed, and records of cleaning and sanitation will be kept in the crop management system. UV sterilization door strips and dip tanks will be used in critical locations throughout the facility. Frequent hand-washing is necessary in all crop handling activities and will be enforced by the Director of Cultivation.

All marijuana waste from cultivation operations will be disposed of in accordance with waste disposal policies and procedures. All other cultivation waste will be stored and disposed of as to:

- Minimize the development of odors;
- Minimize the potential for waste to attract, harbor, or become a breeding place for pests;
- Protect against contamination of marijuana, contact surfaces, water supplies, and grounds surrounding the facility; and
- Control hazardous waste to prevent contamination of marijuana, contact surfaces, water supplies, and grounds surrounding the facility.

Representative samples sufficient in size will be taken from each batch (each strain will be tested) by the Quality Control Unit. Analytical samples will be taken in accordance with sampling and retention policies. Representative samples removed from cultivation inventory will be properly recorded in the inventory management system. Sample records will accurately reflect the origination of the sample to allow trace-back. Samples will be recorded in the inventory control system with the contents by:

- The plant name and identification;
- The date of harvest;
- The identification number; and
- Any other identifying information.

Samples will be stored separately from product inventories in a manner that maintains sample quality and identification.

Quality Assurance: Manufacturing

Following the extensive quality assurance measures employed in the cultivation process, Bloomfield Industries will employ and has in place detailed SOP-driven Quality Assurance Plans for its manufacturing and packaging operations. These include:

- SOP 001B Quality Assurance - Establishes a Quality Assurance Unit with the responsibility and authority to approve or reject all raw materials, manufacturing components, product containers, closures, labeling, in-process materials, bulk product, and packaged medical marijuana products.
- SOP 002B Release of Quarantine Materials - Mandates that Quality Assurance maintains current written specifications for all production materials, packaging components, labeling, or manufacturing supplies, and to release for usage only those items that comply with all testing requirements listed in the material's written specifications.
- SOP 004A Equipment Cleaning Procedures - Requires Quality Assurance to independently confirm equipment-cleaning operations including the actual equipment cleanliness and timely, accurate cleaning log documentation.
- SOP 008 Product Review and Release - Mandates Quality Assurance will review the manufacturing records and test results of cannabinoid (CBD) concentrate, in-process material, or bulk product for compliance with established specifications and approve each batch of material for the next production operation. Upon completing its final review of a product's packaging/labeling batch records and independent laboratory Certificate of Analysis for compliance with all specified requirements, the Quality Control Unit will approve each individual lot of finished product for distribution.

Component Materials

Bloomfield's Quality System addresses the receipt of all component materials. Two employees are required to receive any marijuana plant material into the cultivation inventory and to transfer finished marijuana into the manufacturing unit from cultivation. Each employee will be required to confirm by signature the accuracy of the transfer weight, identification numbers, strain name, number of bulk containers, the total inventory received, and the accuracy of the entry of the inventory into the inventory management system or point of sales system.

A received goods report (RGA) will be utilized to receive all component materials. All items received will be inspected, counted, and recorded on this report. The individual responsible for receiving the items will sign and date the report. Any damage and discrepancies are to be noted on this report and resolved by the unit employee or referred to the Director of Quality Assurance. Any materials under investigation will be stored in a separate holding area with a copy of the RGA for identification. All marijuana materials transferred from cultivation to the manufacturing unit will be documented in the inventory control system and all bulk plant material transferred will be properly weighed on a NTEP legal for retail trade scale integrated with the BioTrack system.

Bloomfield Industries will release for usage only those production materials, packaging components, labeling, and manufacturing supplies that conform to written specifications and applicable testing requirements. Each unit of the operation will implement Quality Assurance controls which include:

- Releasing only those production materials, packaging components, labeling, and manufacturing supplies that comply with all testing requirements listed in the material's written specifications.
- Maintaining current written specifications based upon the supplier's documentation and applicable regulations for all production materials, packaging components, labeling, and manufacturing supplies.
- Overseeing and ensuring compliance with receiving SOPs.
- Maintaining records for each shipment received, documenting its examination or testing, and whether accepted or rejected.

Whenever applicable, all in-house component specifications will include:

1. The official material or manufacturing name and description.
2. At least one test to verify the identity of each product component. Specific identity tests, if they exist, will be used.
3. Appropriate specifications for purity, strength, and quality if applicable.
4. All required sampling and material examination criteria.
5. Appropriate retest or reexamine interval.

Each lot of production material, packaging component, labeling, and manufacturing supplies will be examined and, if applicable, tested for conformity with all criteria listed in its written specifications.

At least one test to verify the identity of each product component will be performed by the receiving operating unit or Quality Assurance team. Specific identity tests, if they exist, will be used including:

1. Appropriate specifications for purity, strength, and quality, if applicable
2. All required sampling and material examination criteria
3. Appropriate retest or reexamination interval

In lieu of in-house testing, a lot-specific report or Certificate of Analysis may be accepted from the supplier of production materials and packaging components provided the component identity is confirmed in-house as required in the individual material specifications. The Quality Control Unit will establish the reliability of the supplier's analyses through confirmation of the supplier's test results at appropriate intervals.

- Each lot of labeling will be examined for conformance with all criteria listed in its written specifications and proofread versus the authorized product label copy that was approved by the Department.
- Each lot of production material, packaging component, or manufacturing supplies will be examined by the receiving operating unit for contamination with filth, insect infestation, or other adulterants against established specifications.
- Any production material, packaging component, or manufacturing component the Director of Quality Assurance determines to have the potential for objectionable microbiological contamination will be subjected to microbiological tests before use.
- Cleaning and sanitation supplies or other supplies that are not directly incorporated into a medical marijuana product will be inspected by the operating unit visually for their correct label identification.

The Quality Assurance unit will prepare an Inventory Control Card for each lot of release production material, packaging component, and labeling with the following typed information:

1. Name of Material
2. Item Number
3. Receiving/Control Number

4. Vendor Name
5. Vendor Lot Number
6. Container Quantity (# of cartons, case quantity, etc.)
7. Total quantity released
8. Expiration, retest or reexamination date (if any)
9. Any other specific information listed in the item's written specifications
10. Released by signature and date

A green release label, identical to those affixed to the item containers will be attached to the completed Inventory Control Card. An equivalent electronic version of this documentation is acceptable provided it meets all the preceding requirements. Once the released labels are placed on the containers, the completed Inventory Control Card will be forwarded to the warehouse personnel who will promptly move the released materials from the quarantine area for transfer to the production. Rejected materials will be held in a separate area while the Quality Control Unit investigates and determines appropriate steps to be taken.

Production materials and packaging component supplies will be retested or reexamined as appropriate and approved or rejected by the Quality Assurance department after storage for long periods or after exposure to conditions that might adversely affect the material or component suitability for use. All documentation required by Bloomfield's SOPs will be retained for five years after the expiration date of the last batch utilizing that material.

Packaging and Labeling

Packaging and labeling are critical points in the manufacture of any product. Bloomfield Industries Quality Control Unit will implement a variety of protocols to ensure that all product remains pure and our packaging and labeling operations meet cGMP and FDA standards. Bloomfield Industries has developed extensive SOPs to control the entire production process from cultivation to distribution. These protocols are detailed in Section 6. Quality Assurance will ensure that adequate safeguards are built into its packaging, labeling, and dispensing facility SOP requirements:

- SOP 005E - Packaging and Labeling Requirements - Mandates the bar coding of each packaged medical marijuana product for its subsequent scanning at the dispensing facility. Required bar code information will include the product brand (ratio of THC:CBD),

dosage form, lot number, expiry dating, and any other information required to confirm the product is in accordance with the certified patient's requested product and dosage.

Packaged product determined not to meet the minimum safety standards and specifications for brand consistency or otherwise rejected by the Quality Control Unit will be held under quarantine in a secure storage area separate from any released products until they can be properly destroyed.

Containers

The Quality Control Unit will ensure product containers and closures will not be reactive, additive, or absorptive so as to alter the safety, strength, quality, or purity of the medical marijuana product beyond its written product specification requirements. Container closure systems will provide adequate protection against foreseeable external factors in storage and use that can cause deterioration or contamination of the product. Product containers and closures will be clean and free from particular matter.

Labeling Controls

The Quality Assurance (QA) Program at Bloomfield Industries will meet the Good Manufacturing Practice (GMP) requirements of FDA regulations that relate to labeling. The QA program will ensure that labeling meets the GMP device master record requirements regarding legibility, adhesion, etc., and will ensure that labeling operations are controlled so that correct labeling is always issued and used.

Materials

All labeling or packaging materials must meet written specifications to be approved and released for use. The Quality Control Unit will determine if any labeling or packaging materials do not meet such specifications and will reject them to prevent their use in operations. Labels and other labeling materials for each different medical marijuana product, strength, dosage form, or quantity of contents will be stored separately with suitable identification. Access to the storage area will be limited to authorized personnel.

If cut labeling is used for immediate container labels, individual unit cartons or multi-unit cartons that are not packaged in individual unit cartons will include one of the following special controls:

- Dedication of labeling and packaging lines for each different strength of each different medical marijuana product.
- Use of appropriate electronic or electromechanical equipment to conduct a 100 percent examination for correct labeling during or after completion of operations.
- Use of visual inspection to conduct a 100 percent examination for correct labeling during or after completion of finishing operations for hand-applied labeling. Such examination will be performed by one person and independently verified by a second person.
- Use of an automated technique, including differentiation by labeling size and shape, which physically prevents incorrect labeling from being processed by labeling and packaging equipment.

Printing Devices

Printing devices associated with specific packaging lines used to imprint labeling upon the product or case label, batch number, or expiry date will be monitored to ensure that all imprinting conforms to the printing specified in the Packaging Batch Record. The SOPs in Section 6 detail procedures for Master Production Forms and Issuance of Batch Records. Strict control will be exercised over labeling issued for use in product packaging including written descriptions in sufficient detail of the controls employed for issuance of labeling. Labeling materials issued for a batch will be carefully examined by the Quality Control Unit for identity and conformity to the labeling specified in the Packaging Batch Record.

Identification

Packaging and Labeling operations will be designed to ensure that correct packaging materials and labels and are used for each batch of medical marijuana product. These identification controls will be supervised by the Director of Quality Assurance, carried out by the Quality Control Unit, and incorporate the following features:

- Prevention of mix-ups and cross-contamination through separation of each product operation based on different products or strengths.
- Identification of the medical marijuana product with a batch lot or control number that permits determination of the history of the manufacture and control of the batch.
- Examination of packaging and labeling materials for suitability and correctness before packaging operations.

- Inspection of the packaging and labeling facilities immediately before use to ensure that all previous products have been removed from the packaging area. Inspections will be documented and ensure that packaging and labeling materials not suitable for operations have been removed.
- Identification of packaged medical marijuana product containers set aside for labeling (i.e., bright inventory) will be adequate to preclude mislabeling of individual containers, product lots, or portions of a product lot. Identification need not be applied to each individual container, but will be sufficient to determine name, strength, quantity of contents, and batch number of each container.

Inspection

Packaged and labeled products will be examined by the Quality Control Unit during finishing operations to assure that all containers and packages in the batch have the correct label. A representative sample of units will be collected at the completion of finishing operations and will be visually examined for correct labeling. Results of these examinations will be recorded in the Packaging Batch Record.

Each packaged medical marijuana product will be affixed with a product label that has been approved by the Department. Product labels will be applied at the manufacturing facility to be easily readable, firmly affixed and inspected to ensure all required information is accurately listed.

The bar coding include on each package of medical marijuana product will be adequate to permit scanning at the dispensing facility in order to provide positive confirmation of its identity. At a minimum, this will include the product brand (strength), dosage form, lot number, expiry dating, and any other information required to confirm the dispensed product is in accordance with the patient's current practitioner certification.

Evaluation

Bloomfield Industries will implement systems review in every manufacturing process, from cultivation through manufacturing to the release of products for transport. Quality Systems review is a key component in any robust quality system to ensure its continuing suitability, adequacy, and effectiveness. Under the Quality System, senior managers will conduct regular

reviews of process performance. Such a review typically includes assessments of the process, product forms, and patient needs. At a minimum, these reviews will:

- Include results of audits and other assessments.
- Address customer feedback, including complaints.
- Provide an analysis of data trending results.
- Document the status of actions implemented to prevent a potential problem or a recurrence.
- Address any follow-up actions from previous management reviews.
- Identify any changes in business practices or the operating environment that may affect the quality system (such as the volume or type of operations).
- Ensure Bloomfield products are meeting the needs of patients.

Reviews will take place more frequently than when the system has matured. Outside of scheduled monthly reviews, the quality system will typically include as a standing agenda item in general management meetings. In addition, a periodic review performed by a qualified source, external to the organization, may also be useful in assessing the suitability and effectiveness of the system.

Equipment

Under the Director of Quality Assurance, the quality assurance technicians will be responsible for monitoring the cleaning of equipment and the documentation that ensures equipment is maintained in compliance with Standard Operating Procedures. Quality Assurance will audit or check equipment cleaning and its documentation on a random basis several times a week. Such checks will include documentation of actual equipment cleanliness (if currently clean) and the timely/accurate cleaning log documentation.

Bloomfield Industries will only utilize equipment for the manufacturing, processing, packaging or holding product of appropriate design, adequate size and suitably located within the facility for its intended use, cleaning and maintenance. Bloomfield Industries will:

- Ensure employees only utilize equipment for its designated manufacturing, processing, packaging or holding purposes; and
- Ensure each operating unit maintains all equipment in accordance with manufacturer recommendations and company policies.

The Director of Quality Assurance will ensure all equipment is constructed so surfaces that contact the components, in-process materials or products will not be reactive, additive or absorptive and alter the safety, identity, strength, quality, or purity of any medical marijuana product beyond its established specifications. Substances required for equipment operation, such as lubricants, will not come into contact with product components, packaging, in-process materials or finished products and alter the safety, identity, strength, quality, or purity of the medical marijuana product beyond its established specifications.

All equipment will be maintained and sanitized in each operating unit at appropriate intervals to prevent malfunctions or contamination that would alter the safety, identity, strength, quality or purity of the medical marijuana product beyond its established specifications. Major equipment will be assigned individual maintenance logs. Written programs will be established and followed for the maintenance of major equipment.

Automatic, mechanical or electronic equipment will be routinely calibrated, inspected or checked according to a written program designed to ensure proper performance. Written records of those calibration checks and inspections will be maintained. Filters for liquid filtration used in the manufacture, processing or packaging will be of adequate design for their intended purpose. The use of any asbestos-containing filter is prohibited.

Appropriate controls will be exercised over computer or related systems to ensure that any changes in master production control records or similar documentation are instituted only by authorized personnel. Input to and output from the computer or related system of formulas or other product manufacturing data will be checked for accuracy. The degree and frequency of input/output verification will be based on the complexity and reliability of the computer or related systems. Accurate backup files of data entered into computer system will be maintained.

Sanitation

Bloomfield Industries will establish, maintain and follow standard cleaning procedures for all equipment and utensils used in the manufacturing and packaging of its products. The Director of Quality Assurance will ensure all employees involved are trained to properly clean assigned equipment and document the process. In compliance with FDA and cGMP requirements, one or more qualified personnel will be assigned to supervise overall sanitation. Each of these supervisors will be qualified by education, training, or experience to develop and supervise sanitation procedures.

The Director of Manufacturing will assign adequate personnel for the cleaning of all production equipment and oversee the proper performance of cleaning and sanitation SOPs to ensure sanitary production equipment, Bloomfield Industries will maintain SOPs addressing written procedures to be implemented for the cleaning of equipment, including utensils, used in the manufacture, processing, packing or holding of all products. These written procedures, schedules, and logbooks will include:

- Assignment of responsibility for cleaning equipment
- A description in sufficient detail of the methods and materials used for cleaning and the methods of disassembling and reassembling equipment to ensure proper cleaning
- Removal of all previous batch identification prior to processing the next batch of material
- Measures for the protection of clean equipment from contamination prior to use
- Required inspection of equipment for cleanliness immediately before use

Based upon the individual equipment design, the following sequence of cleaning operations will be performed upon the completion of each batch of product. If applicable, a reduced written disassemble and cleaning procedure may be utilized between sequential batches of the identical product brand, strength, and dosage form. Upon the completion of a manufacturing or packaging operation, equipment will be disassembled and all moveable parts removed so that the equipment can be properly cleaned. All exterior surfaces will be sanitized and the interior cleaned with an approved detergent mixed with water and then rinsed thoroughly with tap water. Finally, all surfaces that come in contact with components will be sanitized with denatured alcohol and allowed to air dry.

Upon completion, the employee will fill in the cleaning log and inform their immediate supervisor the equipment is ready for inspection. If necessary, a flashlight or other source of illumination will be used to facilitate this inspection. If the cleaning process has been performed properly, the supervisor will confirm the entry in the cleaning log and sign the cleaning log. If the process needs to be repeated, the supervisor will recheck the equipment after it has been recleaned and sign the cleaning log upon approval.

This cleaning, inspection and approval sequence is also performed for all production utensils including cultivation tools, mixing paddles, spatulas or measuring devices except the individual utensils are not documented in a cleaning log. The Quality Control Unit will audit or check equipment cleaning and its documentation on a random basis several times a week. These reviews will include an inspection of the actual equipment cleanliness and the accuracy of all

cleaning documentation. All cleaning records required by this procedure will be retained for at least five (5) years after distribution of the last batch of product manufactured, processed or packaged utilizing that equipment

Analytical Testing Program

The Director of Quality Assurance will ensure all marijuana grown by Bloomfield Industries is tested for contaminants, residuals, and potency in compliance with published testing guidelines. All testing results will be maintained for no less than five years. Required tests, Department standards for failed samples, and procedures for disposal or salvage of improperly stored products will be followed as Standard Operating Procedure. The duties and responsibilities of the Quality Control Unit, which reports to Director of Quality Assurance and the Director of Science, include:

- Documenting and reporting all lab data generated in the course of testing using good documentation practices to ensure data are attributable, legible, contemporaneous, original, and accurate.
- Notifying Management of out-of-trend or out-of-limit and out-of-specification results.
- Notifying Management of issues that are potential events, such as but not limited to deviations from established procedures or atypical observations.
- Submitting data for review. Data will be reviewed by an individual who is not involved in the generation of the results in any way.
- Providing completed notebooks (all pages used and reviewed) and corresponding data collection indices, and completed logbooks to management for records retention.

Internal Testing

In order to track and prevent contamination incidents, multi-stage testing is imperative. Bloomfield will cause all marijuana plant material to go through a series of processes that will each have their own results. A mass balance will be maintained by BioTrack software to ensure traceability in each production step.

Internal testing is tracked in the LIMS creating an audit trail and traceability. The system designed to prevent changes to actual data by the user. The system will also track the identity of the analyst, date, lot numbers, and other key process information. Neither BioTrack nor cycle

counts nor cameras can offer inventory control of yield. A LIMS system is a necessary component to diversion during the extraction process.

Internal Tests Required

Bloomfield Industries has developed strict controls for the testing of in process material to ensure the identity and strength of all our products. The internal testing program has established the following testing regime:

- Cure process: Moisture content and assay of the cured cannabinoid profile product to determine yield. Data is traceable in LIMS system to prevent yield diversion.
- Extraction process: HPLC to determine when to stop extracting.
- Decarboxylation process: HPLC monitoring during the decarboxylation process to ensure decarboxylation of CBD and THC.
- Active ingredients are measured prior to formulation for identity, potency, microbiological contaminants, pesticide residues, and metals.
- Excipients: all excipients will be accompanied by a certificate of analysis or will undergo internal testing.
- Final products: all final products will undergo testing in accordance with the Department's prescribed mandates.

Pesticide Analysis

Prior to distribution, the company will ensure pesticide chemical residue test results show each sample satisfies the most stringent acceptable standard for a pesticide chemical residue in any food item as set forth in subpart C of USEPA's regulations for Tolerances and Exemptions for Pesticide Chemical Residues in Food (40 CFR 180 (2014)) or other acceptable limits prescribed by the Department.

Component materials are subjected to rigorous receiving inspection and supplier control programs that will test and control manufacturing inputs to avoid contamination. In the event that we detect an adverse level of pesticide (> 10 ppt), we will quarantine the batch in a secure area for disposal and start an investigation as to the cause of the contamination.

Identity and Potency

Each sample will also be tested for active cannabinoids including, but not limited to profiling for the following: THC, THCa, CBD, CBDa, THCV, CBG, CBC, and CBN. Under no circumstances

will batches awaiting contamination results and active ingredient analysis be included in a medical marijuana product or transferred to a dispensing facility prior to the receipt of passing results.

Microbiological test results for each sample will at a minimum satisfy the recommended microbial and fungal limits for medical marijuana products in colony forming units per gram (CFU/g) set out in the American Herbal Pharmacopoeia (AHP). These microbiological tests can also be run by real time PCR using standard Taq-man PCR probes. Microbiological testing will include, but not be limited to those analytes listed in section 1004.14 (g).

Residual solvent test results are not relevant for our operation.

Heavy metal test results for each sample will meet the allowable limits for all analytes listed in section 1004.14 (g) or other Department prescribed limits.

Excipient Testing

Bloomfield's marijuana products are formulated with excipients. Excipients are also tested with the same required testing as marijuana to insure that they are not adding any contamination to the final products. Bloomfield will test and lot-certify each excipient used in the manufacture of marijuana products. These tests will include at a minimum: HPLC, toxins, pesticides, and metals.

If a batch is tested and does not fall within the Department's prescribed health and safety levels for any of the above mentioned contaminants or any additional contaminants, it is company policy to investigate the cause of the contamination, and subsequently destroy and remove any contaminated product in a manner consistent with our waste disposal protocols.

As soon as work in progress materials pass our required identity, potency, microbiological, mycotoxin, heavy metal, and pesticide chemical residue analysis, the batch will be released for further manufacturing into marijuana products.

Final Product Testing

Products that have been packaged for distribution will undergo final testing. Samples will be tested in-house and by at least one external lab licensed by the State of New York prior to the release of the batch for distribution. Testing of the final packaged product will be analyzed

internally by HPLC. Additionally, samples of a statistically relevant amount of final product batches will be sent to an approved independent lab for identity and potency.

Only the Quality Control Unit will be authorized to release finished products. Their function is to review the batch record, in-process and final test results, and the independent laboratory's test results. The Quality Assurance team will compare the results to Department specifications to make a final decision on the product's release.

An electronic copy of all test results and investigation records will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal, or pesticide chemical residue test. These results will be sent to the Quality Assurance team for review. The laboratory staff will maintain a comprehensive record of test results and make them available for at least five years to state and local officials, and or the public as needed.

Lot Retains

A lot retain system will be maintained that holds a sample for two years beyond the expiration date in a location that preserves the integrity of each respective product. Lot retains that are older than this will be discarded according to State regulations.

Independent Testing

Both finished oils and finished goods will be tested for identification and potency. No less than four samples will be secured and labeled for testing and/or secure storage. Two of these samples will be tested (one internally and one externally), and the other two will be stored for reference sampling should the need arise. These samples will be kept on hand for a minimum of 12 months and subsequently destroyed per state regulations. Per 1004.11m, additional samples will be secured for product stability testing; quantities will be determined by batch size to ensure a statistically relevant sample size.

The external certified laboratory will be vital to Bloomfield Industries' ongoing Quality Systems program. Bloomfield will select a laboratory licensed by the Federal Drug Enforcement Agency and approved by the department. A statistically relevant number of samples per batch will be sent for analysis.

The process for the Quality Control Unit for interfacing with the laboratory involves:

- Sampling of final products,

- Filling out the proper paperwork for maintaining chain of custody and ordering analytical tests,
- Transporting the materials to the analytical laboratory, and
- Entering the results into the LIMS system by laboratory personnel.

Product Stability Testing and Expiration Dating

Bloomfield Industries will assess and routinely evaluate the stability of its cannabinoid ingredients and packaged medical marijuana product forms utilizing appropriate written testing protocols.

An adequate number of batches of each product brand, dosage form and packaging format will be tested to determine an appropriate expiration date. Accelerated studies, combined with basic stability information on the product composition and container-closure system, may be used to support tentative expiration dates provided full shelf life studies are not available and are being conducted. Where data from accelerated studies are used to project a tentative expiration date that is beyond a date supported by actual shelf life studies, long term room temperature testing at appropriate intervals will be performed until the tentative expiration date is verified or a more appropriate expiration date is determined.

The first three commercial batches of all distributed products will be placed into a long term room temperature stability program to confirm and eventually extend any expiration date previously assigned utilizing accelerated stability data. At least one batch per year of all distributed packaged medical marijuana products will be placed into a long term room temperature stability program at an independent approved laboratory. The shelf-life of these medical marijuana products will be independently validated by ongoing stability testing according to a schedule determined by the Department.

Each Bloomfield product will have established shelf-life specifications and will include all required storage conditions, including storage at the manufacturing facility once the package is sealed, during transport, at the dispensing facility, in the patient's home, and for samples retained for future testing. All stability results will be promptly evaluated by the Quality Control Unit upon completion of each testing interval. Results will be tabulated as part of this evaluation and reviewed for adverse trends.

All stability failures will be promptly investigated. This written investigation will include any necessary corrective actions — including any steps required by the Returns, Complaints,

Adverse Events, and Recalls plan — will be reviewed by Quality Assurance, and approved by Compliance. Appropriate stability studies may be dropped from this stability program based upon the deletion of products from the marketplace, revisions in product formula and packaging, or other justifiable reasons as determined by Quality Assurance and approved by Compliance. Bloomfield Industries will ensure all medical marijuana product distributed in multiple dose re-sealable containers will be stable for a minimum of 60 days after being opened as specified in the label directions and recommended storage conditions of light, temperature, and humidity. All stability protocols, reports, and associated testing results required by this procedure will be retained for at least five years after completion of the last testing interval for that product.

Dispensing

The Patient Resource Center Managers, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance, will ensure that the quality assurance policy and procedures are followed at all times. Bloomfield Industries' quality assurance policies and procedures include the elimination of the potential for dispensing errors and the ability to track contamination incidents and document the investigated source of those incidents.

- SOP 009 - Dispensing Facility Requirements - Includes individual patient-specific dispensing records for each product they receive, applicable lot number(s), dates dispensed, and product expiry dating. These dispensing records will be monitored electronically for compliance with all New York State requirements including, but not limited to:
    - Dispensing no more than a 30-day supply of product to a patient.
    - Not dispensing additional product until the patient has exhausted all but a seven-day supply of any previously dispensed product.
    - Ensure that each patient receives approved medical marijuana product from no more than two distinct lots for any 30-day supply dispensed.
    - Confirmation that the dispensed product is in accordance with the certified patient's current physician certification. Dispensing facility personnel may NOT dispense any medical marijuana product without first electronically obtaining and documenting this confirmation of the correct patient product from the central computer facility.

Patient Resource Center

The Patient Resource Center Manager has authority to and responsibility for:

1. Approving or rejecting all product containers, packaging, labeling, and medical marijuana products at the dispensing facility; and
2. Approving or rejecting all procedures or specifications that may impact the identity, strength, quality, and purity of the medical marijuana products at the dispensing facility.

Attachment D – Operating Plan: Section 8 - Returns, Complaints, Adverse Events, and Recalls

Introduction Bloomfield Industries intends to deliver pharmaceutical-grade quality through our cultivation, manufacturing, and dispensary operations using an above-and-beyond standard of expertise and service. Rigor in the application of science will be our standard. Certified patients and designated caregivers can expect the purest product, consistently titrated and compassionately dispensed. Safety will be ensured by using adulterant-free products cultivated in secure environments with rigorous quality assurance and quality control protocols along every step of the growth cycle, manufacturing process, and throughout the supply chain. All active ingredients will be traceable from seed, to plant, to extraction, to compounding, to dispensary. Our vigilance around compliance is especially important for Bloomfield to be good neighbors in the communities where we have a footprint.

A key component of putting patients first, producing consistent products through proven best practices, and empowering communities to have safe and logical conversations around the broad spectrum of benefits of medical marijuana is being prepared for the unexpected. Manufacturers, importers, distributors, and retailers of consumer goods are liable for the products they provide to consumers. The same is true for manufacturers and/or retailers of consumer medical marijuana products. For circumstances beyond our control, Bloomfield Industries may need to conduct a product withdrawal or product recall.

Experts have shown that one of the best ways to ensure that a product recall is effective at preserving and protecting human lives is to develop a rigorous recall plan that anticipates the unexpected. Along with that plan is consistent practice implementing that plan. If any circumstance ever requires Bloomfield Industries to withdraw or recall a product, our well-thought out, well-executed recall plan will save lives and prevent injuries.

Product Returns

It is Bloomfield Industries policy to only accept medical marijuana products returned by a patient or designated caregiver at its NYS approved dispensing facilities.

1. Dispensing facilities shall maintain a patient specific log of all medical marijuana products with the brand, administration form, lot number(s), dosage and dates dispensed and any product returned by a patient or designated caregiver.

2. Upon receipt, facility personnel will immediately place any medical marijuana product whose packaging has been opened in a sealable, tamper indicating container.
3. Facility personnel shall ask the patient or designated caregiver the reason (if any) why they are returning the product. Products returned for any type of complaint must be documented.
4. The dispensing facility will hold any products returned by patients or caregivers in a separate designated location for return to the manufacturing facility and subsequent investigation or destruction. The product will be clearly labeled as a patient return and a record of all returned products, their strength, lot number, quantity and reason for its return (if known) will be maintained.
5. Product returned by patients or caregivers will not be re-dispensed to another patient. See SOP # 006B (Disposition of Returned Product)

It is corporate policy to return all short dated, damaged or excessive product inventory at its dispensing facilities back to the manufacturing facility to be properly processed and disposed according to written procedures.

1. Packaged medical marijuana products that become damaged, short dated or returned by a customer will be securely stored at the dispensing facility until they can be properly transported to the manufacturing site. Excessive inventory of usable packaged product at one dispensing facility may also be returned to manufacturing site for storage or restocking at another dispensing facility in accordance with this written procedure.
2. Prior to its return, a shipping manifest with the product name(s), quantities, lot numbers and any other required information will be prepared accurately documenting every medical marijuana product to be included in the shipment. A copy of the completed shipping manifest will transmitted to the manufacturing facility receiving the products and to the appropriate NYS department at least two business days prior to transport.
3. All medical marijuana products will be transported in a locked, safe and secure storage compartment that is part of the transporting vehicle and not visible from outside the vehicle.
4. All return shipments from a dispensing facility shall travel directly to the manufacturing facility and shall not make any unnecessary stops in between. Shipment delivery times shall be randomized.
5. All transport vehicles will be staffed with a minimum of two employees and at least one transport team member shall remain with the vehicle at all times that the vehicle contains

medical marijuana products. Transport team members shall have access to a secure form of communication with the manufacturing facility at all times that the vehicle contains medical marijuana products.

6. The transport team shall possess a copy of the shipping manifest at all times when transporting products and shall produce it to authorized government representatives or law enforcement officials upon request.
7. Upon receipt at the manufacturing facility, all returns shall be held under quarantine in a secure area until inspected and a determination made regarding its disposition. Returns shall be compared with the shipping manifest, issue a Receiving & Control Number and documented in the receiving log book by warehouse personnel. See SOP #002 (Receipt and Quarantine of Incoming Materials).
8. Any product identified by the dispensing facility as a patient return will be rejected by Quality Assurance and held under quarantine for subsequent destruction. See SOP #006A (Quarantine and Disposal of Unusable Product)
9. Excessive product inventory returned by a dispensing facility will be documented and inspected by Quality Assurance utilizing a Material Receiving and Inspection Record (See SOP #002 Attachment 1). Products found to be in acceptable physical condition and expiry may be released by Quality Assurance based upon its previously documented release testing, known stability profile and individual lot history including the dispensing facility's storage conditions.
10. Warehouse Personnel will promptly transfer any released products to the appropriate warehouse location upon its approval by Quality Assurance.
11. Copies of all documentation mandated by this procedure shall be maintained for a period of five (5) years and will be made available to the appropriate NYS department upon request.

Complaint Handling

All employees are responsible for documenting any complaint received from another employee, a certified patient or designated caregiver, or any other party in the complaint log. An employee may receive a complaint in person, by phone, or email. Any employee receiving a complaint must notify the Patient Resource Center Manager immediately. All employees will be trained by the Patient Resource Center Manager to handle complaints including verbal de-escalation techniques and investigative questioning.

Complaint Classification

All complaints must be categorized by the Patient Resource Center Manager as a dispensing error, product complaint, adverse event report, or other complaint. Other complaints may include, but are not limited to neighborhood-related issues, service-related issues, employee-related issues, or other operational related issues.

Dispensing Errors and Recalls

The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance, will handle any errors and/or recall or withdrawal operations due to affected products that may occur within the dispensing facility. The Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and the Chief Communications Officer, is responsible for communicating to all certified patients and designated caregivers, employees, and Bloomfield Industries management about any recalls or withdrawals of particular medical marijuana products or related products.

Other Complaints and Adverse Event Reporting

The Patient Resource Center Manager will respond to any complainant relating to any issue other than product-related issues within twenty-four hours. It is Bloomfield Industries' policy to make a good faith effort to resolve any complaint, whether legitimate or frivolous, whenever possible.

Investigation of a Complaint

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance, will ensure all Bloomfield Industries policies and procedures for returns, complaints, adverse events, and recalls are being followed. Once notification of a withdrawal, recall, dispensing error, adverse event report, or patient complaint has been received, the necessary, accurate, and detailed documentation and product tracking will begin immediately. The process includes:

1. Gather information from the patient or caregiver, supplier, or regulator about the nature of the product complaint.
2. Assemble upon the direction of the Director of Patient Resource Centers the personnel or experts needed to conduct a product complaint investigation.
3. Conduct a thorough investigation into the problem with the affected product.

4. Determine the nature and potential causes of the problem.
5. Determine any other product(s) that may potentially be affected.
6. Enter all information into the Complaint Log.
7. Determine the course of action using these criteria:
    a. Product Recall: Safety or health risk due to physical, chemical, biological, or immunological. Proceed to Bloomfield Industries recall policies and procedures.
    b. Product Withdrawal: a quality-related issue with the affected product(s).
    c. No Corrective Actions: an isolated incident with the affected product(s).

Classification of a Withdrawal or Recall Event

Determining the need for a recall or withdrawal

There are two levels of product recall: recall and withdrawal. A recall is generally undertaken to protect patient health and safety. In the event of a recall, Bloomfield Industries will issue a press release and notify the Department immediately.

A withdrawal is generally conducted for quality purposes or as a precautionary measure before an official recall is implemented. A press release and Department notification may not be necessary in the event of a withdrawal (i.e., a defective vaporizer recall).

The Director of Quality Assurance must determine the need to execute a withdrawal or recall of any medical marijuana product or other product distributed from the facility in order to protect patient health from products that present a risk of injury or gross deception, or otherwise are defective. Bloomfield Industries will begin execution of a withdrawal or recall immediately upon any request or mandate from any regulatory body with authority to do so.

If the Director of Quality Assurance is unsure of the need for withdrawal or recall or of the correct event classification, he/she may engage the services of an expert to assist the process.

The CFO must notify the insurance company and determine coverage. If the event is covered, all documentation necessary must be filed after the completion of the withdrawal or recall. The CFO must also notify legal counsel and maintain communication with counsel throughout the withdrawal or recall procedures. Any recommendations by counsel for alternative procedures will be approved by the CEO.

Objectives of withdrawal and recall procedures

Immediately upon identification of an affected product, all distribution of that product will be stopped. Once all distribution has stopped, it is the responsibility and obligation of the Director of Patient Resource Centers, in coordination with the Director of Quality Assurance, to contact any and all patients who may have been in contact with the product as well as the Department about the withdrawal or recall. The affected product will be removed from the patient population, storage, and distribution areas, and finally disposed of properly. (For a full description of Bloomfield's waste disposal policies and procedures, please see Section 5, Security and Control, pp. 7-9.) The dispensing facility is required to conduct a root cause analysis and report the effectiveness and outcome of the recall, as well as to hold a post-recall meeting for evaluation. In summary, our process will be:

1. Stop distribution of the affected product;
2. Effectively notify management, customers, and the Department about the withdrawal or recall;
3. Efficiently remove the affected product from the patient population;
4. Remove the affected product from storage and distribution areas;
5. Dispose of the affected product;
6. Conduct a root-cause analysis and report the effectiveness and outcome of the recall; and
7. Conduct a post-recall meeting for evaluation.

Classification of a withdrawal or recall

The classification of a recall typically involves the presence of bacteria or a substance that may cause a potential allergic reaction. The term "recall" can have legal significance, insurance, and liability implications. The term should be used carefully and only when regulations mandate. Otherwise, the term withdrawal shall be used.

Types of withdrawal and recall events

The following examples would constitute an incident requiring a withdrawal or recall:

1. Malicious contamination.
    a. Product found with a pesticide residue for an illegal/restricted chemical.
    b. Product found with a pesticide residue above permitted legal limits.

   c. Known, assumed, or suspected product contamination by chemical, physical (e.g., plastic, glass, wood, metal, or pest), or microbiological hazards (e.g., including blood contamination). .
2. Incorrect labeling that may constitute a breach in food safety, quality, regulatory, or legal standards.
3. Notification from a supplier that any of the above had occurred to a product prior to supply.

Verification required for recall procedures

Any determination by the Director of Quality Assurance to implement recall procedures must be supported by test results or other scientific documentation or expert opinion. An assessment will be conducted to determine the procedures to implement. The following points will be considered:

1. Investigation of whether or not any disease or injuries have already occurred from the use of the product.
2. Assessment of hazard to various segments of the population (e.g., immune compromised patients, surgical patients etc.) who are expected to be exposed to the product being considered, with particular attention paid to the hazard to those individuals who may be at greatest risk.
3. Assessment of the degree of seriousness of the health hazard to which the population at risk would be exposed.
4. Assessment of the likelihood of the occurrence of hazard.

Class of withdrawal or recall event

A withdrawal or recall event will be assigned to one of the following classes by the Director of Quality Assurance:

1. Class 1: When there is an emergency situation involving removal from the market of products in which the consequences of use or exposure to the product are life threatening or involve a serious adverse health consequence.
2. Class 2: When there is a situation in which the use of, or exposure to, a contaminated product may cause temporary adverse health consequences or where the probability of serious adverse health consequence is remote (e.g., pathogenic bacterial population, exclusive of C. botulinum, adequate to cause illness).

3. Class 3: When there is a situation in which the use of, or exposure to, the product is not likely to cause adverse health consequences (e.g., a non-hazardous labeling violation).

Executing a Withdrawal or Recall Event

Withdrawal and Recall Team

A team responsible for traceability is required for any withdrawal or recall event. The team is responsible for coordinating all aspects of a withdrawal or product recall. A recall coordinator is to be appointed by the Director of Quality Assurance and members of a recall team will be identified from the various functional areas. Together, the team will assist the recall coordinator in the event of a withdrawal or recall event in accordance with Bloomfield Industries' quality assurance and product recall policies and procedures. All team members will ensure that all procedures are carried out effectively and efficiently. The team is to receive appropriate training through mock withdrawal and recall procedures semi-annually so that they understand their responsibilities. The withdrawal and recall team list must be updated at least four times per year by the Director of Quality Assurance to ensure all names, contact phone numbers, and responsibilities of team members and alternates are updated.

Recall Management Team

Primary	Alternate	Responsibilities During a Withdraw or Recall
Director of Quality Assurance	Director of Patient Resource Centers	Decision making Unit communications
CFO	COO	Obtaining legal counsel or other expert advice
CFO	COO	Contact insurance company
Chief Communications Officer	COO	Media communications
Patient Services Coordinator	Patient Care Representatives	Contacting patients Assisting patients
Director of Manufacturing	Production Manager	Internal complaint investigation
Director of Cultivation	Cultivation Manager	Internal complaint investigation

Product Tracking Required

There are two types of product tracking in the dispensing facility:

1. Finished product – includes all product sold and in the dispensing facility tracked utilizing the point of sale system.

2. Packaging – all packaging used for medical marijuana products tracked utilizing the Receiving Log.

Finished Product Tracking

All products that have been partially or completely distributed fall into this category, including products for sale in the dispensing facility. The required process to be followed includes:

1. Assembling the personnel needed to conduct tracking of a finished product.
2. Identifying the affected and any other potentially affected product(s), product code(s) and production date(s).
3. Determining the quantity of affected product(s) produced.
4. Determining from the inventory management system and point of sales system the last day of shipment (and the patient) for the affected product(s).
5. Determining from the point of sale system all the customers who purchased the affected product(s) during this period (i.e. period = day of packaging to last day of shipment).
6. Determining from the inventory management system the remaining quantity of the affected product(s) in our inventory.

Packaging Material Tracking

Any packaging material or containers used in the dispensing facility for finished products fall into this category. The required process to be followed includes:

1. Identifying the affected and any other potentially affected packaging material(s) and lot number(s)/quality control code/receiving date(s).
2. Determining from the Receiving Log record the quantity and the receiving date of the affected packaging material(s) received.
3. Determining all the finished product(s) associated with the affected packaging material(s) based on the type and size of the packaging material.
4. Determining from the production records the period of use for the affected packaging material(s).
5. Determining from the inventory management system the quantity of the affected product(s) associated with the affected packaging material(s) in this period given the affected period and product.
6. Determining from the production records and inventory management system the day the affected product(s) entered into our inventory (i.e. packaging date).

7. Determining from the point of sale system the last day of shipment (and the customer) for the affected product(s).
8. Determining from the point of sale system all the customers who purchased the affected product(s) during this period (i.e. period = day of packaging to last day of shipment).
9. Determining from the inventory management system the remaining quantity of the affected product(s) in our inventory.
10. Locating any remaining affected packaging material(s) from the storage shelves and cabinets.

Executing a Withdrawal or Product Recall

The required process to be followed includes:

1. Assembling the withdrawal or recall team, ensuring adequate resources are available for the severity of the issue.
2. Gathering all information collected in the tracking process.
3. Detaining and segregating all products to be recalled which are in Bloomfield Industries' control. Adhere a DO NOT DISTRIBUTE sign and complete the Withdrawal and Recall Log component of the Incident Log.
4. Sending a Notification of Recall to the affected customers.
5. Notifying the Department within twenty-four hours.
6. Ensuring the following information is accurately provided:
    a. Name and Product Code of the withdraw/recalled product(s).
    b. Production date(s) of the withdraw/recalled product(s).
    c. Reason for the withdrawal/recall.
    d. Quantity of withdraw/recalled product(s) distributed.
    e. Quantity of withdraw/recalled product(s) in inventory (for internal use only).
    f. Area(s) of distribution and customers affected (for internal use only).
7. Coordinating and monitoring the recovery of all affected product(s).
8. Conducting a reconciliation of the total quantity of recalled product and affected product in inventory against the total quantity produced.
9. Randomly removing and submitting samples of recalled product(s) to an independent laboratory for testing as appropriate.

10. Disposing of the affected product in a manner consistent with Bloomfield's waste disposal policies and procedures, retaining in a safe and secure manner any portion of the affected product necessary for additional testing and analysis.
11. Collecting testing results and discussing the results and corrective actions that may be required with the Department.
12. Preparing a Withdrawal and Recall Report in coordination between the Patient Resource Center Manager, the Director of Patient Resource Centers, and the Director of Quality Assurance.

Withdrawal and Recall Training and Planning

Training and Mock Withdrawal and Recall Drills Required

The Director of Quality Assurance must implement all necessary withdrawal and recall training for all employees, including mock recalls. Mock recalls are used to determine whether the withdrawal and recall procedure is capable of identifying and quickly controlling a batch of potentially affected product and reconciling the quantities produced, quantities in inventory, and quantities distributed. A mock withdrawal or recall will identify potential problems and allow employees to become familiar with recall procedures. If problems are identified in the procedures, they will be corrected by the Director of Quality Assurance and employees will be retrained on new procedures.

Drill Procedures

The Director of Patient Resource Centers will carry out mock withdrawal or recall procedures at least annually by randomly selecting at least two items including medical marijuana products or other accessory products.

1. The mock procedures will follow all regular procedures; however, no product should be retrieved from patients or caregivers or removed from inventory or storage.
2. All information obtained during a mock withdrawal or recall drill must be documented on the Withdrawal and Recall Log component of the Incident Log.
3. All parties involved in a mock withdrawal will be notified immediately that it is a mock procedure.
4. The mock recall file will include the name, address and telephone number of clients for the lot tested, production records, and the processing, inventory, and distribution history of each lot involved.

5. All recommended corrective actions and deficiencies must be documented in a mock withdrawal and recall report to be submitted to the Director of Quality Assurance.
6. Any corrective actions or deficiencies will be corrected by the Patient Resource Center Manager and all employees will be re-trained on new procedures.

Attachment D – Operating Plan: Section 9-Product Quality Assurance

Introduction

Bloomfield Industries ("Bloomfield") Quality Assurance Plan, described in great detail in Section 7 of this attachment, extends throughout all aspects of its cultivation, manufacturing, production, and dispensing activities. Extensive quality assurance requirements are contained throughout our Standard Operating Procedures (SOP) starting from the initial inspection and approval of incoming raw materials, throughout all manufacturing operations, and well beyond the approval of finished packaged product for distribution.

10 NYCRR §1004.5(b)(4)(vi) directs each applicant seeking to become a medical marijuana registered organization to provide "a quality assurance program to track contamination incidents and document the investigated source of such incidents, and the appropriate corrective action(s) taken." In the pages that follow, we have summarized the SOPs that provide the foundation for this quality assurance program.

Investigating and Responding to Potential Contamination Incidents

Due to Bloomfield Industries' rigorous Quality Assurance Plans, incidents of contamination will be easily tracked, should they arise. Following a report of potentially contaminated products, Bloomfield employees will investigate the complaint, in accordance with the protocols set forth in Section 8 of this Operating Plan: "Returns, Complaints, Adverse Events, and Recalls." Once an incident of contamination has been confirmed, Bloomfield employees will document the investigated source of the incident and take appropriate corrective measures.

Complaint Handling

All employees are responsible for documenting any complaint received from another employee, a certified patient or designated caregiver, or any other party in the complaint log. An employee may receive a complaint in person, by phone, or email. Any employee receiving a complaint must notify the Patient Resource Center Manager immediately. All employees will be trained by the Patient Resource Center Manager to handle complaints including verbal de-escalation techniques and investigative questioning.

Investigation of a Complaint

The Patient Resource Manager, in coordination with the Director of Patient Resource Centers and the Director of Quality Assurance, will ensure all Bloomfield Industries policies and procedures for returns, complaints, adverse events, and recalls are being followed. Once notification of a withdrawal, recall, dispensing error, adverse event report, or patient complaint has been received, the necessary, accurate, and detailed documentation and product tracking will begin immediately. The process includes:

1. Gather information from the patient or caregiver, supplier, or regulator about the nature of the product complaint.
2. Assemble upon the direction of the Director of Patient Resource Centers the personnel or experts needed to conduct a product complaint investigation.
3. Conduct a thorough investigation into the problem with the affected product.
4. Determine the nature and potential causes of the problem.
5. Determine any other product(s) that may potentially be affected.
6. Enter all information into the Complaint Log.
7. Determine the course of action using these criteria:
    a. Product Recall: Safety or health risk due to physical, chemical, biological, or immunological. Proceed to Bloomfield Industries recall policies and procedures.
    b. Product Withdrawal: a quality-related issue with the affected product(s).
    c. No Corrective Actions: an isolated incident with the affected product(s).

Detailed procedures

1. Product complaints may be received in writing (via mail or Email) and over the telephone. Upon receipt, all written complaints will be immediately forwarded to Bloomfield's Quality Control Unit. Bloomfield employees receiving a product complaint via the telephone shall either forward the call to the Quality Control Unit or record the customer's name, address, phone number, product name, lot number (if available), product complaint and then inform the customer that the responsible individual will be calling them to address this situation. Customer service employees will record this complaint information using a Product Complaint Record (see final page of this section) and immediately forward it to the Quality Control Unit.
2. The Director of Quality Assurance shall assign a sequential complaint number to all product complaints upon receipt and enter the complaint in the annual Product

Complaint Log. All product complaints shall be acknowledged by the assigned Quality Control Unit personnel within 1 working day of their receipt and promptly investigated. IMPORTANT: Product complaints involving a serious or unexpected adverse medical event must be reported to the Department within 24 hours of their receipt.

3. All product complaint investigations will, at a minimum, include the following information:
    a. The date the complaint was received
    b. Whether it was received by phone call or written
    c. The original customer complaint correspondence (if received in writing)
    d. The name, address and phone number or email address of the complainant
    e. The product's name, strength and lot number (if available)
    f. The nature of the complaint
    g. The name of the individual who received and documented the complaint.
    h. The sequential number assigned by Quality Assurance for each complaint
    i. Appropriate complaint investigation and follow-up
    j. The manner in which the complaint was resolved with the name and date of the company representative making that determination.
4. Based upon the nature of the complaint and individual product characteristics, the Quality Control Unit's investigation of these reported incidents shall include:
    a. Examination of retained samples from the same product and lot number.
    b. The utilization of sound scientific principles based upon the nature of the product complaint and where appropriate include retesting product according to its written finished product or packaging specifications.
    c. Obtaining the original complaint product back from the customer for examination.
    d. If available and necessary for a thorough investigation, any remaining complaint product should be returned to the dispensing facility and subsequently forwarded to the manufacturing site for evaluation or testing.
    e. Review of the product manufacturing records with production to identify possible cause(s) of the product complaint and potential Corrective or Preventive Actions (CAPA) by production to minimize the possibility of future product defects.
5. All interim contacts or correspondence with the complainant and product manufacturing reviews will be noted on the Product Complaint Record or an attachment.
6. Upon completion of this investigation or other resolution of the complaint, the complainant will be notified in writing.

7. A written evaluation on all complaints will be completed at least once per year. This evaluation will include a per lot tabulation of the frequency of complaints for each product and a comparison to the previous year. Adverse trends in the frequency of product complaints will be evaluated for potential Corrective or Preventive Action (CAPA).
8. All files regarding product complaints shall be maintained by the Quality Assurance department for a minimum of five (5) years after the date that the complaint was received. Copies shall be made available to the appropriate NYS department upon request.

Adverse medical experiences

An adverse medical experience is defined as any adverse event associated with the use of a medical marijuana product, whether or not considered medical marijuana related, including events occurring during routine product usage, including product abuse, overdose, withdrawal or any failure of expected pharmacological action.

A serious adverse medical experience is defined as any adverse experience occurring at any dose that results in any of the following outcomes: Death, a life-threatening adverse medical experience, inpatient hospitalization or prolongation of existing hospitalization, a persistent or significant disability or incapacity, or a congenital anomaly (birth defect).

An unexpected adverse medical experience is defined as any adverse medical experience not listed in the current labeling or patient insert for the medical marijuana product. This includes events that may be symptomatically related to a listed event, but differs from the event because of greater severity or specificity.

1. Customer complaints involving an adverse medical experience may be received in writing, via mail, E-mail or over the telephone. All complaints are immediately forwarded to the Quality Control Unit.
2. All customer complaints for medical marijuana products will be evaluated to determine if they meet the preceding definition for an Adverse Medical Experience (#1). Quality Assurance shall tabulate and submit information obtained regarding all medical marijuana product adverse medical experiences at the required intervals to the appropriate NYS department.

3. Every effort should be made to obtain any remaining portion of the original complaint product involving an adverse medical experience for examination. Any available original complaint product should be returned to the dispensing facility and subsequently forwarded to the manufacturing site for evaluation and testing.
4. Medical marijuana product complaints involving either a Serious or Unexpected Adverse Medical Experience must be reported to the Department within 24 hours of their occurrence and receipt of the complaint.
5. The Quality Control Unit shall promptly investigate all Adverse Medical Experiences and shall submit follow-up reports to the Department within 15 calendar days of receipt, if significant new information becomes available or as requested by the department. If additional information is not obtainable, records should be maintained of the unsuccessful steps taken to seek additional information.
6. Product investigations of Adverse Medical Experiences shall utilize sound scientific principles based upon the nature of the medical experience and whenever appropriate include retesting of any suspect product according to its written specifications.
7. The above reports submitted to the Department should maintain patient privacy thus not disclosing patient names or addresses. These reports should include the name of the reporter from whom the information was received.
8. The Quality Control Unit shall maintain for ten (10) years all records involving adverse medical experiences including any reports, correspondence and follow-up required by Bloomfield's SOP. Copies shall be made available to the Department upon request.

Corrective Action: Executing a Withdrawal or Product Recall

Should a complaint, whether related to an adverse medical experience or not, result in a potential or actual contamination incident and create a need for a product withdrawal on recall, the required process to be followed includes:

1. Assembling the withdrawal or recall team, ensuring adequate resources are available for the severity of the issue.
2. Gathering all information collected in the tracking process.
3. Detaining and segregating all products to be recalled which are in Bloomfield Industries' control. Adhere a DO NOT DISTRIBUTE sign and complete the Withdrawal and Recall Log component of the Incident Log.
4. Sending a Notification of Recall to the affected customers.

5. Notifying the Department within twenty-four hours.
6. Ensuring the following information is accurately provided:
    a. Name and Product Code of the withdraw/recalled product(s).
    b. Production date(s) of the withdraw/recalled product(s).
    c. Reason for the withdrawal/recall.
    d. Quantity of withdraw/recalled product(s) distributed.
    e. Quantity of withdraw/recalled product(s) in inventory (for internal use only).
    f. Area(s) of distribution and customers affected (for internal use only).
7. Coordinating and monitoring the recovery of all affected product(s).
8. Conducting a reconciliation of the total quantity of recalled product and affected product in inventory against the total quantity produced.
9. Randomly removing and submitting samples of recalled product(s) to an independent laboratory for testing as appropriate.
10. Disposing of the affected product in a manner consistent with Bloomfield's waste disposal policies and procedures, retaining in a safe and secure manner any portion of the affected product necessary for additional testing and analysis.
11. Collecting testing results and discussing the results and corrective actions that may be required with the Department.
12. Preparing a Withdrawal and Recall Report in coordination between the Patient Resource Center Manager, the Director of Patient Resource Centers, and the Director of Quality Assurance.

PRODUCT COMPLAINT RECORD

DATE: _____ ☐ Written ☐ Phone Call

Customer Name: _____

Address: _____

_____

Phone No. _____

Product Name/Strength: _____

Lot No._____ (if available)

Complaint: _____

_____

Complaint Taken By: _____

COMPLAINT INVESTIGATION #_____

RESOLUTION OR DISPOSITION

_____ _____

Completed By: **Date:**

Attachment D - Operating Plan: Section 10 – Recordkeeping

Introduction

Bloomfield Industries, Inc. ("Bloomfield") has developed and adopted procedures for maintaining records that conform to state medical marijuana regulations and best practice for the cannabis and pharmaceutical sectors. Title 10, Chapter XIII, Part 1004.5(b)(4)(vii) of the Official Compilation of Codes, Rules and Regulations of the State of New York requires: "detailed description of plans, procedures, and systems adopted and maintained for tracking, record keeping, record retention, and surveillance systems, relating to all medical marijuana at every stage including cultivating, possessing of marijuana, and manufacturing, delivery, transporting, distributing, sale, and dispensing by the proposed registered organization." Bloomfield will maintain records required for a period of five years and make such records available to the department upon request.

The Company will ensure compliance with all laws and regulations pertaining to its operation as a registered organization including recordkeeping. However, the operational needs of the Company necessitates records in excess of the mandated requirements. The Company's recordkeeping policies and procedures as detailed in this section and throughout the Standard Operating Procedures in Section 6 demonstrate not only compliance with legal and regulatory requirements, but a commitment to full documentation and transparency in all of the Company's operations. The Company maintains strict control over records in order to:

- Provide operating data to management,
- Provide information to advisors and board members,
- Document operations for third-party certifiers and auditors, and
- Maintain a record of operations in case of any insurance claims, legal, or administrative investigation.

Responsibilities

The Chief Operating Officer will oversee all record retention protocols of the Company. The Chief Executive Officer is responsible for oversight of the Chief Operating Officer and all record maintenance activities. Each Director in the Company will supervise the recordkeeping activities in their operating unit to ensure compliance with Company policies and procedures.

Compliance with Regulations

Bloomfield Industries is committed to compliance with all laws and regulations pertaining to its operation as a registered organization. Several regulations apply to the recordkeeping functions of the Company as listed herein. The Company's recordkeeping policies and procedures as detailed in this section and throughout the Standard Operating Procedures detailed in Section 6 demonstrate not only compliance with the following requirements, but a commitment to full documentation of the Company's operations. The regulations alone call for the recordkeeping provisions listed below.

General

§1004.10(a)(1) – The Company will make its books, records, and manufacturing and dispensing facilities available to the department or its authorized representatives for monitoring, on-site inspection, and audit purposes.

Production Records

§1004.10(a)(8) - The Company will maintain records required for a period of five years and make such records available to the Department upon request. Such records will include:

- Documentation, including lot numbers where applicable, of all materials used in the manufacturing of the approved medical marijuana product to allow tracking of the materials including but not limited to:
    - soil,
    - soil amendment,
    - nutrients,
    - hydroponic materials,
    - fertilizers,
    - growth promoters,
    - pesticides,
    - fungicides, and
    - herbicides.
- Cultivation, manufacturing, packaging and labeling production records; and
- Laboratory testing results.

Organization Closure

§1004.10(c)(2)(iii) – In the event of closure, Bloomfield, following a plan subject to Department approval in accordance with Department protocols, shall employ procedures and actions to maintain and make available to the Department all records required to be maintained under the state's laws and regulations for a period of five years.

Dispensing Records

§1004.12(g)(2)(ii) – In the event a visitor needs access to a Bloomfield dispensing facility and cannot obtain a waiver in time, the dispensing facility will record in the visitor log: the name of the visitor, date, time, purpose of the visit, and the facts upon which the access was granted. The dispensing facility shall also obtain in the visitor log the name of the visitor, date, time, and purpose of visit from visitors with prior approval from the Department for the visit.

§1004.17 - A record of all approved medical marijuana products that have been dispensed will be filed electronically with the department, utilizing a transmission format acceptable to the department, not later than 24 hours after the marijuana was dispensed to the certified patient or designated caregiver.

Security Records

§1004.13(a)(4) – Bloomfield will retain 24-hour recordings from all video cameras, which the manufacturing facility or dispensing facility will make available for immediate viewing by the Department or the Department's authorized representative upon request and will be retained for at least 90 days.

Note: Bloomfield will provide the Department an unaltered copy of such recording upon request. If Bloomfield employees or management are aware of a pending criminal, civil or administrative investigation or legal proceeding for which a recording may contain relevant information, Bloomfield will retain an unaltered copy of the recording until the investigation or proceeding is closed or the entity conducting the investigation or proceeding notifies Bloomfield that it is not necessary to retain the recording.

§1004.13(a)(12)(b) - Bloomfield will ensure that its manufacturing facility and dispensing facilities maintain all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction or alterations.

§1004.13(a)(12)(g) - Records of security tests will be maintained for five years and made available to the Department upon request.

Pricing Records

§1004.15(d) and §1004.15(h) - The Department or the Department's authorized representative has the right to examine records that formed the basis for the proposed price, including the Bloomfield's books, records, documents, and other types of factual information that will permit an adequate evaluation of the proposed price. Bloomfield will provide reasonable access to the Department of its facilities, books, and records.

Recordkeeping Policies

Bloomfield has developed strict protocols for the maintenance of records and documents. In addition to Bloomfield's legal obligation to protect patient information, we have a corporate responsibility to our members to accurately document the activities of the business. True and correct records maintained in a timely and organized manner also provide real-time operating information to management necessary to make quick and informed decisions in the normal course of business. The following sections detail the recordkeeping policies in each area of the operation.

General Company Recordkeeping

This section describes procedures for ensuring the maintenance of true, complete, and current records that will be available for inspection by the Department or other authorized authorities upon request. The Chief Operating Officer is assigned responsibility for all Bloomfield Industries recordkeeping in coordination with each operating unit's manager. The section describes in detail the required types of records, the length of preservation, responsibility, and conditions that require formal reports or the notification of appropriate authorities.

Bloomfield Industries will maintain records in accordance with Department requirements and best practice for corporations. Measures are established herein for the maintenance of records relevant to operating procedures, inventory records including seed-to-sale tracking, personnel records, staffing plans, personnel policies and procedures, waste disposal records, product testing and recall records, security records, designated business records, and additional required Department reporting.

General Requirements

The Chief Operating Officer is responsible for recordkeeping, data retention and back-ups to ensure the Company maintains true, complete, and accurate records. The Chief Operating Officer is also responsible for the proper integration of those requirements into policies and procedures. Back-up of all records will be maintained for a minimum of five years. All employees will adhere to recordkeeping policies and procedures unique to their operating unit as a condition of employment. The Chief Operating Officer will authorize the release of any records to a third-party and will report the disclosure of records to the Chief Executive Officer to determine if legal counsel should be notified. Bloomfield Industries will maintain, at a minimum, the following categories of records:

1. Standard operating procedures;
2. Inventory records including seed to sale tracking;
3. Confidential patient and caregiver records;
4. Personnel records and policies;
5. Waste disposal records;
6. Maintenance records; and
7. Business records including:
    a. Bloomfield Industries assets and liabilities,
    b. Fixed asset schedules,
    c. Insurance and escrow requirements;
    d. All monetary transactions;
    e. Books of accounts including journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers, monthly and quarterly reports, and annual audits;
    f. Sales records;
    g. Salary and wages paid to each employee, stipend paid to each executive manager, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Bloomfield Industries, including Members of the Company, if any;
    h. All licensing documentation and other correspondence with the Department; and
    i. All other corporate documents required by law including but not limited to meeting minutes, annual reports, stock or membership agreements.

Recordkeeping Systems Equipment

Bloomfield Industries will acquire multiple information management systems requiring hardware and software. Whenever possible, Bloomfield will elect cloud-based software systems that allow the use of standard hardware and that provide sufficient back-up capabilities. Bloomfield will utilize BioTrack THC and their recommended hardware, data storage, and software for all operating functions so long as they retain the contract to provide services to the Department. Additional organizational hardware and software needs may be fulfilled by the Director requesting the capability.

Hardware configurations are reviewed with each software application in order to determine what equipment will best meet the needs of the end user. Bloomfield will make every effort to provide the most suitable desktop or laptop while maintaining the company's cost effectiveness. Employees will be given access to appropriate network printers. Employees needing computer hardware beyond that which is typically provided will request such hardware from their unit Director. In some limited cases, employees may be given local printers if deemed necessary by the unit Director in consultation with the Chief Operating Officer.

All software acquired or developed by Bloomfield is and at all times will remain Bloomfield property and will be serviced by a real-time off-site back-up system. All such software will be used in compliance with applicable licenses, notices, contracts, and agreements. All purchasing of software by Bloomfield will be centralized by the Chief Operating Officer to ensure that all applications conform to regulatory and company software standards and are purchased at the best possible price. All requests for software will be submitted to the unit Director for approval.

Confidentiality

Information held by Bloomfield Industries about patients, caregivers, and employees is confidential and will not be disclosed by any employee without the written consent of the individual to whom the information applies or as required under law or pursuant to an order from a court of competent jurisdiction provided; however, the Department may access this information to carry out official duties.

Records Incidents

Any loss or unauthorized alteration of Bloomfield Industries records discovered or suspected by any employee will be reported to the Chief Operating Officer immediately. The Chief Operating Officer will report such incidents to the Department and law enforcement as necessary. Upon discovery of a records security breach, the Chief Operating Officer will review all recordkeeping and security policies to identify deficiencies and necessary corrective measures. The Chief Operating Officer will engage the service of a third-party data security expert as needed.

Employee Records

Organizational Charts and Job Descriptions

The Chief Operating Officer or designee will maintain a current organizational chart and job descriptions for each employee and volunteer position.

General Employee Records

The Chief Operating Officer or designee will maintain accurate personnel records for each Bloomfield Industries employee. Such records will be maintained for at least seven years and include:

1. All materials submitted to the Department;
2. A copy of their Department-issued licensing;
3. Documentation of verification of references;
4. The job description or employment contract that includes a description of duties, authority, responsibilities, qualifications, and supervision;
5. Documentation of all training received by the employee and the signed statement of the employee indicating the date, time, and place the training was received and the topics discussed, including the name and title of presenters;
6. Documentation of periodic performance evaluations; and
7. A record of any disciplinary action taken.

Compensation Records

The Chief Operating Officer or designee will maintain records documenting the salary and wages paid to each employee, stipend paid to each executive manager, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Bloomfield

Industries, including executive managers. These confidential records will be maintained for a period of at least seven years.

Transportation Records

At any time marijuana, marijuana waste, or marijuana products are transported out of a Company facility for any reason, the following policies will be adhered to:

1. All deliveries will be accompanied by a trip plan.
2. The trip plan will be verified as accurate by the Director of Security and provided by the Director of Security or transporting Security Officer to the receiving location.
3. The transporting Security Officer will record the end time of each trip and any variances occurring to the trip plan in the Transportation Event Log.
4. Any vehicle accidents will be reported by the transporting Security Officer to the Director of Security or unit manager immediately.
5. Any loss or theft of medical marijuana products will be reported by the transporting Security Officer immediately to the Director of Security or unit manager.
6. Any manager receiving a loss or theft report from a transporting Security Officer will notify the Chief Operating Officer immediately.
7. The Chief Operating Officer will report the occurrence to the appropriate law enforcement agency and the Department immediately.
8. The Chief Operating Officer will ensure transportation records are maintained in accordance with regulations and provided to the Department upon request.

Theft and Loss Records

The Chief Operating Officer will ensure that all theft or loss reports originating from any Bloomfield Industries operating unit are reported to the appropriate law enforcement agency and the Department as required by regulations and fully documented in the Company's records. All related documentation will be available for review by authorities upon legal request for a period of at least five years or longer as required by regulations.

Lost Department Identification

Any Bloomfield Industries employee will report a lost, stolen, or destroyed identification card to their manager immediately.

Security Records

The Director of Security will ensure recordings from all video cameras are available for immediate viewing by the authorities in accordance with regulations. Bloomfield Industries policy is to retain these recordings for a minimum of 90 days or longer as necessary per regulations. The Chief Operating Officer in coordination with the Director of Security will ensure the proper retention of all recordings. Recordings will not be destroyed or altered, and will be retained as long as necessary if the Chief Operating Officer is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information. A current list of authorized employees and service personnel that have access to the surveillance room will be maintained and enforced by the Director of Security.

Notification of a Breach

The Chief Operating Officer, in coordination with the Director of Security, will ensure all security equipment is designed to provide immediate automatic or electronic notification to alert the local law enforcement agency of an unauthorized breach of security in any Bloomfield Industries facility. The Chief Operating Officer will ensure all employees are properly trained and directed to notify local law enforcement immediately upon discovering a breach of security.

Process and Production Records

The Director of Cultivation and the Director of Manufacturing will ensure that records are maintained for the results of all production activities as required by the quality control procedures. Each Director is responsible for the maintenance of written production and process control procedures used to govern the production and process control functions of their unit. The Director will ensure procedures are documented when performed through production records, transaction records, or other logs required in their unit of operation. Any deviation from the written procedures will be documented by the Director and reported to the Chief Operating Officer. The Chief Operating Officer will approve the written justification for the deviation in the internal Procedure Variance Log.

Lot and Container Records

Each Unit Director, under the oversight of the Chief Operating Officer, will ensure that each container or group of containers for components and marijuana products is identified with a distinctive code for each lot in the shipment received. The code will be used in all transactions

pertaining to the lot including processing, sales, transfers, disposals, or any other transaction impacting quantities recorded for the lot. Each lot will be properly identified by the Director, both with container labeling and in the inventory management system, as to the lot's status as quarantined, approved, or rejected.

Salvage Records

Any salvage of marijuana or medical marijuana products will be approved by the quality assurance unit and Chief Operating Officer. All salvage procedures will be properly documented and records will be maintained for a minimum of five years.

Maintenance Records

Each Unit Director or designee will maintain records of any maintenance, cleaning, sanitizing, and inspection in any Bloomfield facility. The Chief Operating Officer is responsible for oversight and maintenance of such records.

Dispensing Records

Each dispensing manager ("Patient Resource Center Manager"), a licensed pharmacist, is responsible for the maintenance of all dispensing records, including patient and sales records in the point of sales system. Patient Care Representatives are also responsible for the input of patient and sales data into the point of sale systems. All dispensing employees will receive training on Bloomfield and Department recordkeeping requirements prior to working in any operating unit of the company. The Director of Patient Resource Centers is also responsible for the maintenance of some accounting functions entering deposit and reconciling entries into the financial management system. The Director of Patient Resource Centers in coordination with the Chief Operating Officer will ensure the appropriate separation of duties recordkeeping functions.

Certified Patient and Designated Caregiver Records

Information held by Bloomfield Industries about certified patients, designated caregivers, and employees is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction. However, the Department may access this information to carry out official duties.

The dispensing facilities will maintain a transparent and fully accountable set of dispensing facility-related records for internal and external audits, as well as review by the Department. All physical documents, such as patient files, transaction records, inventory records, security records, audit records, business records, and financial records will be stored electronically in redundant and geographically dispersed Class 5 data centers to provide the maximum level of security and compliance with all state and federal document storage and confidentiality rules, including HIPAA regulations. This method of storage ensures that all records are adequately protected from loss, damage, or unauthorized use.

Inventory Records

The Director of Patient Resource Centers will oversee daily paper and electronic entry of all inventory transactions. Each day, the employee responsible for opening the facility will record beginning inventory into the inventory transaction log maintained outside of the point of sales system for redundancy. Ending inventory for each shift will also be logged.

Each dispensing facility will maintain an inventory log to record:

1. The date of each inventory process;
2. A summary of the inventory findings; and
3. The names, signatures, and titles of the individuals who conducted the inventory.

Cycle Counts Required

Each dispensing facility will maintain an inventory log overseen by the Director of Patient Resource Centers to record:

- Shift counts – medical marijuana products in sales area, as well as cash drawer count and detailed report on cashless ATMs.
- Daily counts – medical marijuana products in sales area.
- Weekly counts – medical marijuana products in storage.
- Monthly counts – complete inventory.
- Semi-annual counts – complete inventory and second count.
- Annual counts – complete inventory and with second count witnessed by the Director of Patient Resource Centers.

Inventory Management System

Bloomfield will use the point of sale system selected by the Department (BioTrack THC). The following items are internal requirements for recordkeeping. The Director of Patient Resource Centers will ensure that the system is programmed to meet all of the following requirements. Should the system lack the capability, the manager will select an additional system to meet the needs.

- A “total inventory in storage” by location and batch report that records user, date, time, item, quantity, and storage access in chronological order.
- An “all events” report that provides detail on all user activity and transaction types within a time frame, and tailored to specific data requirements, such as individual items or users.
- A “controlled substances vault compare” report that allows administrators to cross-reference the inventory that leaves the storage area and arrives at the shelf, dispensing facility, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
- A “review send” report that provides detailed information regarding the removal of medical marijuana products from the storage area, specifying the user, time, date, item, quantity, and intended destination.
- A “dispensing” report that provides detailed information regarding the transaction of medical marijuana products at the dispensing facility, indicating the user, time, date, item, quantity, and inventory movement at the dispensing facility.
- A “purchase history” report that helps trend the receipt of medical marijuana products into inventory and monitor purchase patterns.
- A “proactive controlled substances diversion” report that isolates above-average consumption of controlled substances, as determined by standard deviation.

Product Disposal Records

All waste composed of or containing medical marijuana products, will be stored, secured, and managed in accordance with applicable state and local laws and regulations. All waste disposed of will be recorded in a waste disposal log, including:

1. The date of disposal;
2. The type and quantity disposed of;

3. The manner of disposal;
4. The reason for disposal; and
5. The name of the certified patient or designated caregiver who supplied the waste, if applicable.

Dispensing and Sales Records

All sales will be recorded properly, accurately, and completely entered in the point of sale system. The Director of Patient Resource Centers will ensure that if the point of sale system is not functional for any reason that all transactions are properly recorded manually and entered into the system as soon as it is available, if allowed by the Department. Sales records and invoices will be created and maintained in the point of sale system for at least five years after termination of operations.

Dispensing facility requirements includes maintaining individual certified patient-specific dispensing records for each medical marijuana product they receive, applicable lot number(s), dates dispensed, and product expiry dating. These dispensing records will be monitored electronically for compliance with all Department requirements.

Sales records will be compliant with all Bloomfield Industries recordkeeping policies and procedures, local and state laws and regulations, and will include for Department and internal tracking purposes:

1. A serial number that will be generated by the dispensing facility for each approved medical marijuana product dispensed to the certified patient or designated caregiver;
2. An identification number that will be populated by a number provided by the Department to identify Bloomfield Industries' dispensing facility;
3. The patient name, date of birth, and gender;
4. The patient address, including street, city, state, and zip code;
5. The patient's registry identification card number;
6. If applicable, designated caregiver's name and registry identification card number;
7. The date the approved medical marijuana product was filled by the dispensing facility;
8. The metric quantity for the approved medical marijuana product;
9. The medical marijuana product drug code number that will be populated by a number provided by the Department, to represent the approved medical marijuana product brand that was dispensed to the certified patient or designated caregiver, as applicable;

10. The number of days' supply dispensed;
11. The registered practitioner's Drug Enforcement Administration number;
12. The date the written certification was issued by the registered practitioner; and
13. The payment method.

A record of all approved medical marijuana products that have been dispensed will be filed electronically with the Department, using a transmission format acceptable to the Department, not later than 24 hours after the medical marijuana product was dispensed to the certified patient or designated caregiver.

When applicable, Bloomfield Industries will file a zero report with the Department, in a format acceptable to the Department. A zero report confirms that no approved medical marijuana product was dispensed by Bloomfield Industries during the relevant period of time. A zero report will be submitted no later than 14 days following the most recent previously reported dispensing of an approved medical marijuana product or the submission of a prior zero report.

Receipts

The employee conducting the sale of medical marijuana will provide to patient or designated caregiver a receipt, which will state: the name, address, and Department assigned identification number for Bloomfield Industries; the name and registry identification number of the certified patient and the designated caregiver (if any); the date the marijuana was sold; any recommendation or limitation by the practitioner as to the form or forms of medical marijuana or dosage for the certified patient; the form and the quantity of medical marijuana sold; the price and tax assessed and form of payment. Bloomfield Industries will retain a copy of the registry identification card and the receipt for six years in the point of sale system with back-ups.

Price Records

The Patient Resource Center Managers, in coordination with the Director of Patient Resource Centers, is responsible for true and accurate records entered and maintained in the inventory management and point of sale system. All sales records will record the price of all products sold and comply with all recordkeeping policies and procedures, as well as Department regulations.

Bloomfield Industries will grant the Department or the Department's authorized representative the right to examine records that formed the basis for the proposed price, including books,

records, documents, and other types of factual information that inform an adequate evaluation of the proposed price.

Taxes and Sales Accounting

All sales transaction will be subject to applicable sales tax rates. The proper sales tax rates will be programmed into each point of sale system to ensure sales tax is being collected. It is the responsibility of the manager to ensure the proper collection of sales tax on all taxable products, sold in the dispensing facility for the jurisdiction.

Security and Access Records

If an unforeseen circumstance requires the presence of a visitor and makes it impractical for the dispensing facility to obtain prior authorization from the Department, the dispensing facility will record in the visitor log, the name of the visitor, date, time, purpose of the visit and the facts upon which the access was granted. The dispensing facility shall also obtain in the visitor log the name of the visitor, date, time, and purpose of visit from visitors with prior approval from the Department for the visit.

Incident Reporting

Incident reporting will be documented by the Patient Resource Center Manager, in coordination with the Director of Patient Resource Centers and/or the Director of Security, in accordance with Bloomfield Industries' reporting and notifications policies and procedures. Anyone with knowledge or a reasonable suspicion of an Incident is instructed to make an immediate report to the Patient Resource Center Manager and record the Incident in the Incident Log. All Incident activities, from receipt of the initial report through post-Incident review, are to be documented. The Director of Security is responsible for ensuring all events are recorded, assembling these records in preparation and performance of the post-incident review, and ensuring all records are preserved for review

Reporting of Records Incidents

Any loss or unauthorized alteration of records at the dispensing facility related to medical marijuana products, certified patients, designated caregivers, or employees will be reported to the Patient Resource Center Manager immediately. The Patient Resource Center Manager will report any such incident to the Director of Patient Resource Centers and the Department and law enforcement.

Cultivation Records

The Director of Cultivation will monitor the daily operations of the cultivation facility. Recordkeeping is accomplished through multiple control system. Paper logs are used throughout the cultivation operations to record crop applications and handling. Paper logs maintained by cultivation employees will be retained for sixty months. The Company will utilize a crop management system that complies with GAP recordkeeping requirements. The Director of Cultivation will maintain a separate crop management system as needed to supplement the Department's prescribed inventory control system. Cultivation records maintained will, at a minimum:

- Fully disclose all activities and transactions of the cultivation operation in sufficient detail as to be readily understood and audited;
- Be maintained for no less than five years;
- Be sufficient to demonstrate compliance with applicable regulations; and
- Be made available for inspection and copying during normal business hours by authorized representatives of the business, law enforcement, and the Department.

Cultivation Operations

The Company's policies and procedures detailed throughout the Manufacturing Plan in Section 1 and the Standard Operating Procedures in Section 6 require, at a minimum, cultivation operations documentation including:

- Facility related. Field/facility history, previous land use records, previous facility use records. Document the date, location, and identity of all materials applied to the land or in the facility for each cultivation facility during the past 36 months in order to establish the date of the last application of prohibited materials. Include all fertilizer and pest-management materials applied.
- Activity logs. All cultivation activities will be recorded in the inventory management system or log maintained in the cloud record system. Activities that will be recorded include, but are not limited to:

    a. Planting/propagation;
    b. Material applications including formulas and quantities and notation if manure is applied;
    c. Pruning;

d. Pest monitoring and actions taken;
e. Harvest records and yields;
f. Crop destruction;
g. Procedure variances;
h. Storage and transfer records; and
i. Any unusual activities.

- Compost production records. For in-house composting, record the required information in the crop management system, including materials and quantities added, the estimated C/N ratio of the mixture, date and temperature, and the employee name each time the compost is turned.
- Propagation materials. The identity and source of all propagation material, with sufficient specificity to ensure that the material conforms to all established standards and can be traced to its source. Make such records whether material is obtained from an off-site source or produced on-site.
- Seed/planting stock records. Document any seed, cuttings, or planting stock used and document its origin. Record any seed treatments, coatings, or inoculants used.
- Fertilizer records. All fertilizers used on each agricultural crop and, if applicable, steps taken to monitor manure- or compost-based fertilizers for undesirable microbial pathogens and to monitor water quality from sites where composts are produced or stored.
- Irrigation records. Information about water sources and equipment used in irrigation systems, as well as records of all tests performed to monitor water supplies used in irrigation and any records that establish conformity to applicable irrigation regulations.
- Crop maintenance. Steps taken to protect and maintain crops, including, at a minimum, a record of all pesticides, herbicides, insecticides, or fungicides used on each crop.
- Harvest records. The harvest records of each crop will be recorded in the inventory management system including the harvest date, crop identification, strain name, initial yield, final yield, storage location, and batch identification.
- Processing records. Consisting of, at a minimum, the quantity of the harvest; dates of planting and of harvest; processing details, a precise description of the agricultural site; the life-stage of the crop at the time of harvest; and other relevant crop conditions throughout its cultivation.

- Crop disposition records. Record all crops removed from cultivation and processed as waste as outlined in the inventory and waste SOPs.
- Transfer records. Any transfer of crops from a production or storage location will be recorded in the inventory management system including date of transfer, responsible employee, second employee verification, batch identification, quantity, receiving location in accordance with the inventory and waste SOPs.
- Equipment maintenance records. Record the date, equipment description, materials used, description of the cleaning or maintenance performed, and the responsible employee in the crop management system.

Plant Inventory Records

Inventory records will include the quantity of marijuana at the cultivation facility including the number of plants being cultivated on a daily basis as outlined in Bloomfield's inventory policies and procedures. Each plant is tracked throughout the cultivation, processing, storage, and distribution to manufacturing lifecycle stages. Plant material weights recorded include:

- Pruning waste,
- Batch harvest and disposal weights,
- Batch curing weights,
- Batch waste weights,
- Final batch yields,
- Quantities in storage,
- Quantities transferred to manufacturing, and
- Quantities removed for QA/QC testing and sample retention purposes.

This real-time inventory data will be documented by cultivation employees and overseen by the Director of Cultivation. A crop management system will be implemented for this purpose if the Department prescribed system does not provide in-process crop weight and waste recording capabilities.

Waste Disposal

Disposal records will include the disposal method used for any marijuana that was cultivated or acquired but not sold, including evidence of the disposal of the marijuana in accordance with waste disposal policies and procedures. Daily plant care operations also produce plant waste from pruning operations. Pruning waste is accumulated daily, weighed, and recorded in the inventory management system on a daily basis and disposed of in accordance with the Company's waste disposal policies and procedures.

Other Cultivation Records

The cultivation operation will also maintain records under the supervision of the Director of Cultivation including, but not limited to:

- SOPs and training
- Procedure variances
- Energy consumption
- Water consumption
- Cost of production
- Facility sanitation and maintenance

Manufacturing Records

General Requirements

All manufacturing data will be recorded properly, accurately, and completely entered in the data management system. The Director of Manufacturing will ensure that if the their data system is not functional for any reason that all data are properly recorded manually into approved lab note books and entered into the system as soon as it is available.

All data maintained in the manufacturing Data Management System will be kept for at least two years after termination of the batch release. The Director of Manufacturing will oversee the accuracy and maintenance of all records.

Data collection will be compliant with all Bloomfield Industries policies and procedures and will include for Department and internal tracking purposes the names, initials, or employee identification numbers of the individuals who processed, extracted packaged, labeled the medical marijuana.

Inventory Management System

The inventory management system provides additional opportunities to increase control over medical marijuana products. The Director of Security will review transactions in accordance with the following schedule:

1. All inventory movement will be reviewed every ten days.
2. Targeted inventory levels for forms that have passed lab testing, inspection, and approval will be set for a 30-day re-supply value, or the amount of inventory needed to cover consumption over a period of 30 days.
3. Targeted inventory levels will be built, stored, and managed to build a year's worth of inventory.
4. This inventory amount target will be based on the first 90 days of sales plus 30%.
5. Projections will be based on sales totals based from the secure web-based ordering control system.

Reporting Requirements

The Director of Manufacturing will ensure that inventory control systems provide reports that detail:

1. A "total inventory in storage" by lot and batch number for each form. An "all events" report will provide detail on all user activity and transaction types within a time frame, and will be able to be tailored to specific data requirements, such as individual items or users.
2. A "controlled substances vault compare" report will allow administrators to cross-reference the inventory that leaves the holding area and arrives at the dispensing facility, or any other location to the inventory at that location. Transactions that do not match show up on this report by location, item, quantity, date, time, and user.
3. A "review send" report will provide detailed information regarding the removal of medical marijuana products from the storage area, specifying the user, time, date, item, quantity, and intended destination.
4. A "dispensing" report will provide detailed information regarding the transaction of medical marijuana at the dispensing facility, indicating the user, time, date, item, quantity, and inventory movement at the dispensing facility.

5. A “purchase history” report helps to trend the receipt of medical marijuana into inventory and monitor purchase patterns.
6. A “proactive controlled substances diversion” report isolates above-average consumption of controlled substances, as determined by standard deviation.

In the event the Department prescribed software does not provide all the need capabilities, the Director of Manufacturing will procure additional manufacturing control software to track operational data as needed.

Quality Control Reporting

The quality control unit will be granted access to review all production records created in the manufacturing unit to assure that no errors have occurred, or that if any errors have occurred, they have been fully investigated and resolved.

Quality Assurance Records

Independent Laboratory Reports

Each Bloomfield Industries employee will ensure that no laboratory record presented by Bloomfield Industries is falsified in any manner. Any employee who knowingly falsifies a laboratory report will be terminated immediately. Any employee who suspects that a laboratory record may have been falsified will report to the Chief Operating Officer and the Director of Quality Assurance immediately as a condition of employment.

The internal laboratory is required to maintain records for the following QA/QC/laboratory activities:

1. Sample receiving, tracking, storage, and disposal.
2. Sample preparation, analysis, and documentation.
3. Standards preparation, documentation, handling, and storage.
4. Standards and chemical receiving, tracking, storage, and disposal.
5. Instrument and equipment operation and maintenance.
6. Data collection, handling, reporting, and storage.
7. Records pertinent to the quality of analytical data reported.
8. Analyst training records.
9. Monthly and yearly safety inspections and emergency responses.

Electronic Records

Bloomfield Industries will maintain all company records in an electronic format. A cloud-based back-up system will provide a second location for a duplicate copy of all records. The laboratory management system is the primary database for all internal laboratory records. Independent laboratory records will be maintained in Bloomfield's inventory control system and attached to the batch for which the report was issued.

Paper Records

The laboratory maintains laboratory notebooks and worksheets. Additionally, quality assurance employee records may contain paper documents including training documentation forms. All human resources records will be maintained by administrative management and securely stored in accordance with all employment laws. All paper records related to laboratory operations or personnel will be scanned and maintained in the laboratory management system. Laboratory notebooks and logs will be maintained in secure filing cabinets accessible by the Director of Quality Assurance and his or her designees.

Record Maintenance

In accordance with regulations, all electronic Company records will be maintained for a minimum of five years. It is Company policy to retain records in perpetuity unless a member of senior management determines the electronic record should be deleted or destroyed. Laboratory notebooks and other paper documents will be maintained for no less than five years. The Director of Quality Assurance will determine the need to destroy paper records. The Director will maintain a log of documents destroyed in the laboratory management system and ensure all document destruction performed by shredding.

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."

Attachment A.

Bloomfield Industries is committed to implementing a fully compliant and scalable operation from Day One. All work will be conducted within highly innovative and secure facilities designed and engineered for state-of-the art cultivation, extraction, and research by local experts with vast experience in Pharmaceutical design and medical space.

Once awarded a license, Bloomfield will fit out a state-of-the-art, pharmaceutical-quality cultivation and manufacturing facility in Long Island City, New York. Setting the standard for cannabis cultivation and manufacturing operations around the world, it will feature 230,000 square feet dedicated to cultivation, manufacturing, packaging, warehousing, research and development, and the executive offices. The space will feature a 20,000 square foot secure rooftop greenhouse and ceiling heights that will accommodate vertical cultivation should additional grow space be required to meet demand.

Specialists in pharmaceutical facility design and engineering (Carl E. Holden Architect and Rockbrook Consulting Engineers), have been contracted to develop all environmental systems to ensure that the main facility is energy-efficient, aesthetically appealing, and technologically at the forefront of the industry.

Dispensaries, which will be called "Patient Resource Centers, PRC's" have been designed by Jarmel/Kizel Architects including all interior design. They will be between 2,000 and 3,000 square feet and located in prime medical buildings, similar to the buildings patients now see their doctors in. These spaces are not retail stores. They are medical style offices and have been designed with the patients needs in mind. A comfortable place to not only pick up medication but also gain education about the medication they are receiving. They will feature large, open, and comfortable waiting spaces that can also be configured for patient seminars, as well as private consultation rooms to ensure every patient gets the attention they request. The Patient Centers will be strategically located along the New York Thruway, in New York City, and Long Island.

Bloomfield Industries has carefully selected a manufacturing facility and four dispensing sites that are in compliance with PHL § 3365 and 10 NYCRR § 1004.5. The dispensing facility sites were chosen with care to ensure that they are geographically dispersed in order to serve New York patients across the state. The address for the proposed manufacturing facility is 30-02 Borden

Attachment A

Avenue, Long Island City, NY 11101. The four proposed dispensing facility addresses are:

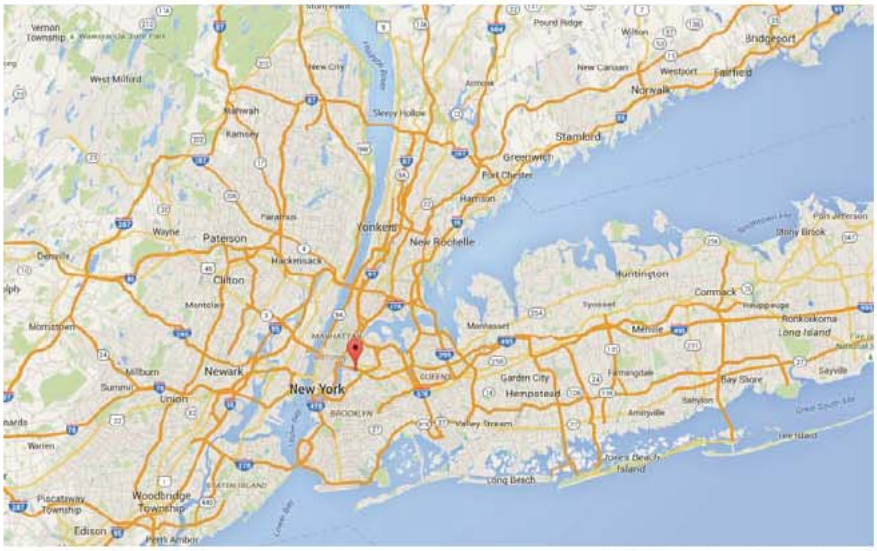
1. 2001 Marcus Avenue, Lake Success, NY 11042
2. 345 East 37th Street, New York City, NY 10016
3. 1304 Buckley Road, Syracuse, NY 13212
4. 52 South Union Road, Williamsville, NY 14221

The following pages show a map, an aerial view, and a street view for each proposed facility.

Attachment A

Bloomfield Industries Technology Center

30-2 Borden Ave., Long Island City, NY 11101



Scale: .5 inch = 5 miles

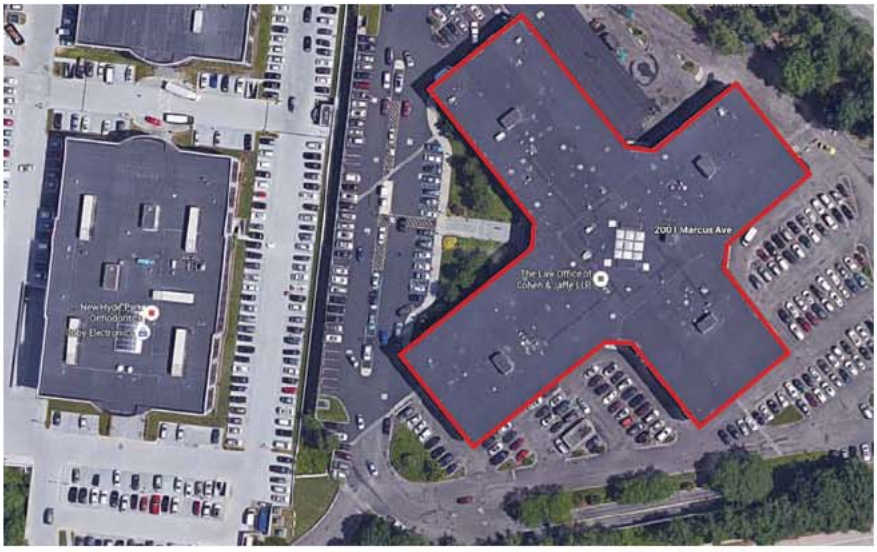
Scale: .5 inch = 50ft.

Street View

Lake Success Patient Resource Center

2001 Marcus Ave., Lake Success, NY 11042

Scale: .5 inch = 5 miles

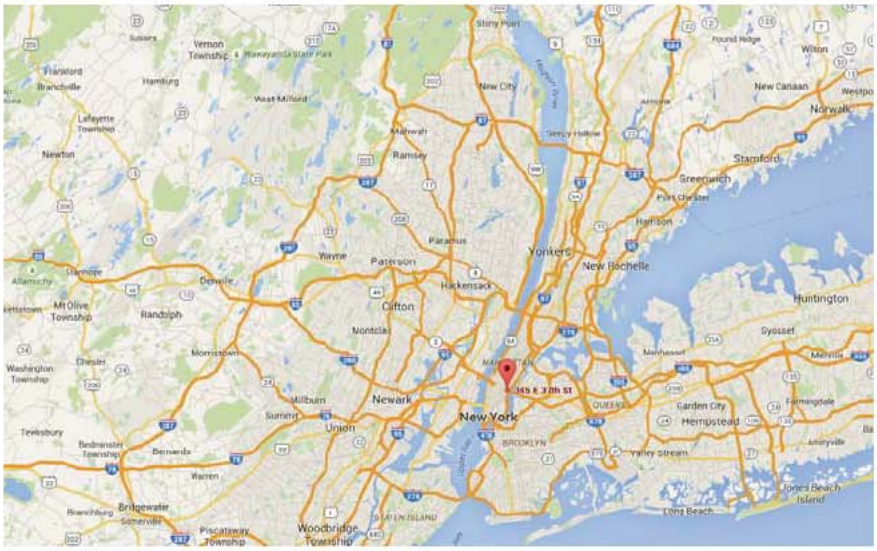


Scale: .5 inch = 50ft.

Street View

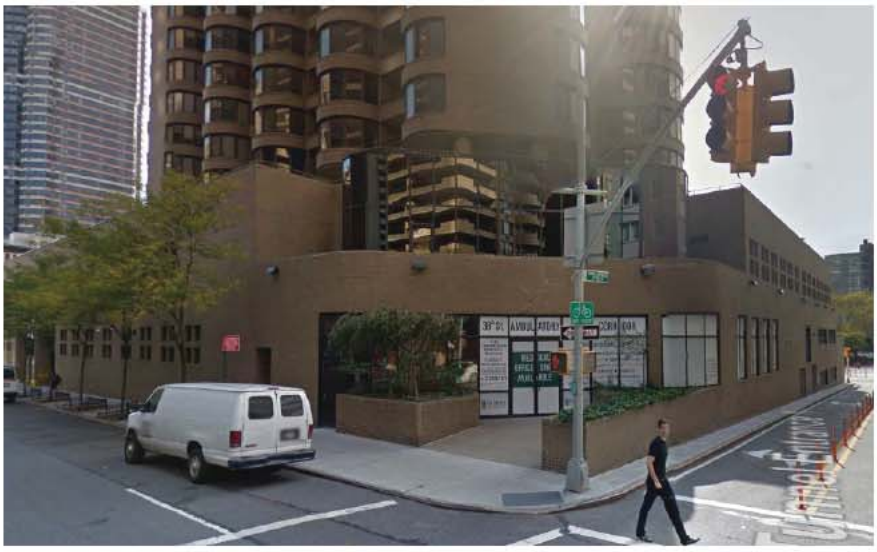
Manhattan Patient Resource Center

345 East 37th St., Manhattan, NY 10016



Scale: .5 inch = 5 miles

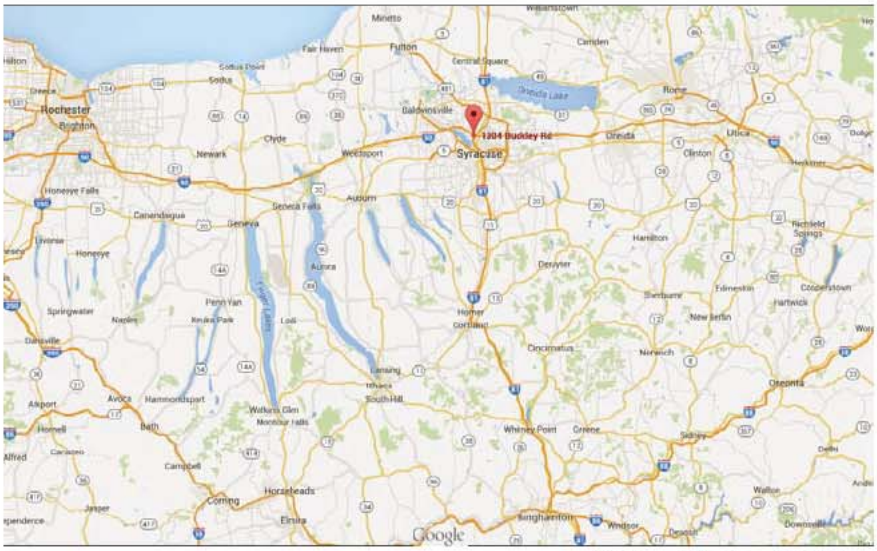
Scale: .5 inch = 50ft.



Street View

Syracuse Patient Resource Center

1304 Buckley Rd., Syracuse, NY 13212



Scale: .5 inch = 10 miles

Scale: .5 inch = 50ft.

Street View

Williamsville Patient Resource Center

52 S Union Rd., Williamsville, NY 14221

Scale: .5 inch = 10 miles

Scale: .5 inch = 50ft.

Street View

Attachment B - Bloomfield Industries Inc. Equipment Schedule				
Facility Site Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Computer Screen	21.5 LED Monitor	6		21.5 LED Monitor
Computer	Server Desktop PC	6	Inspiron 3000	Server - Dell Inspiron 3000 Desktop PC
Computer	Server Desktop PC	6	DB9 RS-232	USB 2.0 to Serial 9-pin DB9 RS-232 Adapter Cable with Thumbscrews
Weigh items	Tabletop Scale	2	FX-1200iN	Class 3 NTEP Approved Table Top High Precision Balance Scale
Credit card swiper	Magnetic Strip Reader	8		Magnetic Stripe Reader
Weigh items	Integrated Scale	2	1200iN	A & D FX 1200iN INTEGRATED SCALE
Connect scale	Scale Connector	2		Scale Connector - USB to RS232 Serial Converter SCALE CONNECTOR
Connect scale	Scale Connector	2	DB9	Scale Connector -DB9 Female to Female Gender Changer SCALE CONNECTOR
Scan items	Scanner with Stand	8	1300	HONEYWELL 1300 SCANNER with stand
Store cash	Cash Drawer	8	Series 100	APG Series 100 Cash Drawer
Mount	Mounting Bracket	8		APG Series 100 Cash Drawer (Mounting Bracket)
Store cash	Cable Kit	8	320 Multipro	APG Universal Cable - 320 MultiPRO Cable Kit
Print receipts	Receipt Printer	8	TSP143ii	STAR TSP143II Thermal RECEIPT PRINTER
Print receipts	Receipt Paper	8	46-175B	46-175B 3 1/8 x 230 GREEN THERMAL RECEIPT PAPER Case
Inventory labels	Inventory Barcode Labels	24		1 Roll 2.25 x 1.25 Direct Thermal Label for INVENTORY BARCODES
Odor Control	Dynamic Air Quality Solutions	1		Complete carbon filtration system to control ordor. Must be calculated into air exchange calculations.

Dispensing Facilities - Security Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Security	[redacted]			
Security				
Security				
Security				
Security				
Security				
Security				
Security				
Security				
Security				
Manufacturing Facility - Security Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Security	[redacted]			
Security				
Security				

[redacted]

Cultivation Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Seed to sale	TriQ GAP Software	6		GAP/GHP Crop application software
Computer Screen	21.5 LED Monitor	6		21.5 LED Monitor
Computer	Server Desktop PC	6	Inspiron 3000	Server - Dell Inspiron 3000 Desktop PC
Computer	Portable Grow Laptop	6	Inspiron 15	Dell Inspiron 15 15.6 PORTABLE GROW LAPTOP
Transfer Crops	Portable Grow Cart	6	MLN-945ANT	CART, MOBILE PC , CGY PORTABLE GROW CART
Scan RFID	Portable Grow Scanner	6	MS380	Rugged Bluetooth Linear Imager Scanner PORTABLE GROW SCANNER
Scan labels	Barcode Scanner	6	LS2208-SR20007R-NA	Motorola Barcode Scanner
Scan labels	Handheld Barcode Scanner	6	LI4278	Motorola Handheld - 547 scan / sec - decoded - Bluetooth 2.1
Print labels	Grow Harvest Label Printer	6	ZEBRA LP2824	Plus Direct Thermal and Thermal Transfer Printer GROW/HARVEST LABEL PRINTER
Print labels	Printer Cable	6	USB 2.0	USB 2.0 6' ZEBRA PRINTER CABLE

Identify and track plants	Labels with Ribbons	6		Waterproof 2.25x1.25 Combo Pack 4Rolls of Labels with 4 ribbons. 6800 Labels per case PLANT LABEL
Identify and track plants	Plant Tags	6		3 3/4 x 1 7/8 PLANT TAG
Print items	Thermal Printer	6	Item# SM4.25	Stover Printer only available directly through Stover manufacturer. Please contact Jeff for information.
Computer	Harvest Desktop PC	6	Inspiron 3000	Harvest Dell Inspiron 3000s Desktop PC
Weigh harvest	Harvest Scale	6	FG30KAM	Platform Scale HARVEST SCALE
Weigh harvest	Larger Harvest Scale	6	HV-60KWP	Legal Trade Larger Scale WA, CO, CA
Computer	Server Desktop PC	6	DB9 RS-232	USB 2.0 to Serial 9-pin DB9 RS-232 Adapter Cable with Thumbscrews
Weigh product	Tabletop Scale	6	FX-1200iN	Class 3 NTEP Approved Table Top High Precision Balance Scale
Safety	Inventory Barcode Labels	6		1 Roll 2.25 x 1.25 Direct Thermal Label for INVENTORY BARCODES
Safety	CO2 Detector	as needed	RI-215	RKI Industries
Safety	Eye wash station	12	WRB644988	Speakman SE-580
Safety	Safety goggles	as needed		Eye protection
Grow Equipment	Gas monitoring system	6	GFG	Detect gas leaks/toxic levels
Grow Equipment	1,000W DE Complete Fixture	384	Gavita Pro	Flowering phase
Grow Equipment	1,000W MH Lamp	168	Phillips	Vegetative phase
Grow Equipment	1000W Digital Ballast MH	84	Lumatek	Flowering phase
Grow Equipment	24-Hour Plug Timer	60	-	General equipment
Grow Equipment	Air Pump 6 Outlets	6	-	General equipment
Grow Equipment	Barcode Scanner	6	Motorola	General equipment

Grow Equipment	Cabinet Humidifier	6	Hydra	General equipment
Grow Equipment	Cloning system	18	General Hydroponics	Propagation phase
Grow Equipment	CO2 System	18	Argus	Environmental control
Grow Equipment	Combo Meter	6	BlueLab	General equipment
Grow Equipment	Flood Tables	288	HydroFarm	General equipment
Grow Equipment	Greenhouse Master Controller	18	Argus	Environmental control
Grow Equipment	GreenPower LED production	768	Phillips	Vegetative phase
Grow Equipment	GreenPower LED production	768	Phillips	Flowering phase
Grow Equipment	Heat Mat	18	ViaGrow	Propagation phase
Grow Equipment	Humidifier 13 Gal/Day	6	Hydra	General equipment
Grow Equipment	Hygrometer	60	Taylor	General equipment
Grow Equipment	Light Ratchet	936	HydroFarm	General equipment
Grow Equipment	NTEP Certified Scale with 0.01g precision	6	Mettler Toledo	General equipment
Grow Equipment	Raptor Dual Reflector - 8 in. Flange AC	168	Raptor	Flowering phase
Grow Equipment	RO System	6	GE	Water equipment
Grow Equipment	Submersible Pump	36	-	General equipment
Grow Equipment	Sump Pump	6	-	General equipment
Grow Equipment	T5 4x4 Tube Fixture	6	Phillips	Propagation phase
Grow Equipment	T5 4' Linear Fluorescent Lamp	24	Phillips	Vegetative phase

Computer	Tablet	6	Dell	General equipment
Printer	Waterproof Label Printer	6	Zebra	General equipment
Manufacturing Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Software	Instant GMP	1		Program to manage mfg. CGMP data
Software	NuGenesis lab management software	1		Program to manage Waters extraction machine
Safety	CO2 Detector	as needed	RI-215	RKI Industries
Safety	Flame proof storage cabinet	1	H-1564M-R	Uline standard flame proof storage
Safety	Chemical spill cabinet	1	19-034-968	Fisherbrand
Safety	Eye wash station	9	WRB644988	Speakman SE-580
Safety	Safety goggles	as needed		Eye protection
Safety	Laboratory chemical hood	1	Custom fixture	12' (60–100 ft./minute capture velocity, vented outside)
Safety	Personal respirator	as needed	3M #6000	Amazon
Safety	Personal respirator filters	as needed	4JG28	Amazon
Saftey	Lab coats	as needed		white sanitary standard lab coats
Storage	Freezer (locking door, set point security)	1	UGL2320A	Thermo Scientific Revco - 20C Lab Freezer
Storage	Refrigerator (locking door)	1	MR 49SS-SARE-TS	Thermo Scientific GP Lab Refrigerator, 49 cu ft.
Storage	Food safe plastic storage bins for plant material	as needed		Rubbermaid food safe storage

Storage	Mobile shelving	as needed	Metro 1872NK3	18" deep five tier high density
Weigh	R&D benchtop scale	2	ML802E #11145303	Mettler Toledo
Weigh	Manufacturing scale	2	MS32001L #11145028	Mettler Toledo
Sanitation	Ozone sterilization system	1	#400110	Ozilla Laboratory Sterilization System
Sanitation	48" Air curtain	5	#PH1048	Mars
Sanitation	Utensil pan washer	1	UW50	Hobart
Grind	R&D benchtop herb grinder	2	FP41	Hobart
Grind	Manufacturing grinder	1	4246	Hobart
Extraction	SFE 2 x 5000	1		Waters
Extraction	UPLC	2		Waters
Extraction	CO2 extraction unit	1		Waters
Extraction	ABPR	1		Waters
Extraction	CNG temp control	1		Waters
Extraction	CO2 pump	1	p-200	Waters
Extraction	CO-solvent pump	1	p-50	Waters
Extraction	Relay module	1	RA	Waters
Extraction	Relay module	1	20RA	Waters
Extraction	Mass flow meter	1		Waters
Extraction	5L vessel heater	1		Waters

Extraction	1L vessel heater	1		Waters
Extraction	Circulating bath	1		Waters
Extraction	Recycle chiller	1		Waters
Extraction	Rotovac, 20L	as needed	Rotovac	Thermo Fisher
Extraction	MHDG microwave	1		hydro diffusion with gravity
Extraction	Refrigerated desiccator	1		High capacity sieve
Extraction	UPS power supply	1		APC Smart-UPS
Extraction	Stainless steel solvent trap	as needed	Custom	Device that filters solvents
Extraction	Centrifuge	1	ST 8	Thermo Scientific Sorvall ST 8
Extraction	Hot plate, stirring	as needed	SP131325Q	Thermo Scientific Cimarec Ceramic 7x7
Extraction	Tissue homogenizer	1	EQ02520-300-RD000.0	Bertin, Preccellys Evolution
Extraction	Purification machine	1	100	Waters
Production Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Pressed pill	Tablet Press	1	ZP100 Series	Rotary tablet press - a serial machine widely used by pharmaceutical and food industries to produce round and
Buccal Spray	Precision Form and Package Line	1	Custom	Machinery to manufacture our Buccal Spray
Vaporizor Pen Cartridge	Precision Fill and Seal Line	1	Custom	Mystic Pharmasutical Packaging
Packaging	Precision filling system	1	Custom	Robotanical

Packaging	Zebra Thermal Printer	1	S4M00-2104-0100D	Compliance label printing
Packaging	Bottle to box packaging line	5	Custom for each form	Alphapac pharmaceutical packaging line
Transportation Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Transport container	Transport locking boxes	4		Locked, safe, and secure storage compartment
Secure medicine	Drop safe in auto	2	Custom	We will have a custom made cage with an electronic locking mechanism securely welded to the chassis to store
Transport medicine	Delivery Truck	2	Sprinter Van/Custom	We plan on having two vehicles that are solid color and non-descript similar to a "Sprinter van". These vehicles will
Track and protect security officers	Secure Trax Communication Device	as needed	Trax	Each Security Officer providing transport will be equipped with a trax device. The trax communication device
Dispensing Equipment				
Purpose	*Item*	*Quantity*	*Item no.*	*Description*
Scan patient IDs	ID Scanner by 3M	8	CR5400	UV/ 2D/ MSR /RFID DUPLEX ID Scanner
Print, Scan, Fax, Copy	All-In-One Printer, Scanner, Copier, Fax	4	MFC-9130CW	Brother Digital Wireless Color Laser All-In-One Printer
Scan photos	Photo Scanner	4	G3110	HP Scanjet, scans black and white or color photos
Print labels	Label Printer	8	450 DUO	print DYMO LW labels, plastic D1 labels and durable IND labels in a variety of sizes and colors
Secure cash	Cash Drawer	8	Series 100	APG Series 100 Cash Drawer
Print receipts	Thermal Receipt Printer	8	TSP 143ii Eco USB	Star TSP143ii Eco USB Thermal Receipt Printer
Secure cash	Note Recycler	4	Cash360C Note Recycler	Cash 360C Note Recycler by G4S

Patient consultation	Microsoft Tablets	16	Surface Pro 3	12in Surface Pro 3 by Microsoft
Log in to Biotrack THC Software	Finger Print Scanner	8	FS80H USB 2.0	Finger print scanner by Futronic

5CRE.com
5 Boroughs Commercial Real Estate
Commercial • Industrial • Office • Retail • Warehouse

Tel: 212 366 0408
Fax: 866 595 4524
307 7th Avenue, 12th Floor
New York, NY 10001

As a licensed real estate brokerage exclusively representing our customer. Bloomfield Industries; 5CRE is pleased to present the following offer on the premises at 30-02 Borden Ave. We look forward to your prompt response.

Building:	30-02 Borden Ave.
Tenant:	Bloomfield Industries
Property Manager:	Nigel Shamash, 5CRE
Premises & Size:	73,125 SF of Ground Floor Space and Second Floor space (existing building) Up to 130,000 on the 3rd, 4th and 5th Floors (Building Addition)
Premises Option:	Landlord plans to build an addition to the property. Addition to building shall be total 230,000 SF inclusive of existing structure. Tenant shall execute option to occupy the newly built addition at lease signing Landlord extends an option to expand the premises an additional 25,000RSF at a continuation of rates and terms for the additional rear portion of the building currently occupied by Price King at lease expiry
Landlord's Work:	Landlord shall do the following at landlord's sole expense: ➢ Deliver additional structure on top of existing structure as per exhibit in the lease in shell condition with ➢ Install new passenger elevator and ensure freight elevator has new controls, and new door ➢ Continue the new building façade to the entire building
Term:	Ten (10) years plus one (1) x five (5) year option at 15% increase
Rent:	$19.69/GRSF NNN
Free Rent:	3 Months for existing building 3 Months for the addition to the building
Tenant Allowance:	Tenant shall have a TI allowance of $8,000,000 to be amortized over 10 years. Tenant shall pay landlord's proportionate costs in achieving said loan and pay any interest charges due thereof as additional rent.

Right of Reentry:	Per the State of New York regulations, Landlord agrees to the following language: "The Landlord acknowledges that its rights of reentry into the premises set forth in this lease do not confer on it the authority to manufacture and/or dispense on the premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A Rockefeller 29 Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease."
Roof:	Use free of charge, terminable should Landlord elect to build a structural additional to the premises. Landlord shall then grant free roof usage rights on new roof on condition that tenant rents the portion of the premises immediately below it.
Electricity and all other utilities:	Direct
Use:	Production, office, manufacturing and lab space for marijuana products
Lease Commencement Date:	July 1st 2015
Security:	TBD, not less than free rent period.
Building Delivery:	As-is condition.
Tenant Work and Alterations:	Any further alterations, cosmetic or otherwise are to be installed by tenant at tenant's sole cost, upon landlord approval. Landlord's approval shall not be unreasonably delayed or denied.
Garbage/Carting:	Refuse to be disposed of via a licensed carting company. Carting company shall be approved by landlord.
Escalations:	Operating: In lieu of operating, Tenant shall pay 3% fixed annual increases in base rent compounded annually.
Real Estate Taxes:	Tenant shall pay pro-rata share of real estate taxes (2015/16).
Sublease and Assignment:	Tenant may sublease any/all of the demised premises upon landlord's approval. Landlord's approval shall not be unreasonably refused, delayed or denied.
Guarantee:	Corporation Guarantee on premises

Personal guarantee on Tenant allowance

Brokerage:

Landlord to pay one full commission to 5CRE in accordance with Landlord's commission agreement, schedule and rates, under a separate agreement.

Governmental Approvals and Contingency:

Owner acknowledges tenants use as a medical marijuana production facility – to which tenant would be unable to operate without obtaining necessary governmental approvals. Therefore, Landlord shall allow a contingency period in which Tenant may cancel plans of operation and have security returned in the event that tenant does not achieve approvals from said governmental authorities.
Tenant shall make all possible accommodations and work in a timely manner(as time-is-of-the-essence) in filling; and alert the owner to being granted/approved – at which point the contingency period shall be terminated. Tenant shall have until July 1st 2015 to exercise contingency.

This is not a binding contract, a lease nor an offer to lease, and is intended to provide a basis for negotiations of a lease between Landlord and Tenant.

Very truly yours,

Nigel Shamash
Principal Broker
Property Manager: 30-02 Borden Avenue
NSNYRE / 5CRE Companies.

State of New York)

)SS:

County of New York)

On this, the 04th (Fourth) day of April, 2015, before me a notary public, the undersigned officer, personally appeared Nigel Shamash, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public
ID Number:01HE6311345 Name: HERMAN, ROBIN E
County: QUEENS License Type: NOTARY PUBLIC
Expires: 09/15/2018

Seven Penn Plaza
Suite 618
New York, NY 10001
212.563.6557 x249
212.563.6657 Fax
rfisher@feilorg.com

THE FEIL ORGANIZATION

VIA ELECTRONIC MAIL

June 2, 2015

Mr. Steven Tomback
Schacker Real Estate Corp.
48 S Service Rd, Suite 103
Melville, NY 11747

Re: ***Term Sheet for 2001 Marcus Avenue***
Lake Success, NY 11042 (the "Building")

Dear Steve:

We are pleased to submit the following *revised* term sheet to your client, Bloomfield Industries, Inc. ("Tenant"). The transaction that we are now proposing is as follows:

PREMISES:	Suite 75W – 3,238 rentable square feet ("RSF")
REPRESENTATION:	The premises are not on the same street or avenue and within 1,000 feet of a building occupied exclusively as a school, church, synagogue or other place of worship as measured in a straight line.
LEASE TERM:	Ten (10) Years, Five (5) Months.
USE:	Administrative and Medical Offices/Distribution of Medical Marihuana.
LEASE COMMENCEMENT DATE:	Contingent upon Tenant approval as a Registered Organization by NY State pursuant to Title 10-Chapter XIII, execution of the lease by both parties, and Landlord's execution of a termination agreement with the existing tenant estimated to be on or about September 1, 2015.
RENT COMMENCEMENT DATE:	Upon substantial completion of construction estimated to be on or about January 1, 2016.
BASE RENTAL RATE:	Tenant shall pay Landlord an annual Base Rental Rate (the "Base Rent") in the amount of $34.00 per rentable square foot.

RENT CONCESSION: Provided Tenant is not then in default under the terms of the lease, Months 1, 13, 25, 37, and 48 shall be rent free as to the base rent only. Free Rent is on the base rent only and Tenant will be responsible for paying electric and escalations during these periods.

ESCALATION: Three (3%) percent of the Base Rental Rate, compounding annually and commencing one year and one day on each one-year anniversary thereafter during the Lease Term.

REAL ESTATE TAX ESCALATION: Commencing one (1) year from the Rent Commencement Date, Tenant shall pay its Proportionate Share of Real Estate Taxes for each year of the term to the extent such taxes are greater than the real estate taxes attributable to the Buildings base year of 2015/16.

ELECTRIC CHARGE: $3.50 per rentable square foot per annum.

TENANT IMPROVEMENTS: Landlord shall build the space to a cap of $40.00 per RSF.

SECURITY DEPOSIT: Twelve (12) Month's rent in cash or letter of credit burning down as follows provided that Tenant is not in default of the Lease:

Beginning of Year 4: 11 Months
Beginning of Year 5: 10 Months
Beginning of Year 6: 9 Months
Beginning of Year 7: 8 Months
Beginning of Year 8: 7 Months
Beginning of Year 9: 6 Months

LIMITED GUARANTY: At least one of the principals will execute a Guaranty of Payment and Performance Agreement that will provide for the guarantee of the sum of unpaid rent until Tenant surrenders possession.

SUBLEASING/ ASSIGNMENT: Tenant shall have the right to assign or sublet the Premises to a related entity in whole or part by giving proper notice but without the need for Landlord's approval. Upon Tenant's intent to sublease, Landlord will have the right to terminate the lease or recapture the entire or partial Premises for any proposed sublease (to a non-related entity).

Landlord's consent to a sublease or assignment shall not be unreasonably withheld, conditioned or delayed. If Landlord waives its right to terminate or recapture the Premises and approves Tenant's proposed sublease, sublet profits received in

connection with any subletting to be 50% retained by Landlord and 50% by Tenant after deducting the costs of subletting, including but not limited to demising costs, free rent, downtime, brokerage commissions, unamortized leasehold improvements, legal and advertising fees, architectural and engineering fees etc.

TERMINATION OPTION:

The Lease shall have an Early Termination Option, exercisable in the event of the State of New York revoking or upon non-renewal of the registration of Tenant. Such Early Termination shall be subject to an early termination penalty of unamortized work, free rent, and leasing commissions plus four (4) month's rent, if registration is revoked.

RIGHT OF RE-ENTRY:

Language in lease will include the statement: "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 29 Empire State Plaza, Albany, N.Y. 12237, with notification by certified mail of its intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease".

BUILDING HOURS/ SECURITY:

The normal business hours provided to the Premises shall be 8:00 a.m. to 6:00 p.m. Monday to Friday on normal business days and 8:00 a.m. to 1 p.m. on Saturdays (the "Building Hours"). During non-Building hours, ingress will be permitted by a card access system. Tenant will have access to the Building and Premises 24 hours a day, 7 days a week. Security at the building is provided for during Building Hours. Tenant shall be permitted to add all required security measures as required by Section 1004.13 of the regulations.

SIGNAGE:

Tenant shall be entitled to provide its company signage on its floor and at the entrance to the premises, as well as listings in the Building's electronic directory. Signage provided shall comply with the regulation.

PARKING:

4/1,000 ratio less two (2) reserved spaces.

AMENITIES: A full service cafeteria with seating and delivery is located on the lower level.

CLEANING: Not Included.

COMMISSION: Schacker Real Estate Corp. shall be paid one full commission by the Landlord in accordance with the attached schedule.

NOT A LEASE: This Letter of Understanding is not a Lease, and does not purport to contain the terms and conditions that would be contained in a Lease duly executed between BII and LL. It is not binding on either party and is contingent on State approval and the Landlord's ability to execute an early termination agreement with the existing tenant.

Very Truly Yours,

Robert Fisher

Robert Fisher

AGREED AND ACCEPTED

BLOOMFIELD INDUSTRIES, INC.

By: Colette Bellefleur

Name: Colette Bellefleur

Title: COO Bloomfield Industries

wexler
healthcare properties team
AT THE CORCORAN GROUP

April 30, 2015

Joshua Friedman
ProMed Property Management, Inc.
1696 NE Miami Gardens Dr.
North Miami Beach, FL 33179

Re: 345 East 37th Street, Suite 204A, New York, New York

Dear Josh,

We have been authorized by Scott Stein of Bloomfield Industries, to submit the following offer to lease space at The Corinthian:

PREMISES:	345 East 37th Street, Suite 204A 2,414 rentable square feet New York, New York
TENANT:	Bloomfield Industries
USE:	Medical Marijuana Dispensary
BASE RENTAL RATE:	$55 per rentable square foot
BASE RENT ESCALATION:	2% per annum
REAL ESTATE TAX ESCALATION:	Proportionate share of real estate taxes over and above base year 2015/2016.
LEASE COMMENCEMENT:	Upon full execution of leases and notice from the tenant that they have received the New York State DOH approval to be licensed as a medical marijuana dispensary. Such notice is expected to be given by the State by the end of July 2015. In the event notice is given that the dispensary will not receive a license, Tenant will pay the full rent on a

	per diem basis for the entire period from the full execution of leases to the date that notice is given that they did not receive approval.
RENT COMMENCEMENT:	Upon substantial completion of Landlord construction.
TERM:	Ten (10) years with one (1) five (5) year option to renew at 95% of the then fair market value.
TERMINATION RIGHT:	Tenant would like the right to terminate the lease on 6 months notice anytime after the fifty fourth month of the lease term. Tenant will reimburse landlord the unamortized cost of the improvements and brokerage commissions.
LANDLORD WORK:	Landlord to build the subject premises out as a first class medical marijuana dispensary based upon a mutually agreed upon work letter representing a value of approximately $75-$100 per rentable square foot. Any additional costs necessitated by additional work that the tenant requests will be done at Landlords cost and Tenants expense over and above $100 per rentable square foot.
ELECTRIC:	Direct metered.
BROKERAGE:	This transaction is subject to the payment of a commission in accordance with the Exclusive Agreement between Landlord and Agent.

This offer is subject to the parties reserving their respective rights to terminate negotiations and/or participation in this transaction for any reason or no reason prior to the execution and delivery of mutually acceptable lease documents.

This is a non-binding expression of interest and it is understood and agreed that neither Landlord nor Tenant shall have any obligations whatsoever to the other or to any third

party with respect to the matters set forth in this letter unless and until mutually acceptable lease documents have been prepared, executed and delivered, and then only to the extent set forth in such lease documentation

Very truly yours,

Paul L. Wexler

LEASE AGREEMENT BETWEEN

PROMED CORINTHIAN LLC,

AS LESSOR,

AND

BLOOMFIELD INDUSTRIES, LLC,

AS LESSEE

Premises:

The Corinthian
330 East 38th Street a/k/a 345 East 37th Street
New York, New York 10016

Prepared By:

The Law Offices of
HIRSCH & GIBALDI, LLP
585 Stewart Avenue
Suite 530
Garden City, New York 11530
(516) 227-1117

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LIST OF EXHIBITS TO LEASE

EXHIBIT "A"	THE METES AND BOUNDS DESCRIPTION OF THE OFFICE UNIT
EXHIBIT "B"	THE FLOOR PLANS OF DEMISED PREMISES
EXHIBIT "C"	BUILDING RULES AND REGULATIONS
EXHIBIT "D"	This Exhibit Has Been Intentionally Omitted
EXHIBIT "E"	THE COMMENCEMENT DATE CERTIFICATE
EXHIBIT "F-1"	LESSOR'S STANDARD WORK LETTER
EXHIBIT "F-2"	THE PLANS FOR LESSOR'S WORK
EXHIBIT "G"	STANDARD REQUIREMENTS FOR ALTERATIONS TO BE PERFORMED BY LESSEES

AGREEMENT OF LEASE, dated as of May , 2015 between **PROMED CORINTHIAN LLC**, having an office in care of ProMed Property Management, Inc., 1696 Miami Gardens Drive, North Miami Beach, Florida 33179 (hereinafter referred to as "Lessor") and **BLOOMFIELD INDUSTRIES, LLC**, having an office at 201 Edward Curry Avenue, Staten Island, New York 10314 (hereinafter referred to as "Lessee");

WITNESSETH

WHEREAS, Lessor, is owner of the commercial space in the building commonly known as The Corinthian and located 330 East 38th Street a/k/a 345 East 37th Street, in the City of New York, County of New York, State of New York and designated and described as the office unit in the Declaration Establishing the Corinthian Condominium (as hereinafter defined) more particularly described in **EXHIBIT "A"** annexed hereto (the "Office Unit");

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to hire from Lessor, a portion of the Second (2nd) Floor known as Suite 204A in the Office Unit and located in the Building (as hereinafter defined) and which the parties hereto agree shall be deemed to consist of Two Thousand, Four Hundred Fourteen (2,414) rentable square feet (hereinafter referred to as the "Demised Premises") and as more particularly described on the floor plans annexed hereto as **EXHIBIT "B"** and made a part hereof; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and agreements hereinafter set forth, Lessor and Lessee agree as follows:

ARTICLE 1 - DEMISE AND TERM OF DEMISE

SECTION 1.01.A. Lessor, in consideration of the rents hereinafter reserved and of the terms, covenants, conditions and agreements herein contained on the part of Lessee to be paid, observed and fulfilled, does hereby demise and lease the Demised Premises to Lessee and Lessee hereby hires the same from Lessor; subject to all present and future zoning ordinances, laws, regulations, requirements and orders, including building restrictions and regulations, and all other present and future ordinances, laws, regulations, requirements and orders of all departments, boards, bureaus, commission and bodies, of any municipal, county, state or federal governments now or hereafter having or acquiring jurisdiction of the Demised Premises; Taxes (as hereinafter defined) not yet due and payable; all other present and future covenants, easements and restrictions affecting the Office Unit and the Demised Premises; the Declaration (as hereinafter defined); and the revocable nature of any restriction, easement, agreement, ordinance or right affecting the Office Unit and the Demised Premises.

B. The Demised Premises are demised and leased unto Lessee, for a term ("Term") commencing on the Rent Commencement Date (hereinafter defined) and expiring at noon on the date which is the last day of the month in which the Tenth (10th) Anniversary of the Rent Commencement Date occurs (the "Expiration Date"), unless the same shall sooner terminate pursuant to any of the terms, covenants, conditions or agreements of this Lease or pursuant to law.

SECTION 1.02. As used herein, the term "Rent Commencement Date" shall mean the date which is the sooner of: (i) the date that Lessor's Work (as hereinafter defined) is substantially completed (in accordance with the provisions of Section 34.02(e) hereof), and (ii) the date which is such number of days prior to the Commencement Date as shall equal the number of days, if any, by which commencement or performance of Lessor's Work shall have been delayed by reason of Lessee's Delays (as hereinafter defined), or (iii) the date upon which Lessee takes possession of all or any part of the Demised Premises.

SECTION 1.03. Upon determination of the date which is the Rent Commencement Date and/or the Expiration Date, as provided in this Section, Lessee, upon the request of Lessor, shall execute and deliver to Lessor a certificate setting forth the Rent Commencement Date and/or the Expiration Date in the form annexed hereto as **EXHIBIT "E,"** but the failure of Lessee to execute and deliver such certificate shall not detract from the effectiveness of any of the provisions of this Lease.

SECTION 1.04.A. Lessor recognizes that this Lease is subject to Lessee obtaining, at its sole cost and expense, the consent of the New York State Department of Health ("DOH") to permit the operation of a licensed medical marijuana dispensary in the Demised Premises (the "Required Approval"). In the event that Lessee does not obtain the Required Approval by July 30, 2015, Lessee agrees that Lessor shall have the right to cancel this Lease on the Declination Date (as hereinafter defined). The right to cancel this Lease as provided in this Section 1.04 must be in writing and sent to Lessee as provided for in this Lease. As used herein the "Declination Date" shall be the date which is the sooner of: (i) July 30, 2015, or (ii) two (2) days after Lessor receives from Lessee a copy of the letter from DOH denying Lessee's request to permit the operation of a medical marijuana dispensary in the Demised Premises (the "Declination Letter"). Upon Lessor's receipt of the Declination Letter this Lease shall become null and void and of no further force and effect as of the Declination Date, provided, however, that Lessee shall be obligated to pay Lessor the sum of Three Hundred Ninety-Six and 35/100 ($396.35) Dollars per day from the date hereof to the Declination Date and Lessor shall be entitled to credit such sums against the first monthly

installment of Fixed Rent and Security Deposit paid upon execution and delivery of this Lease.

B. Lessee hereby acknowledges and agrees that Lessor shall not be required to commence Lessor's Work until Lessee has obtained the Required Approval.

ARTICLE 2 - RENT

SECTION 2.01. Lessee shall pay to Lessor, or to such other person as Lessor may from time to time designate, at the address specified in or pursuant to Section 2.04, during the Term, fixed rent ("Fixed Rent"), over and above the other and additional payments to be made by Lessee as hereinafter provided, as follows:

Period Covered	Annual Fixed Rent exclusive of electric	Monthly Fixed Rent exclusive of electric
Rent Commencement Date through the day preceding the First (1st) Anniversary of the Rent Commencement Date (both dates inclusive)	$144,840.00	$12,070.00
First (1st) Anniversary of the Rent Commencement Date through the day preceding the Second (2nd) Anniversary of the Rent Commencement Date (both dates inclusive)	$149,185.20	$12,432.10
The Second (2nd) Anniversary of the Rent Commencement Date through the day preceding the Third (3rd) Anniversary of the Rent Commencement Date (both dates inclusive)	$153.660.76	$12,805.06
The Third (3rd) Anniversary of the Rent Commencement Date through the day preceding the Fourth (4th) Anniversary of the rent Commencement Date (both dates inclusive)	$158,270.58	$13,189.21
The Fourth (4th) Anniversary of the Rent Commencement Date through the day preceding the Fifth (5th) Anniversary of the Rent Commencement Date (both dates inclusive)	$163,018.70	$13,584.89
The Fifth (5th) Anniversary of the Rent Commencement Date through the day preceding the Sixth (6th) Anniversary of the Rent Commencement Date (both dates inclusive)	$167,909.26	$13,992.44
The Sixth (6th) Anniversary of the Rent Commencement Date through the day preceding the Seventh (7th) Anniversary of the Rent Commencement Date (both dates inclusive)	$172,946.53	$14,412.21
The Seventh (7th) Anniversary of the Rent Commencement Date through the day preceding the Eighth (8th) Anniversary of the Rent Commencement Date (both dates inclusive)	$178,134.93	$14,844.58
The Eighth (8th) Anniversary of the Rent Commencement Date through the day preceding the Ninth (9th) Anniversary of the Rent Commencement Date (both dates inclusive)	$183,478.98	$15,289.91
The Ninth (9th) Anniversary of the Rent Commencement Date through the day preceding the Expiration Date (both dates inclusive)	$188,983.35	$15,748.61

SECTION 2.02. Fixed Rent shall be paid in equal monthly installments on the first day of each and every month during the Term without any set off or deduction whatsoever; **provided however**, that if Fixed Rent shall be payable for any period prior to the first day of the first full month during the Term, then such Fixed Rent shall be paid in a proportionate amount for the number of days in such period and paid as and when the first equal monthly installment is payable as aforesaid. Notwithstanding the foregoing, Lessee shall pay the first (1st) monthly installment of Fixed Rent upon execution of this Lease.

SECTION 2.03. If Lessee shall fail to pay as and when due under this Lease any Fixed Rent or Additional Rent (as hereinafter defined), and such failure shall not be remedied within the grace period (if any) applicable thereto under this Lease, Lessor shall be entitled to: (i) interest on such unpaid Fixed Rent or Additional Rent from the date such payment was due at the maximum legal rate and shall have all of the rights and remedies provided in this Lease as in the case of default in the payment of the Fixed Rent or Additional Rent, including any rights available to Lessor at law or in equity ***and*** (ii) a late fee on any unpaid Fixed Rent and Additional Rent not paid by fifth (5th) day following the date such payments were due at the rate of five (5%) percent as compensation for Lessor's administrative expenses in handling such late payments. Except as otherwise specifically provided in this Lease, the Fixed Rent and

Additional Rent shall be paid without notice, demand, credit, abatement, deduction or setoff of any kind whatsoever. The Fixed Rent and Additional Rent are sometimes referred to collectively herein as "Rent."

SECTION 2.04. Lessee shall pay the Rent to Lessor in lawful money of the United States of America which shall be legal tender for all debts, public and private, at the time of payment, at the office of Lessor set forth above, or to such other person or persons and/or at such other place or places as Lessor may designate from time to time by notice to Lessee. Such payments may be by check of Lessee, subject to collection, payable to the order of Lessor or to such other person or persons as Lessor may designate from time to time by notice to Lessee; any such payment shall be deemed made upon receipt thereof, subject to collection.

SECTION 2.05. Any obligation of Lessee for payment of Rent which shall have accrued with respect to any period during or prior to the Term shall survive the expiration or termination of this Lease.

ARTICLE 3 - TAXES AND COMMON AREA MAINTENANCE CHARGES

SECTION 3.01. As used herein:

A. "Lessor's Statement" shall mean an instrument containing a computation of any Additional Rent payable by Lessee to Lessor pursuant to this Article.

B. The term "Taxes" shall mean all such taxes, assessments, use and occupancy taxes in respect of this Lease and any subleases made hereunder, water and sewer charges, rates and rents, water and other meter charges and all such other charges, taxes, levies and sums of every kind or nature whatsoever, general and special, extraordinary as well as ordinary, whether or not now within the contemplation of the parties, as shall or may during or in respect of the Term (or any period prior to the Term for which Fixed Rent is payable) be assessed, levied, charged or imposed upon or become a lien on the Office Unit or Demised Premises, or any part thereof, or anything appurtenant thereto, or the sidewalks, streets or roadways in front of, adjacent to or appurtenant to the Office Unit or Demised Premises (and which have a basis related in any way to the Office Unit or Demised Premises and/or the use or manner of use thereof), or which, if imposed on Lessee or in respect of the Office Unit or Demised Premises and if not paid by Lessee, would be collectible from Lessor, or which have been so assessed, levied, charged or imposed prior to the Term (but, in the last-mentioned case, only with respect to a period falling within the Term); **provided, however**, that, except if and to the extent otherwise provided in the succeeding sentence, "Taxes" shall not mean federal, state or local income taxes, franchise, excise, gift, transfer, capital stock, estate, succession or inheritance taxes or penalties or interest for late payment of any tax in respect of which Lessee shall have duly made payment of Additional Rent as herein provided. If, at any time during the Term, the methods of taxation prevailing at the commencement of the Term shall be altered so that, in lieu of or as a substitution in whole or in part for the taxes, assessments, levies, impositions or charges now or hereafter levied, assessed or imposed on real estate and the improvements thereon, shall be levied, assessed or imposed any tax or other charge on or in respect of the Office Unit and/or Demised Premises or the rents, income or gross receipts of Lessor therefrom (including any county, town, municipal, state or federal levy), then such tax or charge shall be deemed a Tax, but only to the extent that such Tax would be payable if the Office Unit or Demised Premises, or the rent, income or gross receipts received therefrom, were the only property of Lessor subject to such Tax, and Lessee shall pay and discharge the same as herein provided in respect of the payment of Taxes.

C. The term "City Tax Base" shall mean the amount of Taxes as hereinabove defined, imposed, levied, assessed and/or collected on the Office Unit, for the 2015/2016 City Tax.

D. The term "City Tax Year" shall mean each period of twelve (12) consecutive months commencing as of the first day of July of each such period for the City Tax, or such other periods of twelve (12) months as may be adopted as the fiscal year for real estate tax purposes.

SECTION 3.02.A. Lessee shall pay to Lessor, as Additional Rent, during or in respect of the period from the Rent Commencement Date to the Expiration Date (both dates inclusive) for each City Tax Year or portion thereof, Lessee's Proportionate Share (as hereinafter defined) of increases in Taxes which will be imposed, levied, assessed or collected on the Office Unit of which the Demised Premises are a part, for such City Tax Year over the City Tax Base regardless of whether such increase results from a higher tax rate and/or an increase in the assessed valuation of either the Office Unit or any other tax. Reasonable fees and expenses, if any, incurred in obtaining any reduction in assessed valuation from the tentative assessment to the final assessment shall also be considered an increase in Taxes for the purpose of this provision. Such payments shall be made by Lessee as Additional Rent in equal monthly installments during the applicable tax year together with the payment of Fixed Rent. Copies of tax bills applicable to the City Tax Base, and to any such applicable tax year shall be made available by Lessor for inspection by Lessee during normal business hours. In the event of any reduction in Taxes after final assessment and with respect to which Lessee has paid its proportionate share, any such reduction, less fees and expenses incurred to obtain such reduction shall be refunded in proportionate amounts to

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Lessee.

B. If Lessor obtains a reduction of the City Tax Base by final determination of legal proceedings or otherwise, then: (i) the City Tax Base shall be correspondingly revised, (ii) all Tax payments theretofore paid or payable hereunder shall be recomputed on the basis of such reduction, (iii) Lessee shall pay to Lessor as Additional Rent, within thirty (30) days after receipt of a bill therefor, any deficiency between the amount of such Tax payments theretofore computed and the amount thereof due as a result of such recomputations and (iv) all future Tax payments shall be computed using the revised City Tax Base.

SECTION 3.03.A. At any time hereafter and from time to time, Lessor may furnish to Lessee a Lessor's Statement setting forth (i) Lessor's actual Taxes for a period which shall have expired only if a final statement has not been previously rendered, and/or (ii) Lessor's reasonable estimate of Taxes for a succeeding period. Within Thirty (30) days next following rendition of each such Lessor's Statement, Lessee shall pay to Lessor the entire amount, if any, shown on such Lessor's Statement as being due with respect to any period which shall have expired. In addition, Lessee shall pay to Lessor, on the first day of each month following rendition of each such Lessor's Statement, on account of the estimated Additional Rent thereafter payable, a proportionate sum of the total Additional Rent shown upon such Lessor's Statement as being Lessor's reasonable estimate for a succeeding period on an annual basis (it being agreed that Lessor's estimate shall in any event be deemed reasonable if it is based on actual Taxes for a period which shall have expired immediately prior thereto, so that one month prior to the end of such period, Lessee's Proportionate Share of the increase shall be paid in full, and Lessee shall continue to pay Additional Rent on such basis until receipt of a subsequent Lessor's Statement. Such Additional Rent shall be due and payable at the same time as each monthly installment of Fixed Rent.

B. A reconciliation shall be made upon each Lessor's Statement as follows: Lessee shall be debited with any Taxes payable as shown on such Lessor's Statement, and credited with the aggregate of the total amount, if any, paid by Lessee in accordance with the provisions of the preceding paragraph on account of the estimated Additional Rent, for the period or item in question, and, within thirty (30) days next following rendition of such Lessor's Statement, Lessee shall pay Lessor the amount of any net debit balance shown thereon or Lessor shall apply against the next ensuing installments of Fixed Rent the net credit balance shown thereon.

C. Without limiting the preceding provisions of Section 3.04, it is understood that Lessor shall furnish a Lessor's Statement, for each calendar year falling wholly or partially within the Term.

SECTION 3.05. A. Lessor's failure to render Lessor's Statements with respect to any period shall not prejudice Lessor's right to render a Lessor's Statement with respect to that or any subsequent period. The obligations of Lessor and Lessee under the provisions of this Article with respect to Additional Rent shall survive the expiration or any sooner termination of the Term.

B. Each Lessor's Statement shall be conclusive and binding upon Lessee unless within ninety (90) days after receipt of such Lessor's Statement, Lessee shall notify Lessor that it disputes the reasonableness or correctness of Lessor's Statement, specifying to the extent known by Lessee the respects in which Lessor's Statement is claimed to be unreasonable or incorrect. Pending the determination of such dispute by agreement or otherwise, Lessee shall pay Additional Rent in accordance with the applicable Lessor's Statement, and such payment will be without prejudice to Lessee's position. If the dispute shall be finally determined in Lessee's favor by a court of competent jurisdiction, Lessor shall forthwith pay Lessee the amount of Lessee's overpayment of Additional Rent resulting from compliance with Lessor's Statement together with interest thereon at the legal rate.

SECTION 3.06. Lessee shall pay and discharge, or cause to be paid and discharged, the following items, regardless of to whom or how incurred, all taxes and assessments, if any, which shall or may during the Term be charged, levied, assessed or imposed upon, or become a lien upon, the personal property of Lessee used in the operation of the Demised Premises and which, if not paid by Lessee, would be collectible from Lessor.

ARTICLE 4 - USE OF DEMISED PREMISES

SECTION 4.01. Subject to the provisions of this Article, Lessee shall have the right to use the Demised Premises for manufacturing and/or dispensing of medical marijuana in accordance with all Legal Requirements, Insurance Requirements and Environmental Laws and for no other purposes.

SECTION 4.02. Lessee shall not use or occupy the Demised Premises in any manner or suffer or permit the Demised Premises or any part thereof to be used in any manner, or do or suffer or permit anything to be done in the Demised Premises, or bring anything into the Demised Premises or suffer or permit anything to be brought into the Demised Premises, which would in any way do any of the following: (a) violate any of the provisions of the Declaration, Mortgage (as hereinafter defined) or Superior Lease (as hereinafter defined); (b) violate any Legal Requirements, Insurance Requirements or Environmental Laws (as such terms are hereinafter defined); (c) make void or voidable any insurance

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policy then in force with respect to the Demised Premises, Building or Office Unit; (d) make unobtainable from insurance companies authorized to do business in the State of New York and rated by Best's Insurance Rating Service with a rating at least equal to A:XII, at standard rates without any special premium or charge, any fire or other casualty insurance with extended coverage, or rental, liability or boiler insurance, or other insurance provided for in Section 11.01 or otherwise may be required to be furnished by Lessor under the terms of the Mortgage or Superior Lease with respect to the Demised Premises; (e) cause physical damage to the Demised Premises, Building or Office Unit, or any part thereof; (f) constitute a public or private nuisance; (g) substantially impair the appearance or character of the Demised Premises, Building or Office Unit; (h) discharge or cause the discharge of objectionable substances, fumes, vapors or odors from the Demised Premises not otherwise in compliance with Legal Requirements, Insurance Requirements and Environmental Laws; (i) cause Lessee to default in the observance and performance of any of its other obligations to be observed and performed under this Lease; (j) unreasonably interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Demised Premises, or (k) violate any of the Building's Rules and Regulations annexed hereto as **EXHIBIT "C,"** as same may be amended from time to time.

SECTION 4.03. If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business in the Demised Premises or any part thereof, then Lessee, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee shall, at all times, comply with the terms and conditions of each such license or permit, but in no event shall failure to procure and maintain same by Lessee affect Lessee's obligations hereunder. Lessee shall not use or occupy the Demised Premises, or suffer or permit anyone to use or occupy the Demised Premises, in violation of any certificate of occupancy issued for the Building or Office Unit.

SECTION 4.04. This Section Has Been Intentionally Omitted.

SECTION 4.05. Lessee shall not place, or suffer, or permit anyone to place a load upon any floor of the Building that exceeds the floor load per square foot that such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law, nor shall Lessee overload, or suffer, or permit anyone to overload any wall, roof, land surface, pavement, landing or equipment on the Demised Premises.

SECTION 4.06. Lessee shall not use, or suffer, or permit anyone to use, on or across the Demised Premises, Building or Office Unit, any equipment having caterpillar-type tracks or tires, or any other equipment which would be damaging to the Demised Premises, Building or Office Unit or any road surface or blacktopping thereon.

SECTION 4.07. A. Lessee shall not release, discharge or dispose of, or permit, or suffer any release, discharge or disposal of any Hazardous Material at the Demised Premises in violation of any Environmental Law (as hereinafter defined). Lessee shall not permit or suffer the manufacture, generation, storage, transmission or presence of any Hazardous Material over or upon the Demised Premises in violation of any Environmental Law.

B. Lessee shall: (i) promptly, upon learning thereof, notify Lessor of any violation of, or non-compliance with, potential violation of or non-compliance with, or liability or potential liability under, any Environmental Law concerning the Demised Premises, (ii) promptly make (and deliver to Lessor copies of) all reports or notices that Lessee is required to make under any Environmental Law concerning the Demised Premises and maintain in current status all permits and licenses required under any Environmental Law concerning the Demised Premises, (iii) immediately comply with any orders, actions or demands of any Governmental Authority (as herein defined) with respect to the discharge, clean-up or removal of Hazardous Materials at or from the Demised Premises due to a breach of a covenant set forth in Section 4.07.A, (iv) pay when due the cost of removal of, treatment of, or the taking of remedial action with respect to, any Hazardous Material on the Demised Premises which is required by an Environmental Law due to a breach of a covenant set forth in Section 4.07.A, (v) keep the Demised Premises free of any lien imposed pursuant to any Environmental Law in respect of a breach of a covenant set forth in Section 4.07.A, (vi) from time to time, upon the request of Lessor, execute such affidavits, certificates and statements concerning Lessee's knowledge and belief concerning the presence of Hazardous Materials on the Demised Premises and (vii) otherwise comply with all Environmental Laws concerning the Demised Premises.

SECTION 4.08 Lessor shall, at Lessor's sole cost and expense, include Lessee's name on any internal Building directory and on the floor directional signs. Lessee shall have the right, at its sole cost and expense, and subject to Lessor's reasonable approval, to display its sign in the windows of the Demised Premises facing 38th Street and the Queens Midtown Tunnel. Other than the foregoing, Lessee shall not place or suffer to be placed or maintain any sign, awning or canopy upon or outside the Demised Premises or in the Building; nor shall Lessee place at the store front any sign, decoration, lettering or advertising matter of any kind without first obtaining Lessor's written approval and consent

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in each instance. In the event that Lessor gives its consent hereunder, all signs shall be of a size, color and design as is approved in writing by Lessor and shall be installed where designated by Lessor and maintained in good condition, repair and appearance at all times, according to Lessor's standards and the laws of the municipality having jurisdiction over such signs. If Lessor shall deem it necessary to remove any sign in order to paint or to make any repairs, alterations or improvements in or upon the Demised Premises or any part thereof, Lessor shall have the right to do so, provided the same be removed and replaced at Lessor's cost and expense unless having been occasioned by fault of Lessee. Lessor shall have the right, with or without notice to Lessee, to remove any signs (paper or otherwise) installed by Lessee in violation of this paragraph and to charge Lessee the cost of such removal without liability to Lessee for such removal.

SECTION 4.09 No property, other than such as might normally be brought upon or kept in the Demised Premises as incidental to the reasonable use of the Demised Premises for the purposes herein permitted, will be brought upon or kept in the Demised Premises.

ARTICLE 5- POSSESSION AND CONDITION OF DEMISED PREMISES

SECTION 5.01. Lessee has inspected the Demised Premises, the Declaration, and the state of title thereto and except for Lessor's Work and latent defects, Lessee accepts the Demised Premises in their "AS IS" state and condition on the Commencement Date and without any representation or warranty (except as expressly set forth herein), express or implied, in fact or by law, by Lessor, and without recourse to Lessor, as to title thereto, the nature, condition or usability thereof or as to the use or occupancy which may be made thereof.

SECTION 5.02. If delivery of possession to the Demised Premises to Lessee is delayed by reason of Unavoidable Delays (as hereinafter defined), then this Lease and the validity thereof shall not be affected thereby and Lessee shall not be entitled to terminate this Lease, to claim actual or constructive eviction, partial or total, or to be compensated for loss or injury suffered as a result thereof, nor shall the same be construed in any way to extend the Term, **provided, however**, that, notwithstanding the provisions of Article 1, the Commencement Date shall be deemed to occur only if and when possession of the Demised Premises is made available to Lessee.

SECTION 5.03. The provisions of this Article shall be considered an express provision to the contrary pursuant to New York ***Real Property Law*** Section 223-(a) governing delivery of possession of the Demised Premises and any law providing for such a contingency in the absence of such express agreement now or hereafter enacted shall have no application is such case to the extent inconsistent with this Lease.

ARTICLE 6- UTILITIES, CLEANING, ETC.

SECTION 6.01.A. During the Term hereof and subject to and in accordance with the Declaration, Lessor shall furnish to Lessee, during Normal Working Hours (as hereinafter defined: (i) elevator facilities; (ii) heat to the Demised Premises when and as required by law; (iii) water for ordinary lavatory purposes for the Demised Premises, but if Lessee uses or consumes water for any other purposes or in unusual quantities (of which fact Lessor shall be the sole judge), Lessor may install a water meter at Lessee's expense in good working order and repair to register such water consumption and Lessee shall pay for water consumed as shown on said meter as Additional Rent as and when bills are rendered; (iv) air conditioning and/or cooling for the Demised Premises through the Office Unit's air conditioning and/or cooling system (the "HVAC System"); (v) ventilation for the Demised Premises; (vi) electricity for Building lighting and normal Building equipment and other incidental equipment (hereinafter collectively referred to as the "Utility Service").

B. Except as otherwise specifically provided for in this Lease, Lessor represents and warrants that Lessee shall have access (by elevator) to the Demised Premises Twenty-Four (24) hours a day, Seven (7) days a week.

C.1. The HVAC System shall be capable of substantially meeting the following maximum performance specifications:

	Inside Condition (Degrees)	Outside Condition (Degrees)
Cooling Season	78°F dry bulb 50% RH	95°F dry bulb 75°F wet bulb
Heating Season	72°F dry bulb	0°F

2. The foregoing performance standards shall be inapplicable where the Demises Premises are occupied by more than an average of one person for each 150 square feet of Lessee's floor space or if Lessee installs and operates machines and appliances, the installed electrical load of which when

combined with the load of all lighting fixtures and all occupancy factors exceeds four watts per square foot of Lessee's floor space in any one room or other area or in any area used other than for offices. If due to use of the Demised Premises in a manner exceeding the aforementioned occupancy and electrical load criteria, or due to rearrangement of partitioning after the initial preparation of the Demised Premises, interference with normal operation of the air conditioning in the Demised Premises results, necessitating changes in the air conditioning system servicing the Demised Premises, such changes shall be made by Lessor upon written notice to Lessee and Lessee's sole cost and expense. Lessee agrees to keep all windows closed, and to lower and close window coverings when necessary because of the sun's position whenever the said air conditioning system is in operation, and Lessee agrees at all times to cooperate fully with Lessor and to abide by all the regulations and requirements which Lessor may prescribe for the proper functioning and protection of the said air conditioning system. Lessor, throughout the Term, shall have free and unrestricted access to any and all air conditioning facilities in the Demised Premises.

SECTION 6.02. During the Term hereof, Lessee shall, at its sole cost and expense, clean the Demised Premises and store and remove all medical waste, sharps and/or medical related refuse from the Demised Premises in accordance with and pursuant to all Legal Requirements, Environmental Laws and Insurance Requirements using such contractors approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.

SECTION 6.03.A. If Lessee requests air conditioning in the Demised Premises outside Normal Working Hours ("Overtime Services"), Lessee agrees to pay to Lessor an overtime charge to cover Lessor's expenses for providing Overtime Services.

B.1 Lessor shall furnish such Overtime Service to Lessee provided that (i) Lessee pays to Lessor as Additional Rent special overtime charges (the "Overtime Charge") therefore, which is presently at the rate of $150.00 per hour for Overtime Services, which Overtime Charge will be billed to Lessee along with Lessee's next monthly installment of Fixed Rent if such service shall have been furnished to Lessee prior to the fifteenth (15th) day of the month or along with the subsequent monthly installment of Fixed Rent if such service shall have been furnished to Lessee after the fifteenth (15th) day of the month, and (ii) that Lessee's request shall be received by Lessor by not later than 2:00 P.M. on the day for which after hours service is requested (and by not later than 2:00 P.M. on the day preceding any requested before-hours service). In the event that Lessee and any other tenant in the Building shall request Overtime Services, then, to the extent that the Building Equipment permits same, Lessee and such other tenants shall pay their proportionate share of the Overtime Charges.

2. Lessee agrees that the Overtime Charges, may from time to time, be increased by Lessor, with not less than thirty (30) days prior written notice to Lessee, if the rates at which Lessor purchases electrical energy from the public utility corporation supplying electrical current to the Building of which the Demised Premises are a part shall be increased, or any tax is imposed upon Lessor's receipt from the sale or resale of electrical energy by any Federal, State or Municipal Authority, or any charges incurred or taxes payable by Lessor in connection therewith shall be increased. The Overtime Charges shall be increased by an amount equal to the product of the respective hourly rate times the percentage increase in the rates at which Lessor purchases electrical energy from the public utility corporation as aforesaid.

SECTION 6.04.A. Commencing on the Commencement Date, during the Term hereof, Lessor shall also provide Lessee with the necessary facilities to furnish electricity ("Electric Service") to the Demised Premises, including any supplemental heating, ventilating and air conditioning systems.

B. Lessee agrees that it shall purchase or receive such Electric Service directly from the public or private utility company providing Electric Service to the Building and Lessee shall pay directly to the public or private utility company all charges for Electric Service rendered or supplied to the Demised Premises throughout the Term hereof, commencing on the Commencement Date, and including any Renewal Term.

C. Lessee's consumption of Electric Service shall be measured by means of separate flow meters (hereinafter referred to as the "Meters") which currently exists and Lessee shall pay, during the entire Term of this Lease all costs and expenses including the payments of any taxes and/or penalties in connection therewith shown on the Meter for all Electric Service used, consumed, demanded, or provided to the Demised Premises, including electricity for any auxiliary heating, ventilating and air conditioning systems servicing the Demised Premises.

D. Lessee shall make no substantial alterations or additions to the initial lighting, electrical appliances or office equipment if the connected electrical load, when combined with the load of all lighting fixtures and all occupancy factors exceeds three (3) watts of connected load per rentable square, exclusive of the HVAC System, without first obtaining written consent from Lessor in each instance. Lessor warrants that the electrical facilities servicing the Demised Premises is in good working order and can accommodate a normal office installation with associated office machinery and equipment, **provided, however,** that the connected electrical load, when combined with the load of all lighting fixtures and all occupancy factors does not exceed three (3) watts of connected load per rentable square, exclusive of the

HVAC System. Lessee agrees that at all times its use of Electric Service shall not exceed the capacity or overload any of the central and appurtenant installations for Electric Service including, but not limited to all wires, feeders, risers, electrical boxes, switches, outlets, connections, and cables located in the Building, Office Unit or Demised Premises or any other mechanical equipment spaces located therein. Lessee's use of Electric Service shall not interfere with the use thereof by other occupants of the Property, or Building and shall be of such a nature, as determined by Lessor in its sole judgment and discretion, so as not cause permanent damage or injury to the Demised Premises or the Building of which the Demised Premises are a part, or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations, repairs or expense, or interfere with or disturb other tenants or occupants.

SECTION 6.05. Lessor shall in no way be liable for any loss, damage, or expense which Lessee may incur as a result of the change, at any time, of the character or quality of Electric Service or Utility Service or any failure of or defect in Electric Service or Utility Service by reason of any public or private utility company then supplying such service to the Office Unit, Building or the Demised Premises and Lessee agrees to hold the Lessor harmless and to indemnify it from and against any loss, liability or damage in connection therewith resulting from Lessee's negligent or wilful acts or omissions. This indemnity shall survive the expiration or other termination of this Lease.

ARTICLE 7- REPAIR AND MAINTENANCE

SECTION 7.01.A. Subject to the provisions of Section 7.02 hereof, Lessee shall, during the Term of this Lease, at Lessee's sole cost and expense, take good care of, maintain and make all repairs, (other than structural) in the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including but not limited to, internal doors and entrances, door checks, internal signs, floor covering, interior walls, columns and partitions; and lighting, heating, hot water, plumbing and sewerage facilities, sprinkler system and sprinkler heads; and supplemental air conditioning units, if any, located within the Demised Premises and serving only the Demised Premises.

B. If Lessee refuses or neglects to clean, maintain or make repairs or otherwise fails to perform any of Lessee's repairs or maintenance obligations hereunder, Lessor shall have the right, but shall not be obligated, to make such repairs or perform on behalf of and for the account of Lessee. All sums so paid by Lessor in connection with the payment or performance by it or any of the obligations of Lessee hereunder and all actual and reasonable costs, expenses and disbursements paid in connection therewith or enforcing or endeavoring to enforce any right under or in connection with this Lease, or pursuant to law, together with interest thereon at the maximum legal rate from the respective dates of the making of such payment, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor upon demand by Lessor. The provisions of this Section shall survive the expiration or other termination of this Lease.

SECTION 7.02. Lessor shall not be required to make any repairs or improvements of any kind upon the Demised Premises except for necessary structural repairs to the Office Unit or Building to the extent required under the Declaration or for damage caused by a casualty or Lessor's negligent acts, excluding Lessee's property. Lessor shall during the Term of this Lease and any Renewal Term, maintain and repair all common areas and other facilities in or about the Office Unit, exclusive of doors, door frames, door checks, windows and window frames. Lessor shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; and to change the area, level, location and arrangement of other facilities. Lessor shall operate and maintain the common areas of the Office Unit in such manner as Lessor in its discretion shall determine, and Lessor shall have full right and authority to employ and discharge all personnel with respect thereto. If Lessor shall designate an employee or lessee parking area or areas, Lessee and its employees shall use only such areas for parking and Lessee shall cooperate fully with Lessor in enforcing this covenant.

SECTION 7.03. "Repairs" as used herein shall mean all repairs, replacements, renewals, alterations, additions and betterments. All contracts between Lessee and others for installations, maintenance, and repairs and alterations involving the Demised Premises, including maintenance agreements, shall be subject to the prior written approval of Lessor, not to be unreasonably withheld or delayed.

SECTION 7.04. Lessor shall not be required to make any repairs or replacements to the common areas occasioned by the act or negligence of Lessee, its agents, employees, invitees, customers, licensees, or contractors, except to the extent that Lessor is reimbursed therefor under any policy of insurance permitting waiver of liability and containing a waiver of subrogation, except as otherwise provided in this Article and Article 12 of this Lease.

ARTICLE 8- LESSOR'S WORK, ALTERATION FUND, LESSEE'S WORK

SECTION 8.01.A.1. Lessor (which term as used herein may be deemed to mean Lessor and/or Lessor's affiliated or non-affiliated general contractor) shall act as general contractor with respect to the build-out of the Demised Premises and, in such capacity, shall perform, at Lessor's sole cost and expense,

all the quantity of work as described in Lessor's Standard Work Letter annexed hereto as **EXHIBIT "F-1"** at the Demised Premises in accordance with the plans and specifications (the "Plans") which Lessor and Lessee have approved and which are annexed hereto as **EXHIBIT "F-2"** hereto (the "Work" or "Lessor's Work") and in a good and workmanlike manner and in compliance with all Legal Requirements, Insurance Requirements and Environmental Laws.

2. Lessor and Lessee agree that Lessor shall contribute an amount equal to One Hundred Fifty-Six Thousand, Nine Hundred Ten and 00/100 ($156,910.00) Dollars, inclusive of all architectural, engineering and permit fees for the completion of the Work ("Lessor's Allowance") and Lessee agrees that any costs to complete the Work in excess of Lessor's Allowance which are approved by Lessee shall be the sole responsibility and obligation of Lessee. Upon disbursement of Lessor's Allowance, Lessor shall have no further obligation or liability whatsoever to Lessee for funding the Work and it is expressly understood and agreed that Lessee shall be obligated to fund the completion of the Work, whether or not Lessor's Allowance is sufficient to fund such completion.

B. Any increase in the scope of Work to be performed by Lessor beyond that contained in the Plans ("Extra Work") shall be approved as follows: (i) a written request for any such Extra Work (including any and all change orders) defining the scope of such Extra Work plus any possible time delay and containing an "Extra Work Cost Estimate " shall be prepared by Lessor for review and acceptance by Lessee in writing; and (ii) upon execution by Lessee of such written request of Lessor, Lessor shall pursue completion of the Extra Work stipulated therein at Lessee's sole cost and expense. Lessee shall pay to Lessor the cost of the Extra Work to the extent it exceeds Lessor's Allowance upon the commencement of such Extra Work.

C. To the extent (i) Lessor (which term as used herein may be deemed to mean Lessor and/or Lessor's affiliated or non-affiliated general contractor) may be or is required to or actually does perform Work pursuant to this Article 8, and/or (ii) Lessor performs other build-out or similar work or alterations to the Demised Premises of any kind or any other demolition, renovation or construction on Lessee's behalf during the term of this Lease, pursuant to Article 25 of this Lease and otherwise, same shall be on a Cost (as hereinafter defined) basis.

SECTION 8.02.A. Lessor shall use reasonable efforts to substantially complete the Work by within a reasonable time after the Required Approvals, subject to Unavoidable Delays, but failure to complete the Work by said date shall not affect the validity of this Lease. Lessor has not made, and makes, no representations as to the date when the Work will be substantially complete and notwithstanding any date specified in this Lease, the same is merely an estimate.

B. Lessee shall submit to Lessor, on or before the tenth (10th) day following notice of substantial completion of the Work, a punch list setting forth such details provided for in the Plans as remain to be completed and, except as noted therein, Lessee shall be deemed to have accepted the Work as of the date of substantial completion.

C. Except as provided herein, Lessee hereby waives any right to terminate, cancel or rescind this Lease by reason of Lessor's failure to complete the Work, to deliver possession of the Demised Premises or otherwise perform its obligations under this Article, which Lessee might otherwise have pursuant to any law now or hereafter in force or otherwise. Lessee further waives the right to recover any damages which may result from Lessor's failure to complete the Work, to deliver possession of the Demised Premises or otherwise to perform its obligations under this Article.

SECTION 8.03. Following substantial completion of the Work, or earlier by mutual consent, Lessee shall equip the Demised Premises with all trade and operating fixtures, equipment, furniture, furnishings, and any and all other items necessary as reasonably determined by Lessee for the proper operation of Lessee's business ("Lessee's Alterations"). All trade and operating fixtures and equipment permanently affixed to the Demised Premises shall not be subject to liens, conditional sales contracts, security agreements or chattel mortgages. Lessee shall work compatibly, and not interfere, in Lessor's reasonable judgment, with Lessor in the completion of the Work. Lessee shall at all times comply with all of the terms of this Lease.

SECTION 8.04. Other than as specifically provided for in Section 8.03 hereof, Lessee shall not do any construction, work or alterations to the Demised Premises, nor shall Lessee permanently affix any items other than Lessee's trade fixtures without first: (1) obtaining Lessor's written consent ***and*** (2) complying with all of the terms, covenants and conditions contained in Lessor's **Standard Requirements For Alterations To Be Performed by Lessees**, annexed hereto as **EXHIBIT "G,"** as may be amended from time to time.

ARTICLE 9- COMPLIANCE WITH LAWS

SECTION 9.01. Throughout the Term of this Lease, Lessee shall promptly comply with all Legal Requirements, Environmental Laws and Insurance Requirements whether or not such compliance

involves structural repairs or changes or be required on account of any particular use to which the Demised Premises, or any part, may be put, and whether or not any such Legal Requirements, Environmental Laws, or Insurance Requirements be of a kind not now within the contemplation of the parties hereto. Compliance by Lessee with Legal Requirements, Environmental Laws, and Insurance Requirements shall be at Lessee's sole cost and expense. Lessee shall not contest the application or validity of any such Legal Requirements, Environmental Laws, or Insurance Requirements without the prior written consent of Lessor in each such instance. Any repair or change required under this Section shall be deemed a repair for the purposes of Article 7. With respect to actions necessary to comply with Legal Requirements, Insurance Requirements and Environmental Laws which due to their nature, can only be taken by Lessor, Lessor, at Lessee's expense, will cooperate with Lessee in facilitating such compliance.

ARTICLE 10- RIGHTS RESERVED TO LESSOR

SECTION 10.01. Lessee shall permit Lessor, Lessor's agents, and its invitees to enter the Demised Premises, or any part thereof, at all reasonable times provided same does not unreasonably interfere with Lessee's business and a representative of Lessee is present for the purposes of (a) inspecting the same, (b) curing Events of Default of Lessee (after Ten (10) days notice to Lessee, except that no notice shall be required in case of an emergency), (c) showing the same to mortgagees, appraisers, or prospective lenders, purchasers or lessees, (d) observing the performance by Lessee of its obligations under this Lease, (e) performing any act or thing which Lessor may be obligated or have the right to do under this Lease or otherwise, and (f) any other reasonable purpose. Lessor and any providers of Utility Services or other services shall have the right to maintain existing utility, mechanical, electrical and other systems and to enter upon the Demised Premises to make such repairs and alterations therein or in or to the Demised Premises as may, in the opinion of Lessor, be deemed necessary or advisable. Lessor shall not be liable for inconvenience, annoyance, disturbance or loss of business to Lessee or any sublessee by reason of making any repairs or the performance of any work, or on account of bringing materials, tools, supplies and equipment into or through the Demised Premises during the course thereof and the obligations of Lessee under this Lease shall not be affected thereby. The rights provided in this Article shall be exercised so as to minimize interference with the use and occupancy of the Demised Premises by Lessee. Nothing contained in this Article shall impose, or shall be construed to impose on Lessor any obligation to maintain the systems referred to in this Article or the Demised Premises or anything appurtenant thereto, or to make repairs or alterations thereof or thereto, or to create any liability for any failure to do so.

SECTION 10.02.A. Without abatement or diminution in rent, Lessor reserves and shall have the following additional rights: (a) to change the street address and/or the name of the Building of which the Demised Premises are a part and/or the Office Unit and/or the locations of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building and/or Office Unit without liability to Lessee, (b) to approve in writing all sources furnishing construction work, painting, decorating, repairing, maintenance and any other work in or about the Demised Premises, (c) to erect, use and maintain pipes and conduits in and through the Demised Premises, (d) to charge to Lessee any expense including overtime cost incurred by Lessor in the event that repairs, alterations, decorating or other work in the Demised Premises are made or done after ordinary business hours at Lessee's request, (e) to immediately enter and alter, renovate, and redecorate the Demised Premises (without reduction or abatement of rent or incurring any liability to Lessee for compensation), if during the last five (5) months of the term or of a renewal term Lessee shall have removed all or substantially all of Lessee's property therefrom, and (f) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building of which the Demised Premises are a part.

B. Lessor may exercise any or all of the foregoing rights hereby reserved to Lessor without being deemed guilty of an eviction, actual or constructive, or disturbance or interruption of Lessee's use or possession and without being liable in any manner toward Lessee and without limitation or abatement of rent or other compensation, and such acts shall have no effect on this Lease.

ARTICLE 11- INSURANCE

SECTION 11.01. A. Lessee shall obtain and keep in full force and effect during the Term, and during any earlier period of time when Lessee or Lessee's agents, employees, or contractors may enter the Demised Premises at its own cost and expense:

(1) commercial general liability insurance (with a contractual liability endorsement covering the matters set forth in Article 16) having a combined single limit of not less than Three Million ($3,000,000.00) Dollars protecting Lessor, ProMed Property Management, Inc., ProMed Properties, Inc., Lincoln Property Company Commercial Services Enterprise, Inc., any Lessor's agent which is acting as a property manager for the Office Unit, the holder of any Mortgage, or lessor under any Superior Lease and Lessee as insureds (and naming each such person as an insured party or as an additional insured) against any and all claims for bodily injury, death or property damage occurring, during the Term and during any earlier period of time when Lessee

or Lessee's agents, employees, or contractors may enter the Demised Premises;

(2) insurance (herein sometimes referred to as "Lessee's fire (casualty) insurance") against loss or damage by any and all risks and hazards to Lessee's Property (as hereinafter defined) for the full replacement value thereof (including coverages which are currently sometimes referred to as "all risk" with coverage written on a replacement cost basis);

(3) workers' compensation and employers liability insurance in accordance with the laws of the State of New York and all Governmental Authorities having jurisdiction over the Demised Premises and/or the Office Unit; and

(4) Lessee shall insure and keep insured in the name of Lessee, with the name of Lessor included as an additional insured, at Lessee's expense (i) all internal plate glass in the Demised Premises; (ii) if there is a steam boiler, steam generator, or any other combustible device, mechanism or appliance in, on, adjoining or beneath the Demised Premises, for the exclusive use of the Lessee, Lessee shall insure and keep the same insured with a broad form boiler insurance in the amount of at least Five Hundred Thousand ($500,000.00) Dollars. Lessee shall further insure, at Lessor's request, against any other peril generally insured against by a business of Lessee's type.

B. Said insurance is to be written in form and substance reasonably satisfactory to Lessor by an insurance company, licensed to do business in the State of New York, which shall be rated by Best's Insurance Rating Service with at least a rating equal to A:XII. Lessee shall procure, maintain and place such insurance and pay all premiums and charges therefor and upon failure to do so Lessor may, but shall not be obligated to, procure, maintain and place such insurance or make such payments, and in such event Lessee agrees to pay the amount thereof plus interest at the maximum legal rate then prevailing, to Lessor on demand as Additional Rent. If Lessee has other locations that it owns or leases, said policy shall include an aggregate per location endorsement. Lessee shall cause to be included in all such insurance policies (i) a provision to the effect that the same will not be canceled or modified except upon not less than thirty (30) days prior written notice to the Lessor, and (ii) a provision to the effect that the naming of any person other than Lessee as an insured shall not obligate such person to pay any premium. Each such Lessee's fire (casualty) insurance policy shall contain an agreement by the insurer that the act or omission of one insured will not invalidate the policy as to any other insured. Not less than ten (10) days prior to the Commencement Date the original insurance policies or appropriate certificates and paid receipts therefor, (together with a photocopy of the policy, if Lessor shall so request) shall be deposited with Lessor. Any renewals or endorsements thereto shall also be deposited with Lessor, not less than ten (10) days prior to the expiration date of the policy being renewed, replaced or endorsed, to the end that said insurance shall be in full force and effect at all times during the Term.

SECTION 11.02. Lessee agrees to use reasonable efforts to include in each of its insurance policies (insuring the Demised Premises and Lessor's property therein, against loss occasioned by fire or other casualty) a waiver of the insurer's right of subrogation against the Lessor, or if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the insured waives or has waived before the casualty the right of recovery against any party responsible for a casualty covered by the policy, or (b) any other form of permission for the release of the other party, or (c) the inclusion of the Lessor as an additional insured. Lessee, upon request from Lessor from time to time, will furnish evidence of the nature of the insurance arrangements made concerning the subject matter of this Section.

SECTION 11.03. As long as both parties' fire (casualty) insurance policies then in force include the waiver of subrogation or agreement or permission to release liability referred to in Section 11.02 or name the other party as an additional insured, each party hereby waives (and agrees to cause any other permitted occupants of the Demised Premises to execute and deliver to the other party written instruments waiving) any right of recovery against the other party, the holder of the Mortgage, or Superior Lease, and any servants, employees, agents or contractors of the other party, or of any such lessor or holder, or of any such other tenants or occupants, for any loss occasioned by fire or other casualty, that is an insured risk under Lessee's fire (casualty) insurance policies. In the event that at any time either party's fire (casualty) insurance carriers shall not include such or similar provisions in the other party's fire (casualty) insurance policies, the waivers set forth in the foregoing sentence shall be deemed of no further force and effect. During any period when either party fails to maintain such fire (casualty) insurance, for the purposes of the first sentence of this Section there shall be deemed to be in effect such fire (casualty) insurance meeting the requirements of such sentence.

SECTION 11.04. Nothing contained in this Lease shall (i) relieve Lessee of any liability to Lessor or to its insurance carriers which Lessee may have under law or the provisions of this Lease in connection with any damage to the Demised Premises by fire or other casualty; (ii) impose upon Lessor any duty to procure or maintain any kinds of insurance or any particular amounts or limits of any such kinds of insurance.

SECTION 11.05. Lessor shall insure the Building with all risk insurance coverage in such amounts so as to avoid co-insurance and Lessor agrees that such policies shall contain a waiver of subrogation in favor of Lessee.

ARTICLE 12 - DAMAGE OR DESTRUCTION

SECTION 12.01. If the Demised Premises or any part thereof shall be damaged by fire or other casualty, Lessee shall give prompt notice thereof to Lessor and Lessor shall proceed (subject to the provisions of this Article) with reasonable diligence to repair or cause to be repaired such damage. Except as provided in Section 12.05, the Fixed Rent shall be abated proportionately to the extent that the Demised Premises shall have been rendered Untenantable (as hereinafter defined), such abatement to be from the date of such damage or destruction to the date the Demised Premises shall no longer be Untenantable.

SECTION 12.02. If the Demised Premises shall be totally damaged or the whole of the Demised Premises shall be rendered Untenantable by fire or other casualty, and Lessor has not terminated this Lease pursuant to Section 12.03 and Lessor has not completed the making of the required repairs and restored and rebuilt the Demised Premises and/or access thereto within one (1) year from the date of such damage or destruction to the level of demising walls only, and such additional time after such date, as shall equal the aggregate period Lessor may have been delayed in doing so by Unavoidable Delays or adjustment of insurance, Lessee may serve notice on Lessor of its intention to terminate this Lease and if within thirty (30) days thereafter, Lessor shall not have substantially completed the making of the required repairs and restored and rebuilt the Demised Premises to the level of demising walls, then in such events, this Lease shall terminate on the expiration of such thirty (30) day period as if such termination date were the Expiration Date, and the Fixed Rent and Additional Rent shall be apportioned as of such date of sooner termination and any prepaid portion of Fixed Rent and Additional Rent for any period after such date shall be refunded by Lessor to Lessee.

SECTION 12.03.A. If the Demised Premises shall be totally damaged or the whole or substantially all of the Demised Premises shall be rendered Untenantable by fire or other casualty or if the Demised Premises shall be so damaged by fire or other casualty that substantial alteration or reconstruction shall, in Lessor's reasonable opinion, be required, then and in such events Lessor may, at its option, terminate this Lease and the Term and estate hereby granted by giving Lessee not less than thirty (30) days, nor more than sixty (60) days, notice of such termination, within ninety (90) days after the date of such damage. In the event that such notice of termination shall be given, this Lease and the Term and estate hereby granted shall terminate as of the date provided in such notice of termination (whether or not the Term shall have commenced) with the same effect as if that were the Expiration Date, and the Fixed Rent and Additional Rent shall be apportioned as of such date of sooner termination, and any prepaid portion of Fixed Rent and Additional Rent for any period after such date shall be refunded by Lessor to Lessee.

B. If the Demised Premises shall be totally damaged or the whole or substantially all of the Demised Premises shall be rendered untenantable by fire or other casualty, and Lessor has not terminated this Lease as provided in Section 12.03.A., Lessor shall notify Lessee, within ninety (90) days after such fire or other casualty, as to the estimated period of time necessary to complete the required repairs and restore and rebuild the Demised Premises to the level of demising walls. If such Lessor's estimate exceeds one (1) year, from the date of such notice, or if Lessor falls to deliver such notice, then in such events, Lessee may serve on Lessor, within thirty (30) days of its receipt of Lessor's notice, or the expiration of the ninety (90) days after such fire or other casualty, as the case may be, (time being of the essence with respect thereto), notice of its intention to terminate this Lease on a date which shall be not more than thirty (30) days from the date of Lessee's notice. If Lessee gives notice of its intention to cancel this Lease as provided herein, then in such events, this Lease shall terminate on the expiration of such thirty (30) day period as if such termination date were the Expiration Date, and the Fixed Rent and Additional Rent shall be apportioned as of such date of sooner termination and any prepaid portion of Fixed Rent and Additional Rent for any period after such date shall be refunded by Lessor to Lessee. Lessee's failure to notify Lessor within the thirty (30) day period shall be deemed a waiver of the right to terminate this Lease.

SECTION 12.04. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage by fire or other casualty or the repair thereof.

SECTION 12.05. Lessee shall restore all improvements made by Lessee to the Demised Premises, at Lessee's sole cost and expense. Nothing herein contained shall relieve Lessee from any liability to the Lessor or to its insurers in connection with any damage to the Office Unit, Building or Demised Premises by fire or other casualty if Lessee shall be legally liable in such respect. Notwithstanding any of the foregoing provisions of this Article, if by reason of some action or inaction on the part of Lessee or any of its employees, agents, officers, directors or contractors, Lessor or the holder of the Mortgage or Superior

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Lease shall be unable to collect all of the insurance proceeds (including rent insurance proceeds) applicable to damage or destruction of the Demised Premises by fire or other cause, then, without prejudice to any other remedy which may be available against Lessee, the abatement of Fixed Rent provided for in this Article shall not be effective to the extent of the uncollected insurance proceeds.

SECTION 12.06. This Lease shall be considered an express agreement to the contrary pursuant to New York ***Real Property Law*** Section 227 governing any case of damage to or destruction of the Demised Premises or any part thereof by fire or other casualty, and any law providing for such a contingency in the absence of such express agreement, now or hereafter enacted, shall have no application in such case to the extent inconsistent with this Lease.

SECTION 12.07. Lessee shall, at its own cost and expense, remove all of Lessee's property from the Demised Premises as Lessor shall require in order to repair and restore the Demised Premises and Lessor shall not be obligated to commence repairs or restoration of the Demised Premises until such property has been removed by Lessee from the damaged portion of the Demised Premises. Should Lessee neglect, fail, or refuse to remove its aforesaid property within thirty (30) days after such damage or destruction, the provisions for abatement of Fixed Rent contained herein shall be suspended and of no force and effect whatsoever until Lessee has completed such removal. In no event shall the Lessor be required to repair or replace Lessee's merchandise, trade fixtures, furniture, furnishings, inventory and equipment.

ARTICLE 13 - CURING DEFAULTS; FEES AND EXPENSES

SECTION 13.01. If Lessee shall default in the full and prompt performance of any covenant contained herein and to be performed on Lessee's part, Lessor, after ten (10) days notice to Lessee (except that a lesser notice appropriate to the circumstances shall be required in case of an emergency), without being under any obligation to do so and without thereby waiving such default may perform such covenant for the account and at the expense of Lessee and may enter upon the Demised Premises for any such purpose and take all action thereon as may be necessary therefor. All sums so paid by Lessor in connection with the payment or performance by it of any of the obligations of Lessee hereunder and all actual and reasonable costs, expenses and disbursements paid in connection therewith or enforcing or endeavoring to enforce any right under or in connection with this Lease, or pursuant to law, together with interest thereon at the maximum legal rate from the respective dates of the making of each such payment, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor upon demand by Lessor. The provisions of this Section shall survive the expiration or other termination of this Lease.

ARTICLE 14 - DEFAULT PROVISIONS

SECTION 14.01. A. If any one or more of the following events shall happen and shall not have been cured within any applicable grace period herein provided:

(1) if default shall be made in the due and punctual payment of Fixed Rent or Additional Rent payable by Lessee under this Lease when and as the same shall become due and payable, and such default shall continue for a period of five (5) days after written notice thereof from Lessor to Lessee (provided that no such notice shall be required if, during the period of one (1) year immediately preceding the date of default, there shall have been two (2) or more defaults in the due and punctual payment of Fixed Rent or Additional Rent payable by Lessee under this Lease when and as the same shall have been due and payable); or

(2) if default shall be made by Lessee in performance of, or compliance with, any of the covenants, agreements or conditions contained in this Lease and either (i) in the case of a default or a contingency which can with due diligence be cured within thirty (30) days, such default shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee, or (ii) in the case of a default or a contingency which cannot with due diligence be cured within thirty (30) days, Lessee shall fail, after written notice thereof from Lessor, to proceed promptly and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that, in connection with a default which is not susceptible of being cured with due diligence within thirty (30) days the time of Lessee within which to cure the same shall be extended for such period as may be necessary for the curing thereof with all due diligence); or

(3) if Lessee shall file a voluntary petition seeking an order or relief under Title 11 of the United States Code or similar law of any jurisdiction applicable to Lessee, or Lessee shall be adjudicated a debtor, bankrupt or insolvent, or shall file any petition or answer seeking, consenting to or acquiescing in any order for relief, reorganization, arrangement, composition, adjustment, winding-up, liquidation, dissolution or similar relief with respect to Lessee or its debts under the present or any future bankruptcy act or any other present or future applicable

federal, state or other statute or law, or shall file an answer admitting or failing to deny the material allegations of a petition against it for any such relief or shall generally not, or shall be unable to, pay its debts as they become due or shall admit in writing in any filing with any court or Governmental Authority its insolvency or its inability to pay its debts as they become due, or shall make a general assignment for the benefit of creditors or shall seek or consent or acquiesce in the appointment of any trustee, receiver, examiner, assignee, sequestrator, custodian or liquidator or similar official of Lessee or of all or any part of Lessee's property or if Lessee shall take any action in furtherance of or authorizing any of the foregoing; or if Lessee shall call a meeting of, or propose any form of arrangement, composition, extension or adjustment with, its creditors holding a majority in amount of Lessee's outstanding indebtedness; or

(4) if any case, proceeding or other action shall be commenced or instituted against Lessee, seeking to adjudicate lessee a bankrupt or insolvent, or seeking an order for relief against Lessee as debtor, or reorganization, arrangement, composition, adjustment, winding-up, liquidation, dissolution or similar relief with respect to Lessee or its debts under the present or any future bankruptcy act or any other present or future applicable federal, state or other statute or law, or seeking appointment of any trustee, receiver, examiner, assignee, sequestrator, custodian or liquidator or similar official of Lessee or of all or part of Lessee's property, which either (i) results in the entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having similar effect or (ii) remains undismissed for a period of ninety (90) days; or if any case, proceeding or other action shall be commenced or instituted against Lessee seeking issuance of a warrant of execution, attachment restraint or similar process against Lessee or any of Lessee's property which results in the taking or occupancy of the Demised Premises or an attempt to take or occupy the Demised Premises which shall not have been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days after the entry thereof; or

(5) if any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted to the unexpired balance of the Term would, by operation of law or otherwise, devolve upon or pass to any person other than Lessee, except as is expressly permitted under Article 27, or if default shall be made by Lessee in the performance of, or compliance with, the covenants, agreements and conditions set forth in Article 27; or

(6) if Lessee's (other than Lessee herein named) obligations under this Lease shall have been guaranteed by any person other than Lessee and such person shall default in observance or performance of any term, covenant or condition to be observed or performed by such person under the instrument or agreement containing such guarantee; or

(7) if any financial statement or other information furnished to Lessor by Lessee in connection with this Lease is materially false or misleading; or

(8) if Lessee shall default in the observance or performance of any term, covenant or condition on Lessee's part to be observed or performed under the provisions of Section 35.09; or

(9) if Lessee is the subject of a Chapter 11 reorganization under the Bankruptcy Reform Act of 1978 and such reorganization is not confirmed within eighteen (18) months from the time of filing of a voluntary or involuntary petition thereunder (it being understood that in such event Lessee consents to the termination of the automatic stay provisions of Section 362 of such Act);

then and in any such event (hereinafter sometimes called an "Event of Default") Lessor may give written notice ("Termination Notice") to Lessee specifying such Event of Default or Events of Default and stating that this Lease and the Term shall expire and terminate on the date specified in the Termination Notice, which shall be at least seven (7) days after the giving of the Termination Notice, and on the date specified therein this Lease and the Term and all rights of Lessee under this Lease shall expire and terminate, it being the intention of the Lessor and Lessee hereby to create conditional limitations, and Lessee shall remain liable as provided in Article 15 and in accordance with those provisions of this Lease which are specifically stated herein to survive the expiration or other termination of this Lease.

B. Notwithstanding the provisions of Section 14.01.A, if there shall be an Event of Default at any time or from time to time under the provisions of subdivision (1) of Section 14.01.A, Lessor may, in lieu of giving a Termination Notice, at any time after the occurrence of any such Event of Default and during the continuance thereof, institute an action for the recovery of the Fixed Rent and/or Additional Rent in respect of which an Event of Default shall have occurred and be continuing. Neither the commencement of any such action for the recovery of Fixed Rent and/or Additional rent nor the prosecution thereof shall be deemed a waiver of Lessor's right to give a Termination Notice in respect of any such Event of Default during the continuance thereof and Lessor may, notwithstanding the commencement and prosecution of any such action, give a Termination Notice and terminate this Lease pursuant to Section 14.01.A at any time during the continuance of such Event of Default.

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C. If, at any time, (i) Lessee shall be comprised of two or more persons, or (ii) Lessee's obligations under this Lease shall have been guaranteed by any person other than Lessee, or (iii) Lessee's interest in this Lease shall have been assigned, the word "Lessee", as used in subdivisions (4), (5) and (9) of Section 14.01.A, shall be deemed to mean any one or more of the persons primarily or secondarily liable for Lessee's obligations under this Lease. Any monies received by Lessor from or on behalf of Lessee during the pendency of any proceeding of the types referred to in said subdivisions (4), (5) and (9) of Section 14.01.A shall be deemed paid as compensation for the use and occupation of the Demised Premises and the acceptance of any such compensation by Lessor shall not be deemed an acceptance of rent or a waiver on the part of Lessor of any rights under Section 14.01.

SECTION 14.02.A. In the event that this Lease shall be terminated as provided in this Article, Lessor or Lessor's agents may, immediately, or at any time thereafter, without further notice, enter upon and re-enter the Demised Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and have, hold and enjoy the Demised Premises and the right to receive all income of and from the same. No re-entry by Lessor pursuant to this Article shall be deemed an acceptance of a surrender of this Lease nor shall it absolve or discharge Lessee from any liability under this Lease.

B. Notwithstanding the foregoing, 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 29 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 this Lease is due to expire, at least 30 days prior to the date on which the Lessor intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of this Lease.

SECTION 14.03. In the event that this Lease shall be terminated as provided in this Article, Lessor may, at any time or from time to time thereafter, relet the Demised Premises or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free rent, which shall, however, be amortized over the entire term for the purpose of determining damages under Article 15) as Lessor may determine, to any tenant which it may deem suitable and satisfactory and for any use and purpose it may deem appropriate and may collect and receive the rents therefor. Lessor shall use commercially reasonable methods in making such reletting. Lessor, at its option, may make such repairs, alterations, additions, improvements, decorations and other physical changes in and to the Demised Premises as Lessor considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting any such liability. Lessor shall in no way be responsible or liable for any failure to relet the Demised Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Lessor shall not in any event be required to pay Lessee (but shall credit Lessee, to the extent set forth in Article 15, with) any sums received by Lessor on a reletting of the Demised Premises, or any part thereof, whether or not in excess of the rent reserved in this Lease.

SECTION 14.04. Lessee, on its own behalf and on behalf of all persons claiming through or under Lessee including all creditors, does hereby waive any and all rights and privileges, so far as is permitted by law, which Lessee and all such persons might otherwise have under any present or future law, to (i) the service of any notice of intention to re-enter or institute legal proceedings to that end, excluding service of process, (ii) redeem the Demised Premises, (iii) re-enter or repossess the Demised Premises, or (iv) restore the operation of this Lease, after Lessee shall have been dispossessed by a judgment or by warrant of any court or judge, or after any re-entry by Lessor or after any expiration or termination of this Lease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

SECTION 14.05. In the event the Lessee shall dispute the validity or amount, or the time or manner of payment of, any rent claimed by Lessor to be due from Lessee under this Lease, Lessee shall nevertheless pay the same and such payment may be without prejudice to Lessee's position if Lessee so requests at the time of payment. If the dispute shall be finally determined in Lessee's favor by a court of competent jurisdiction, Lessor shall within a reasonable period of time not to exceed sixty (60) days pay Lessee the amount of Lessee's overpayment of such rent. Lessee's failure to observe and perform the provisions of this Section shall be deemed a default under subdivision (1) of Section 14.01.A.

ARTICLE 15 - MEASURE OF DAMAGES IN EVENT OF DEFAULT

SECTION 15.01. A. In the event that this Lease be terminated pursuant to Article 14 as a result of an Event of Default on the part of the Lessee and whether or not the Demised Premises be relet, Lessor

shall be entitled to retain all monies, if any, paid by Lessee to Lessor, whether as advance rent or otherwise, but such monies shall be credited by Lessor against any rent due at the time of such termination, or at Lessor's option, against any damages payable by Lessee, and Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor the following:

(a) All rent to the date upon which this Lease and the Term shall have terminated, and

(b) All expenses reasonably incurred by Lessor in recovering possession of the Demised Premises (including summary proceedings), restoring the Demised Premises to good order and condition, maintaining the Demised Premises in good order and condition while vacant, altering or otherwise preparing the same for reletting, and in reletting the Demised Premises (including brokerage commissions and legal expenses), the same to be paid by Lessee to Lessor on demand, and

(c) The amount by which the rent which, but for the termination of this Lease, would have been payable under this Lease from the date of termination to the Expiration Date exceeds the rental and other income, if any, collected by Lessor in respect of the Demised Premises, or any part thereof, subject nevertheless to the provisions of Section 14.03, said amount to be due and payable by Lessee to Lessor on the several days on which the rent reserved in this Lease would have become due and payable for the period which otherwise would have constituted the unexpired portion of the Term (that is to say, upon each of such days Lessee shall pay to Lessor the amount of deficiency then existing).

B. Whether or not Lessor shall have collected any monthly deficiencies aforesaid, Lessor shall be entitled to recover from Lessee on demand, as and for liquidated damages, a lump sum payment equal to the amount by which the Fixed Rent and Additional Rent payable hereunder for the period which otherwise would have constituted the unexpired portion of the Term (due account being taken of amounts, if any, collected under clause [c] of Section 15.01.A, and conclusively presuming the Additional Rent to be the same as was payable for the year immediately preceding such termination or re-entry and thereafter increasing by five (5%) percent per annum) exceeds the then rental value of the Demised Premises for the same period both discounted at a rate equal to then applicable Treasury Rate to present value. If the Demised Premises or any part thereof be relet by Lessor for the unexpired portion of the Term, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed *prima facie* to be the fair and reasonable rental value for the part or the whole of the Demised Premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Lessor to prove for and obtain as damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater or less than the amount of liquidated damages referred to above (due account to be taken, however, of the amounts, if any, collected under this Article 15).

SECTION 15.02. In no event shall Lessee be entitled to receive any excess of the rental and other income collected by Lessor in respect of the Demised Premises over the sums payable by Lessee to Lessor hereunder. In no event shall Lessee be entitled in any suit for the collection of damages pursuant to this Article to a credit in respect of any such rental and other income, except to the extent that such rental and other income is allocable to the portion of the Term in respect of which such suit is brought and is actually received by Lessor prior to the entry of judgment in such suit.

SECTION 15.03. Separate actions may be maintained by Lessor against Lessee from time to time to recover any damages which, at the commencement of any such action, have then or theretofore become due and payable to Lessor under Article 14, without waiting until the end of the Term and without prejudice to Lessor's right to collect damages thereafter.

ARTICLE 16 - INDEMNIFICATION

SECTION 16.01. Notwithstanding that joint or concurrent liability may be imposed upon either party by statute, ordinance, rule, regulation, order or court decision, and notwithstanding any insurance furnished by either party pursuant hereto or otherwise, Lessee shall and does hereby indemnify and hold Lessor and its agents, officers, directors, and employees, harmless from and against any and all loss, liability, fines, suits, claims, obligations, damages, penalties, demands and actions, and costs and reasonable expenses of any kind or nature (including architects', engineers' and attorneys' fees) due to or arising out of any of the following:

(a) any work or thing done in, on or about the Demised Premises, Building or the Office Unit or any part thereof or any use, possession, occupation, condition, operation, maintenance, repair or management of the Demised Premises, Building or the Office Unit or any part thereof, by Lessee or anyone claiming through or under Lessee or the respective employees, agents,

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licensees, contractors, servants or sublessees of Lessee or any such person;

(b) any act or omission on the part of Lessee or any person claiming through or under Lessee, or the respective employees, agents, licensees, invitees, contractors, servants or sublessees of Lessee or any such person; or

(c) any accident or injury to any person (including death) or damage to property (including loss of property) occurring in, on, or about the Demised Premises, Building or the Office Unit or any part thereof, due to the act or omission by Lessee, its employees, agents, licensees, invitees, contractors or servants.

The provisions of this Section 16.01 shall survive the expiration or termination of this Lease. Any sums payable by Lessee to Lessor under this Section 16.01 shall be due and payable on demand.

SECTION 16.02. Lessor and Lessor's agents, officers, directors, and employees shall not be liable for any of the following, however caused, other than by wilful acts: (a) failure of any Utility Service, (b) damage to Lessee's property on the Demised Premises caused by or resulting from any cause whatsoever, including explosion, falling plaster, vermin, smoke, gasoline, oil, Hazardous Materials, steam, gas electricity, earthquake, subsidence of land, hurricane, tornado, flood, wind or similar storms or disturbances or water, rain, ice or snow which may be upon, or leak or flow from, any street, road, parking lot, sewer, gas main or subsurface area, or from any part of the Office Unit, or leakage of gasoline, oil or other substances from pipes, pipelines, appliances, storage tanks, sewers or plumbing works in or at the Office Unit, or from any other place, or from the breaking of any electrical wire or the breaking, bursting or leaking of water or Hazardous Materials from any plumbing or sprinkler system, or any other pipe or storage tanks in, on, under or about the Office Unit, (c) interference with light or other incorporeal hereditaments, and (d) loss by theft or otherwise of Lessee's Office Unit or the property of any person claiming through or under Lessee. Any employees of Lessor to whom any property shall be entrusted by or on behalf of Lessee shall be deemed to be acting as Lessee's agents with respect to such property and neither Lessor nor Lessor's agents shall be liable for any loss or for damage to any such property by theft or otherwise. This Section 16.02 shall not be construed as a provision for indemnification.

ARTICLE 17 - MECHANIC'S AND OTHER LIENS

SECTION 17.01. If any mechanic's, laborer's or materialman's lien shall be at any time be filed against the Demised Premises, Building or Office Unit, or any part thereof with respect to any work done, or caused to be done, or labor or materials furnished, or caused to be furnished, by Lessee or anyone claiming through or under Lessee, Lessee, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same by bonding proceedings, if permitted by law (and if not so permitted, by deposit in court). Any amount so paid by Lessor, including all costs and expenses paid by Lessor in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of Lessor's so paying any such amount, cost or expense, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

ARTICLE 18 - CONDEMNATION

SECTION 18.01. If the whole of the Demised Premises, or such part thereof as will render the remainder Untenantable, shall be acquired or condemned for any public or quasi-public use or purpose, this Lease and the Term shall end as of the date of vesting of title in the condemning authority with the same effect as if said date were the Expiration Date. If only a part of the Demised Premises shall be so acquired or condemned then, except as otherwise provided in this Article, this Lease and the Term shall continue in force and effect but, from and after the date of the vesting of title, the Fixed Rent shall be an amount which bears the same ratio to the Fixed Rent payable immediately prior to such condemnation pursuant to this Lease as the value of the untaken portion of the Demised Premises (appraised after taking and repair of any damage to the Demised Premises pursuant to this Section) bears to the value of the entire Demised Premises immediately before the taking. The value of the Demised Premises before and after the taking shall be determined for the purposes of this Section by an independent licensed appraiser chosen by Lessor. If more than sixty (60%) percent of the total area of the Building included in the Demised Premises immediately prior to acquisition or condemnation is so acquired or condemned, or if by reason of such acquisition or condemnation, Lessee no longer has reasonable means of access to the Demised Premises, then in such event, either party, may give notice to the other party within sixty (60) days next following the date upon which Lessee have received notice of vesting of title, thirty (30) days notice of termination of this Lease. In the event any such thirty (30) day notice of termination is given by Lessor or Lessee, this Lease and the Term shall terminate upon the expiration of said thirty (30) days with the same effect as if that date were the Expiration Date. If a part of the Demised Premises shall be so

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acquired or condemned, and the Term shall not be terminated pursuant to the provisions of this Section, Lessor, at Lessor's expense, shall restore that part of the Demised Premises not so acquired or condemned to a self-contained unit. In the event of any termination of this Lease and the Term pursuant to the provisions of this Section, the Fixed Rent and Additional Rent shall be apportioned as of the date of sooner termination and any prepaid portion of the Fixed Rent and Additional Rent for any period after such date shall be refunded by Lessor to Lessee, subject to the claims, if any, of Lessor against Lessee hereunder or otherwise.

SECTION 18.02. In the event of any acquisition or condemnation of all or part of the Demised Premises for any public or quasi-public use or purpose, Lessor shall be entitled to receive the entire award for such acquisition or condemnation, Lessee shall have no claim against Lessor or the condemning authority for the value of any unexpired portion of the Term and Lessee hereby expressly assigns to Lessor all of its right, title and interest in and to any such award, and also agrees to execute any and all further documents that may be required in order to facilitate the collection thereof by Lessor. Nothing contained in this Section shall be deemed to prevent Lessee from making a separate claim in any condemnation proceeding for moving expenses and for the value of any Lessee's Property which would be removable at the end of the Term pursuant to the provisions hereof, directly against any governmental authority authorized to exercise the power of eminent domain, provided that applicable statutes permit such awards and any award to Lessor is not diminished or adversely affected thereby.

SECTION 18.03. The terms "condemnation" and "acquisition" as used in this Article shall include any agreement in lieu of or in anticipation of the exercise of the power of eminent domain between Lessor and/or any Superior Mortgage and any governmental authority authorized to exercise the power of eminent domain.

ARTICLE 19 - COVENANT OF QUIET ENJOYMENT

SECTION 19.01. If and so long as no Event of Default shall have occurred and be continuing, Lessor covenants and agrees that Lessee may peaceably and quietly enjoy the Demised Premises and Lessee's possession of the Demised Premises will not be disturbed by Lessor, its successors and assigns, subject, however, to the terms of this Lease (including those set forth in Sections 24.01 and 24.02), the Mortgage, Superior Lease and any and/or all other agreements and any amendments thereto, to which this Lease is subordinated.

ARTICLE 20 - WAIVER OF COUNTERCLAIM AND JURY TRIAL

SECTION 20.01. In the event that Lessor shall commence any summary or other proceedings or action for non-payment of rent hereunder, Lessee shall not interpose any counterclaim of any nature or description in such proceeding or action, unless such non-interposition would effect a waiver of Lessee's right to assert such claim against Lessor in a separate action or proceeding. The parties hereto waive a trial by jury on any and all issues arising in any action or proceeding between them or their successors under or in any way connected with this Lease or any of its provisions, any negotiations in connection therewith, the relationship of Lessor and Lessee, or Lessee's use or occupation of the Demised Premises, including any claim of injury or any emergency or other statutory remedy with respect thereto. The provisions of this Article shall survive the expiration or other termination of this Lease.

ARTICLE 21 - NOTICES

SECTION 21.01. A. Except as otherwise expressly provided in this Lease, any bills, statements, notices, demands, requests, consents or other communications given or required to be given under this Lease shall be effective only if rendered or given in writing and

(a) If to Lessee, then, at the option of Lessor, (i) addressed to Lessee's address as set forth in this Lease, or to such other address as Lessee may designate as its new address for such purpose by notice given to Lessor in accordance with the provisions of this Section, or (ii) delivered personally to Lessee, or (iii) by overnight courier,

(b) If to Lessor, sent by personal delivery or overnight courier, addressed to Lessor at Lessor's address as set forth in this Lease, with copies thereof to Hirsch & Gibaldi, LLP, 585 Stewart Avenue, Suite 530, Garden City, New York 11530, Attention; Steven C. Hirsch, Esq., or to such other address as Lessor may designate as its new address for such purpose by notice given to Lessee in accordance with the provisions of this Section.

B. Any such bill, statement, notice, demand, request, consent or other communication shall be deemed to have been rendered or given: (i) on the date delivered, if delivered to Lessee personally, or by overnight courier and (ii) on the expiration of five (5) days after mailing, if mailed to Lessor or Lessee as provided in this Section. Any notice by a party signed by counsel for such party shall be deemed a notice

signed by such party.

ARTICLE 22 - WAIVERS AND SURRENDERS TO BE IN WRITING

SECTION 22.01. The receipt of full or partial rent by Lessor with knowledge of any breach of this Lease by Lessee or of any default on the part of the Lessee in the observance or performance of any of the provisions or covenants of this Lease shall not be deemed to be a waiver of any such provision, covenant or breach of this Lease **provided, however**, that acceptance of a payment of rent shall be valid *pro tanto*. No waiver or modification by Lessor, unless in writing, and signed by Lessor, shall discharge or invalidate any provision or covenant or affect the right of Lessor to enforce the same in the event of any subsequent breach or default. The failure on the part of Lessor to insist in any one or more instances upon the strict performance of any of the provisions or covenants of this Lease, or to enforce any covenant or provision herein contained or to exercise any right, remedy or election herein contained consequent upon a breach of any provision of this Lease, shall not affect or alter this Lease or be construed as a waiver or relinquishment for the future of such one or more provisions or covenants or of the right to insist upon strict performance or to exercise such right, remedy or election, but the same shall continue and remain in full force and effect with respect to any existing or subsequent breach, act or omission, whether of a similar nature or otherwise. The receipt by Lessor of any rent or any other sum of money or any other consideration hereunder paid by Lessee after the termination, in any manner, of the Term, or after the giving by Lessor of the Termination Notice, shall not reinstate, continue or extend the Term, or destroy, or in any manner impair the efficacy of any such Termination Notice, as may have been given hereunder by Lessor to Lessee prior to the receipt of any such rent, or other sum of money or other consideration, unless so agreed to in writing and signed by Lessor. Neither acceptance of the keys or any other act or thing done by Lessor or any agent or employee shall be deemed to be an acceptance of a surrender of the Demised Premises, or any part thereof, excepting only an agreement in writing signed by Lessor. No payment by Lessee or receipt by Lessor of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check, as distinguished from any letter accompanying such check or payment, be deemed to effect or evidence an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance or pursue any other remedy in this Lease provided.

ARTICLE 23- RIGHTS CUMULATIVE

SECTION 23.01. Each right and remedy of Lessor shall be cumulative and to the extent permitted by law, the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies of such party shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies; **provided, however**, that this sentence shall not be construed to entitle Lessor to satisfaction of more than one remedy in respect of a particular breach. In the event of any breach or threatened breach by Lessee or any persons claiming through or under Lessee of any of the agreements, terms, covenants or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach (if entitled to do so at law or in equity or by statue or otherwise) and shall have the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise as if re-entry, summary proceedings or other specific remedies were not provided for in this Lease.

ARTICLE 24- CONVEYANCE; LIABILITY OF PARTIES

SECTION 24.01. The term "Lessor" as used herein shall mean and include only the owner or owners at the time in question of the Lessor's interest in this Lease so that in the event of any transfer or transfers (by operation of law or otherwise) of Lessor's entire interest in this Lease, Lessor herein named (and in the case of any subsequent transfers or conveyances, the then transferor) shall be and hereby is automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability in respect of the performance of any covenants or obligations on the part of the Lessor contained in this Lease thereafter to be performed, provided that the transferee shall be deemed to have assumed and agreed to perform subject to the limitation of this Article (and without further agreement between or among the parties or their successors in interest, and/or the transferee) and only during and in respect of the transferee's period of ownership, all of the terms, covenants and conditions in this Lease contained on the part of Lessor to be performed, which terms, covenants, and conditions shall be deemed to "run with the land", it being intended hereby that the terms, covenants and conditions contained in this Lease on the part of the Lessor to be performed shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during and in respect of their respective successive periods of ownership.

SECTION 24.02. In the event of a breach by Lessor of any provisions, covenants or obligations of this Lease to be performed by Lessor, the monetary liability of Lessor in relation to any such breach shall be limited to the equity of Lessor in the Demised Premises, and Lessee shall look only to Lessor's equity in the Demised Premises for the performance and observance of the terms, covenants, conditions and obligations of this Lease to be performed or observed by Lessor and for the satisfaction of Lessee's remedies for the collection of any award, judgment or other judicial process requiring the payment of money by Lessor in the event of a default in the full and prompt payment and performance of any

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Lessor's obligations hereunder and in no event shall any of the partners constituting Lessor (the "Partners"), nor the partners, shareholders, officers or directors of Lessor or the Partners shall be liable for the performance of Lessor's obligations under this Lease, nor shall any of the Partners assets be liable to any levy, execution, restraint, award, claim of any kind whatsoever arising out of, or in any way related to this Lease.

SECTION 24.03. The term "Lessee" as used in this Lease shall mean and include Lessee named herein and, during and in respect of their respective successive periods of ownership, each subsequent owner or owners of the leasehold estate created by this Lease. For all purposes of this Lease and without affecting the rights of, and obligations between, Lessee herein named and any transferee, notwithstanding any transfer (by operation or law or otherwise) of title to the leasehold estate created by this Lease by Lessee herein named or by any subsequent owner of such estate and notwithstanding the assumption by any transferee of the obligations of the Lessee hereunder, Lessee herein named, as between Lessor and Lessee herein named, shall remain primarily liable as primary obligor and not as a surety, for the full and prompt payment and performance of Lessee's obligations hereunder and, without limiting the generality of the foregoing or of Article 28, shall remain fully and directly responsible and liable to Lessor for all acts and omissions on the part of any transferee subsequent to it in violation of any obligation of this Lease.

ARTICLE 25- CHANGES AND ALTERATIONS BY LESSEE

SECTION 25.01.A. Lessee shall have no right to make any alteration, change, additions or improvement, structural or otherwise (an "Alteration"), to the Demised Premises or any appurtenances thereto without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld.

B. If Lessor shall grant its consent to the making of an Alteration, then the same shall (i) be performed at the sole cost and expense of Lessee, (ii) be performed in a good and workmanlike manner, and in compliance with all applicable Legal Requirements (including existing zoning requirements), Insurance Requirements and Environmental Laws, (iii) be consistent with the use of the Demised Premises provided for herein, (iv) not in any way render the Demised Premises other than a complete, self containing operating unit, (v) in the case of a structural alteration, be performed in accordance with plans and specifications approved prior to the commencement of any work by the appropriate Governmental Authorities and by Lessor, (vi) be of such nature so as not to lessen the fair market value of the Demised Premises, and (vii) be performed under the supervision of a licensed architect approved by Lessor and in accordance with Lessor's Standard Requirements For Alterations To Be Performed By Lessees', as may be amended from time to time.

SECTION 25.02.A. Any and all Alterations made in accordance with Section 25.01 shall immediately become the property of Lessor, provided, however, that if, in accordance with the provisions of Sections 25.02.B and 29.02, Lessee shall have the option to and shall remove its trade fixtures, provided that same are not affixed to or such removal would otherwise damage the Demised Premises, then the same shall cease to be property of the Lessor upon removal.

B. Unless Lessor shall otherwise expressly indicate in writing at the time of granting its consent to the making of a proposed Alteration, Lessee shall, as and when provided in Section 29.02, restore the affected portion of the Demised Premises to the state or condition thereof existing prior to the making of such Alteration.

C. Any and all contractors to be involved in performing work shall be subject to Lessor's prior approval, which shall not be unreasonably withheld.

D. Prior to commencing any work at the Demised Premises, Lessee shall furnish Lessor with evidence reasonably satisfactory to Lessor of such insurance as Lessor may require and such insurance shall be in full force and effect during such work and will cover, by endorsement or otherwise, the risk during the course of such work.

E. In the event of any Alteration as provided for in this Article, the Rent payable hereunder shall not be reduced or abated in any manner whatsoever.

F. No Alterations shall involve the removal of any fixtures, equipment or other property in the Demised Premises which are not Lessee's property, unless Lessor's prior written consent is first obtained and unless such fixtures, equipment or other property shall be promptly replaced, at Lessee's expense and free of superior title, liens and claims, with fixtures, equipment or other property (as the case may be) of like utility and at least equal value (which replaced fixtures, equipment or other property shall thereupon become the property of Lessor), unless Lessor shall otherwise expressly consent in writing.

SECTION 25.03. Notwithstanding anything herein to the contrary, Lessor shall have the option

of performing any and all Alterations pursuant to Article 25 of this Lease on Lessee's behalf and at Lessee's Cost.

ARTICLE 26 - CERTIFICATE OF LESSEE

SECTION 26.01. Lessee agrees at any time and from time to time, within twenty (20) days after request by Lessor, to execute, acknowledge and deliver a statement certifying (i) the Commencement Date hereunder, (ii) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (iii) the dates to which the Fixed Rent and Additional Rent have been paid, and (iv) whether or not to the knowledge of the signer of such statement (a) Lessor is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and, if in default, specifying each such default, (b) either party is holding any funds under this Lease in which the other has an interest (and, if so, specifying the party holding such funds and the nature and amount thereof), and (c) there is any amount then due and payable to Lessee by Lessor, it being intended that any such statement delivered pursuant to this Section may be relied upon by Lessor, any mortgagee, superior lessor or any person who may and does become a mortgagee, superior lessee, any person who may and does become a purchaser or assignee of Lessor's interest in this Lease or the mortgagee's interest in any mortgage or the lessor's interest in the Superior Lease.

ARTICLE- 27 ASSIGNMENTS, SUBLEASES AND MORTGAGES

SECTION 27.01.A. Except as otherwise specifically provided in this Article, neither this Lease, nor the Term and estate hereby granted, nor any part thereof, nor the interest of Lessee in any sublease or the rental thereunder, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred by Lessee or Lessee's legal representatives or successors in interest, by operation of law or otherwise, and neither the Demised Premises, nor any part thereof, nor any Lessee's Property, shall be encumbered in any manner by reason of any act or omission on the part of Lessee or anyone claiming under or through Lessee, or shall be sublet or be used or occupied or permitted to be used or occupied or utilized for desk or storage space by anyone other than Lessee or for any purpose other than as specifically permitted by this Lease, without the prior written consent of Lessor in each case, which consent shall not be unreasonably withheld, conditioned or delayed. If Lessee is other than a public company, a transfer (including any issuance of stock) of an aggregate of fifty (50%) percent or more stock, partnership interest or other equity interest in Lessee by any party or parties in interest shall be deemed an assignment of this Lease.

B. If Lessee herein named is a corporation, upon at least Sixty (60) days prior notice to Lessor, this Lease in its entirety may be assigned without Lessor's consent to a corporation into which Lessee merges or consolidates, or which controls, is controlled by or under common control with Lessee, so long as the Demised Premises continue to be used for the use described in Article 4 of this Lease; the transfer is not principally for the purpose of transferring the leasehold estate created hereby; the net worth of the assignee is at least equal to or in excess of the net worth of Lessee at the time of execution of this Lease and immediately prior to such assignment or the assignee can otherwise secure and guaranty the payment to Lessor or all rent and any other amounts due from Lessee pursuant to this Lease in a manner reasonably satisfactory to Lessor; the assignee assumes by documents satisfactory to Lessor all of Lessee's obligations to be performed under this Lease, and; provided such assignment shall be subject to all of the other terms and conditions of this Lease.

SECTION 27.02.A. If this Lease be assigned, whether or not in violation of the provisions of this Lease, Lessor may collect rent from the assignee, and Lessor shall be entitled to receive, as Additional, Rent, one half of all of the excess consideration paid to Lessee in connection with such assignment as shall for any period exceed the aggregate of the Rents payable under this Lease (the "Excess Consideration"). Such Excess Consideration shall be reduced by the reasonable cost of tenant improvements, brokerage commissions and attorneys' fees and disbursements reasonably incurred by Lessee for such assignment, and the net amount thereof shall be paid to Lessor either: (i) in a lump sum, (ii) or allocated to such period on a straight line basis over the term of such assignment if paid in installments, as the case may be, promptly after receipt thereof by Lessee. The provisions of the preceding sentence shall be in full force and effect notwithstanding that Lessee has sought the protection of any provisions of the bankruptcy law (as hereinafter defined) or if a petition has been filed against Lessee under such bankruptcy law. In either event, Lessor may apply the net amount collected to the rents herein reserved, but no such assignment or collection shall be deemed a waiver of any of the provisions of Section 27.01, or the acceptance of the assignee, or a release of Lessee from the further performance by Lessee of Lessee's obligations under this Lease. The consent by Lessor to an assignment pursuant to any provision of this Lease shall not in any way be considered to relieve Lessee from obtaining the express consent of Lessor for any other or further assignment. References in this Lease to use or occupancy by anyone other than Lessee shall not be construed as limited to sublessees and those claiming under or through sublessees but as including also licensees and other claiming under or through Lessee, immediately or remotely. The listing of any name other than that of Lessee on any door of the Demised Premises or on any sign on the Demised Premises,

or otherwise, shall not operate to vest in the person so named any right or interest in this Lease or in the Demised Premises, or be deemed to constitute, or serve as a substitute for, any prior consent of Lessor required under this Article, and it is understood that any such listing shall constitute a privilege extended by Lessor which shall be revocable at Lessor's will by notice to Lessee. Lessee agrees to pay to Lessor any reasonable counsel fees incurred by Lessor in connection with any proposed assignment of Lessee's interest in this Lease. Neither any assignment of Lessee's interest in this Lease, nor any application of any such rent as provided in this Article shall, under any circumstances, relieve Lessee herein named of its obligations fully to observe and perform the terms, covenants and conditions of this Lease on Lessee's part to be observed and performed.

B. Lessor, however, shall not in any event be obligated to consent to the assignment of this Lease unless: (i) in the reasonable judgment of Lessor the proposed assignee is of a character and financial worth such as is in keeping with the standards of Lessor in those respects for the Demised Premises, or the assignee can otherwise secure and guaranty the payment to Lessor or all Rent and any other amounts due from Lessee pursuant to this Lease in a manner reasonably satisfactory to Lessor; (ii) the nature of the proposed assignee's business and its reputation are in keeping with the character of the Demised Premises and the use thereof, (iii) the purpose for which the proposed assignee intends to use the Demised Premises assigned to it are uses expressly permitted by and not expressly prohibited by this Lease; (iv) the proposed assignment shall prohibit any further assignment; (v) no Event of Default shall have occurred and be continuing; and (vi) Lessee shall reimburse Lessor for all reasonable costs that may be incurred by Lessor in connection with the said assignment, including the costs of making investigations as to the acceptability of a proposed assignee and legal costs incurred in connection with the granting of any requested consent.

SECTION 27.03. A. If a proposed assignment requires Lessor's consent, then upon receipt of such notice Lessor shall thereupon have the option and right, exercisable within Ten (10) days of receipt of such notice from Lessee, to terminate this Lease effective as of a date specified by Lessor in such notice which date shall not be later than Thirty (30) days after the date of Lessor's notice.

B. If within thirty (30) days after Lessee shall have requested the consent of Lessor to any assignment under this Article, and shall have submitted all items required hereby, Lessor does not exercise its option to terminate this Lease, the term of the proposed assignment may commence upon Lessor's consent, which consent may not be unreasonably withheld, it being agreed that if within such thirty (30) day period Lessor does not advise Lessee that such consent is granted, such consent shall be deemed denied by Lessor.

C. Anything herein contained to the contrary notwithstanding: (i) Lessee shall not advertise but may list its space for assignment, and (ii) no assignment shall be made to any person or entity which shall at that time otherwise be a tenant, sub-tenant or other occupant of any part of the Office Unit or which shall within the prior Five (5) months have been negotiating with Lessor to become such a tenant, sub-tenant or occupant of the Office Unit.

ARTICLE 28 - SUBORDINATION

SECTION 28.01. This Lease, and all rights of Lessee hereunder, are and shall be subject and subordinate in all respects to (a) all present and future ground leases, overriding leases and underlying leases and/or grants of term of the Office Unit, the Building, the Building Equipment and/or any appurtenance thereto of which Lessor has notified Lessee (collectively, the "Superior Lease"), (b) all mortgages and building loan agreements, including leasehold mortgages, deeds of trust, and building loan agreements, which may now or hereafter affect the Office Unit, the Building, the Building Equipment and/or any appurtenance thereto, of which Lessor has notified Lessee (collectively, the "Mortgage"), whether or not the Mortgage shall also cover other land and/or buildings, (c) each and every advance made or hereafter to be made under the Mortgage and to all renewals, modifications, replacements, substitutions and extensions of any Superior Lease and the Mortgage and spreaders and consolidations of the Mortgage, and (d) the Declaration and all modifications or amendments thereto. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall promptly execute and deliver, at its own cost and expense, an instrument in recordable form to evidence such subordination. If, in connection with the obtaining, continuing or renewing of financing for which the Demised Premises or the interest of the lessee under the Superior Lease represents collateral in whole or in part, a bank, insurance company or other lender shall request reasonable modifications of this Lease as a condition of such financing, Lessee will not unreasonably withhold or delay its consent thereto, provided that such modifications do not increase the monetary obligations of Lessee under this Lease or materially increase the other obligations of Lessee hereunder or materially and adversely affect the rights of Lessee under this Lease.

SECTION 28.02. If at any time prior to the expiration of the Term, the holder of the Mortgage shall become the owner of the Demised Premises as a result of foreclosure of its mortgage or by reason of an assignment of the lessee's interest under any such lease or conveyance of the Demised Premises,

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Lessee agrees, at the election and upon demand of any owner of the Demised Premises, or of the holder of any Mortgage or Superior Lease (including a leasehold mortgage) in possession of the Demised Premises, to attorn, from time to time, to any such owner, or lessee, upon the then executory terms and conditions of this Lease, provided that such owner, holder or lessee, as the case may be, shall then be entitled to possession of the Demised Premises. No such owner, holder or lessee shall be liable for any previous acts or omission of Lessor under this Lease (except that this provision shall not be construed to relieve such person from any obligation thereafter to be performed), nor shall such owner holder or Lessee be subject to any offset which shall have theretofore accrued to Lessee against Lessor, or be bound by any previous modification of this Lease, not expressly provided for in this Lease, entered into after the date of the Mortgage, or Superior Lease, or by any previous prepayment of more than one month's Fixed Rent. The foregoing provisions of this Section shall enure to the benefit of any such owner, holder or lessee, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of the Superior Lease, or the foreclosure (including judgment of foreclosure and sale) of the Mortgage, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Lessee, however, upon demand of any such owner, holder or lessee, agrees to execute, from time to time, instruments in confirmation of the foregoing provisions of this Section, acknowledging such attornment and setting forth the terms and conditions of its tenancy. Nothing contained in this Section shall be construed to impair any right otherwise exercisable by any such owner, holder or lessee.

ARTICLE 29 - SURRENDER; REMOVAL OF LESSEE'S PROPERTY

SECTION 29.01. On the last day of the Term or on the earlier termination of the Term, Lessee shall peaceably and quietly leave, surrender and deliver the Demised Premises to Lessor, together with (a) all alterations, changes, additions and improvements, which may have been made upon the Demised Premises, and (b) except for Lessee's Property, all fixtures and articles of personal property of any kind or nature which Lessee may have installed or affixed on, in, or to the Demised Premises for use in connection with the operation and maintenance of the Demised Premises (whether or not said property be deemed to be fixtures), all of the foregoing to be surrendered in good, substantial and sufficient repair, order and condition, reasonable use, wear and tear, and damage by fire or other casualty, excepted, and free of occupants and sublessees.

SECTION 29.02. On or prior to the Expiration Date or any earlier termination of this Lease, Lessee shall remove Lessee's Property, and any items referred to in clauses (a) or (b) of Section 29.01, which Lessor shall request Lessee to remove (unless Lessor shall have waived such right as to any item referred to in clause (a) of Section 29.01 at the time of the granting of consent with respect thereto under Article 25), and Lessee shall pay or cause to be paid the cost of repairing or remedying any damage caused thereby, provided that no item of Lessee's Property may be removed if its removal would impair the integrity (structural or otherwise) of the Building or Building Equipment. All property not so removed shall be deemed abandoned and may either be retained by Lessor as its property or disposed of, without accountability, at Lessee's sole cost, expense and risk, in such manner as Lessor may see fit.

SECTION 29.03. If the Demised Premises are not surrendered in accordance with the provisions of this Article upon the expiration or termination of this Lease, Lessor shall have all rights given at law or in equity, in the case of holdovers, to remove Lessee and anyone claiming through or under Lessee. In any event, Lessee shall and does hereby indemnify Lessor against all loss or liability arising from delay by Lessee in so surrendering the Demised Premises, including any claims made by any succeeding lessees founded on such delay. Lessee expressly waives, for itself and for any person claiming through or under Lessee (including creditors), any rights which lessee or any such person may have under the provisions of any law in connection with any holdover summary proceedings which Lessor may institute to enforce the provisions of this Article. Lessee's obligations under this Article shall survive the expiration or termination of this Lease.

SECTION 29.04. Lessee acknowledges the extreme importance to Lessor that possession of the Demised Premises be surrendered at the expiration or sooner termination of this Lease. In the event that Lessee fails to vacate the Demised Premises at the expiration or sooner termination of this Lease, Lessee shall be obligated to pay Lessor damages in an amount equal to twice the annual Fixed Rent and Additional Rent provided for on the day preceding the Expiration Date for such period of time that Lessee holds over on a per diem basis.

ARTICLE 30 - RENEWAL TERM

SECTION 30.01. Lessee named herein, shall have the right, at its option, to extend this Lease for One (1) term (a "Renewal Term") of Five (5) years to commence on the Expiration Date originally provided for herein and to end at noon on the Fifth (5th) anniversary of such Expiration Date originally provided for herein, by giving Lessor notice of such election at any time but not less than twelve (12) months prior to the Expiration Date originally provided for herein (time being of the essence with respect thereto), and upon the giving of such notice this Lease thereupon shall, subject to the provisions of

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Section 30.02, be automatically extended for each such Renewal Term with the same force and effect as if such Renewal Term had been originally included in the Term, without the execution of any further instrument.

SECTION 30.02. Any notice of election to exercise the option to extend as hereinbefore provided must be in writing and sent to Lessor as provided in Article 21. Neither the option granted to Lessee in this Article to extend the Term, nor the exercise of such option by Lessee, named herein shall prevent Lessor from exercising any option or right granted or reserved to Lessor in this Lease to terminate this Lease with respect to all or a portion of the Demised Premises, and the effective exercise of any such right of termination by Lessor shall terminate any such renewal or extension and any right of Lessee to any such renewal or extension with respect to that portion of the Demised Premises so terminated, whether or not Lessee shall have exercised any such option to extend the Term. Any such option or right on the part of Lessor to terminate this Lease pursuant to the provisions hereof shall continue during any Renewal Term.

SECTION 30.03. All of the terms, covenants and conditions of this Lease shall continue in full force and effect during such Renewal Term except that (i) the Fixed Rent for such Renewal Term shall be as provided in Section 30.04 (all other rent and charges payable by Lessee remaining unaffected), and (b) there shall be no further privilege of extension of this Lease beyond the Renewal Term.

SECTION 30.04.A. During the Renewal Term, Lessee shall pay to Lessor Fixed Rent, at the same times and in the same manner as in the Additional Term originally provided for, at the annual rate equal to the greater of: (i) 95% of the annual fair rental value of the Demised Premises (without deduction for the cash value of free rent and leasehold improvements), which renewing, non-equity tenants are then receiving in connection with a lease for comparable space in a building of the same age, quality, size, location, services, amenities, quality of construction and appearance to that of the Building on the date of the commencement of the Renewal Term with a term equal to the Renewal Term and otherwise containing the same provisions as this Lease contains, as determined by agreement between Lessor and Lessee or (ii) the Fixed Rent in effect in the last year of the initial Term of the Lease (subject to annual escalations). If, prior to the commencement of the Renewal Term, Lessor and Lessee are unable to agree on the amount of the Fixed Rent during the Renewal Term, then in such event, the determination of such annual fair rental value shall be made by arbitration pursuant to the provisions hereof. If the Renewal Term, shall commence prior to determination of the amount of Fixed Rent payable during the Renewal Term, either by agreement or by decision of the arbitrators, Lessee, in the meantime, shall pay the monthly installments of Fixed Rent at the annual rate payable under the Lease for the year ending on the Expiration Date. If monthly installments of the amount agreed upon by Lessor and Lessee, or found by the arbitrators, shall be greater than such amount, then Lessee, forthwith after such agreement or arbitrators' decision, shall pay to Lessor, for the period from the commencement of the Renewal Term to the last day of the calendar month in which the agreement or the arbitrators' decision takes effect, the difference between the monthly installments actually paid and the monthly installments which should have been paid in accordance with such agreement or arbitrator's decision; and, thereafter, Lessee shall pay the monthly installments at the new rate. In no event shall the Fixed Rent during the Renewal Term be less than the then escalated Fixed Rent in effect on the day preceding the Renewal Term.

B. Commencing on the First (1st) Anniversary of the Expiration Date originally provided for herein, and on each subsequent anniversary of the Expiration Date during such Renewal Term of the Lease, Lessee hereby agrees that the Fixed Rent provided for herein for each subsequent lease year during the Renewal Term of this Lease shall be an amount equal to One Hundred and Three (103%) percent of the previous lease year's Fixed Rent.

SECTION 30.05.A. In the event that Lessor and Lessee are unable to agree on the amount of the Annual Base Rent during the Renewal Term, then either Lessor or Lessee (hereinafter referred to as the "Initiating Party") may give the other party (hereinafter called the "Responding Party") a notice designating the name and address of the arbitrator designated by the Initiating Party to act on its behalf in the arbitration process hereinafter described (the "Review Notice").

B. If the Initiating Party gives a Review Notice, then within twenty (20) days after giving of such Review Notice, the Responding Party shall give notice to Initiating Party specifying in such notice the name and address of the arbitrator designated by the Responding Party to act on its behalf. In the event the Responding Party shall fail to give such notice within such twenty (20) day period, then the appointment of such arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where two arbitrators are appointed hereunder and the parties are unable to agree to such appointment. The two arbitrators so chosen shall meet within thirty (30) days after the second arbitrator is appointed and shall exchange sealed envelopes each containing such arbitrators written determination of the fair market rent of the Premises based on the criteria set forth herein. The fair market rent specified by Lessor's arbitrator shall be called the "Lessor's Submitted Value" and the fair market rent specified by Lessee's arbitrator shall be called the "Lessee's Submitted Value". Copies of such written determinations shall promptly be sent to both Lessor and Lessee. Any

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failure of either such arbitrator to meet and exchange such determinations shall be acceptance of the other party's arbitrator's determination as to fair market rent, if, and only if, such failure persists for ten (10) business days after notice to whom such arbitrator is acting, and, provided that such ten (10) business day period shall be extended by reason of any unavoidable delay. If the higher determination of the fair market rent for the Demised Premises is not more than one hundred and five (105%) percent of the lower determination of the fair market rent, then the Fixed Rent for such space shall be deemed to be the average of the two determinations. If, however, the higher determination is more than one hundred and five (105%) percent of the lower determination, then within ten (10) days of the date the arbitrators submitted their respective fair market rent determinations, the two arbitrators shall appoint a third arbitrator. In the event of their being unable to agree upon such appointment within ten (10) days after the exchange of the sealed envelopes, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of ten (10) days. If the parties do not so agree, then either party, on behalf of both and on notice to the other, may request such an appointment by the American Arbitration Association (or any successor organization) in accordance with its rules then prevailing or if the American Arbitration Association (or any successor organization) shall fail to appoint said third arbitrator within fifteen (15) days after such request is made, then either party may apply for such appointment, on notice to the other, to the President of the New York City Bar Association (who may consult with the Chairman of the Real Property Law Committee of the New York City Bar Association). Within ten (10) days after the appointment of such third arbitrator, the Lessor's arbitrator shall submit Lessor's Submitted Value to such third arbitrator and the Lessee's arbitrator shall submit Lessee's Submitted Value to such third arbitrator. Such third arbitrator shall, within thirty (30) days after the end of such fifteen (15) day period, make his own determination of the fair market rent of the Demised Premises using the criteria set forth herein, and send copies of his determination promptly to both Lessor and Lessee specifying whether Lessor's Submitted Value or Lessee's Submitted Value was closer to the determination by such third arbitrator of the fair market rent of the Demised Premises. Whichever of Lessor's Submitted Value or Lessee's Submitted Value shall be closer to the determination by such third arbitrator shall conclusively be deemed to be the Fixed Rent for the Demised Premises.

C. In no event shall the arbitrators enlarge upon, or alter or amend, the Lease or Lessor's or Lessee's rights as provided in this Lease, it being understood that the sole issue for determination by the arbitrators shall be the single issue of fact of the annual fair rental value of the Demised Premises as provided herein.

D. Except as otherwise provided in the following sentence, the fees and expenses of an arbitration proceeding shall be borne by the parties equally. The fees of respective counsel engaged by the parties the fees and expenses of expert witnesses and other witnesses called and the cost of transcripts shall be borne by the parties engaging such counsel or calling such witness or ordering such transcripts.

E. The arbitrators selected by either party shall have a minimum of ten (10) years' experience as an appraiser or broker of commercial real property in the County where the Demised Premises are located and who is not related directly or indirectly to either party. In the event that a third arbitrator is required, such third arbitrator shall not have any prior business relationship with either party hereto.

SECTION 30.06. The rights provided to Lessee to extend this Lease as provided in Section 30.01 is conditioned in all respects upon there being no Event of Default in the observance or performance of any term, covenant, condition or agreement of Lessee's part to be observed or performed under this Lease both at the time the notice of exercise is given and immediately prior to commencement of such Renewal Term. Any termination, cancellation or surrender of this Lease shall terminate any right of extension hereunder for either Renewal Term.

SECTION 30.07. If Lessee shall effectively exercise its option to extend this lease for the Renewal Term, Lessor and Lessee, upon demand of either, shall execute and deliver to each other duplicate originals of an instrument, duly acknowledged, setting forth (i) that the Term has been extended, (ii) the period of such extension, (iii) the annual Fixed Rent payable during the Renewal Term and (iv) that such extension is upon and subject to all of the terms, covenants, conditions and limitations contained herein.

ARTICLE 31 - This Article Has Been IntentionallyOmitted

ARTICLE 32- BROKERS

SECTION 32.01. Lessee represents that in connection with this Lease it dealt with no broker other than Wexler Heathcare Properties, Inc. d/b/a The Corcoran Group (the "Brokers") nor has Lessee had any correspondence or other communication in connection with this Lease with any other person who is a broker, and that so far as Lessee is aware the Brokers are the only brokers who negotiated this Lease. Each party hereby indemnifies the other party and holds it harmless from any and all loss, cost, liability, claim, damage, or expense (including court costs and attorneys' fees) arising out of any inaccuracy of the above representation. Lessor agrees to pay the Brokers all commissions due for its services pursuant to a separate written agreement.

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ARTICLE 33- SECURITY DEPOSIT

SECTION 33.01.A. Lessee shall deposit with Lessor, upon execution of this Lease, the sum of One Hundred Forty-Four Thousand, Eight Hundred Forty and 00/100 ($144,840.00) Dollars either in cash or by Letter of Credit as provided in Section 33.03 as security for the faithful performance and observance by Lessee of the terms, provisions, conditions and covenants of this Lease (the "Security Deposit"). Lessee agrees that, in the event that Lessee defaults, beyond all applicable grace and cure periods after notice, in respect of any terms, provisions, conditions and covenants of this Lease (including the payment of Rent), Lessor may use, apply or retain the whole or any part of the cash security so deposited or may notify the Issuing Bank (as such term is defined in Section 33.02) and thereupon receive all of the monies represented by the said Letter of Credit and use, apply, or retain the whole or any part of such proceeds, as the case may be, to the extent required for the payment of Rent, or any other sums as to which Lessee is in default, or for any sum that Lessor may expend or may be required to expend by reason of Lessee's default, in respect of the terms, provisions, conditions and covenants of this Lease (including any damages or deficiency accrued before or after summary proceedings or other re-entry by Lessor). In the event that Lessor applies or retains any portion or all of such cash security or proceeds of such Letter of Credit, as the case may be, Lessee shall forthwith restore the amount so retained or applied.

B. In the event that the Security Deposit hereunder is in cash, Lessor agrees to maintain such cash in an interest bearing account with the interest thereon, less a one (1%) percent administrative fee, to be added the Security Deposit annually.

SECTION 33.02. In lieu of a cash deposit, Lessee may deliver to Lessor a clean, irrevocable and unconditional Letter of Credit issued by and drawn upon any commercial bank acceptable to Lessor (the "Issuing Bank") with offices for banking purposes in the City of New York, which Letter of Credit shall have a term of not less than one year, be in a form and content reasonably satisfactory to Lessor, be for the account of Lessor and be in the amount of One Hundred Forty-Four Thousand, Eight Hundred Forty and 00/100 ($144,840.00) Dollars. The Letter of Credit shall provide that:

A. the Issuing Bank shall pay to Lessor an amount up to the face amount of the Letter of Credit upon presentation of only the Letter of Credit, a sight draft in the amount to be drawn and an affidavit of default;

B. the Letter of Credit shall be deemed to be automatically renewed, without amendment, for consecutive periods of one year during the Term of this Lease, unless the Issuing Bank sends written notice ("Non-Renewal Notice") to Lessor by certified or registered mail, return receipt requested, not less than thirty (30) days next preceding the then expiration date of the Letter of Credit that it elects not to have such Letter of Credit renewed;

C. Lessor, after receipt of the Non-Renewal Notice, shall have the right, exercisable by a sight draft only, to receive the moneys represented by the Letter of Credit (which moneys shall be held by Lessor as a cash deposit pursuant to the terms of this Article 33 pending replacement of such Letter of Credit); and

D. Upon Lessor's sale of the Property, or Lessor's interest therein, or a leasing of the Property, the Letter of Credit shall be transferable by Lessor as provided in Section 33.03.

SECTION 33.03. In the event of a sale of the Property, or Lessor's interest therein, or of a leasing of the Property, Lessor shall transfer the cash security or Letter of Credit, as the case may be, deposited hereunder to the vendee or lessee, and Lessor shall thereupon be released by Lessee from all liability for the return of such cash security or Letter of Credit to a new lessor. Lessee shall execute such documents as may be necessary to accomplish such transfer or assignment of the Letter of Credit.

SECTION 33.04. Lessee covenants that it will not assign or encumber, or attempt to assign or encumber the monies or Letter of Credit deposited hereunder as security, and that neither Lessor nor its successors and/or assigns shall be bound by any such assignment, or attempted encumbrance.

SECTION 33.05. In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, conditions and covenants of this Lease, and provided further, that no Event of Default shall have occurred or be continuing, the Security Deposit shall be returned to Lessee within thirty (30) days after Lessee delivers possession of the Demised Premises to Lessor as provided for in this Lease.

ARTICLE 34- DEFINITIONS

SECTION 34.01 For the purposes of this Lease and all agreements supplemental to this Lease, unless the context otherwise requires:

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(a) "Additional Rent" shall mean all sums of money, other than Fixed Rent, as shall become due from and payable by Lessee hereunder.

(b) "Building" shall mean the building commonly known as and located at 330 East 38th Street a/k/a 345 East 37th Street, New York, New York and all structures and improvements, and related facilities, including paved areas and all parking lots adjacent and/or appurtenant thereto (other than "Building Equipment," as such term is herein defined), now or hereafter erected, constructed or situated on the Office Unit, underlying or appurtenant to the Building or any part thereof, together with all alterations, additions and improvements thereto and all restorations and replacements thereof.

(c) "Building Equipment" shall mean all machinery, systems, apparatus, facilities, equipment and fixtures of every kind whatsoever now or hereafter belonging, attached to and used exclusively (whether or not same constitute fixtures), or procured for exclusive use, in connection with the operation or maintenance of the Building and/or Office Unit, including water, sewer and gas connections, all heating, electrical, lighting, and power equipment, engines, furnaces, boilers, pumps, tanks, dynamos, motors, generators, conduits, plumbing, cleaning, fire prevention, refrigeration, ventilating, air cooling, air conditioning equipment and apparatus, cranes, elevators, escalators, ducts and compressors and any and all replacements thereof and additions thereto; but excluding, however, (i) Lessee's Property, (ii) property of any sublessee which sublessee may be authorized to remove from the Building upon and subject to the terms and conditions of its sublease and this Lease, (iii) property of contractors servicing the Building, and (v) improvements for water, gas, and electricity and other similar equipment or improvements owned by any public utility company or any governmental agency or body.

(d) "Condominium" shall mean that the Declaration establishing The Corinthian Condominium, under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated December 18, 1987, recorded in the Office of the City Register, New York County, on the 14th day of April, 1988, in Reel 1389, at Page 1469 (the "Original Declaration"), as amended by the First Amendment to the Declaration dated April 14, 1988 and recorded on the Office of the City Register, New York County on June 28, 1989 in Reel 1593 Page 2059 (the "First Amendment"), as amended by the Second Amendment to the Declaration dated November 9, 1992, and recorded in the Office of the City Register, New York County on December 2, 1992 in Reel 1923, Page 1942 (the "Second Amendment") as amended by the Third Amendment to Declaration dated May 6, 2009, and recorded in the Office of the City Register, New York County on July 7, 2009 as CRFN: 2009000204685 (the "Third Amendment") (the Original Declaration as amended by First Amendment, the Second Amendment and the Third Amendment, as the same may be further amended from time to time, the "Declaration").

(e) "Cost" shall mean that Lessor will perform all such services on a "cost plus" basis, whereby Cost shall include, but not be limited to, the cost of sub-contractors, material, equipment rental, transportation and delivery items, permits, fees, taxes, insurance's, debris removal, demolition, safety protection, labor, supervision, project management, purchasing, expediting and material handling, and shall also include a contingency, based on the complexity of the work to be performed, of up to five percent (5%) of the total of all such items otherwise included within such definition (the "Trades"). In addition, with respect to Lessor's Work as provided for in Article 8 of this Lease or Alterations as provided for in Article 25 of this Lease, Cost shall also include Lessor's fee for acting as general contractor which shall be equal to the then prevailing rates being charged by general contractors for similar work, **provided, however,** that with respect to decorating only, such fee shall be applicable to labor and costs of installation, but shall not be applicable to the cost of furniture, art and similar items otherwise included therein. Lessee agrees that the same shall be collectible as Additional Rent pursuant to this Lease, and in default of payment thereof Lessor shall, in addition to all other remedies, have the same rights as in the event of default of payment of rent.

(f) "Environmental Laws" shall mean any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, Building or Office Unit as now or may at any time hereafter be in effect, including but not limited to and without limiting the generality of the foregoing, The Clean Water Act also known as the Federal Water Pollution Control Act, 88 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§186 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., the Surface Mining Control and Reclamation Act, §1201 et seq., 80 U.S.C. §1201 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. §1818, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101 et seq.,

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the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., and the Occupational Safety and Health Act as amended ("OSHA"), 29 U.S.C. §655 and §657, together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof.

(g) "Hazardous Material" shall mean (i) Any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) CERCLA, SARA, RCRA, or any other Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) all Laboratory Waste and by-products; and (vi) all biohazardous materials.

(h) "Insurance Requirements" shall mean the rules, regulations, orders and other requirements of any insurance rating or regulatory organization having jurisdiction of, and which are applicable to, the Demised Premises and of any liability, casualty, or other insurance policy which either Lessor or Lessee is required hereunder to maintain or may maintain hereunder.

(i) "Legal Requirements" shall mean the requirements of every statute, law, ordinance, regulation, rule requirement, order or directive, now or hereafter made by any Federal, state or local government or any department, political subdivision, bureau, agency, office or officer thereof, or any other governmental authority having jurisdiction (a "Governmental Authority") with respect to and applicable to (i) the Demised Premises and appurtenances thereto, and/or (ii) the condition, equipment, maintenance, use or occupation of the Demised Premises, including the making of an alteration or addition in or to any structure upon, connected with or appurtenant to the Demised Premises.

(j) "Lessee's Delays" shall mean any and all delays caused by or attributable to any action or failure or refusal of Lessee to perform a duty of, Lessee or any person claiming through or under Lessee, or any agent, servant, employee, director, shareholder, contractor or invitee of Lessee or any such person.

(k) "Lessee's Property" shall mean all articles of personal property and fixtures and other property, which have been installed or affixed on, in or to, or brought into, the Demised Premises, at the expense of Lessee or any permitted sublessee of Lessee or other permitted occupant of the Demised Premises and without any credit or allowance by Lessor, which are not replacements or any property of Lessor (whether any such replacement is made at Lessee's expense or otherwise), and which do not constitute alterations, changes, additions, or improvements to the Demised Premises or any appurtenances thereto.

(l) "Lessee's Proportionate Share" shall mean a fraction the numerator of which is equal to the rental square footage that Lessee occupies in the Demised Premises, and the denominator of which is equal to the total rental square footage of the Building located on the Office Unit, as it presently exists or may hereinafter be increased or enlarged. As of the Commencement Date, the total rentable square footage of the Office Unit shall be deemed to consist of Eighty-Two Thousand, Twenty-One (82,021), the total rentable square footage of the Demised Premises shall be deemed to consist of Two Thousand, Four Hundred Fourteen (2,414) rentable square feet, and Lessee's Proportionate Share shall be deemed to be Two and Ninety-Four Hundredths (2.94%) percent. Lessee and Lessor agree that Lessee's Proportionate Share is not based upon any particular method of measuring the Demised Premises, the Building or any other buildings on the Office Unit and represents an agreed upon percentage and shall not be contestable by Lessee at a future date.

(m) "Lessor's Agents" shall be deemed to include agents, servants, employees, directors, officers, shareholders and contractors of Lessor.

(n) "Normal Working Hours" shall mean only those between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, and 8:00 A.M. to 1:00 P.M. on Saturdays, exclusive of New Years Day, the day designated as the legal holiday for the celebration of Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day and all union holidays.

(o) "Unavoidable Delays" shall mean any and all delays beyond Lessor's reasonable

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control, including Lessee's Delays, governmental restrictions, governmental preemption, strikes, labor disputes, lockouts, shortages of labor and materials, enemy action, civil commotions, riot, insurrection and fire, other casualty and other acts of God.

(p) "Untenantable" shall mean actual inability to use space in the Demised Premises for the purposes permitted by Section 4.01.

SECTION 34.02. For the purposes of this Lease and all agreements supplemental to this Lease, unless the context otherwise requires:

(a) The terms "include", "including", and "such as" shall be construed as if followed by the phrase "without being limited to".

(b) Whenever this Lease provides that Lessee shall pay Lessor interest at the "maximum legal rate" then interest shall be payable at the highest rate of interest permitted at the relevant time by applicable law to be paid by Lessee without impairing the validity or enforceability of this Lease and without incurring any civil or criminal penalty.

(c) The term "obligations of this Lease" and words of similar import, shall mean the covenants to pay Fixed Rent and Additional Rent and all of the other covenants and conditions contained in this Lease. Any provision in this Lease that one party or the other or both shall do or not do or shall cause or permit or not cause or permit a particular act, condition or circumstance shall be deemed to mean that such party so covenants or both parties so covenant, as the case may be.

(d) The term "repair" shall be deemed to include restoration and replacement as may be necessary to achieve and/or maintain good working order and condition.

(e) Reference to "substantially complete" and words of similar import shall be deemed to mean, with regard to construction work, completion but for such minor details of work, the non-completion of which would not materially interfere with the utility of the affected space and a certificate of occupancy has been issued by the Governmental Authority having jurisdiction over the Demised Premises.

(f) Reference to "termination of this Lease" includes expiration or earlier termination of the Term or cancellation of this Lease pursuant to any of the provisions of this Lease or to law. Upon the termination of this Lease, the Term and estate hereby granted by this Lease shall end at noon on the date of termination as if such date were the date of expiration of the Term and neither party shall have any further liability or obligation to the other after such termination (i) except as shall be expressly provided for in this Lease, and (ii) except for such obligations as by their nature or under the circumstances can only be, or by the provisions of this Lease, may be, performed after such termination, and, in any event, unless expressly otherwise provided in this Lease, any liability for a payment which shall have accrued to or with respect to any period ending at the time of termination shall survive the termination of this Lease.

ARTICLE 35- MISCELLANEOUS

SECTION 35.01. This Lease shall be governed in all respects by the laws of the State of New York applicable to leases made and to be performed wholly therein.

SECTION 35.02. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, single or plural, as the identity of the person or persons or entity or entities in question may require. The term "person" shall be deemed to include individuals, corporations, partnerships, joint ventures, firms, associations and other entities.

SECTION 35.03. All provisions of this Lease shall be deemed and construed to be "conditions" as well as "covenants", as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

SECTION 35.04. If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 35.05. The article headings in this Lease are inserted only as a matter of convenience and reference and are not to be given any effect whatsoever in construing this Lease.

SECTION 35.06. This Lease contains the entire agreement between the parties regarding the Demised Premises and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. No waiver or modification by either party or any provision or covenant of this Lease shall be deemed to have been made unless such waiver is expressed in writing and signed by the party against whom such waiver or modification is sought.

SECTION 35.07. Lessee agrees with Lessor that Lessee will not record this Lease or any memorandum of this Lease without the prior written consent of Lessor.

SECTION 35.08. The covenants, agreements, terms, provisions and conditions contained in this Lease shall apply to and inure to the benefit of and be binding upon Lessor and Lessee and their respective successors and assigns, except as otherwise provided for herein.

SECTION 35.09. Upon request of Lessor, but not more often than once each fiscal or calendar year, as the case may be, Lessee and any such person shall submit to Lessor true, correct, current and complete financial statements of Lessee and its affiliates, if any.

SECTION 35.10. Solely for the purposes of a proceeding under the present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law (a "bankruptcy law"), the following terms and conditions have been agreed upon by Lessor and Lessee:

(a) In the event of a default by Lessee under this Lease continuing after the filing of a voluntary or involuntary petition (a "pre-petition default") under any bankruptcy law, a period exceeding thirty (30) days for curing such default shall in no event be deemed reasonable.

(b) In order to be deemed adequate assurance by Lessee for the cure of any pre-petition default, Lessee, or the trustee, as the case may be, must (i) deposit with a banking institution selected by Lessor securities, in negotiable form, issued by the United States of America, with a fair market value, at all relevant times, equal to twice the amount of rent due or the cost, as estimated by Lessor of curing the pre-petition default, as the case may be, or (ii) grant to Lessor a security interest or lien, which shall be superior to any and all claims and liens, on any of Lessee's property that is valued at liquidation at twice the amount of such rent or cost.

(c) In order to be deemed adequate assurance by Lessee, with respect to the payment of rent due after the filing of a voluntary or involuntary petition under any bankruptcy law, Lessee must (i) deposit with a banking institution selected by Lessor securities in negotiable form, issued by the United States of America, with a fair market value, at all relevant times, of not less than six (6) months' rent, or (ii) grant a security interest or lien, which shall be superior to any and all claims and liens, in any of Lessee's property that is valued at liquidation at not less than six (6) months' rent.

SECTION 35.11. Lessee represents and warrants: (i) that is a limited liability company duly organized and existing under the laws of the State of New York; (ii) that it has all requisite authority to execute and to enter into this Lease and that the execution of this Lease will not constitute a violation of any internal by-law, agreement or other rule of governance, and (iii) that the individual executing this Lease on behalf of Lessee is so authorized and Lessee shall supply Lessor with written documentation evidencing such authority upon or prior to Lessee's execution of this Lease.

SECTION 35.12. Lessee acknowledges that at any time during the Term of this Lease and any Renewal Term, Lessor shall have the right, on at least Thirty (30) day written notice to Lessee, to relocate Lessee to other comparable space (the "Substitute Premises") in the Building. In the event that Lessor exercises its right to relocate Lessee, Lessor agrees, at its sole cost and expense, to provide Lessee with Substitute Premises substantially the same amount of rentable square footage of the Demised Premises and to construct and demise the Substitute Space with the same quality of construction and appearance as that of the Demised Premises. Lessor further agrees to relocate Lessee's phones and computers lines at Lessor's sole cost and expense. Lessor shall in no way be liable for any loss, damage, or expense to Lessee's merchandise, trade fixtures, furniture, furnishings, inventory and equipment, or inconvenience, or annoyance, or injury to the business of Lessee resulting in any way from relocating Lessee to the Substitute Premises, except to the extent caused by or due to Lessor's, its employees, agents or contractors negligent acts or omissions.

SECTION 35.13. Lessee represents and warrants that Lessee is not now acting and shall not in the future act, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Department of the Treasury as a terrorist, "Specially Designated and Blocked Persons", or other banned or blocked person, group, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury. Lessee further represents and warrants that Lessee is not now engaged and shall not in the future be engaged, directly or indirectly, in any dealings

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or transactions or otherwise be associated with such person, group, entity or nation; and Lessee hereby agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, losses, costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) arising from or related to any breach of the foregoing representations.

IN WITNESS WHEREOF, the parties to this Lease have executed the same on the day and in the year first above written.

PROMED CORINTHIAN LLC, (Lessor)

By: _____
Name: Joshua Friedman
Title: Manager

By: _____
Name: Sean Kanov
Title: Manager

BLOOMFIELD INDUSTRIES, LLC, (Lessee)

By: _____
Name:
Title:

[redacted]

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

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

_____
Notary Public

STATE OF FLORIDA)
)ss.:
COUNTY OF DADE)

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

_____
Notary Public

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

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

_____
Notary Public

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LEASE

BETWEEN

O'NEILL INTERMEDIARY, LLC

As Landlord

and

BLOOMFIELD INDUSTRIES, INC.

As Tenant

Date of Lease
As of June 3, 2015

TABLE OF EXHIBITS

EXHIBIT A	LAND ON WHICH BUILDING IS LOCATED
EXHIBIT B	FLOOR PLAN OF PREMISES
EXHIBIT C	COMMENCEMENT LETTER

LEASE

This sets forth a Lease (the "Lease"), entered into as of June 3, 2015, by and between O'NEILL INTERMEDIARY, LLC, a New York Limited Liability Company, with its office and principal place of business at One Webster's Landing, Syracuse, New York 13202 (the "Landlord"), and BLOOMFIELD INDUSTRIES, INC., a New York Corporation, with its office and principal place of business at 201 Edward Curry Avenue, Staten Island, New York 10314_ (the "Tenant"), who agree as follows:

WITNESSETH

1. Premises.

Landlord leases to Tenant and the Tenant hires from the Landlord the following described premises:

Approximately 2,000 useable and 2,300 rentable square feet of space (the "Premises") in Suite 206 on Level 2 of the building (the "Building"), owned by Landlord at 1304 Buckley Road in the Town of Salina, County of Onondaga, State of New York. The land on which the Building is located is described on Exhibit A annexed to this Lease (hereinafter referred to as the "Land"), and the Premises are shown on the floor plan identified on Exhibit B annexed to this Lease. Landlord reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements of the Building leading through the Premises in locations above the finished ceiling, beneath the floor or in walls or columns which will not interfere with Tenant's use of the Premises or access thereto or reduce the area of the Premises. No easement for light or air is included in the lease of the Premises.

If space is added to the Premises, or any other space in the Building is leased by Tenant or an entity related to Tenant, the number of rentable square feet for that space shall be the number of useable square feet of that space times 1.15.

2. Improvements to the Premises.

(a) Landlord will improve the Premises for Tenant according to a scope of work to be developed by Tenant and approved by Landlord (the "Tenant Improvements"). A maximum amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) (the "Maximum Cost") has been allotted by Landlord and Tenant for the costs and expenses of completing the Tenant Improvements (Fifty Five and 00/100 Dollars ($55.00) times two thousand usable square feet). After completion of the scope of work constituting the Tenant Improvements, Landlord will prepare and deliver to Tenant the actual cost of completing the Tenant Improvements, including all costs associated with Tenant's architectural plans and specifications, including, but not limited to, all mechanical, electrical, space planning, interior design work, permits, fees, and drafting (the "Landlord's Actual Cost"). If the Landlord's Actual Cost exceeds the Maximum Cost, Tenant will have the option of (i) paying for the excess costs of the Tenant Improvements within thirty days of receipt of an invoice from the Landlord showing Landlord's Actual Cost, or (ii) having the Base Rent increased by $.60 per rentable square foot for each $10,000 of Landlord's Actual Cost over the Maximum Cost. If Tenant does

not elect option (i) by notifying Landlord of this election within 5 business days after the delivery to Tenant of Landlord's Actual Cost, then option (ii) will control meaning that the Base Rent will be increased by $.60 per rentable square foot for each $10,000 of Landlord's Actual Cost over the Maximum Cost.

(b) Tenant may request changes to the Tenant Improvements prior to the Term Commencement Date ("Change Orders"). No Change Order will be completed until the Landlord has received written approval of the proposed Change Order from Tenant. If a Change Order reduces the cost of the Tenant Improvements, Landlord will reduce the Base Rent by $.60 per rentable square foot for each $10,000 of the reduction in the cost of the Tenant Improvements. If a Change Order increases the cost of the Tenant Improvements, Tenant will have the option of (i) paying the Landlord for the cost of the Change Order within thirty (30) days from receipt of an invoice, or (ii) having the Base Rent increased by $.60 per rentable square foot for each $10,000 of the increase in the cost of the Tenant Improvements.

(c) Upon Landlord's completion of the Tenant Improvements, Tenant shall take possession of the Premises "as is" and the taking of possession, shall be conclusive evidence that the Premises are then in good and satisfactory condition, subject to latent defects, warranty claims and/or any conditions that are not immediately apparent to Tenant. Any future work done in the Building, including improvements completed for other tenants of the Building will be completed in a manner which shall not unreasonably or materially disrupt Tenant's use of the Premises or the operation of its business. Landlord shall provide Tenant with prior written notice and take all necessary steps to minimize the amount of work required within the Tenant's space, to conduct such work at such times and in such manner as to not unreasonably interfere with the business of Tenant and to avoid the generation of noise and dust within the Tenant's space. Landlord shall be responsible for all cleaning costs following completion of any such work within Tenant's space. Landlord reserves the right to relocate common area corridors in the Building provided any relocation of the common area corridors does not encroach on the Premises and does not adversely affect Tenant's access to the Premises.

3. Initial Term and Renewal Terms.

(a) The initial term of this Lease (the "Initial Term") will commence on the date (the "Term Commencement Date") of Substantial Completion of the Premises (defined below) and shall expire on the day preceding the day which is ten (10) years after (i) the Term Commencement Date, if this date is the first day of the first full calendar month, or (ii) the first day of the first full calendar month following the Term Commencement Date, if this date is not the first day of a calendar month. Promptly following the Substantial Completion of the Premises, Landlord and Tenant will confirm the Term Commencement Date and the dates for the commencement and expiration of the first Lease Year by signing a letter in the form annexed to this Lease as Exhibit C.

(b) "Substantial Completion of the Premises" shall mean the date on which (i) the Tenant Improvements have been substantially completed, with the exception of punch list items that do not interfere with Tenant's ability to operate its business, (ii) Landlord has obtained a temporary or permanent certificate of occupancy for the Premises, (iii) the

Building's utility and life safety systems serving the Premises are fully operational, (iv) Tenant has access to its allotment of parking, and (v) Landlord has tendered possession to the Tenant.

(c) Tenant shall have a period of thirty (30) business days before the date of Substantial Completion of the Premises to install its equipment and furniture. In installing Tenant's furniture and equipment during this thirty (30) day business period, Tenant will use best efforts not to interfere with Landlord's completion of its work and will not conduct business in the Premises during this period. Tenant shall not be charged for the use of elevators, or for electrical consumption or other costs during fit up, construction or move-in to the Premises.

(d) After the Initial Term, Tenant will have one (1) option to extend the Term of the Lease for an additional Term of five (5) years (the "Extended Term"), which Tenant shall have the right to exercise on written notice to the Landlord six (6) months prior to the expiration of the then-current Term. The word "Term", as used in this Lease shall mean the Initial Term and any Extended Term. Tenant has no option to extend the Term beyond the Extended Term.

4. Base Rent.

(a) Commencing on the Term Commencement Date, Tenant shall pay Landlord without any set-off, abatement, suspension, deferment, or reduction and without any prior notice or demand therefore, the rent (the "Base Rent"), as follows. If the Term Commencement Date is not the first day of a calendar month, the Base Rent payable for any period of less than one calendar month shall be paid based upon the number of days in that month during which Base Rent is payable under this Lease

(i) For any period of less than one month following the Term Commencement Date and for balance of the first Lease Year (defined below), a monthly rent of $5,366.67, prorated for a period less than a full calendar month;

(ii) For the second Lease Year, a monthly rent of $5,500.83;

(iii) For the third Lease Year, a monthly rent of $5,638.35;

(iv) For the fourth Lease Year, a monthly rent of $5,779.31;

(v) For the fifth Lease Year, a monthly rent of $5,923.80;

(vi) For the sixth Lease Year, a monthly rent of $6,071.89;

(vii) For the seventh Lease Year, a monthly rent of $6,223.69;

(viii) For the eighth Lease Year, a monthly rent of $6,379.28;

(ix) For the ninth Lease Year, a monthly rent of $6,538.76;

(x) For the tenth Lease Year, a monthly rent of $6,702.23;

(xi) For any eleventh Lease Year, a monthly rent of $6,869.79;

(xii) For any twelfth Lease Year, a monthly rent of $7,041.53;

(xiii) For any thirteenth Lease Year, a monthly rent of $7,217.57;

(xiv) For any fourteenth Lease Year, a monthly rent of $7,398.01; and

(xv) For any fifteenth Lease Year, a monthly rent of $7,582.96;

(b) The Base Rent shall be due on or before the first day of each month and shall be sent to the Landlord at One Webster's Landing, Syracuse, New York, 13202.

(c) If required by applicable law, Tenant shall be responsible for the payment of any sales or use taxes, now or hereafter imposed upon the annual rent or additional rent payable under this Lease provided the sales or use tax is not an income tax.

(d) The term "Lease Year" means a period of twelve (12) consecutive calendar months, with the first full Lease Year to commence on the Term Commencement Date, if that date is the first day of a month, or the first day of the first full calendar month following the Term Commencement Date if the Term Commencement Date is not the first day of a month, and each succeeding Lease Year will commence on the anniversary of the commencement of the first full Lease Year.

5. Parking.

Landlord shall allot Tenant not less than eight (8) outdoor parking spaces in the parking lot owned by Landlord on the Land on an unassigned basis. Landlord will not have any obligation to police the use of any parking spaces. The cost for these parking spaces is included in the Base Rent.

6. Operating Expenses and Taxes.

(a) Commencing with the 2016 calendar year and for each subsequent calendar year throughout the balance of the Term, Tenant will pay Landlord, as additional rent, 2.6% ("Tenant's Allocable Share") of the amount, if any, by which Taxes (defined below) and Operating Expenses (defined below) payable for each calendar year after calendar year 2015 are in excess of Tenant's Allocable Share of Taxes and Operating Expenses payable for calendar year 2015. For purposes of determining the amount of Operating Expenses for any calendar year, including the 2015 calendar year, if less than one hundred percent (100%) of the rentable square feet in the Building is occupied by tenants at any time during the calendar year, including the 2015 calendar year, those Operating Expenses, which vary based upon occupancy, will be deemed to be increased to an amount equal to the like operating costs which would normally be expected to be incurred had such occupancy been one hundred percent (100%) during the entire calendar year.

(b) Within sixty (60) days after the end of the 2015 calendar year, Landlord will furnish to Tenant a statement in reasonable detail of the actual Operating Expenses and Taxes for the 2015 calendar year. Tenant shall have the right to audit any statements provided by Landlord and Landlord shall cooperate with Tenant concerning the audit of Landlord's Operating Expenses and Taxes. If Tenant disputes Landlord's calculation of the actual Operating Expenses and Taxes for the 2015 calendar year, the dispute will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

(c) For each succeeding calendar year following the 2015 calendar year, Landlord shall prepare a budget (the "Operating Expense and Tax Budget"). Commencing on the first day of the 2016 calendar year and for each succeeding calendar year thereafter, Tenant shall pay monthly, as additional rent, on the first day of each month throughout each calendar year one twelfth (1/12th) of the estimated amount by which Tenant's Allocable Share of the Operating Expense and Tax Budget for that calendar year exceeds Tenant's Allocable Share of the actual Operating Expenses and Taxes for the 2015 calendar year. Within sixty (60) days following the expiration of each calendar year, Landlord will furnish Tenant a statement in reasonable detail of the actual Operating Expenses and Taxes for the immediately preceding calendar year. Tenant shall have the right to audit any statements provided by Landlord and Landlord shall cooperate with Tenant concerning the audit of Landlord's Operating Expenses. If the amount paid by Tenant for that calendar year exceeded the difference between Tenant's Allocable Share of the actual Operating Expenses and Taxes for that calendar year and Tenant's Allocable Share of the actual Operating Expenses and Taxes for the 2015 calendar year, Tenant will receive a credit of that amount against the additional rent payable by Tenant under this paragraph 6(c) for the then current calendar year. If the amount paid by the Tenant for that calendar year was less than the difference between Tenant's Allocable Share of the actual Operating Expenses and Taxes for that calendar year and Tenant's Allocable Share of the actual Operating Expenses and Taxes for the 2015 calendar year, Tenant will pay Landlord the deficiency within sixty (60) days of the Tenant's receipt of the statement. In no event will the additional rent payable by Tenant on account of Operating Expenses reduce the Base Rent. If Tenant disputes Landlord's calculation of Tenant's Allocable Share of such Operating Expenses and Taxes, the dispute will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

(d) "Taxes" for purposes of Operating Expenses means the dollar amount of taxes and special assessments, or payments in lieu thereof, levied or assessed upon the Building and the Land upon which the Building is located. Should any governmental taxing authority acting under present or future law, ordinance or regulation, levy, assess or impose a tax, excise, surcharge, or assessment upon or against the rents payable by Tenant to Landlord (other than based on income of Landlord from operation of the Building) either by way of substitution for or in an addition to any existing real property tax, special assessment or otherwise, that amount shall be included as part of Operating Expenses. In the event Landlord contests the amount of any tax or assessment levied upon the Building and Land upon which the Building is located, and a refund or rebate is paid to Landlord, then Landlord shall pay to Tenant Tenant's Allocable Share of such refund or rebate. Notwithstanding the foregoing, Taxes shall not include real estate taxes assessed on cell towers or other structures erected on the Land or Building unless erected for the benefit of the Tenant.

(e) "Operating Expenses", other than Taxes, means reasonable actual expenses incurred and paid by the Landlord for the operation and maintenance and repair of the Building, the Land upon which the Building is located and the parking areas for the Building in accordance with accepted principles of sound management and accounting practices as applied for first-class office buildings, limited to the following:

(i) janitorial labor and supplies;

(ii) snowplowing and ice removal,

(iii) preventative maintenance of the Building and its mechanical systems;

(iv) utilities, including water, gas and other fuels (other than Electric Costs for the Building);

(v) window cleaning;

(vi) common area painting;

(vii) costs of monitoring, inspection and repair and maintenance of the Building security and fire protection systems and maintenance and certification of the Building fire extinguishers;

(viii) trash removal from the entire Building;

(ix) casualty and liability insurance applicable solely to the Building and the Land upon which the Building is located and their operation although part of a blanket policy or policies;

(x) landscaping and landscaping maintenance;

(xi) salaries and wages of employees, other than employees above the grade of Building Superintendent or Building Manager, to the extent that their time is spent in the operation of the Building;

(xii) the reasonable depreciation of capital expenditures made to the Building made for the purposes of reducing Operating Expenses or are required to maintain the structural integrity of the Building, computed under GAAP;

(xii) management fees (not to exceed 4% of gross rentals in respect of the Building) actually paid by Landlord; and

(xiv) legal, auditing, consulting and professional fees necessarily incurred in connection with the normal and routine maintenance and operation of the Building, except that legal fees and expenses for certiorari proceedings shall be included in Operating Expenses in any one calendar year only to the extent of the actual reduction in Taxes for that calendar year, but legal fees and expenses for Landlord's lease negotiations or lease enforcement matters shall not be included in Operating Expenses.

(f) "Tenant's Allocable Share" shall be the percentage resulting from dividing the rentable square feet of the Premises by the total number of rentable square feet in the Building. The total number of rentable square feet in the Building is 88,639, and Tenant's Allocable Share, based upon the current size of the Premises, shall be 2.6 percent.

(g) Notwithstanding anything to the contrary, the following expenses shall be excluded from Operating Expenses:

(i) expenses for painting, redecorating, other work or special services with respect to the Building outside the Premises which Landlord performs for any other occupant or tenant of the Building;

(ii) expenses for repairs or other work occasioned by an insured fire, insured windstorm or other insured casualty;

(iii) expenses incurred in leasing or procuring new tenants, including build-out costs, allowances, rent, concessions, commissions and fees for legal services and advertising;

(iv) legal and other expenses incurred in enforcing the terms and conditions of any lease or removing personal property from any leased space or legal fees for an unsuccessful challenge to the Building's real property tax assessment;

(v) interest or amortization payments on any mortgage or obligation in the nature of a mortgage;

(vi) land rent or ground lease payments;

(vii) costs of refinancing;

(viii) interest or penalties incurred by Landlord's late payments, except when caused by a late payment or Tenant's rent;

(ix) art work;

(x) income taxes;

(xi) capital tax, succession tax, transfer tax, franchise tax, gift or estate tax;

(xii) costs actually reimbursed through the proceeds of insurance or condemnation or under any warranty or guaranty of work or materials;

(xiii) depreciation of the Building or other improvements on the land upon which the Building is located and the parking areas, except as otherwise permitted under Section 6(e)(xii) of this Lease;

(xiv) legal, auditing, consulting and professional fees (other than those legal, auditing, consulting and professional fees necessarily incurred in connection with the normal and routine maintenance and operation of the Building) paid or incurred in connection with (but not limited to) leasing or procuring new tenants, financing, zoning proceedings or actions, environmental permits or actions, further development of the Building and the land upon which the Building is located or any extraordinary event, occurrence or transaction;

(xv) costs of installing, operating and maintaining any specialty service, such as, but not limited to, broadcasting facility, cafeteria, retail store, newsstand or other concession, athletic or recreational facility, day care center;

(xvi) charitable contributions; and

(xvii) costs attributable to removal or remediation of asbestos or other hazardous materials from the Building, Land upon which the Building is located and parking areas.

(h) Landlord will maintain or cause to be maintained complete and accurate records and accounts of the items included in Operating Expenses in such manner and detail as to provide a proper basis for analysis of the annual amounts included in Operating Expenses. Tenant or its authorized representative shall have the right to examine and audit said accounts and records and obtain copies thereof during regular business hours for the purpose of verifying the information set forth in the statement of Tenant's Allocable Share of Operating Expenses provided that a written request for such inspection is made by Tenant within two (2) years after receipt of each such statement. If a discrepancy of more than five (5) percent is found in the computation of Tenant's Allocable Share of Operating Expenses for any one year, an adjustment shall be made for that year and payment of the adjustment shall be paid by Landlord or Tenant within thirty (30) days after receipt of a statement accompanied by supporting documentation.

7. Electric Costs.

(a) Tenant shall pay as additional rent the cost of electric usage within the Premises ("Tenant Electric"). Tenant Electric shall include the electric usage for lights, duplex outlets, equipment and other usage specific to the Tenant's operation, within the Premises. Landlord, at Landlord's expense, shall install an electric meter to monitor the Tenant Electric.

(b) Tenant shall also pay as additional rent the Tenant's Allocable Share of electric costs for the Common Areas in the Building (the "Common Area Electric Costs"). Common Area Electric Costs shall include, but not be limited to, usage for the Building HVAC systems, lighting and other electric usage in the common areas of the Building including the corridors, elevators, basement and exterior lighting. For purposes of determining the amount of Common Area Electric Costs for any calendar year, including 2015, if less than 100 percent of the rentable square feet in the Building shall have been occupied by tenants at any time during the calendar year, including the Base Year, the Common Area Electric Costs shall be deemed to be increased to an amount equal to the like cost which would normally be expected to be incurred had such occupancy been 100% during the entire calendar year.

8. Use.

The Premises shall be used and occupied as a medical marijuana dispensary in compliance with New York law and general office and for no other purpose. Tenant agrees to comply with the following rules and regulations and, provided Tenant has prior written notice, and such rules and regulations are uniformly applied, with such reasonable modifications thereof and additions thereto as Landlord may hereafter from time to time make for the Building, the Land on which the Building is located and the parking areas. Except as provided in paragraph 25, Landlord Warranties, Landlord shall not be responsible for the nonobservance by any other tenant of any rules and regulations.

(a) Intentionally deleted.

(b) Tenant will not make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or which directly or indirectly is forbidden by public law, ordinance or state governmental regulation, now or hereafter enacted, or which may be dangerous to life, limb, the environment or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operation, or which will suffer or permit the Premises or any part thereof to be used in any manner including storage therein which, in the reasonable judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the Building as a high quality office building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the Building. Further, Tenant shall not use or permit the use of the Premises in any manner which would violate any law, rule or regulation relating to the environment and to the extent Tenant does so, Tenant shall defend and indemnify Landlord from and against any claims, causes of actions, fines, penalties or the like which may arise from that use.

(c) Tenant shall not display, inscribe, print, paint, maintain or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement,

except at the doors of the Premises and on the Directory Board (Landlord, at Landlord's expense, will furnish Tenant with signage on the Building Directory Board in the lobby of the Building and on any other directory sign), and then only such name(s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Landlord, acting in a commercially reasonable manner. The listing of any name other than that of Tenant whether at the doors of the Premises, on the Building directory, or otherwise, shall not operate to vest any right or interest in the Lease or in the Premises, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

(d) The Building shall have a prominent directory displayed in the main entrance lobby, and Tenant shall have the right to have its names displayed on the directory, consistent with the names of other tenants of the Building. Landlord shall provide suite entry signs for the Premises. Tenant may install additional signage, at its expense and consistent with other signage in the Building, on any floor which the Tenant or its affiliates may fully occupy. Landlord shall approve the type and style of any additional signage requested by Tenant.

(e) Intentionally deleted.

(f) Landlord shall at all times provide adequate security to the Building. The Landlord, at Landlord's expense, shall provide a monitored access system to the Building and will provide no less than 10 keyfobs to Tenant. Tenant shall have the right to incorporate access to the Premises into the monitored access system for the Building, at the expense of the Tenant. No additional locks or similar devices shall be attached to any door or window without Landlord's written consent. No keys for any door other than those provided by the Landlord shall be made. All keys must be returned to Landlord at the expiration or termination of this Lease.

(g) Tenant shall have access to the Building and the Premises twenty four (24) hours per day, each day of the year. All persons entering or leaving the Building between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays or holidays, may be required to do so under such reasonable, uniform and non-discriminatory regulations as Landlord may impose so long as they do not prohibit Tenant's permitted use of the Premises or access of Tenant and its employees to the Building or the Premises. Landlord may exclude or expel any peddler.

(h) The design floor loading capacity for the Building is 100 pounds per square foot average. Tenant shall not overload any floor. Landlord reasonably may direct the time and manner of delivery, routing and removal of all items that are delivered to the Building for Tenant's use and may specify the location of safes and other heavy articles.

(i) Unless Landlord gives advance written notice, Tenant shall not install or operate any steam or internal combustion engine, machinery, heating device or air-conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or lodging or sleeping purposes, or use any illumination other than electric light, or use or permit to be brought into the Building any flammable fluids such as gasoline, kerosene, naphtha, benzene and solvents, or any explosives,

radioactive materials or other articles deemed extra-hazardous to life, limb or property except in a manner which would not violate any ordinance or regulation or any condition imposed by the standard fire insurance policy issued for office buildings in the County of Onondaga, or do or permit anything to be done, or keep or permit anything to be kept, in the Premises, which would increase the fire or other casualty insurance rate on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts reasonably satisfactory to Landlord. Notwithstanding the foregoing, Tenant may install clothes washers and dryers, refrigerators and microwave cooking devices, and upon the prior written approval of Landlord, which will not be unreasonably withheld or delayed, Tenant may install additional air conditioning equipment, which shall be operated and maintained at the sole cost of Tenant.

(j) Tenant shall cooperate fully with the reasonable requests of Landlord to assure the effective operation of the Building's air-conditioning system, including the closing of blinds and drapes.

(k) The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from its Premises. The halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the reasonable judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business, unless such persons are engaged in illegal activities. No tenant and no employees or invitees of any Tenant shall go upon the roof or into the mechanical rooms of the Building.

(l) Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises or the Building. Landlord acknowledges that nothing contained herein shall prevent Tenant from conducting seminars, classes and meetings in the Premises and conference rooms.

(m) With respect to the Premises, Tenant shall see that the doors, and windows, if operable, are closed and securely locked before leaving the Premises and must observe reasonable care and caution that all water faucets or water apparatus serving the Premises are entirely shut off before Tenant or Tenant's employees leave the Premises.

9. Repair and Maintenance.

(a) Except for loss by fire or other casualty and the repair and maintenance obligations of Landlord provided in this Lease, Tenant shall, at its expense, keep in good order, condition and repair the interior non-structural portions and non-mechanical systems

of the Premises and shall promptly and adequately repair all damages to the interior of the Premises (other than due to the negligence or default of Landlord, or its agents, contractors, or employees). Landlord shall promptly repair, at Tenant's sole cost and expense, any damage to the Building or the Land caused by Tenant or by any of Tenant's contractors, agents or employees, provided that Landlord shall have first given Tenant ten (10) business days prior written notice (except in an emergency).

(b) Landlord shall maintain the Building and the Land in good repair and condition (other than for the obligations assumed by Tenant under this Lease with respect to the Premises), including, but not limited to, maintaining, repairing and replacing the roof, foundation, air conditioning, heating, plumbing, sprinkler, electrical and sewage systems and the structural components and soundness of the exterior and interior walls of the Building, maintaining, repairing and replacing the parking lot, parking lot lighting and sidewalks and keeping the parking lot and sidewalks reasonably free from snow and ice, and keeping the Premises free from any infestation of insects, rodents, bugs or other animals. The reasonable actual cost of Landlord's performing its obligations under this paragraph shall be part of Operating Expenses to the extent permitted under paragraph 6(e), Operating Expenses, of this Lease.

10. Landlord's Services.

Throughout the Term, Landlord shall manage, operate, maintain and repair the Building, Land upon which the Building is located and the parking lot and sidewalks in good order and repair, consistent with other first class office buildings and in compliance with all applicable statutes, codes and regulations. Landlord shall furnish the following services to the Premises, the cost expense of which shall be part of Operating Expenses:

(a) Heat and air conditioning Monday through Friday, 7:00 a.m. to 7:00 p.m., and 8:00 a.m. - 1:00 p.m. Saturdays, principal holidays excepted. Landlord shall operate and shall cause the other tenants and occupants of the Building to operate the HVAC so as to provide temperatures within the Premises to be between 68° and 75° at all times during Tenant's normal business hours. The Landlord shall make available HVAC during off business hours as well, at no additional charge to Tenant. Tenant shall have the ability to regulate the temperature within the Premises.

(b) Hot and cold water for drinking, lavatory and toilet purposes.

(c) Janitorial services to the common areas of the Building and the Premises during weekdays, after normal hours, exclusive of holidays. In the event Tenant determines that the janitorial services provided for the Premises are unsatisfactory, Tenant shall have the right to use its own janitorial service and Landlord shall provide the Tenant with a credit for the services not provided by Landlord at Landlord's cost of providing those services.

(d) Window washing, inside and outside, as may be necessary, but not less than annually.

(e) Passenger elevator service within the Building in common with other tenants.

(f) Security and fire protection to the Building consistent with the protections provided to a first class office building.

(g) Ingress and egress to the Premises on a twenty-four (24) hour basis, seven (7) days a week, three hundred sixty-five (365) day per year basis.

(h) Maintenance of the parking areas adjacent to the Building in good condition, including installation and maintenance of a minimum of 2 foot candles of lighting in the parking areas.

(i) A Building occupant directory in the main entrance lobby.

11. Assignment and Subletting.

(a) Neither this Lease nor the interest of Tenant in this Lease, or in any sublease, or in any rentals under any sublease shall be sold, assigned, transferred, mortgaged, pledged, hypothecated or otherwise disposed of, whether by operation of law or otherwise, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall have the right to (i) sublet any portion of the Premises, subject to Landlord's prior written consent, which consent will not be unreasonably be withheld, conditioned or delayed, and (ii) sublet individual offices to affiliates of Tenant, without the consent of Landlord. Landlord may withhold its consent to a proposed sublease if the proposed subtenant is an occupant of the Building. No permitted subtenant of the Premises may further sublet the Premises or assign the sublease, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord. No assignment or subletting shall relieve Tenant of its obligations under this Lease.

(b) Any consent by Landlord to a sublease shall apply only to the specific transaction thereby authorized and shall not relieve Tenant from the requirement of obtaining prior written consent of Landlord to any further sublease of this Lease. In instances where the consent of Landlord is required for any subletting, contemporaneously with the request of Tenant for Landlord's consent, Tenant shall submit in writing information reasonably sufficient to enable Landlord to determine whether to grant its consent to the proposed subletting.

(c) With respect to any of the consents requested by Tenant under the provisions of this paragraph, whether or not the Landlord shall have consented thereto, Tenant shall pay to the Landlord all reasonable counsel fees and other out-of-pocket expenses incurred by the Landlord in connection with the proposed subletting.

12. Alterations and Improvements.

Tenant may, at its sole cost and expense, without the written approval of Landlord, move or alter movable partitioning, furnishings, and electrical lighting, provided the electrical lighting is not disconnected from its power source. Tenant shall not make any other alterations to the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, and the consent of Landlord's first mortgagee, if required. All such improvements, installations and replacements which require the

prior written consent of Landlord shall remain the property of Tenant and may be removed from the Premises at any time during the Term or at the termination of Tenant's occupancy hereunder, provided that any damage caused by such removal shall be repaired by Tenant. Tenant may at its option elect not to remove any or all of such improvements, installations or replacements in which case the same shall become the property of Landlord upon Tenant's surrender of the Premises; provided, however, that Landlord may require Tenant to remove any such additions, installations or replacements by written notice from Landlord to Tenant received by Tenant within sixty (60) days prior to the expiration of the Term if such additions, installations or replacements are structural or substantial. Tenant agrees that any and all alterations, additions, or replacements shall be made in compliance with the building codes and ordinances, laws and regulations applicable to the Premises. Should a building or other permit or permits be required by Tenant to accomplish any improvements, installations or replacements provided for in this paragraph, Landlord will execute, at Tenant's expense, any necessary documents which are consistent with the terms of this Lease. With respect to any approvals to be given by Landlord or with respect to any supervision which may be required of Landlord under this paragraph, Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket expenses.

13. Damage or Destruction to Premises.

If the Premises or any portion thereof are destroyed by fire or other casualty so as to become unfit for their intended use or occupancy, and the damaged Premises, or portion damaged thereof, cannot be rendered fit for its intended use and occupancy within 120 working days after the date such damage occurs, then this Lease may thereupon be terminated by either Tenant or Landlord by written notice of termination given to the other party within ten (10) days after the premises can not be rendered fit, effective as of the date of cancellation. If, however, the damage is such that the damaged Premises, or damaged portion thereof, can be rendered fit for its intended use and occupancy in conformance with all applicable laws and ordinances within 120 working days after the date of such damage, Landlord shall immediately effect such repairs and the rent payable by Tenant hereunder shall abate in the ratio which the damage or untenantable portion of the Premises bears to the whole from the date of damage to twenty days after date of completion of repairs, as provided for herein. If such repairs are not completed and the Premises are not delivered to Tenant for occupancy within 150 days after the date on which the Tenant and Landlord have agreed to proceed with the repairs, Tenant may by ten (10) days written notice terminate this Lease.

14. Eminent Domain.

(a) If the entire Premises shall be taken by any applicable authority of competent jurisdiction in exercise of the power of eminent domain, this Lease shall terminate forthwith. If a portion of the Premises be so taken and, in the reasonable judgment of Tenant, the untaken portion of the Premises cannot be rendered fit for their intended use and occupancy following the actual taking, either party may elect to terminate this Lease by giving written notice to the other of its election to terminate within thirty (30) days after Tenant notifies Landlord that, in the reasonable judgment of Tenant, the untaken portion of Premises cannot be rendered fit for their intended use and occupancy following the actual taking. In the event of such termination, no further rent or any other sums shall accrue or be due and payable hereunder and any prepaid rent and all other sums paid in consideration hereof shall be immediately

refunded to Tenant as of the date Tenant surrenders possession of the Premises. In the case of a partial taking, Tenant shall notify Landlord within thirty (30) days of the taking whether or not in the reasonable judgment of Tenant, the untaken portion of Premises can be rendered fit for their intended use and occupancy following the actual taking.

(b) In the event this Lease is not terminated in accordance with the immediately preceding paragraph, this Lease shall continue in full force and effect, and the rent payable hereunder shall abate in the ratio which the portion taken in any exercise of the aforesaid power of eminent domain bears to the whole at the date of such taking, and Landlord shall restore the untaken portion of the Premises to substantially the same condition as existing immediately prior to said taking.

(c) Landlord shall be entitled to that portion of any award made to or as a consequence of any taking referred to in this paragraph (the "Award") other than any portion of the Award that is allocable to Tenant pursuant to the next sentence. Tenant shall be entitled to that portion of the Award allocable to its personal property, alterations and improvements, business interruption and relocation expenses.

15. Indemnification and Hold Harmless.

(a) If any damage on the Premises or to the land on which the Building is located or to Building or to any equipment or appurtenance therein (whether belonging to Landlord or to other tenants or to occupants of the Building) results from the action or neglect of the Tenant, its employees, agents or invitees, then Tenant shall be liable therefore and Landlord, following ten (10) days written notice to Tenant may repair such damage and Tenant shall within twenty (20) business days after receipt of invoice from Landlord, reimburse Landlord for all actual reasonable costs of such repairs and damage.

(b) Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind from any injury to or death of persons or damage to property of Tenant or any other person during the Term from any cause whatsoever, by reasons of use, occupancy and enjoyment of the Premises by Tenant or any person thereof or holding under Tenant, and that Tenant will indemnify and save harmless Landlord from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, for any repairs or alterations which Tenant may make upon said Premises, but Tenant shall not be liable and nothing in this paragraph shall relieve Landlord from liability for damage or injury occasioned by the negligence of Landlord and its agents, servants or employees.

(c) Landlord covenants with Tenant that Tenant shall not be liable for any damage or liability of any kind from any injury to or death of persons or damage to property of Landlord or any other person during the Term, from any cause whatsoever, by reason of the presence on the Premises by Landlord or its designated agents, servants or employees, for any reason whatsoever or any occurrence in the common areas of the Building or on any portion of the Land, and that Landlord will indemnify and save harmless Tenant from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of Landlord's presence on the Premises or in the common areas of the

Building or on any portion of the Land, but Landlord shall not be liable for damage or injury occasioned by the negligence of Tenant and its designated agents, servants or employees.

(d) This obligation to indemnify and hold harmless shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

(e) Each party shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance covering the Premises or the Building or personal property, fixtures or equipment located thereon or therein, pursuant to which the insurance company waives subrogation or consents to a waiver of right of recovery against the other party, and each party hereby agrees that it will not make any claim against or seek to recover from the other party for any loss or damage to its property or the property of others covered by such fire or extended coverage insurance.

16. Subordination.

This Lease and Tenant's rights hereunder shall be subordinate to the lien of any mortgage, deed of trust or other voluntary hypothecation arising out of any security instrument duly executed by Landlord charged against the Premises or any land, building or improvement included therein or of which the Premises are a part, or any portion or portions thereof, provided that the secured party thereunder shall agree in writing not to disturb Tenant's use or occupancy of the Premises so long as Tenant is not in default of its obligations under this Lease beyond the applicable period of notice and grace. Tenant shall, at Landlord's request, promptly execute and deliver any further instrument or instruments further evidencing the subordination of this Lease to the lien of any mortgage.

17. Estoppel Certificate.

Each party agrees, from time to time, upon not less than twenty (20) days prior notice from the other, to deliver to the person or persons as the party making the request shall designate in such notice, a statement in writing certifying (a) that this Lease is unmodified and in full force and effect and contains the full agreement between the parties (or, if there have been modifications or additional agreements, that the Lease is in full force and effect, as modified, and identifying the modifications thereof or additional agreements), (b) the dates to which the Base Rent, additional rent and other charges due under the Lease have been paid, and (c) that, insofar as the party making the statement knows, the other party is not in default under any provision of this Lease and has performed all of the obligations to be performed by such other party to date thereunder (or, if the party making the statement has knowledge of any default or of any unperformed obligations, a statement of the nature thereof).

18. Insurance.

(a) Tenant shall obtain and keep in full force and effect at the Tenant's expense during the Term a minimum of the following insurance coverages:

(i) A policy of comprehensive general public liability and property damage insurance including independent

contractors, broad form property damage, personal injury and blanket contractual liability endorsements under which the Tenant is named as the insured and under which the Landlord is named as an additional insured with a combined single limit with respect to each occurrence or each claim in an amount not less than $1,000,000.00 for injury to or death of any one person and damage to property.

(ii) A policy against fire and other casualty on the personal property owned by the Tenant on the Premises on an "all risks" form sufficient to provide such coverage as Tenant deems sufficient for the personal property located in or on the Premises. Such policy shall contain a clause pursuant to which the insurance carrier waives all rights of subrogation against the Landlord with respect to losses payable under the policy.

(iii) A Worker's Compensation policy providing statutory benefits for Tenant's employees and employer's liability coverage with a limit in an amount not less than that which is required by law.

(iv) During performance of any construction work by Tenant in the Premises, protective liability insurance insuring Landlord and Tenant against any liability which may arise on account of alterations, additions, improvements or construction for tenant's improvements, with a minimum limit of $1,000,000.00 with respect to each occurrence or each claim for injury to or death of any one person and damage to property.

All insurance coverages that Tenant is required to maintain under this Lease shall be effected under a valid and enforceable policy issued by reputable insurers permitted to do business in the State in which the Building is located, and rated in Best's Insurance Guide, as having a general policyholder rating of "A" and a financial rating of at least Class XI. Upon written request of Landlord, Tenant shall cause certificates evidencing the issuance of such policies to be delivered to Landlord before occupancy of the Premises and ten (10) days prior to the expiration of such policies evidencing their renewal. Each certificate shall set forth the coverages that Tenant is required to maintain under this Lease and shall be non-cancelable with respect to Landlord without thirty (30) days written notice to Landlord.

(b) Landlord shall obtain and keep in full force and effect as part of operating expenses during the Term a minimum of the following insurance coverages:

(i) A policy of comprehensive general public liability and property damage insurance including independent

contractors, broad form property damage, personal injury and blanket contractual liability endorsements with a combined single limit with respect to each occurrence or each claim in an amount not less than $1,000,000.00 for injury to or death of any one person and damage to property.

(ii) A Workers' Compensation policy providing statutory benefits for Landlord's employees, if any, and employers' liability coverage in an amount of not less than that required by law.

(iii) A policy against fire and other casualty on the Building and Premises and personal property owned by Landlord on an "all risk" form sufficient to provide 100% replacement value of such real and personal property. Such policy shall contain a replacement cost endorsement and a clause pursuant to which the insurance carrier waives all rights of subrogation against the Tenant with respect to losses payable under the policy.

(iv) Protective liability insurance insuring Tenant and Landlord against any liability which may arise on account of alterations, additions, improvements or construction performed by the Landlord on the Premises during the Term, in an amount of not less than $1,000,000.00 combined single limit with respect to each occurrence or each claim for injury to or death of any one person and damage to property.

All insurance coverages that Landlord is required to maintain under this Lease shall be effected under valid and enforceable policies issued by reputable insurers permitted to do business in the State in which the Building is located, and rated in Best's insurance Guide as having a General policyholder rating of "A" and a financial rating of at least Class XI. Upon written request of the Tenant, Landlord shall cause certificates evidencing the issuance of such policies to be delivered to Tenant upon occupancy of the Premises and ten (10) days prior to expiration of such policies evidencing their renewal. Each certificate shall set forth the coverages that Landlord is required to maintain under this Lease and shall be non-cancelable with respect to Tenant without thirty (30) days written notice to Tenant.

(c) Tenant shall be responsible for the prompt and proper investigation of all accidents and injuries that occur in the Premises. Tenant shall investigate all such accidents as soon as reasonably practicable, and shall investigate thoroughly with particular attention given to all pertinent facts leading up to, during and following the occurrence. Copies of any and all accident investigations shall be sent from Tenant to Landlord within 72 hours after the investigation is completed.

19. Default By Tenant.

This Lease and the Term are subject to the limitation that if, at any time prior to or during the Term, any one or more of the following events (herein called an "event of default") shall occur, that is to say:

(a) If Tenant shall make an assignment for the benefit of its creditors; or

(b) If the leasehold estate hereby created shall be taken on execution or by other process of law; or

(c) If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement, or insolvency proceedings, and Tenant shall thereafter be adjudicated bankrupt, or such petition shall be approved by the court, or the court shall assume jurisdiction of the subject matter and if such proceedings shall not be dismissed within ninety (90) days after the institution of the same; or if any such petition shall be so filed by the Tenant; or

(d) If in any proceedings a receiver or trustee be appointed for Tenant's property, and such receivership or trusteeship shall not be vacated or set aside within ninety (90) days after the appointment of such receiver or trustee; or

(e) If Tenant shall fail to pay any installment of the fixed monthly rent or any part thereof (i) within ten (10) days after written notice that the same is due and payable; or

(f) If Tenant shall fail to pay any other charge required to be paid by Tenant hereunder, and failure shall continue for twenty (20) days after written notice thereof from Landlord to Tenant (or such longer period of time as may be necessary provided Tenant is diligently pursuing a cure); or

(g) If Tenant shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this paragraph specifically referred to) on the part of Tenant to be performed or observed, and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant (unless such failure cannot be cured within thirty (30) days after written notice from Landlord to Tenant in which event the Tenant shall not be in default if Tenant commences to cure the failure within the thirty day period and proceeds diligently thereafter to effect a cure);

then, upon the happening of any one or more of the aforementioned events of default, and the expiration of the period of time prescribed above, Landlord may give Tenant written notice (hereinafter called "notice of termination") of its intention to end the Term of this Lease at the expiration of ten (10) days from the date of receipt by Tenant of such notice of termination, and at the expiration of such ten (10) days, this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such ten (10) day period

were the date originally specified herein for the expiration of this Lease and the demised term, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

If this Lease shall be so terminated following an event of default, subject to Paragraph 24, Landlord or Landlord's agents or employees may immediately or at any time thereafter re-enter the Premises and remove therefrom Tenant, its agents, employees, licensees, and any subtenants and other persons, firms or corporations, and all or any of its or their property therefrom either by summary dispossess proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and repossess and enjoy said Premises, together with all alterations, additions and improvements thereto.

In case of any such termination, re-entry or dispossess by summary proceedings, or by any suitable action or proceeding at law, the rents and all other charges required to be paid up to the time of such termination, re-entry or dispossess, shall be paid by Tenant and Tenant shall also pay to Landlord all reasonable expenses which Landlord may then or thereafter incur for reasonable legal expenses, attorneys' fees, brokerage commissions, and all other actual reasonable costs paid or incurred by Landlord for restoring the Premises to good order and condition for reletting thereof, but excluding any expenses for future tenant improvements. Landlord may, at any time and from time to time, relet the Premises, in whole or in part, for any reasonable rental then obtainable, for a term or terms which, at Landlord's option, may be for the remainder of the then current term of this Lease or for any longer or shorter period.

If this Lease be terminated as aforesaid, Tenant nevertheless covenants and agrees, notwithstanding any entry or re-entry by Landlord whether by summary proceedings, termination, or by any suitable action or proceeding at law, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of fixed monthly rent, additional rent, and other charges as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered as aforesaid, and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, and for the whole thereof, but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of fixed monthly rent, additional rent and other charges received by Landlord in reletting the Premises after deduction of all reasonable expenses and costs incurred or paid as aforesaid in reletting the Premises and in collecting the rent in connection therewith. Landlord shall use commercially reasonable efforts to relet the Premises if this Lease is terminated as aforesaid.

Tenant hereby waives any and all right of redemption or re-entry or repossession under present or future laws including specifically but without limitation Section 761 of the New York Real Property Actions and Proceedings law including any amendments hereafter, or to restore the operation of this Lease. In case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease, Landlord and Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said

Premises, or any claim or injury or damage. The terms "enter," "entry," or "re-entry" as used in this Lease are not restricted to their technical legal meaning.

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term and condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent or additional rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed any accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided by this Lease.

In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to seek to enjoin such breach or threatened breach and shall have the right to seek any right and remedy allowed at law or in equity or by statute or otherwise.

Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

20. Holding Over.

Tenant shall have no right to hold possession of the Premises after the expiration of the Term. If Tenant continues in possession of the Premises after the expiration of the Term without the consent of Landlord, and Landlord has not commenced summary proceedings to evict Tenant from possession, then Tenant shall be a tenant in sufferance for any holdover period. During any holdover period, Tenant shall be responsible for the payment of a rent equaling one hundred twenty five percent (125%) of the Base Rent effective as of the last month of the Term and all additional rent, and shall be liable for any actual damages incurred by Landlord as a result of Tenant's holding over after the expiration of the Term.

21. Surrender.

Subject to the terms of paragraph 12 of this Lease relating to alterations and improvements, at the expiration or earlier termination of the Term, Tenant shall quit and surrender possession of the Premises to Landlord in as good condition as the Premises were on the Term Commencement Date, reasonable wear and tear and damage by fire or other insured casualty excepted.

22. Rights of Parties.

All rights and remedies of each party to this Lease are cumulative. Either Landlord or Tenant may from time to time at its option exercise any or all of its rights or remedies which it may have at law, in equity or under this Lease; and nothing contained herein, and no exercise of any rights or remedies under this Lease, at law or in equity shall be construed as in any way abridging or waiving any such rights or remedies; and any consent, waiver, compromise or indulgence by one party hereto of or under any of the provisions of this Lease, or as to any breach or default hereunder by the other party hereto, shall not constitute or be construed as a waiver of such party's right to enforce strict interpretation and performance of the conditions and terms hereof at all other times.

23. Notices.

Any notice, statement, certificate, request or demand required or permitted to be given in this Lease shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, addressed, as the case may be, to Landlord at the address shown at the beginning of this Lease, and to Tenant at the address shown at the beginning of this Lease with a copy to Elaine M. Cohen, Esq. Witman Stadtmauer, P.A. 26 Columbia Turnpike, Ste 100 Florham Park, New Jersey 17932, or to such other addresses as Landlord or Tenant shall designate in the manner herein provided. Such notice, statement, certificate, request or demand shall be deemed to have been given on the date mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, except for notice of change of address or revocation of a prior notice, which shall only be effective upon receipt.

24. Right of Entry.

A. Subject to applicable law and subsection B below, Landlord may enter the Premises during reasonable hours, with twenty four (24) hours prior written notice, for the purpose of making inspection or repairs, alterations or improvements connected with any portion of the Premises as provided for in this Lease; however, Landlord's right of entry shall be subject to any security regulations or procedures which may now or in the future be applicable to Tenant. In the event of an emergency, no prior notice by the Landlord is required. Landlord reserves the right to place and maintain for itself or its agent during the last sixty (60) days of this Lease or any extension thereof in one or more conspicuous places on or about the Premises "For Rent" or "For Lease" signs. Landlord agrees not to exercise its right of entry in such manner as to interfere with Tenant's intended use and occupancy of the Premises.

B. Per the State of New York regulations, Landlord agrees to the following language: "The Landlord acknowledges that its rights of reentry into the Premises set forth in this Lease do not confer on it the authority to manufacture and/or dispense on the Premises medical marihuana in accordance with Article 33 of the Public Health Law and agrees to provide the New York State Department of Health, Mayor Erastus Corning 2nd Tower, The Governor Nelson A Rockefeller 29 Empire State Plaza, Albany N.Y. 12237, with notification by certified mail of its intent to reenter the Premises or to initiate dispossess proceedings or that the Lease is due to expire, at least 30 days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the Lease."

25. Landlord Warranties.

(a) Landlord warrants that Tenant, upon paying the rent and performing each and every covenant contained in this Lease, shall peacefully and quietly hold, occupy and enjoy the Premises throughout the Term, without disturbance, molestation or hindrance by any person whomsoever.

(b) Landlord warrants the Building and the Premises will satisfy the requirements of the Americans with Disabilities Act as of the Term Commencement Date.

(c) Landlord warrants the Premises are free of hazardous wastes, oils or contaminants, including, but not limited to, asbestos.

(d) Landlord warrants that the Tenant Improvements shall be completed in a good and workmanlike manner and warranted against defects for a period of one (1) year from the Term Commencement Date.

26. Limitation of Personal Liability.

(a) It is understood and agreed that Tenant shall look solely to the estate and property of Landlord in the Building, the Land and the proceeds of any sale thereof during the term of this Lease for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord and any other obligation of Landlord created by or under this Lease and no other property or assets of Landlord or of its members, partners, beneficiaries, co-tenants, shareholders, or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures.

(b) The term "Landlord," as used throughout this Lease, so far as covenants and agreements on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Building and Lease. Further, in the event of any bona fide, non-fraudulent transfer or transfers for fair consideration of the title to the said Lease and/or the Building, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor), including each of its members, partners, members, beneficiaries, co-tenants, shareholders, or principals (as the case may be), shall be automatically freed and relieved from and after the date of such transfer and conveyance of all liability as respects the future performance of any covenants and agreements on the part of Landlord, so long as the transferor assumes and agrees to perform the obligations of Landlord hereunder from and after the date of such transfer. Landlord or the grantor shall turn over to the grantee all monies and security, if any, then held by Landlord or such grantor on behalf of Tenant and shall assign to such grantee all right, title and interest of Landlord or such grantor thereto, it being intended that the covenants and agreements contained in this Lease on the part of Landlord to be performed shall, subject as aforesaid, be binding on Landlord, its successors and assigns. Landlord agrees to give written notice to Tenant of the transfer of security.

27. Successors and Assigns.

Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, Tenant and their permitted successors and assigns.

28. Entire Agreement.

This Lease constitutes the entire agreement between Landlord and Tenant relating to the Premises and the Building described herein, and supersedes any other agreement, whether written or oral, that may have been entered into by the parties. This Lease may hereinafter be modified only by an agreement in writing signed by the parties or their respective successors in interest.

29. Broker.

Landlord and Tenant acknowledge that they have not retained any broker in connection with this Lease, other than Pyramid Brokerage Company (the "Broker"). Landlord will pay a commission to Broker under and subject to the terms and conditions of a separate commission agreement between Landlord and Broker. Other than the Broker, each of the parties represents and warrants that it has engaged no other broker and that no other claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease. Each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation the cost of attorney fees in connection therewith).

30. Early Termination.

The Tenant shall have the right to terminate the Lease prior to the end of the Term, (the "Early Termination Option"), exercisable by the Tenant in the event of the State of New York revoking the license to operate as a registered organization under the New York State Compassionate Care Act. In addition, the parties shall each have a right to terminate in the event of a non-renewal as a registered organization. In the event Tenant exercises the Early Termination Option, within the first four years of the Term, Tenant shall pay to Landlord a termination penalty equal to all of the unamortized Tenant Improvement costs and broker fee, plus the lesser of (a) fifty percent (50%) of the Rent due for the remaining Term or (b) the aggregate monthly rental payments until the space is relet. In the event the Tenant offers another registered organization to assume the Lease for the remaining Term, there shall be no early termination penalty. No assignment permitted under this Section 30 shall relieve Tenant of its obligations under this Lease.

31. Contingency Period.

Landlord acknowledges Tenant's use of the Premises is as a medical marijuana dispensary, a patient resource center, to which Tenant can not operate without first obtaining necessary license to be a registered organization from the New York State Department of Health ("DOH"). Therefore, Landlord shall allow a contingency period in which Tenant may cancel this Lease and its plans of operation and have its security returned, if any, in the event that Tenant does not achieve approvals from the DOH. Tenant shall make all possible

accommodations and work in a timely manner (as time-is-of-the-essence) in filing; and alert the Landlord to being granted/approved, at which point the contingency period shall be terminated. Tenant shall have until August 15, 2015 to exercise this contingency.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized officers on the date first above written.

O'NEILL INTERMEDIARY, LLC

By: _____
Name; David C. Nutting
Title: Managing Member

BLOOMFIELD INDUSTRIES, INC.

By: Colette Bellefl
Name: Colette Bellefleur
Title: Chief Operating Officer

EXHIBIT A

LAND ON WHICH BUILDING IS LOCATED

PARCEL 1

ALL that tract or parcel of land situate in the Town of Salina, County of Onondaga and State of New York, being part of Lot No. 17 in said Town and being further described as follows: Beginning at a point in the easterly line of lands conveyed to C.S. & C.S. Inc. and recorded in Book of Deeds 1880 at page 371 in the Onondaga County Clerk's Office on October 21, 1957, North 47° 52' 00" East a distance of 188.0 feet from the intersection of said easterly line of C.S. & C.S. Inc. with the original northerly line of Seventh North Street (being 66 feet in width), running thence North 40° 43' 00" West, a distance of 366.63 feet to a point in the easterly line of Buckley Road; thence North 30° 30' 00" East a distance of 36.11 feet along the easterly line of Buckley Road to an angle point in said easterly line; thence North 29° 41' 45" East, a distance of 223.73 feet along the easterly line of Buckley Road to a point; thence South 79° 03' 45" East, a distance of 380.68 feet to a point; thence South 10° 56' 15" West a distance of 237.62 feet to a point in the easterly line of lands conveyed to C.S. & C.S., Inc. aforementioned; thence South 47° 52 00" West, a distance of 294.86 feet to the place of beginning.

PARCEL II

All that tract or parcel of land, situate in the Town of Salina, County of Onondaga and State of New York, being part of Lot No. 17 in said Town and being further described as follows: Beginning at a point in the easterly line of lands conveyed to C.S. & C.S. Inc. and recorded in Book of Deeds 1880 at page 371 in the Onondaga County Clerk's Office on October 21, 1957, North 47° 52' 00" East a distance of 482.86 feet from the intersection of said easterly line of C.S. & C.S. Inc., with the original northerly line of Seventh North Street, (Being 66 feet in width); running thence North 10° 56' 15" East a distance of 237.62 feet to a point; thence South 79° 03' 45" East a distance of 196.97 feet to a point in the westerly line of New York State Thruway; thence south 7° 47' 55" West a distance of 206 feet along the westerly line of the New York State Thruway to a point; thence North 79° 36' 00" West a distance of 185.52 feet to a point; thence South 47° 52' 00" West a distance of 37.83 feet to the place of beginning.

EXHIBIT B

FLOOR PLAN OF PREMISES

EXHIBIT C

COMMENCEMENT LETTER

O'Neill Intermediary, LLC
One Webster's Landing
Syracuse, New York 13202

_____, 2015

_____
_____
_____

Re: Lease, dated as of _____ ___, 2015 between O'Neill Intermediary, LLC, as landlord ("Landlord") and Bloomfield Industries, Inc. ("Tenant"), for space at 1304 Buckley Road, Syracuse, New York (the "Lease")

Dear _____:

This will confirm that the Term Commencement Date is _____, 2015, , and the initial term of the Lease will expire on _____, 2025. This will also confirm that the first Lease Year of the Initial Term will commence on _____, 2015 and will expire on _____, 2016.

Please execute and return one copy of this letter to confirm your agreement with the foregoing.

Very truly yours,

O'Neill Intermediary, LLC

By: _____
David C. Nutting
Managing Member

Accepted and agreed:

_____
Bloomfield Industries, Inc.

Colette Bellefleur

To: Kremblas, Debra A.
Subject: RE: Bloomfield Industries, Inc. Lease Draft

Thank you Debra!

---------- Forwarded message ----------
From: **Kremblas, Debra A.** <dkremblas@iskalo.com>
Date: Wed, Jun 3, 2015 at 3:48 PM
Subject: Bloomfield Industries, Inc. Lease Draft
To: Scott Stein <scott.stein@saintjamesglobal.com>

I am in receipt of the executed lease proposal for the potential occupancy of Bloomfield Industries, Inc. at 52 South Union Rd., Williamsville, NY. I will be preparing a formal lease draft for your review and should have that ready by Wednesday of next week.

Should you have any questions or require any additional information prior to that time, please feel free to contact me.

Best regards,

Debra Kremblas
Director of Leasing
Iskalo Development Corp.
Sent from my iPhone

LEASE PROPOSAL

June 1, 2015

General Terms and Conditions

1)	**Tenant:**	Bloomfield Industries, Inc. 201 Edward Carry Avenue, Suite 103 Staten Island, NY 10314 Attention: Collette Bellefleur
2)	**Landlord:**	Iskalo Office Holdings IV LLC c/o Iskalo Development Corp. 5166 Main Street Williamsville, NY 14221
3)	**Building:**	52 South Union Road Williamsville, NY 14221
4)	**Premises:**	Approximately 2,806 leasable square feet of office space on the first floor of the Building.
5)	**Term:**	One (1), sixty (60) month term.
6)	**Commencement Date:**	January 1, 2016
7)	**Base Rent:**	$22.00 per leasable square foot, annually with a 3% annual escalator. Rent is due on a monthly basis, on the first day of each month.
8)	**Property Taxes:**	Tenant shall pay its pro rata share of all property taxes and assessments. Property Taxes are currently estimated to be $1.97 per leasable square foot for the calendar year in which occupancy occurs.
9)	**Building Insurance:**	Landlord shall provide and maintain property insurance covering the Building. Tenant shall be responsible for its pro rata share of the cost of this insurance and will be billed by Landlord. The cost to provide Building Insurance is currently estimated to be $.38 per leasable square foot for the calendar year in which occupancy occurs.
10)	**Building Maintenance:**	Tenant shall be responsible for its pro rata share of the cost of maintaining the building's mechanical and structural systems as well as all interior and exterior building maintenance (landscaping, snow removal, etc.). Landlord shall provide these services for Tenant. The cost to provide these services is currently estimated to be $3.07 per leasable square foot for the calendar year in which occupancy occurs.

11) **Utilities:**
Tenant shall be directly responsible for the cost of its own electric, gas and its pro rata share of the water/sewer utilities.

12) **Monies Due:**
a) A five thousand dollar ($5,000.00) non-refundable deposit is due upon execution of this Lease Proposal. Said deposit shall be credited to the first month's Rent upon execution of a Lease.

b) The balance of the first month's Rent and a security deposit equal to the last month's Rent are payable upon execution of a Lease.

13) **Landlord's Work:**
Tenant shall be allocated a Tenant Build-Out Allowance of $30.00 per leasable square foot for work to be performed within the Premises. Said work shall be performed by Landlord. Any build-out costs in excess of this amount can be paid for by the Tenant upon Premises occupancy, or can be amortized over the term of the Lease. Landlord shall provide all architectural services with its in-house architectural design team and act as the construction manager for the build-out of the Premises.

14) **Signage:**
All Tenant signage shall be provided and installed by Landlord at Tenant's sole cost and expense. Tenant shall be permitted to have signage on the building monument sign. Tenant shall also be permitted to have building standard signage on suite entry door.

15) **Right of Reentry:**
In accordance with State of New York regulations, Landlord agrees to the following language: "Landlord acknowledges that its rights of reentry into the Premises set forth in a lease will 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, 29 Empire State Plaza, Albany NY 12237, with notification by certified mail of its intent to reenter the Premises, to initiate dispossess proceedings, that the lease is due to expire at least 30 days prior to the date on which Landlord intends to exercise a right of reentry, to initiate such proceedings or at least 60 days before expiration of the lease."

16) **Licensing Contingency:**
The Lease shall be contingent upon Tenant securing proper licensure from the State of New York on or before August 31, 2015.

17) **Financial Statements:**
This Lease Proposal is contingent upon Landlord's review of Tenant's company financial statements and upon the acceptance of said statements by Landlord's lender. A guaranty from Tenant's parent corporation will be required.

18) **Real Estate Brokerage:**
Landlord understands that Benjamin Schiller of Pyramid Brokerage Company (the "Broker") has been retained by Tenant to act as its exclusive real estate representative for this project. Pyramid Brokerage Company shall be the Broker of Record for this transaction and shall be compensated at a commission rate of five percent (5%) of the full initial term value of the base lease rate; one hundred percent (100%) payable thirty (30) days following Tenant's occupancy of the Premises.

19) **Transaction Subject to Definite Agreement:**
This Proposal, when executed by the above identified Tenant, will constitute an expression of the mutual intent of said Tenant and Iskalo Development Corp., but other than the obligation to negotiate with each other in good faith based on the business terms and conditions contained herein, shall not create any legal obligation between Tenant and Landlord. It is understood and agreed that unless a Lease is executed and delivered by Tenant to Landlord on or prior to **July 1, 2015**, this offer to Lease shall be considered withdrawn.

20) **Time is of the Essence:**
If this Lease Proposal is not accepted in writing and returned along with the good faith deposit check and financial statements by **June 5, 2015**, it shall be considered withdrawn.

This Proposal for Lease of Premises located at 52 South Union Road, Williamsville, New York is respectfully submitted this 1st day of June, 2015.

ISKALO OFFICE HOLDINGS IV LLC

By: Iskalo Development Corp., Its Manager

By: _____
Debra Kremblas
Director of Leasing

Accepted this 2 day of June, 2015

BLOOMFIELD INDUSTRIES, INC.

By: _____
Collette Bellefleur

Its: _____

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 12, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CERTIFICATE OF INCORPORATION OF

BLOOMFIELD INDUSTRIES INC.

Under Section 402 of the Business Corporation Law

ARTICLE I

The name of the corporation is Bloomfield Industries Inc. (the "*Company*").

ARTICLE II

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law. The Company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

ARTICLE III

The county, within this state, in which the office of the corporation is to be located is Richmond County.

ARTICLE IV

The Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 10,000,000, with no par value per share.

ARTICLE V

The name and mailing address of the incorporator are as follows:

Michael W. Moyer
Cairncross & Hempelmann, P.S.
524 Second Avenue, Ste. 500
Seattle, WA 98104

ARTICLE VI

The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is 201 Edward Curry Avenue, Staten Island, NY 10314.

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ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Company (the "***Board***") is expressly authorized to make, alter, amend or repeal the bylaws of the Company. Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Company.

ARTICLE VIII

To the fullest extent permitted by the New York General Corporation Law, as the same exists or as may hereafter be amended from time to time, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. If the New York General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the New York General Corporation Law, as so amended.

The Company shall indemnify, to the fullest extent permitted by applicable law, any director or officer of the Company who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***") by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

The Company shall have the power to indemnify, to the extent permitted by the New York General Corporation Law, as it presently exists or may hereafter be amended from time to time, any employee or agent of the Company who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

Except as provided in **Article VIII** above, the Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, the undersigned, as the sole incorporator of the Company, have signed this Certificate of Incorporation on March 5, 2015.

Michael W. Moyer
Incorporator

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CERTIFICATE OF INCORPORATION

OF

BLOOMFIELD INDUSTRIES INC.

Section 402 of the Business Corporation Law

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2015 MAR 12 PM 3:20

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STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 12 2015
TAX $
BY: KT

Filer: Cairncross & Hempelmann
524 Second Avenue, SUITE 500
Seattle, WA 98104-2323
Cust. Ref#531031MRP

DRAWDOWN

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N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: BLOOMFIELD INDUSTRIES INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS) COUNTY: RICH

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ADDRESS FOR PROCESS:
THE CORPORATION
201 EDWARD CURRY AVENUE
STATEN ISLAND, NY 10314

REGISTERED AGENT:

STOCK: 10000000 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.

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FEES	435.00	PAYMENTS	435.00
FILING	125.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	435.00
HANDLING	300.00	OPAL	0.00
		REFUND	0.00

NEW YORK BYLAWS OF

BLOOMFIELD INDUSTRIES INC.

Adopted March 12, 2015

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BYLAWS

ARTICLE I — MEETINGS OF STOCKHOLDERS

1.1 ***Place of Meetings***. Meetings of stockholders of Bloomfield Industries Inc. (the "***Company***") shall be held at any place, within or outside the State of New York, determined by the Company's board of directors (the "***Board***") as authorized by Section 602(a) of the New York Business Corporation Law (the "***NYBCL***"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Company's principal executive office.

1.2 ***Annual Meeting***. An annual meeting of stockholders shall be held for the election of directors at such date and time as may be designated by resolution of the Board from time to time. Any other proper business may be transacted at the annual meeting.

1.3 ***Special Meeting***. A special meeting of the stockholders may be called at any time by the Board, Chairperson of the Board, Chief Executive Officer or President (in the absence of a Chief Executive Officer) or by one or more stockholders holding shares in the aggregate entitled to cast not less than 10% of the votes at that meeting.

If any person(s) other than the Board calls a special meeting, the request shall:

(i) be in writing;

(ii) specify the time of such meeting and the general nature of the business proposed to be transacted; and

(iii) be delivered personally or sent by registered mail or by facsimile transmission to the Chairperson of the Board, the Chief Executive Officer, the President (in the absence of a Chief Executive Officer) or the Secretary of the Company.

The officer(s) receiving the request shall cause notice to be promptly given to the stockholders entitled to vote at such meeting, in accordance with these bylaws, that a meeting will be held at the time requested by the person or persons calling the meeting. No business may be transacted at such special meeting other than the business specified in such notice to stockholders. Nothing contained in this paragraph of this **section 1.3** shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board may be held.

1.4 ***Notice of Stockholders' Meetings***. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except as otherwise provided in the NYBCL, the certificate of incorporation or these bylaws, the written notice of any meeting of stockholders shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

1.5 ***Quorum***. Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of

shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. Where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter, except as otherwise provided by law, the certificate of incorporation or these bylaws.

If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, in the manner provided in **section 1.6** of these bylaws, until a quorum is present or represented.

1.6 ***Adjourned Meeting; Notice.*** Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 605(b) of the NYBCL and **section 1.10** of these bylaws, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

1.7 ***Conduct of Business.*** Meetings of stockholders shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in the absence of the foregoing persons by the Chief Executive Officer, or in the absence of the foregoing persons by the President, or in the absence of the foregoing persons by a Vice President, or in the absence of the foregoing persons by a chairperson designated by the Board, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting. The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

1.8 ***Voting.*** The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of **section 1.10** of these bylaws, subject to Section 620 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 621 (relating to voting trusts and other voting agreements) of the NYBCL.

Except as may be otherwise provided in the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of capital stock held by such stockholder which has voting power upon the matter in question. Voting at meetings of stockholders need not be by written ballot and, unless otherwise required by law, need not be conducted by inspectors of election unless so determined by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or by proxy at such meeting. If authorized by the

Board, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission (as defined in **section 7.2** of these bylaws), *provided* that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxy holder.

Except as otherwise required by law, the certificate of incorporation or these bylaws, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Except as otherwise required by law, the certificate of incorporation or these bylaws, directors shall be elected by a plurality of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Where a separate vote by a class or series or classes or series is required, in all matters other than the election of directors, the affirmative vote of the majority of shares of such class or series or classes or series present in person or represented by proxy at the meeting shall be the act of such class or series or classes or series, except as otherwise provided by law, the certificate of incorporation or these bylaws.

1.9 ***Stockholder Action by Written Consent Without a Meeting.*** Unless otherwise provided in the certificate of incorporation, any action required by the NYBCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

An electronic transmission (as defined in **section 7.2**) consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written, signed and dated for purposes of this **section 1.9**, *provided* that any such electronic transmission sets forth or is delivered with information from which the Company can determine (i) that the electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such electronic transmission.

In the event that the Board shall have instructed the officers of the Company to solicit the vote or written consent of the stockholders of the Company, an electronic transmission of a stockholder written consent given pursuant to such solicitation may be delivered to the Secretary or the President of the Company or to a person designated by the Secretary or the President. The Secretary or the President of the Company or a designee of the Secretary or the President shall cause any such written consent by electronic transmission to be reproduced in paper form and inserted into the corporate records.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company as provided in Section 615 of the NYBCL. In the event that the action which is consented to is such as would have required the

filing of a certificate under any provision of the NYBCL, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning any vote of stockholders, that written consent has been given in accordance with Section 615 of the NYBCL.

1.10 ***Record Dates.*** In order that the Company may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination.

If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the provisions of Section 604 of the NYBCL and this **section 1.10** at the adjourned meeting.

In order that the Company may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company in accordance with applicable law. If no record date has been fixed by the Board and prior action by the Board is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

In order that the Company may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

1.11 ***Proxies***. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 609 of the NYBCL.

1.12 ***List of Stockholders Entitled to Vote***. The officer who has charge of the stock ledger of the Company shall prepare and make, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting; *provided, however,* if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the 10th day before the meeting date, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Company shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten days prior to the meeting: (i) on a reasonably accessible electronic network, *provided* that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Company's principal place of business. In the event that the Company determines to make the list available on an electronic network, the Company may take reasonable steps to ensure that such information is available only to stockholders of the Company. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

ARTICLE II — DIRECTORS

2.1 ***Powers***. The business and affairs of the Company shall be managed by or under the direction of the Board, except as may be otherwise provided in the NYBCL or the certificate of incorporation.

2.2 ***Number of Directors***. The Board shall consist of one or more members, each of whom shall be a natural person. Unless the certificate of incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of the Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

2.3 ***Election, Qualification and Term of Office of Directors***. Except as provided in **section 2.4** of these bylaws, and subject to **sections 1.2** and **1.9** of these bylaws, directors shall be elected at each annual meeting of stockholders. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

2.4 ***Resignation and Vacancies.*** Any director may resign at any time upon notice given in writing or by electronic transmission to the Company. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Unless otherwise provided in the certificate of incorporation or these bylaws, when one or more directors resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Unless otherwise provided in the certificate of incorporation or these bylaws:

(i) Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

(ii) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the certificate of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected.

If at any time, by reason of death or resignation or other cause, the Company should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder, may call a special meeting of stockholders in accordance with the provisions of the certificate of incorporation or these bylaws, or may apply to the supreme court for as provided in Section 619 of the NYBCL.

If, at the time of filling any vacancy or any newly created directorship, the directors then in office constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least 10% of the voting stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office as aforesaid, which election shall be governed by the provisions of Section 619 of the NYBCL as far as applicable.

A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal.

2.5 ***Place of Meetings; Meetings by Telephone.*** The Board may hold meetings, both regular and special, either within or outside the State of New York.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of

which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

2.6 ***Conduct of Business.*** Meetings of the Board shall be presided over by the Chairperson of the Board, if any, or in his or her absence by the Vice Chairperson of the Board, if any, or in the absence of the foregoing persons by a chairperson designated by the Board, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

2.7 ***Regular Meetings.*** Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

2.8 ***Special Meetings; Notice.*** Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief Executive Officer, the President, the Secretary or any two directors.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile; or

(iv) sent by electronic mail,

directed to each director at that director's address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Company's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Company's principal executive office) nor the purpose of the meeting.

2.9 ***Quorum; Voting.*** At all meetings of the Board, a majority of the directors then in office shall constitute a quorum for the transaction of business, *provided* that such number shall in no case be less than one-third of the total number of authorized directors. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws.

If the certificate of incorporation provides that one or more directors shall have more or less than one vote per director on any matter, every reference in these bylaws to a majority or other proportion of the directors shall refer to a majority or other proportion of the votes of the directors.

2.10 ***Board Action by Written Consent Without a Meeting***. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.11 ***Fees and Compensation of Directors***. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

2.12 ***Removal of Directors***. Unless otherwise restricted by statute, the certificate of incorporation or these bylaws, any director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE III — COMMITTEES

3.1 ***Committees of Directors***. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the NYBCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Company.

3.2 ***Committee Minutes***. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

3.3 ***Meetings and Actions of Committees***. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) **section 2.5** (Place of Meetings; Meetings by Telephone);

(ii) **section 2.7** (Regular Meetings);

(iii) **section 2.8** (Special Meetings; Notice);

(iv) **section 2.9** (Quorum; Voting);

(v) **section 2.10** (Board Action by Written Consent Without a Meeting); and

(vi) **section 7.5** (Waiver of Notice)

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However*:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board; and

(iii) notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

Any provision in the certificate of incorporation providing that one or more directors shall have more or less than one vote per director on any matter shall apply to voting in any committee or subcommittee, unless otherwise provided in the certificate of incorporation or these bylaws.

3.4 ***Subcommittees***. Unless otherwise provided in the certificate of incorporation, these bylaws or the resolutions of the Board designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

ARTICLE IV — OFFICERS

4.1 ***Officers***. The officers of the Company shall be a President, a Secretary, and a Treasurer. The Company may also have, at the discretion of the Board, a Chairperson of the Board, a Vice Chairperson of the Board, a Chief Executive Officer, one or more Vice Presidents, a Chief Financial Officer, one or more Assistant Treasurers, one or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

4.2 ***Appointment of Officers***. The Board shall appoint the officers of the Company, except such officers as may be appointed in accordance with the provisions of **section 4.3** of these bylaws.

4.3 ***Subordinate Officers***. The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, such other officers and agents as the business of the Company may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

4.4 ***Removal and Resignation of Officers***. Any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

4.5 ***Vacancies in Offices***. Any vacancy occurring in any office of the Company shall be filled by the Board or as provided in **section 4.3** of these bylaws.

4.6 ***Representation of Shares of Other Corporations***. Unless otherwise directed by the Board, the President or any other person authorized by the Board or the President is authorized to vote, represent and exercise on behalf of the Company all rights incident to any and all shares of any other corporation or corporations standing in the name of the Company. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

4.7 ***Authority and Duties of Officers***. Except as otherwise provided in these bylaws, the officers of the Company shall have such powers and duties in the management of the Company as may be designated from time to time by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

ARTICLE V — INDEMNIFICATION

5.1 ***Indemnification of Directors and Officers in Third Party Proceedings***. Subject to the other provisions of this **Article V**, the Company shall indemnify, to the fullest extent permitted by the NYBCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***") (other than an action by or in the right of the Company) by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

5.2 ***Indemnification of Directors and Officers in Actions by or in the Right of the Company***. Subject to the other provisions of this **Article V**, the Company shall indemnify, to the

fullest extent permitted by the NYBCL, as now or hereinafter in effect, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

5.3 ***Successful Defense***. To the extent that a present or former director or officer of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in **section 5.1** or **section 5.2** of these bylaws, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

5.4 ***Indemnification of Others***. Subject to the other provisions of this **Article V**, the Company shall have power to indemnify its employees and agents to the extent not prohibited by the NYBCL or other applicable law. The Board shall have the power to delegate to such person or persons the determination of whether employees or agents shall be indemnified.

5.5 ***Advanced Payment of Expenses***. Expenses (including attorneys' fees) incurred by an officer or director of the Company in defending any Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this **Article V** or the NYBCL. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate. The right to advancement of expenses shall not apply to any Proceeding for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding referenced in **section 5.6(ii)** or **5.6(iii)** of these bylaws prior to a determination that the person is not entitled to be indemnified by the Company.

Notwithstanding the foregoing, unless otherwise determined pursuant to **section 5.8** of these bylaws, no advance shall be made by the Company to an officer of the Company (except by reason of the fact that such officer is or was a director of the Company, in which event this paragraph shall not apply) in any Proceeding if a determination is reasonably and promptly made (i) by a majority vote of the directors who are not parties to such Proceeding, even though less than a quorum, (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, that facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in

a manner that such person did not believe to be in or not opposed to the best interests of the Company.

5.6 ***Limitation on Indemnification***. Subject to the requirements in **section 5.3** of these bylaws and the NYBCL, the Company shall not be obligated to indemnify any person pursuant to this **Article V** in connection with any Proceeding (or any part of any Proceeding):

(i) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(ii) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(iii) for any reimbursement of the Company by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***"), or the payment to the Company of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(iv) initiated by such person, including any Proceeding (or any part of any Proceeding) initiated by such person against the Company or its directors, officers, employees, agents or other indemnitees, unless (a) the Board authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (b) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (c) otherwise required to be made under **section 5.7** of these bylaws or (d) otherwise required by applicable law; or

(v) if prohibited by applicable law.

5.7 ***Determination; Claim***. If a claim for indemnification or advancement of expenses under this **Article V** is not paid by the Company or on its behalf within 90 days after receipt by the Company of a written request therefor, the claimant shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of expenses. To the extent not prohibited by law, the Company shall indemnify such person against all expenses actually and reasonably incurred by such person in connection with any action for indemnification or advancement of expenses from the Company under this **Article V**, to the extent such person is successful in such action, and, if requested by such person, shall advance such expenses to such person, subject to the provisions of **section 5.5** of these bylaws. In any such suit, the Company shall, to the fullest extent not prohibited by law, have the burden of proving that the claimant is not entitled to the requested indemnification or advancement of expenses.

5.8 ***Non-Exclusivity of Rights***. The indemnification and advancement of expenses provided by, or granted pursuant to, this **Article V** shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the

certificate of incorporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The Company is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advancement of expenses, to the fullest extent not prohibited by the NYBCL or other applicable law.

5.9 ***Insurance.*** The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of the NYBCL.

5.10 ***Survival.*** The rights to indemnification and advancement of expenses conferred by this **Article V** shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

5.11 ***Effect of Repeal or Modification.*** Any amendment, alteration or repeal of this **Article V** shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to such amendment, alteration or repeal.

5.12 ***Certain Definitions.*** For purposes of this **Article V**, references to the "***Company***" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this **Article V** with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued. For purposes of this **Article V**, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this **Article V**.

ARTICLE VI — STOCK

6.1 ***Stock Certificates; Partly Paid Shares.*** The shares of the Company shall be represented by certificates, *provided* that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Company by the Chairperson of the Board or Vice-Chairperson of

the Board, or the President or a Vice-President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Company shall not have power to issue a certificate in bearer form.

The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, or upon the books and records of the Company in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Company shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 ***Special Designation on Certificates***. If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; *provided* that, except as otherwise provided in Section 508 of the NYBCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock, a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Within a reasonable time after the issuance or transfer of uncertificated stock, the Company shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to this **section 6.2** or Section 508 of the NYBCL or with respect to this **section 6.2** a statement that the Company will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical.

6.3 ***Lost Certificates***. Except as provided in this **section 6.3**, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

6.4 ***Dividends***. The Board, subject to any restrictions contained in the certificate of incorporation or applicable law, may declare and pay dividends upon the shares of the Company's

capital stock. Dividends may be paid in cash, in property, or in shares of the Company's capital stock, subject to the provisions of the certificate of incorporation.

The Board may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

6.5 ***Stock Transfer Agreements***. The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the NYBCL.

6.6 ***Registered Stockholders***. The Company:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner;

(ii) shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares; and

(iii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of New York.

6.7 ***Transfers***. Transfers of record of shares of stock of the Company shall be made only upon its books by the holders thereof, in person or by an attorney duly authorized, and, if such stock is certificated, upon the surrender of a certificate or certificates for a like number of shares, properly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer.

ARTICLE VII — MANNER OF GIVING NOTICE AND WAIVER

7.1 ***Notice of Stockholder Meetings***. Notice of any meeting of stockholders, if mailed, is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the Company's records. An affidavit of the Secretary or an Assistant Secretary of the Company or of the transfer agent or other agent of the Company that the notice has been given shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

7.2 ***Notice by Electronic Transmission***. Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the NYBCL, the certificate of incorporation or these bylaws, any notice to stockholders given by the Company under any provision of the NYBCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any such consent shall be deemed revoked if:

(i) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent; and

(ii) such inability becomes known to the Secretary or an Assistant Secretary of the Company or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice;

(iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(iv) if by any other form of electronic transmission, when directed to the stockholder.

An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Company that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

An "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

7.3 ***Notice to Stockholders Sharing an Address***. Except as otherwise prohibited under the NYBCL, without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under the provisions of the NYBCL, the certificate of incorporation or these bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any stockholder who fails to object in writing to the Company, within 60 days of having been given written notice by the Company of its intention to send the single notice, shall be deemed to have consented to receiving such single written notice.

7.4 ***Notice to Person with Whom Communication is Unlawful***. Whenever notice is required to be given, under the NYBCL, the certificate of incorporation or these bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Company is such as to require the filing of a certificate under the NYBCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

7.5 ***Waiver of Notice.*** Whenever notice is required to be given under any provision of the NYBCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VIII — GENERAL MATTERS

8.1 ***Fiscal Year.*** The fiscal year of the Company shall be fixed by resolution of the Board and may be changed by the Board.

8.2 ***Seal.*** The Company may adopt a corporate seal, which shall be in such form as may be approved from time to time by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

8.3 ***Annual Report.*** The Company shall cause an annual report to be sent to the stockholders of the Company to the extent required by applicable law. If and so long as there are fewer than 100 holders of record of the Company's shares, the requirement of sending an annual report to the stockholders of the Company is expressly waived (to the extent permitted under applicable law).

8.4 ***Construction; Definitions.*** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the NYBCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE IX — AMENDMENTS

These bylaws may be adopted, amended or repealed by the stockholders entitled to vote. However, the Company may, in its certificate of incorporation, confer the power to adopt, amend or repeal bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.

A bylaw amendment adopted by stockholders which specifies the votes that shall be necessary for the election of directors shall not be further amended or repealed by the Board.

CERTIFICATE OF ADOPTION OF BYLAWS
OF
BLOOMFIELD INDUSTRIES INC.

The undersigned certifies that he is the duly elected, qualified and acting Secretary of Bloomfield Industries Inc., a New York corporation (the "***Company***"), and that the foregoing bylaws, comprising seventeen (17) pages, not including the cover sheet and table of contents, were adopted as the bylaws of the Company on March 12, 2015 by the sole incorporator of the Company.

The undersigned has executed this certificate as of April 15, 2015.

Richard Yost, Secretary

BLOOMFIELD INDUSTRIES INC.

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS

Pursuant to Sections 404(b) and 708(b) of the New York Business Corporation Law and the bylaws of Bloomfield Industries Inc., a New York corporation (the "***Company***"), the undersigned, constituting the sole member of the board of directors of the Company (the "***Board***"), hereby adopts the following resolutions:

Amended and Restated Certificate of Incorporation

RESOLVED: The Board hereby adopts and approves the amendment and restatement of the Company's Certificate of Incorporation to: (i) increase the number of authorized shares of Common Stock, no par value per share, to a total of 100,000,000 shares; and (ii) make certain other changes, all as set forth in the Amended and Restated Certificate of Incorporation in the form attached as **Exhibit A** hereto (the "***Amended and Restated Certificate***").

RESOLVED FURTHER: That the officers of the Company are authorized and empowered to execute the Amended and Restated Certificate and take all such action as such officers deem necessary or advisable to file the Amended and Restated Certificate with the New York Secretary of State and to cause the Amended and Restated Certificate to become effective.

Stock Split

RESOLVED FURTHER: That the Board hereby declares a stock split of 10:1 (the "***Stock Split***") on the Company's issued and outstanding shares of common stock, no par value per shares (the "***Common Stock***"), and, after giving effect to the Stock Split, the outstanding shares of Common Stock shall be held as follows:

Stockholder	Pre-Split Shares	Post-Split Shares
RGY Private Equity, LLC	800,000	8,000,000

RESOLVED FURTHER: That the Board hereby authorizes and instructs the appropriate officers to issue, or cause to be issued, and deliver to the Stockholder, a stock certificate representing the additional shares of Common Stock as a result of the Stock Split, which shares, when issued, shall be validly issued, fully paid and non-assessable.

RESOLVED FURTHER: That the Stock Split shall not affect the total number of authorized shares or par value of any of the Company's capital stock.

Issuance of Common Stock

RESOLVED: That the Company is authorized to sell and issue to the persons set forth below that number of shares of Common Stock indicated in the table below for such person (the "***Shares***") at a purchase price per Share of $0.01 and on the terms and conditions and for

the form of consideration set forth in the Restricted Stock Purchase Agreement in the form attached hereto as Exhibit A (the "***Purchase Agreements***"):

Purchaser	Shares
VS Holdings LLC	350,000
Scott Stein	400,000

RESOLVED FURTHER: That the Board determines that the purchase price per share of $0.01 in consideration for the Shares issued pursuant to the terms and conditions of the Purchase Agreements constitutes full and adequate consideration for the Shares, and that such Shares, when issued in accordance with the terms of the Purchase Agreements, will be fully-paid and nonassessable outstanding shares of Common Stock.

RESOLVED FURTHER: That the officers of the Company in consultation with legal counsel are authorized and directed to execute, verify and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal securities laws.

Amendment of 2015 Equity Incentive Plan

RESOLVED: That the Company's 2015 Equity Incentive Plan is hereby amended to increase the number of shares of Common Stock reserved and issuable thereunder to a total of 2,000,000 (the "***Amended Plan***").

RESOLVED FURTHER: That the officers of the Company are authorized and directed to solicit the consent of the stockholders to the adoption and approval of the Amended Plan.

Stock Option Grants

RESOLVED: That the Board hereby determines it to be in the best interests of the Company and its stockholders to grant to each of the individuals listed on **Annex A** (collectively, the "***Optionees***") options to purchase shares of Common Stock (collectively, the "***Options***") pursuant to the Company's 2015 Equity Incentive Plan, as amended (the "***Plan***").

RESOLVED: That the Board hereby determines in good faith, after consideration of such factors as it deems necessary and relevant, including, but not limited to, the Company's tangible and intangible assets, projections of future cash flows, comparisons to valuations of comparable public companies using various financial methodologies, the lack of marketability of the Common Stock, the start-up nature of the Company, current financial condition, business outlook, status of product development efforts and the fact that the Board does not expect there to be a change of control or an initial public offering during the 12-month period following the date hereof, that the fair market value of the Common Stock is $0.01 per share as of the date hereof.

RESOLVED FURTHER: That the Board hereby grants to each Optionee the Option to purchase the number of shares of Common Stock indicated next to such Optionee's name as set forth on **Annex A**, conditioned upon the execution by the Company and such Optionee of the standard form of Stock Option Agreement approved by the Board for use in connection with the Plan, as appropriately modified to reflect the terms and conditions set forth herein.

RESOLVED FURTHER: That the type of option, exercise price, vesting commencement date and vesting schedule for the Options shall be as set forth opposite such Optionee's name on **Annex A** hereto.

RESOLVED FURTHER: That the officers of the Company be, and each hereby individually is, authorized to effect the grant of the Options on behalf of the Company by entering into a Stock Option Agreement with each Optionee subject to the terms and conditions set forth herein.

RESOLVED FURTHER: That the officers of the Company be, and each hereby individually is, authorized and empowered to execute all documents and to take such action as such officer or officers may deem necessary or appropriate in order that the Company may issue the Options and the shares of Common Stock issuable upon exercise thereof in accordance with applicable state and federal securities laws.

Omnibus Resolutions

RESOLVED: That the officers of the Company be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the officers or any director of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

(*signature page follows*)

This action by written consent shall be effective as of the date the Company receives the consent of the Company's sole director. This action by unanimous written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by written consent shall be filed with the minutes of the proceedings of the board of directors of the Company.

Date: 6/2/15

Richard G. Yost

Annex A

STOCK OPTION GRANTS

Optionee	Option Grant	Type of Option	Vesting Start Date	Exercise Price Per Share	Vesting Schedule
Colette Bellefleur	[redacted]		May 20, 2015	$0.01	(1)
Frank Caliendo			May 20, 2015	$0.01	(1)
John Davis			May 20, 2015	$0.01	(2)
Charles Walgreen			May 20, 2015	$0.01	(2)

(1) 50% of the Shares subject to the Option will be immediately vested, 25% of the Shares subject to the Option shall vest on the first anniversary of the Vesting Start Date and 25% of the Shares subject to the Option shall vest on the second anniversary of the Vesting Start Date, subject to such Optionee's continuing eligibility as of such dates.

(2) One-third of the Shares subject to the Option will vest on the first anniversary of the Vesting Start Date, an additional one-third of the Shares subject to the Option will vest on the second anniversary of the Vesting Start Date, and the final one-third of the Shares subject to the Option will vest on the third anniversary of the Vesting Start Date, in each case subject to such Optionee's continuing eligibility as of such dates.

EXHIBIT A

Form of Restricted Stock Purchase Agreement

EXHIBIT B

Amended and Restated Certificate of Incorporation

AMENDED & RESTATED
CERTIFICATE OF INCORPORATION OF

BLOOMFIELD INDUSTRIES INC.

Under Section 807 of the New York Business Corporation Law ("***NYBCL***")

ARTICLE I

The name of the corporation is Bloomfield Industries Inc. (the "***Company***").

ARTICLE II

The Company's original Certificate of Incorporation was filed with the New York Department of State on March 12, 2015 (the "***Original Certificate***"). The Original Certificate is amended and restated in its entirety by this Amended and Restated Certificate of Incorporation (this "***Restated Certificate***"). This Restated Certificate was approved by the Company's board of directors (the "***Board***") and its stockholders in accordance with Section 803 of the NYBCL.

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Business Corporation Law. The Company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

ARTICLE IV

The county, within this state, in which the office of the Company is to be located is Richmond County.

ARTICLE V

The Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 100,000,000, with no par value per share.

ARTICLE VI

The Secretary of State is designated as agent of the corporation upon whom process against the corporation may be served. The address to which the Secretary of State shall mail a copy of any process accepted on behalf of the corporation is 201 Edward Curry Avenue, Staten Island, NY 10314.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the bylaws of the Company. Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Company.

ARTICLE VIII

To the fullest extent permitted by the New York General Corporation Law, as the same exists or as may hereafter be amended from time to time, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. If the New York General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the New York General Corporation Law, as so amended.

The Company shall indemnify, to the fullest extent permitted by applicable law, any director or officer of the Company who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***") by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

The Company shall have the power to indemnify, to the extent permitted by the New York General Corporation Law, as it presently exists or may hereafter be amended from time to time, any employee or agent of the Company who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Restated Certificate inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

Except as provided in **Article VIII** above, the Company reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, the undersigned, as the sole incorporator of the Company, have signed this Restated Certificate on May ___, 2015.

Richard G. Yost
President

Bloomfield Industries Inc.
Detailed Capitalization
As of 6/3/2015
Issued/Outstanding Shares
SSN/Tax ID = Excluded

Holder Name	Relation	Common Stock	Total Classes/Series Outstanding Shares	% of Total Classes/Series Outstanding Shares*	Options/SPRs Issued and/or Committed for Issuance	Total Outstanding Shares	% of Total Outstanding Shares*
Bellefleur, Colette	Employee	[redacted]					
Caliendo, Frank							
Davis, John							
RGY Private Equities LLC							
Stein, Scott							
VS Holdings LLC							
Walgreen, Charles							
Shares Remaining for Issuance under Plan(s):							
2015 EIP						1,810,000	16.8372
Grand Total		***8,750,000***	***8,750,000***	***100.0000***	***190,000***	***10,750,000***	***100.0000***

Footnotes:

* Percentage shown as "0" reflects a true percentage value of less than 0.0001.

"Outstanding" shares reflect the number of shares issued and outstanding "As Of" the date of the report, without applying the appropriate conversion ratio or aggregation/rounding parameters designated for each class/series.

All Preferred Series shares showing a "conversion ratio" column heading reflect the Common Stock issuable after (a) the appropriate conversion ratio is applied with regard to parameters set for aggregation/rounding for each class/series; and (b) such converted securities are aggregated by type (options, stock, warrants and CPNs) for the securityholder.

If the Series includes a layered conversion, i.e., it converts into another Series, and that other Series ultimately converts into Common Stock, please note that the Conversion Ratio reflects the layering.

The "Relation" will cover only the following "Roles" assigned: Employee, Consultant, Officer, Director (Board Member), Transferee.

Bloomfield Industries Inc.
Optionholder Report
As of 6/3/2015
SSN/Tax ID = Excluded and Address = Excluded

Holder Name	Relation	Plan Name	Board Approval Date	Early Exercise	Federal Exemption	Grant Date	Expiration Date	Grant No	Grant Type	No of Shares Granted	Exercise Price per Share	Vesting Start Date	Vesting Schedule	No of Shares Vested	No of Shares Exercised	No of Shares Subject to Repurchase	No of Shares Canceled	Outstanding	Outstanding Vested	Outstanding Unvested	Outstanding Exercisable
Bellefleur, Colette	Employee	2015 EIP																			
Caliendo, Frank		2015 EIP																			
Davis, John		2015 EIP																			
Walgreen, Charles		2015 EIP																			
Grand Total															*0*		*0*				

Footnotes:

The FMVs in the report have been displayed to show only 4 decimal places. However, for calculation purposes, it is based on the entire FMV of up to 15 decimal places, as indicated on the FMV report.

The Exercise Prices in the report have been displayed to show only 4 decimal places. However, for calculation purposes, it has been carried out to 15 decimal places, as applicable.

Local 338 **RWDSU/UFCW**

JOHN R. DURSO President | **JOSEPH FONTANO** Secretary-Treasurer | **JACK CAFFEY JR.** Executive Vice President | **DEBRA BOLLBACH** Recorder

LOCAL 338 RWDSU/UFCW — CELEBRATING 90 YEARS — EST 1925

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

May 26, 2015

Re: Labor Peace Agreement between Local 338, RWDSU/UFCW and Bloomfield Industries

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 (Bloomfield Industries) 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 / LABOR PEACE AGREEMENT
BY AND BETWEEN
Bloomfield Industries
AND
LOCAL 338, RWDSU/UFCW

By this Agreement dated May 6, 2015, Bloomfield Industries, 201 Edward Curry Ave, Staten Island, NY 10314 (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 shop designated in the notice, including job classifications, departments, street addresses and telephone numbers. 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 and it's managers 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 the obligations of this agreement 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 continues to violate this provision. The

Employer agrees to take prompt action to mitigate the effects of any violation, including informing employees of the Employer's position on organizing and the rights of employees to organize.

5. The Employer agrees to permit Union representatives access to the workplace to communicate with employees, including through the distribution of materials. Union representatives will not disrupt the Employer's operations or unreasonably interfere with employee production. At no time will the Union hold group meetings (2 or more employees) during work hours without Employer's consent.

6. The facility's highest level manager will advise its 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 $5,000 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. The arbitrator shall have complete authority to order Employer to recognize and bargain with the Union based on authorization cards or election petition signatures showing a majority of employees selected that party as their representative.

11. The Union and the Employer recognize that this Agreement is in their mutual best interests and therefore agree to prevent evasion of the terms of this Agreement through the use of contractors and/or subcontractors. To comply with the spirit of this Agreement, the Employer shall, as a condition of its relationship with any contractor and/or subcontractor for the purpose of acquiring, growing, possessing, manufacturing, selling, delivering, transporting, distributing or dispensing marijuana for certified medical use, require that: (a) the contractor and/or subcontractor enter into a neutrality agreement with the Union; and (b) immediately notify the Union when seeking to form a business relationship with the contractor and/or subcontractor.

12. Labor Peace 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.

13. If the Employer is not issued a license by New York State, or loses its license through no fault of its own, to operate its business relating to medical cannabis, this Agreement shall be deemed null and void.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 6th day of May, 2015, by their duly authorized representatives.

LOCAL 338, RWSDU/UFCW

By: _____

Date: 5/15/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: Nilda Katemar

Bloomfield Industries

By: Scott Stein

Date: May 6, 2015

Name: Scott M. Stein

Title: Board Member

NEUTRALITY / LABOR PEACE AGREEMENT
BY AND BETWEEN
Bloomfield Industries
AND
LOCAL 338, RWDSU/UFCW

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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 shop designated in the notice, including job classifications, departments, street addresses and telephone numbers. 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.

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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 $5,000 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

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LOCAL 338, RWSDU/UFCW

By: _____

Date: 5/15/15

Name: Joseph Fontano

Title: Secretary-Treasurer

Witness: _____

Bloomfield Industries

By: _____

Date: May 6, 2015

Name: Scott M. Stein

Title: Board Member

Name / Firm name	Consulting Agreement Scope	Agreement Effective Date	Financial Terms/Compensation	Bloomfield Role post Licensing
Saint James Global, Inc.	Application Consulting inclusive of Team Recruitment, Financial planning, Real estate acquisition and development, Architectural design and engineering services, facilities and equipment use, Graphics design, and coordination		$575,174.80	
Scott Stein	Application development and then Board Member	15-Mar	Equity	Board of Director
Colette Bellefluer	App dev then COO	15-Apr	[redacted]	COO
Mike Jackson, B2B CFO	Financial Modeling then outsourced accounting services	15-Mar		Financial Consulting and outsourced Accounting / Bookeeping
Jill Lamoureux	Application reasearch and writing			Consultant for App formation working wth SJG
Julie Prom	Application Development and then Pateint Outreach Coordinator	15-Apr		Patient Outreach Coordinator and Community Educator
Christie Lunsford	Application Development	14-Apr		
Bob Corbo	SOP Development, then Dir of Quality Assurance	15-Mar		Dir. Quality Assurance
Bob Podstawski	SOP Development, then Dir of Facilities	15-Mar		Dir of Facilities
L.K. Harris Consulting	Application Development, then Chief Compliance officer			Chief Compliance Officer
Roy Anise	Application Development then CEO	15-Apr		CEO
Alan Deehan	Real Estate Acquisition consultant, then Dir of realestate	15-Mar		Director of Real Estate
Remy Kachadourian, Ph D	Application Development, then Dir of Internal Testing			Director of Internal Testing
Andrew Defires, Ph D	Application Development			

Attachment H – Security Plan: Manufacturing and Dispensing Facilities

Introduction

Bloomfield Industries, Inc. (Bloomfield) is committed to properly securing all marijuana, medical marijuana products, our patients, and our employees. We understand the obligation that we have to our community and the citizens of New York to ensure that we are good stewards of a license to operate. Our security plan details extensive security provisions in compliance with the regulations published by the Department and in practice in both pharmacopeia and the precious gems industries. Our Security Director has recently retired as a two star chief from the New York Police Department (NYPD) with vast experience managing post-9-11 threats, as well as every day protection of New York City residence and businesses. G4S, a global provider of private security with 50,000 guards in the U.S., was consulted with and will be retained to handle cash transportation and off-site redundant monitoring. All measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the Bloomfield manufacturing facility are addressed throughout. Theft and diversion prevention of medical marijuana products from any facility we operate are addressed here as well. Access to facilities is limited to certified patients, designated caregivers, employees, and those persons allowed access in accordance with Department regulations. The policies established here will be strictly enforced, as Bloomfield operates in a high security risk environment.

Bloomfield will install the most current commercially viable state of the art security system to prevent and detect diversion, theft, or loss of marijuana and marijuana products or unauthorized intrusion. Each facility will prominently display security system and time-lock safe notification signage.

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

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

Procedures contained here include measures to aid in the development of strong partnerships with local law enforcement agencies, prevent unwanted individuals from remaining on the premises, and ensure compliance with Department guidelines for marijuana disposal. Information Technology security measures are included with procedures for maintaining confidentiality as required by law.

Operational Requirements

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

Security Plan Components Applicable to All Bloomfield Facilities

Emergency Contacts

Emergency contacts will be posted at every facility. Phone numbers for the alarm company, surveillance company, fire department, police department, Department of Health contact, and 911 will be posted and updated as needed.

Changes to Security Plan

Any Department security directives will be incorporated into this plan. Any changes to this Security Plan will be reviewed, approved, and documented. Any changes will also be distributed to employees and re-training will be scheduled as soon as possible if required.

Communication with Law Enforcement

The Director of Facilities will maintain a list of non-emergency police department contacts for each facility. The Director of Facilities will maintain regular communication with each contact advising of any changes in security procedures. Bloomfield aims to develop strong partnerships with the local law enforcement agencies. The Director of Facilities will engage these agencies to support the company's security mission through collaborative training, observation patrols, rapid response to incidents, and proactive meetings.

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

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

Equipment to be Maintained

The Director of Facilities will schedule and oversee all maintenance of security equipment in accordance with manufacturer recommendations. Any equipment failure identified will be corrected as soon as possible. All security equipment will be in good working order and will be inspected and tested at regular intervals.

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

Manufacturing Facility

Bloomfield operates in a high security risk environment. The safety and security of our patients and staff is our primary concern. Internal and external security threats to the company exist relating to physical, cyber, and procedural security for all facilities and operations. It is the responsibility of every employee to aid in the security of the company through prevention, awareness, reporting, and responsible incident management. When this plan references other sections or documents, it is important to review them in detail.

The policies and information used in response to the regulations are the “system” that is designed to protect the employees and facility itself while mitigating risk associated with the loss, theft, or diversion of marijuana and medical marijuana products.

This “program” addresses:

- A detailed description of the process that Bloomfield will take to ensure that access to the manufacturing facility premises is strictly limited to authorized people.
- A detailed description of any processes or controls that will be implemented to prevent the diversion, theft, or loss of marijuana or medical marijuana products.

Objective

The goal of the Security Management Program (SMP) is to create an environment for the production of medical marijuana in a manner that protects against the risk of diversion, theft, or loss and which provides for the safety of all employees and patients. This environment is created by strict adherence to the regulations set forth by the State of New York. The Program is designed with the view that Security is a state or condition that fluctuates within a continuum and, therefore, the program will be adjusted as needed to provide appropriate response as the environment and personal conditions change.

Responsibility

The Director of Security is responsible for the Security Management Program at all Bloomfield facilities. The Director of Facilities, working in conjunction with the Director of Security, provides the necessary leadership to meet the requirements set by the State of New York to provide response to changing conditions.

Overview

The State of New York provides regulations designed to prevent the loss, theft, or diversion of medical marijuana in manufacturing facilities. These regulations serve as the standard for Bloomfield in the design and implementation of the Security Program. This document serves as an overview of the measures taken to meet the regulations but more importantly, to provide a safe working environment while protecting against theft, loss, or diversion. The attachments to this document provide more specific information on actual policies, Security System Technology, and Security Staffing.

Security Program Implementation

- The Director of Security oversees the implementation of the management plan at the facility.

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

Manufacturing Facility: Regulatory Compliance Protocols

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

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

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BLOOMFIELD INDUSTRIES INC.
(A Development Stage Corporation)

FINANCIAL STATEMENTS

MAY 15, 2015

and

INDEPENDENT AUDITOR'S REPORT

BLOOMFIELD INDUSTRIES INC
(A Development Stage Corporation)

FINANCIAL STATEMENTS

May 15, 2015

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VICTOR J. MORONE, CPA
ADDISON R. TRISMEN, CPA
ANTHONY J. SANTO, CPA

Independent Auditor's Report

To the Shareholders of
Bloomfield Industries Inc.
(A Development Stage Corporation)

We have audited the accompanying financial statements of Bloomfield Industries Inc. (A Development Stage Corporation), (a New York Corporation) as of May 15, 2015 and the related statements of operations and deficit accumulated during development stage, changes in shareholders' equity, and cash flows for the period from inception (March 12, 2015) to May 15, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

Management's Responsibility to the Financial Statements -

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility -

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States Of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit involves performing procedures to obtain audit evidence about the amounts and dislosures in the financial statements. The procedures selected depend on the auditor's judgement, 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 Bloomfield Industries Inc. (A Development Stage Corporation) as of May 15, 2015, and the results of its operations and deficit accumulated during development stage, changes in shareholders' equity, and cash flows for the period from inception (March 12, 2015) to May 15, 2105, in conformity with accounting principles generally accepted in the United States Of America..

Henry F. Malarkey & Co., P.C.
Certified Public Accountants

Staten Island, New York
June 3, 2015

BLOOMFIELD INDUSTRIES INC
(A Development Stage Corporation)

Balance Sheet
May 15, 2015

ASSETS

Cash:	
Checking	$ 243,005
Savings	4,000,004
Total assets	$ 4,243,009

LIABILITIES AND SHAREHOLDERS' EQUITY

Liabilities

Accounts payable	$ 586,449
Note payable	4,000,000
Total liabilities	4,586,449

Shareholders' Equity

Common stock	250,000
Deficit accumulate during development stage	(593,440)
Total shareholders' equity	(343,440)
Total liabilities and shareholders' equity	$ 4,243,009

The accompanying notes are an integral part of this statement.

BLOOMFIELD INDUSTRIES INC.
(A Development Stage Corporation)

Statement of Operations and Deficit Accumulated
During Development Stage

Period from Inception (March 12, 2015) through May 15, 2015

Expenses:	
Bank service charges	$ 40
Consulting fees	575,175
Professional fees	18,244
Total expenses	593,459
Other income:	
Interest income	19
Net Loss	$(593,440)

The accompanying notes are an integral part of this statements.

BLOOMFIELD INDUSTRIES INC.
(A Development Stage Corporation)

Statement of Changes in Shareholders' Equity
Period from Inception (March 12, 2015) through May 15, 2015

	Common Stock Issued	Additional Paid -in Capital	Deficit Accumulated During Development Stage	Total
Balance at inception (March 12, 2015)	$	$	$	$
Issuance of 800,000 initial shares At No Par Value	250,000			250,000
Net loss for period			(593,440)	(593,440)
Balance at May 15, 2015	$ 250,000	$	$ (593,440)	$(343,440)

The accompanying notes are an integral part of this statement.

BLOOMFIELD INDUSTRIES INC.
(A Development Stage Corporation)

Statement of Cash Flows
Period from inception (March 12, 2015) through May 15, 2015

Cash flows from operating activities:	
Net income (Loss)	$ (593,440)
Adjustment to reconcile net loss to net cash used in operating activities:	
Accounts payable	586,449
Net cash used in operating activities	(6,991)
Cash flows from financing activities	
Note payable	4,000,000
Common stock	250,000
Net cash provided by financing activities	4,250,000
Net increase in cash and cash equivalents	4,243,009
Cash at beginning of period	0
Cash at end of period	$ 4,243,009

The accompanying notes are an integral part of this statement.

BLOOMFIELD INDUSTRIES INC.
(A Development Stage Corporation)

Notes to Financial Statements
May 15, 2015

Note A. Nature of Operations and Summary of Accounting Policies

Nature of Operations:

Bloomfield Industries Inc. (The "Company") which is in the development stage, was incorporated in the State of New York on March 12, 2015, for the primary purpose of delivering scientifically proven pharmaceutical-grade, cannabis-based therapies to certified patients with serious medical conditions throughout New York State. Founded by a born and bred New Yorker and currently headquartered in Staten Island, the New York (NY) Corporation is committed to grow, manufacture and dispense pharmaceutical-grade cannabis that meets-even exceeds- the rigorous regulatory standards established by New York State and on par with federally regulated standards as applied to food and pharmaceutical companies.

A summary of thee Company's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

Cash and Cash Equivalents

For purpose of reporting cash flows, the Company considers cash and cash equivalents as highly-liquid investments purchased with an original maturity of three months or less.

Common Stock

The common stock will have no par value. Initially, 10,000,000 shares have been authorized. 800,000 shares have been issued to RGY Private Equities LLC, a single member LLC. Richard Yost is the sole member, and the initial capital contribution for the common stock was $ 250,000.

Office Lease

The Company shares office space with a related party RGY Private Equities LLC. The Company has not signed a new lease agreement and is currently occupying this office space month-to-month rent free.

Note A. Nature of Operations and Summary of Accounting Policies (cont.)

Subsequent Events

Management has evaluated subsequent events for recognition and disclosure in the financial statements through June 3, 2015, which is the date the financial statements were available to be issued. On March 20, 2015, the Company Board of Directors adopted by unanimous written consent, and declared a stock split of 10:1. (the "Stock Split") on the Company's issued and outstanding shares of common stock, no par value per shares (the "Common Stock"), and, after giving effect to the Stock Split, the outstanding shares of Common Stock shall be held as follows:

Stockholder	Pre-Split Shares	Post-Split Shares
RGY Private Equity LLC	800,000	8,000,000

Note B. Concentration of Credit Risk

The Company maintains its cash balances in one financial institution, Bank of America NA, located in Staten Island, NY, which exceeds federally insured limits. The Company has not experienced any losses in such account as of May 15, 2015.

Note C. Income Taxes

The Company will file a federal income tax return with the Internal Revenue Service and the State of New York at the end of calendar year 2015. Temporary differences between financial reporting and tax are not expected to be significant. The Company has estimated tax net operating losses of approximately $ 600,000 expiring in 2035. A deferred tax asset for net operating loss carryforward was not established due to the development stage of the Company.

As of May 15, 2015, the Company has recognized in the financial statements the effects of all tax positions and continually evaluates expiring statutes of limitations, audits, changes in tax law and new authoritative rulings. The Company is not aware of any circumstances or events that make it reasonably possible that unrecognized tax benefits may increase or decrease within 12 months of the balance sheet date. Penalties and interest assessed by taxing authorities are included in the provision for income taxes, if applicable. There were no interest or penalties paid during 2015.

BLOOMFIELD INDUSTRIES INC.
(A Development Stage Corporation)

Notes to Financial Statements (cont.)
May 15, 2015

Note D. Accounts Payable:

Accounts payable consist of the following:

Saint James Global	$ 575,175
Colette Bellefleur	[redacted]
	$ [redacted]

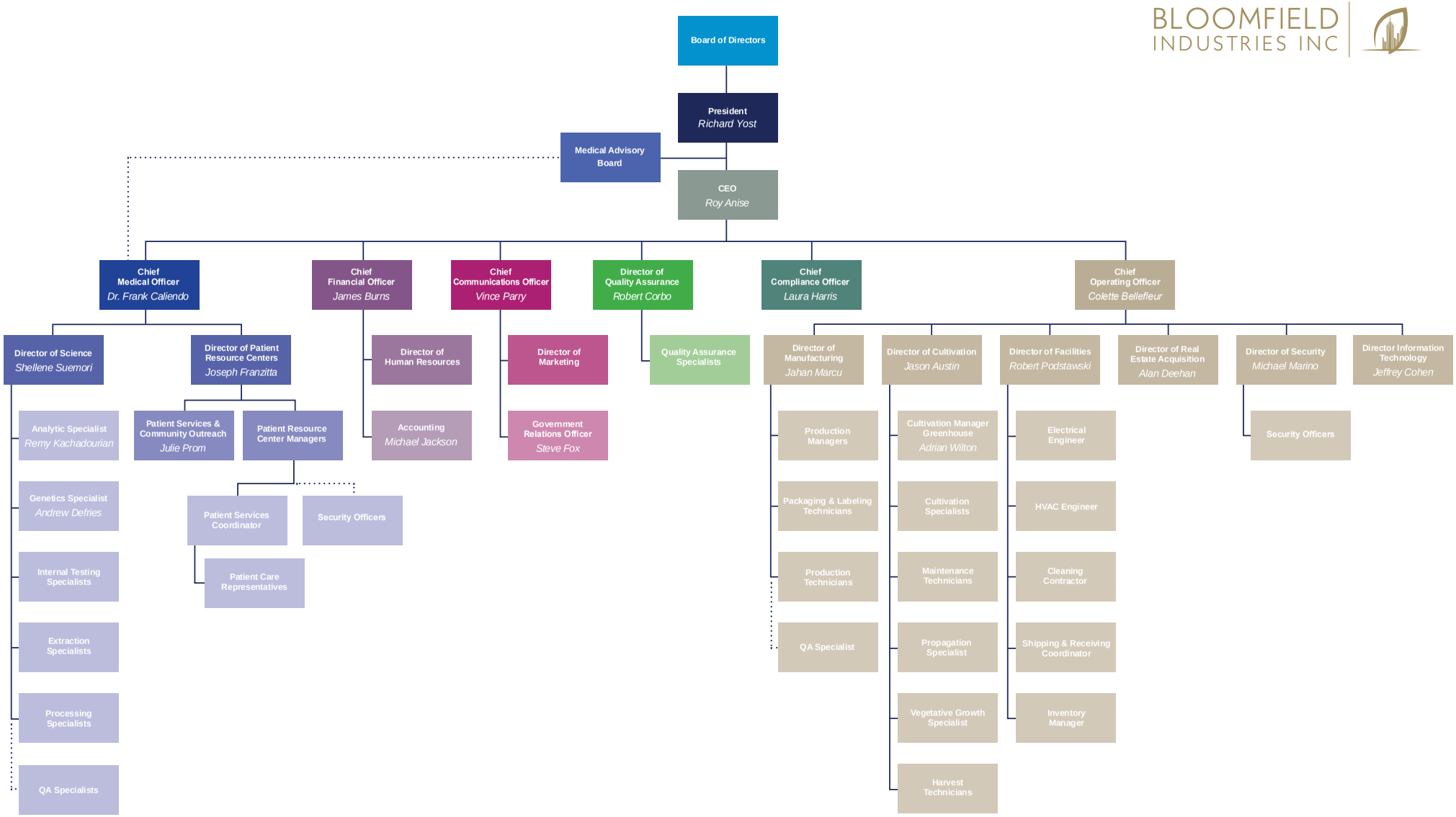
Note E. Note Payable

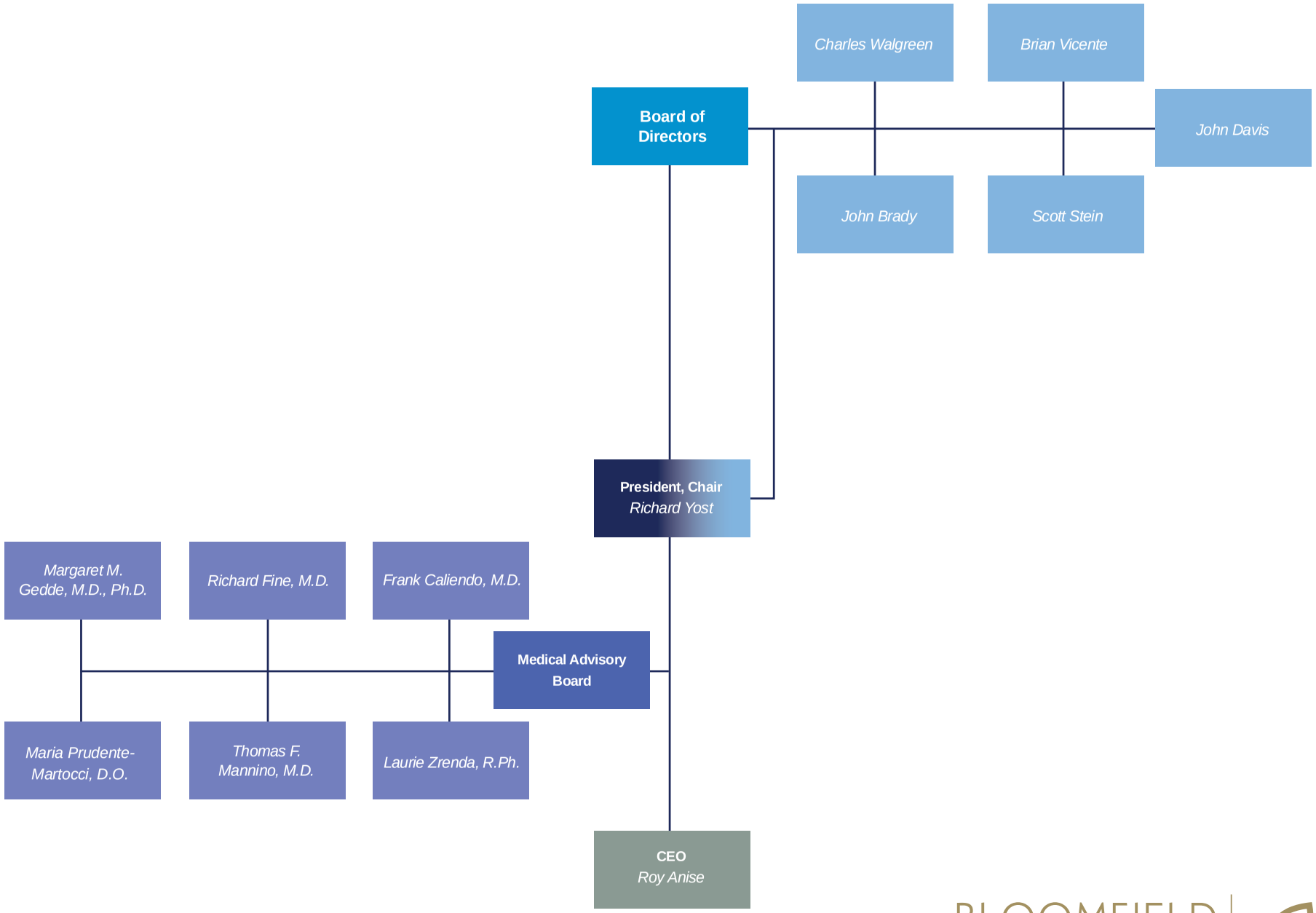
On May 15, 2015, a promissory note in the amount of $ 4,000,000 with interest due at 3 percent per annum, payable annually on May 15. The promissory note matures on December 15, 2025. The promissory note is payable to Lisa Addeo, a related party (The Lender). Lender shall have an option to convert this Note, in part or whole, by providing written notice and without any further action by Lender, into common stock of the Corporate Maker at a conversation price based on market value of the Maker Corporation as a whole or at the per share price paid by investors for any other financing at the time of the closing of such financing.

Note F. Related Party Transaction

The Company occupies office space leased by RGY Private Equities LLC, a single member LLC owned 100% by stockholder of Bloomfield Industries Inc., on a month to month rent free basis. Note payable of $ 4,000,000 is owed to family member of the stockholder.

BLOOMFIELD INDUSTRIES INC





BLOOMFIELD INDUSTRIES INC

Attachment J – Staffing Plan

Introduction

Bloomfield Industries is committed to building an organization that will be recognized in New York State – as well as internationally – as delivering new benchmarks in quality medical marijuana products, regulatory compliance, leadership integrity, cultural integration, financial transparency, community safety, and compassion for patients. This is both an organization and extended staff team that is serious about the transformative power of plant-based medicine.

Over the past seven months, President Richard Yost has assembled a driven, intelligent, and experienced management team with established business acumen. The current leadership team is a talented and diverse group of leading medical marijuana, dispensary, retail pharmacy, pharmaceutical, medical, regulatory, horticultural, greenhouse, formulation, construction, economic, legal, security, and service-delivery industry experts with proven experience across multiple industries. Bloomfield's team includes:

A member of the Board of Directors who is a member of the Walgreen family, with more than 20 years experience working in key positions within the Walgreen Company;

A Chief Compliance Officer, who was the Director of the (Colorado) State Department of Revenue's Medical Marijuana Enforcement Division and was in charge of regulating hundreds of medical marijuana dispensaries;

A Chief Medical Officer who is Chief of Colon and Rectal Surgery at Long Island Jewish Medical Center;

A Director of Quality Assurance with nearly 30 years of experience as a pharmaceutical professional fluent in both outsourced and in-house product development, manufacturing, quality control, and quality assurance;

A Director of Manufacturing who is a cannabinoid research scientist with extensive experience in the plant science and medicinal cannabinoid field.

A Director of Security who is a decorated law enforcement leader with 77 citations for bravery, meritorious service, and police duty excellence, including New York City's "Police Officer of the Year" in 2000; and

A member of the Board of Directors who is a founding partner at a Denver-based law firm that has helped hundreds of medical marijuana businesses comply with state and local laws, regulations, and ordinances.

All members of the team are 100% committed to compassionately serve patients with rigorous attention to the regulatory standards defined by New York State. Once licensed, this core team will be expanded to enable rapid build out with a timeline of being operational within 150 days to achieve first-to-market daily operations that are managed with a focus on quality, accuracy, and compassion.

Bloomfield's national team of experts and advisors understand:

1) Cultivation methods that work in harmony with nature without harming the natural environment or the people who live and work in it.

2) Compliance with regulated, pharmaceutical-grade manufacturing and distribution of marijuana-based medicine.

3) Safe, secure, and aesthetically pleasing facilities that ensure a compassionate patient experience, as well as productive and creative employees committed to protecting public health and safety in the communities that we serve.

This team of experts has developed the Company's operations plan based on their specific areas of expertise, and defined Bloomfield Industries' vision, mission, values, and goals. The team is composed of industry expert consultants who have already assembled complete Standard Operating Procedures for every function of our business.

This Staffing Plan details the processes the Director of Human Resources will use to manage Bloomfield Industries staff in order to provide patient accessibility and cultivation operations in compliance with state law and Department regulations.

The Director of Human Resources will review and update the Staffing Plan annually as the company proceeds through the business life cycle including the start-up, growth, establishment, expansion, and maturity stages. The Director of Human Resources will determine how to fill each position needed utilizing staff or outside resources. The Chief Executive Officer will approve the Staffing Plan annually. The Director of Human Resources will document plan failures and improvements to be implemented for each review period.

Mandatory Staffing Plan Components

Bloomfield Industries' Staffing Plan is required to demonstrate accessible business hours and safe cultivation conditions and is maintained and updated by the Director of Human Resources. The Staffing Plan applies to all staff involved in activities related to the cultivation of marijuana, the manufacturing and dispensing of approved medical marijuana products, and staff with oversight responsibilities for such activities.

Current Good Manufacturing Practice (cGMP) Guidelines

Only individuals who are qualified to properly perform their assigned job responsibilities will be hired. These employee qualifications and their compliance with applicable New York State regulations will be documented and may consist of formal education, work experience, criminal history background checks, in-house training, or combination thereof. Bloomfield Industries will follow these cGMP guidelines on responsibilities:

1. It is the responsibility of all employees to provide documentation of previous education and work experience and participate in ongoing, in-house training programs.
2. The unit managers are responsible for assigning job responsibilities consistent with their employee's demonstrated qualifications.
3. The Director of Human Resources will be responsible for assuring all employees have the required qualifications and employee background checks.
4. The Director of Quality Assurance, in coordination with the Director of Human Resources, is responsible for maintaining accurate records of each employee's relevant qualifications including in-house training records.

Staffing Qualifications

- Documentation of each employee's formal education (e.g., degrees completed, courses taken, etc.) will be kept on file.
- Where appropriate, a summary of previous work experience (i.e., a resume) will be adequate documentation to demonstrate an employee's qualifications to perform or supervise facility operations.

Staffing Training

- All employees will attend in-house training conducted by qualified individuals in Current Good Manufacturing Practice (cGMPs), general sanitary practices, and in the specific Standard Operating Procedures (SOPs) that pertain to their assigned work responsibilities.
- Such training will be performed on an ongoing basis to assure the employee is familiar with these procedures and practices. A written record documenting the completed individual training procedures will be signed by the participants and trainer during each training session.

Staffing Guidelines and Restrictions

- Senior staff members will include at least one individual with a minimum of 10 years of experience in good agricultural practices (GAP).
- Quality Assurance will include an officer who will exercise oversight of the organization's practices and procedures, and who has documented training and experience in quality assurance and quality control procedures.
- All staff members will be 21 years of age or older.
- All staff members who could potentially come in contact with or handle marijuana or medical marijuana products will not include anyone who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the public health law.
- All staff members who could potentially come in contact with or handle marijuana or medical marijuana products will not include anyone who has been convicted of a felony or had a registration or license suspended or revoked in any administrative or judicial proceeding.
- All staff members who could potentially come in contact with or handle marijuana or medical marijuana products will 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

Staff Hygiene

- Staff engaged in the manufacture, processing, packing, or holding of medical marijuana products will wear clean clothing appropriate for the duties they perform. Protective

apparel, such as head, face, hand, and arm coverings, will be worn as necessary to protect products from contamination.

- Any person shown at any time to have an apparent illness or open lesions that may adversely affect the safety or quality of a product will be excluded from direct contact with components, product containers, closures, in-process materials, and finished products. All staff will be instructed to inform their supervisor of any health conditions that may have an adverse effect on a product. All staff will practice good sanitation and health habits.

Staffing Quality Assurance

It is Bloomfield Industries staffing policy to comply with FDA and cGMP requirements. The Director of Human Resources is responsible for maintaining accurate records of each employee's relevant qualifications, including in-house training records. The Director of Quality Assurance, in coordination with the Director of Human Resources, will exercise oversight of the organization's practices and procedures and ensure:

- There is an adequate number of qualified staff to perform and supervise the cultivation, manufacture, processing, packing, holding, shipment, or dispensing of medical marijuana products.
- Only staff authorized by supervisory staff will enter those areas of the buildings and facilities designated as a limited- or restricted-access area. Records will be maintained identifying those areas individuals who are authorized to enter.
- Consultants advising on the manufacture, processing, packing, holding, shipment, or dispensing of medical marijuana products will have sufficient education, training, and experience, or any combination thereof, to advise on the subject for which they are retained. Records will be maintained with the name, address, and qualifications of any consultants and the type of service they provide.
- There is one or more employees assigned to supervise overall sanitation. Each of these supervisors will be qualified by education, training, or experience to develop and supervise sanitation procedures.
- Staff will be selected based on their scientific and technical understanding, product knowledge, process knowledge, and/or risk assessment abilities to appropriately execute certain quality functions.

- Continued training will ensure that the employees remain proficient in their operational functions and in their understanding of cGMP regulations.
- Training will address the policies, processes, procedures, and written instructions related to operational activities, the product/service, the quality system, and the desired work culture.

Executive Staff

Chief Executive Officer: The Chief Executive Officer, in partnership with the President and Board of Directors, provides leadership in achieving the Bloomfield Industries' vision, mission, strategy, and annual goals. The Chief Executive Officer is responsible for leading the Management Team, initial staffing, and communicating and cooperating with the Department.

Chief Operating Officer: The Chief Operating Officer reports to the CEO and is responsible for day-to-day operations and the development, design, operation, and improvement of the systems that create and deliver Bloomfield Industries' medical marijuana products to patients and to ensure quality and compliance in all aspects Bloomfield's operations, as well as all aspects of safety and security. The COO is responsible for driving performance measures for the operation (including a consideration of efficiency versus effectiveness), often in the form of dashboards convenient for review of high-level key results indicators

Chief Medical Officer: The Chief Medical Officer reports to the Chief Executive Officer. The Chief Medical Officer will be licensed, in good standing as a physician, as defined in Article 131 of the Education Law, in New York State. The Chief Medical Officer will work closely with the Chief Executive Officer in the development and implementation of Patient Resource Centers' strategies, policies, and procedures, and staff training to ensure organizational effectiveness and compliance with rules and regulations.

Chief Compliance Officer: The Chief Compliance Officer reports directly to the CEO and functions as an independent and objective body that reviews and evaluates compliance issues/concerns across Bloomfield Industries. The position ensures the Board of Directors, management, and employees are in compliance with the rules and regulations of the Department of Health, that company policies and procedures are being followed, and that behavior in the organization meets the company's standards of conduct. The Chief Compliance Officer develops, initiates, maintains, and revises policies and procedures for the general

operation of the Compliance Program and its related activities to prevent illegal, unethical, or improper conduct, as well as manages day-to-day operation of the compliance program.

Chief Financial Officer: The Chief Financial Officer (CFO) provides both operational and programmatic support to the organization. The CFO supervises the finance unit and is the chief financial spokesperson for the organization. The CFO reports directly to the President/Chief Executive Officer (CEO) and directly assists the Chief Operating Officer (COO) on all strategic and tactical matters as they relate to budget management, cost benefit analysis, forecasting needs, and the securing of new funding.

Chief Communications Officer: The Chief Communications Officer reports to the CEO and is responsible for the development of strategic communications plans and the implementation of communications events and activities that interact with customers, the public, the media, and employees of Bloomfield Industries. The Chief Communications Officer builds and sustains a company's reputation for quality, reliability, and customer satisfaction, writes and delivers press releases, and handles all communication sent to the public. Primary responsibilities include managing the Company's brand and reputation and ensuring the public views the organization favorably.

Finance/IT/Corporate Communications Staff

Director Information Technology: The Director of Information Technology (IT) reports to the Chief Operating Officer and oversees the information technology strategy for Bloomfield, as well as develops and implements the policies and goals for the IT department.

Director of Human Resources: The Director of Human Resources of Bloomfield Industries reports to the Chief Financial Officer and is responsible for supervising and providing consultation to management on strategic staffing plans, compensation, benefits, training and development, budget, and labor relations. Bloomfield's Director of Human Resources will also to take a leadership role in developing a culture that enables Bloomfield employees to perform in accordance with the organization's objectives.

Bloomfield's HR director supervises staff and will report to the Chief Financial Officer and the Chief Executive Officer on issues regarding implementation of policies and procedures, safety of the workforce, recruiting and hiring high-performing employees, and labor, legislative, and other human resources issues.

Government Relations Officer: The Government Relations Officer reports to the Chief Communications Officer and is responsible for working with state, local, and federal governments, as well as the media to help Bloomfield meet legislative goals by creating policy proposals and working with government agencies and citizens. The Government Relations Officer may perform research, manage internal and external communication, and contact various media outlets. The Government Relations Officer will also oversee and help coordinate the work of any contract lobbyists hired by Bloomfield to lobby on the local, state, or federal level.

Security Staff

Director of Security: The Security Director reports to the Chief Operating Officer and will oversee the installation and operation of security systems, ensure compliance with all rules and regulations, and supervise Security Officers in all Bloomfield Industries' facilities, as well as ensure safety protocols for all medical marijuana products in transport to Bloomfield facilities. The Security Director is responsible for all security-related matters and will work closely with the unit directors and the unit mangers to ensure security protocols are being followed.

Security Officers: Security Officers work under the supervision of the Director of Security and are responsible for implementing and improving security protocols. The Security Officers are responsible for authorizing entrance and departure from all Bloomfield Industries' facilities.

Quality Assurance Staff

Director of Quality Assurance: The Director of Quality Assurance at Bloomfield Industries reports directly to the CEO. Quality is one of Bloomfield Industries' top priorities. The Director of Quality Assurance is responsible for planning and directing quality assurance policies, programs, and initiatives. Bloomfield has quality assurance technicians embedded in its cultivation and manufacturing departments as well as quality focus in the dispensing facilities as well. Bloomfield's Director of Quality Assurance directs process and product testing to ensure quality standards are met during production – both in the cultivation and manufacturing stages.

Quality Assurance Specialists: The Quality Assurance Specialist reports to the Director of Quality Assurance. The Quality Assurance Specialist is responsible for ensuring that medical marijuana products meet the standards of quality, including reliability, usability, safety,

packaging, labeling, and performance. This position is part of the manufacturing team and has a dotted line responsibility to the both the Director of Science and the Director of Manufacturing.

Facilities Staff

Director of Real Estate Acquisition: The Director of Real Estate Acquisition reports to the Chief Operating Officer and is responsible for managing site selection, and acquisition of new locations then transition to the management of Bloomfield's real estate portfolio. Bloomfield's Real Estate Director will or has conducted site due diligence, negotiated deal terms leases and lease exhibits, and will oversee the transition from lease negotiation to design and construction.

Director of Facilities: The Director of Facilities reports to the Chief Operating Officer and will oversee the functioning of building systems including mechanical, electrical, fire/life safety, and elevators, as well as manage the maintenance of buildings and grounds. The Director of Facilities will also oversee all contractors throughout facility renovation projects entailing HVAC, electrical systems, and production floor arrangement.

Shipping & Receiving Coordinator: The Shipping and Receiving Coordinator reports to the Director of Facilities and supervises and coordinates activities of workers engaged in verifying and keeping records on incoming and outgoing shipments, as well as preparing items for shipment to Patient Resource Centers.

Inventory Manager: At Bloomfield Industries, the Inventory Manager has the responsibility of keeping and protecting inventory from damage, theft and loss as well as performing inventory counts. The Inventory Manager is responsible for ensuring that incoming product is receipted and managed appropriately according to company procedures; ensuring materials are ready and available for production as and when required; and accuracy of the inventory. The Inventory Manager oversees the proper and timely ordering and distribution of all products, merchandise, and office supplies at all locations. The Inventory Manager executes inventory procedures using the company's software, and responds to any discrepancies by notifying management and investigating reasons for the discrepancy.

Cultivation Staff

Director of Cultivation: The Director of Cultivation reports to Chief Operating Officer. The Director of Cultivation is responsible for supervising all phases of cultivation operations including: regulatory compliance to New York Medical Marijuana state law regarding production,

quality control, maintenance, receiving, and shipping. The Director of Cultivation is also responsible for recruiting, hiring, and training cultivation personnel. The Director of Cultivation will randomly select medical marijuana forms and send them to the external testing facility.

In addition, the Director of Cultivation will be responsible for annual budget planning, execution, and works closely with the manufacturing team to oversee GAP increase productivity and profitability within the production operation. This person must be trained and have at least seven years of experience, including best practices in both managerial and GAP platforms.

Cultivation Manager: The Cultivation Manager reports to the Director of Cultivation. The Cultivation Manager is responsible for assisting the Director in the supervision of all phases of cultivation operations including: regulatory compliance to New York Medical Marijuana state law regarding production, quality control, maintenance, receiving, and shipping. Responsibilities also include recruiting, hiring and training cultivation personnel. The Cultivation Manager shall work closely with the Quality Assurance staff to ensure the purity and quality of all marijuana cultivated for manufacturing purposes.

In addition the Cultivation Manager will be responsible for purchasing materials used in daily operations. This team member will work closely with the manufacturing team to oversee GAP increase productivity and profitability within the production operation. This person must be trained and have at least 3 years of experience including best practices in both managerial and GAP platforms.

Propagation Specialists: The Propagation Specialists report to the Cultivation Manager and maintain plant inventory through propagation techniques. Propagation Specialists maintain all crop records, apply GAP procedures in all plant care procedures. This team member works closely with other team members to ensure proper plant production schedules. These employees must receive GAP training and have at least one year of experience in horticulture or agriculture.

Vegetative Growth Specialists: The Vegetative Growth Specialists report to the Cultivation Manager and maintain crops through the vegetative phase of growth. Vegetative Growth Specialists maintain all crop records, apply GAP procedures in all plant care procedures, This team member works closely with other team members to ensure proper plant production schedules. These employees must receive GAP training and have at least two years of experience in horticulture or agriculture.

Cultivation Specialists: The Cultivation Specialists report to the Cultivation Manager. Cultivation Specialists oversee the flowering phase of the cultivation process. Cultivation Specialists must maintain all crop records and apply GAP procedures in all plant care procedures. This team member works closely with other team members to ensure proper plant production schedules. These employees must receive GAP training and have at least three years of experience in horticulture or agriculture.

Harvest Technicians: Harvest Technicians report to the lead Cultivation Specialist. Harvest Technicians harvest plants for further processing, maintain all harvest records, apply GHP procedures in all handling activities. This team member works closely with the lead Cultivation Specialist to document and record the harvest. These employees must receive GHP training, and are not required to have previous experience.

Maintenance Technicians: Maintenance Technicians report to the Cultivation Manager, and respond to the needs of other team members. Maintenance Technicians maintain all maintenance records and perform all sanitation activities in accordance with GAP. This team member works closely with the Director of Facilities. These employees must receive GAP training and do not require previous experience.

Science Staff

Director of Science: The Director of Science reports directly to the Chief Operating Officer. The Director of Science is responsible for supervising all phases of manufacturing of medical marijuana brands including: regulatory compliance to New York Medical Marijuana state law regarding manufacturing, quality control, lab testing, and product safety of medical marijuana brands. The Director will be proficient in medical marijuana science including: extraction methodology, medicine production and research, and development of new/existing products.

Internal Testing Specialist: The Internal Testing Specialist reports directly to the Director of Science. The Internal Testing Specialist is responsible for coordinating internal medical marijuana testing during the curing phase, CO2 oil production phase, dosing phase as directed by the QA Specialist, and when product forms are in the holding stage after packaging and labeling. The Internal Testing Specialist will work with all members of the science team to ensure form brand ratios are consistent.

Analytic Specialist: The Analytic Specialist reports directly to the Director of Science. The Analytic Specialist is responsible for formulating and coordinating all research and development

programs, introducing new products and processes into overall company strategy, and making recommendations for the improvement and cost reduction of existing products and processes.

Genetics Specialist: The Genetics Specialist reports to the Director of Science. The role of the Genetics Specialist is to work closely with the Director of Cultivation in determining strain identification and development. The Genetic Specialist will have experience with DNA isolation methods and DNA processing for identification. The Genetics Specialist will work as part of a team with the cultivation team, Analytic Specialist, and the Director of Science.

Extraction Specialist: The Extraction Specialist reports directly to the Director of Science. The Extraction Specialist's main focus is to perform extraction techniques on marijuana plant products to be used for dosing medical marijuana products. The Extraction Specialist will work as part of a team along with Analytic Specialists, QA, and Processing Specialists.

Processing Specialist: The Processing Specialist reports to Extraction Specialist. The Processing Specialist main focus is to perform practical, hands-on laboratory assistance in the processing and purification of CO2 oil for medical marijuana products. The Processing Specialist will work as part of a team along with Extraction, Analytic, and QA Specialists.

Manufacturing Staff

Director of Manufacturing: The Director of Manufacturing reports to Chief Operating Officer. The Director of Manufacturing is responsible for supervising all phases of manufacturing operations including: regulatory compliance to New York Medical Marijuana state law regarding production, quality control, maintenance, receiving, and shipping. Responsibilities also include recruiting, hiring and training manufacturing personnel. The Director of Manufacturing will randomly select forms and send them to the external testing facility.

In addition, the Director of Manufacturing will be responsible for annual budget planning and execution, as well as work closely with the production team to oversee cGMP increase productivity and profitability within the manufacturing operation. This person must be trained and have at least seven years of experience, including best practices in both managerial and production platforms.

Production Manager: The Production Manager reports to the Director of Manufacturing. The Production Manager will oversee all phases of manufacturing, packaging, and labeling, and will support the QA teams. The Production Manager will plan, organize, and control production in

the organization to ensure cGMP and ensure that goods are produced efficiently, on time, within budget, and to standard.

Production Technician: The Production Technician reports to the Production Manager. The Production Technician will provide direct assistance to the manufacturing process of whole plant extraction for medical marijuana products.

Packaging and Labeling Technician: The Packaging and Labeling Technician will report to the Director of Manufacturing. The position's primary focus it to ensure proper package and labeling of medical marijuana products. The Packaging and Labeling Technician is responsible for weighing, counting, ensuring accurate labeling, and packaging of all medical marijuana forms.

Dispensing Facility Staff

Director of Patient Resource Centers: The Director of Patient Resource Centers reports to the Chief Medical Officer. The Director of Patient Resource Centers will have an active New York State pharmacist license, as defined in Article 137 of the Education Law. The Director of Patient Resource Centers is responsible for inventory controls, inventory monitoring, and ensuring the Patient Resource Centers' strategies, policies, and procedures are properly implemented. The Director of Patient Resource Centers will also work closely with the Patient Services and Community Outreach Manager to develop educational and training materials for patients and the community.

Patient Services and Community Outreach Manager (PSCO Manager): The PSCO Manager reports to the Director of Patient Resource Centers. The PSCO Manager, in partnership with the Patient Resource Center Managers and Patient Services Coordinators, will be responsible for developing patient programs and services including patient education, substance abuse assistance, referral program to other wellness services, and a hardship grant program. In partnership with the Communications and Marketing team, the PSCO will plan and market community outreach events, educational sessions, as well as identify local community organizations with which to partner.

Patient Resource Center Manager: The Patient Resource Center Manager reports to the Director of Patient Resource Centers. The Patient Resource Center Manager will have an active New York State pharmacist license, as defined in Article 137 of the Education Law. The Patient Resource Center Manager is responsible for the Patient Resource Center's day-to-day operations, employee training and supervision, managing cash flows and daily bank

transactions, and coordinating all deliveries, recalls, inventory management, the recordkeeping system, and keeping necessary documents secure, yet readily accessible for inspection. The Patient Resource Center Manager will oversee the Patient Resource Center staff and dispense medical marijuana products.

Patient Services Coordinator: The Patient Services Coordinator reports to and assists the Patient Resource Center Manager in supervising and coordinating all aspects of the Patient Resource Center to assure high-quality, best-practice delivery of services to patients or caregivers, consistent with all rules, requirements, and regulations. The Patient Services Coordinator will provide patient consultation and resource referral. Under the supervision of the Patient Resource Center Manager, the Patient Services Coordinator will dispense medical marijuana products. The Patient Services Coordinator will be, at a minimum, a Licensed Practical Nurse as defined in Article 139 of the Education Law.

Patient Care Representative: Patient Care Representatives work under the supervision of the Patient Services Coordinator. Patient Care Representatives perform new patient intake and orientation, update patient records and profiles, and operate point of sale terminals. Under the supervision of the Patient Resource Center Manager, Patient Care Representatives will dispense medical marijuana products. Patient Care Representatives will be, at a minimum, Certified Nurse Aides registered in the New York State Nurse Aide Registry.

Staffing Management Approach

Organizational Structure

Bloomfield Industries encourages employee development and empowerment. Employees are encouraged to provide input and suggest new policies and processes on a regular basis. However, due to the highly regulated and security intensive nature of its operations, Bloomfield Industries employs a unit-based reporting structure. Employees and consultants are assigned to a unit for oversight. There is no policy against working in more than one unit, however the director of the assigned unit is responsible for oversight of the employee or consultant. Unit directors oversee staff assigned to their unit. Typically, the Chief Operating Officer oversees each unit. The Bloomfield Industries Organizational Chart will be maintained by the Director of Human Resources.

Elements of the Staffing Process

Bloomfield Industries staffing management process is maintained by the Director of Human Resources in coordination with the unit directors and consists of five continuous elements:

1. Planning
2. Acquisition
3. Training
4. Management and Evaluation
5. Transition

Planning

Staffing Plan Assumptions

The Staffing Plan is based on business plan assumptions and will be adjusted by the Director of Human Resources in accordance with actual operating needs.

Resource Analysis

1. The Staffing Estimate will be updated annually and estimate all staffing needs based on past year operations.
2. The Director of Human Resources will review resource and skills gaps with all unit directors and make necessary staffing adjustments. Gap analysis identifies situations where demand exceeds supply, such as when critical work demand, number of staff, or competencies will not meet future needs. It also identifies situations when future supply exceeds demand, such as when critical work demands, number of staff, or competencies exceed needs.

Skill Set Assessments

A Bloomfield Industries facility without sufficient human resources possessing the necessary skills or experience or one that relies heavily on outside resources introduces a substantial level of operating risk. The Director of Human Resources will prepare a jobs skills assessment for every position filled in the company. Each employee's supervisor must complete an assessment at the beginning and end of the probationary period, then once per year in conjunction with the annual review. The Director of Human Resources will review the assessments and address any job skills risk.

Acquisition Plan

The Director of Human Resources is responsible for determining the staffing requirements and the development and execution of a staff acquisition plan approved by the Chief Executive Office. All contractors must be approved by the Board of Directors.

Position	FTE Required	Staff Position	Contract Position
Executive			
CEO	1.0	X	
COO	1.0	X	
Chief Medical Officer	1.0	X	
Chief Compliance Officer	0.5	X	
Chief Financial Officer	1.0	X	
Chief Communications Officer	1.0	X	
Administrative Assistant	2.0	X	
Quality Assurance			
Director of Quality Assurance	1.0	X	
Quality Assurance Specialists	2.0	X	
Finance/IT/Corp. Communications			
Director Information Technology	.5		X
IT support staff	.5		X
Director of Human Resources	1.0	X	
Bookkeeper	1.0	X	
Director of Marketing	1.0	X	
Government Relations Officer	.5		X
Security			
Director of Security	1.0	X	
Security Officers	45.0	X	
Facilities			
Director of Real Estate Acquisition	.5	X	
Director of Facilities	1.0	X	
Electrical Engineer	1.0	X	
HVAC Engineer	1.0	X	
Shipping & Receiving Coordinator	1.0	X	
Inventory Manager	1.0	X	
Cleaning Staff	3.0	X	
Cultivation			
Director of Cultivation	1.0	X	
Cultivation Manager, Greenhouse	1.0	X	
Propagation Specialist	1.0	X	
Vegetative Growth Specialist	1.0	X	
Cultivation Specialists	1.0	X	
Harvest Technicians	2.0	X	
Maintenance Technicians	2.0	X	
Science			
Director of Science	1.0	X	

Position	FTE Required	Staff Position	Contract Position
Analytic Specialist	1.0	X	
Genetics Specialist	1.0	X	
R&D Specialist	3.0	X	
Internal Testing Specialist	1.0	X	
Extraction Specialists	3.0	X	
Processing Specialists	3.0	X	
Manufacturing			
Director of Manufacturing	1.0	X	
Production Manager	1.0	X	
Packaging and Labeling Techs	5.0	X	
Production Technicians	5.0	X	
Patient Resource Centers (Dispensing Facilities)			
Director of Patient Resource Center	1.0	X	
Patient Services & Community Outreach Manager	1.0	X	
Patient Resource Center Manager	8.0	X	
Patient Services Coordinator	6.0	X	
Patient Care Representatives	20.0	X	

Staff Acquisition Processes

The Director of Human Resources coordinates with the Chief Executive Officer to acquire all necessary staff. The acquisition process may vary depending on the vacant position and any special circumstances including board approval for a direct non-solicited hire. The acquisition process is managed by the Director of Human Resources and typically involves the following:

1. Identification of need.
2. Identifying job classification and preparing job description.
3. Soliciting candidates for the vacant position using methods that best fit the position including, but not limited to:
    a. Internal posting,
    b. Partner posting (e.g., consultants, non-profit partners, vendors, etc.),
    c. External posting,
    d. Temporary staffing agency, or
    e. Executive search firm.
4. Reviewing resumes and required job applications for qualified candidates including those with relevant experience and those with complementary skills and a strong potential for growth.
5. Performing and recording reference checks on qualified candidates including:

a. Verification of address and education.
b. Verification of former and current employment.

6. Recording information from former supervisors on the candidate's performance, if available.
7. Scheduling first interviews.
8. Scheduling second interviews (with strong candidates) with the direct supervisor.
9. Delivering an offer letter to the first choice candidate (as determined by the direct supervisor).
10. Performing a criminal background check on the selected candidate to determine eligibility and to identify any other possible disqualifying items.
11. Conducting new hire orientation and training.
12. Documenting completion of the probationary period.

Consultant Acquisition

Consultants may be utilized when approved by the Board of Directors and the Department. All consulting contracts must contain suitability provisions and require compliance with all applicable laws and regulations. Consultants will receive and acknowledge the Bloomfield Industries Standard Operating Procedures. Consultants may be used where third-party services are desired for separation of duties (i.e., IT, accounting, and audit and compliance).

Disqualifying Items and Items of Consideration

Bloomfield Industries will not hire any person that is not eligible. Bloomfield Industries requires that all staff be 21 years of age or older. Bloomfield Industries will not employ anyone who would come in contact with or handle medical marijuana who has been convicted of any felony of sale or possession of drugs, narcotics, or controlled substances in accordance with the requirements of section 3364 of the Public Health Law. Other items discovered through the reference check process may be considered when making a hiring decision including, but not limited to:

1. A history of theft, acts of violence, or negligence;
2. Unverifiable resume or application statements;
3. Negative reference checks or inability to obtain a positive reference from any former employers;
4. Lack of stability in work history or residence;

5. Former employment with any laboratory providing services for any registered organization or physician's office providing medical marijuana patient certifications.

Discriminatory Practices

Bloomfield Industries does not discriminate in hiring or operating decisions. All managers and supervisors must comply with all EEOC guidelines when managing staff issues. No Bloomfield Industries policies or practices may discriminate based on or conflict with laws regarding:

- Race
- Height & Weight
- Credit Rating or Economic Status
- Religious Affiliation or Beliefs
- Citizenship
- Marital Status or Number of Children
- Gender
- Arrest and Conviction
- Security/Background Checks For Certain Religious or Ethnic Groups
- Disability
- Medical Questions and Examinations

Training

Training is a critical component of Bloomfield Industries' operations. The Department of Human Resources, in coordination with unit directors, is responsible for the development and execution of employee training.

All employees will attend in-house training conducted by qualified individuals in Current Good Manufacturing Practices (cGMP), general sanitary practices, and in the specific Standard Operating Procedures (SOPs) that pertain to their assigned work responsibilities.

Such training will be performed on an ongoing basis to ensure the employee is familiar with these procedures and practices. A written record documenting the completed individual training procedures will be signed by the participants and trainer during each training session.

Training Required

Employees will be trained before beginning work. Training will be tailored to the roles and responsibilities of the job function of each employee, and at a minimum will include training on confidentiality, and other topics as appropriate for the position. Employees will receive at least eight hours of ongoing training annually. Training will cover at a minimum:

- The quality control duties of each employee and the importance of quality assurance procedures and the consequences of failing to follow established processes.
- Detailed information regarding the types of testing performed on all products.
- How to read and interpret test results and how to communicate the results to a patient or caregiver.
- The applicable use of test results in their job activities.
- Local, state and federal marijuana laws.
- Medical marijuana efficacy and recent research.
- cGMP and Quality Systems protocols.
- Staff, product, and premise security.
- Record keeping and regulatory responsibilities.

The Director of Patient Resource Centers and Patient Resource Center Managers must complete the four-hour course approved by the commissioner pursuant to 10 NYCRR section 1004.21(b) before beginning work.

Management and Evaluation

Daily Oversight

The unit manager is responsible for the day-to-day operations in each unit. The unit manager is responsible for delegation of duties to and the oversight of department managers.

Management Responsibilities

Each unit manager is responsible for performance evaluations, performance issues and recognition, promotions, and disciplinary actions in their department.

Performance Reviews

1. Unit managers are required to communicate all necessary information on employee performance to the unit director and Director of Human Resources as often as necessary.
2. Unit managers are encouraged to provide verbal feedback to employees regularly.
3. Unit managers are required to complete formal performance reviews at least annually at the end of any probationary period.

Transition

Intercompany Transfers

1. In the event a staff member desires or is required to transition to another position, the unit manager will assume or re-assign the departing staff responsibilities.
2. The unit manager is responsible for ensuring any pending work is transferred to a remaining staff member to ensure timely transition and completion of the work.
3. If appropriate, the receiving staff may request additional training to support the new responsibilities. At a minimum, job shadowing is performed for at least one week before staff transition off the project.

Replacement of Staff and Consultants

1. Vacancies are addressed through the normal acquisition process. Staff may also be replaced by redirecting resources from within or outside of the unit, or other staff may absorb their workload.
2. Consultant staff will be replaced in accordance with the procedures of their contract. Resumes for proposed replacements must be submitted for Board of Directors' approval.
3. Replacement staff must meet the original minimum qualifications for the position. If possible, the replacement staff should begin work prior to the original staff departure to ensure appropriate transition of responsibilities and knowledge. At a minimum, job shadowing is performed for at least one week before staff transition off the project.

Termination Procedures

Termination Policy

Bloomfield Industries' ensures that employee terminations are handled in a professional manner with minimal disruption to ongoing work functions.

Causes for Termination

Causes for termination are found in the Employee Handbook and Labor and Peace Agreement. An employee may be terminated for any reasonable cause.

Authority to Terminate Employment

Unit managers require approval from the unit director prior to any termination, except when an employee has been found stealing, diverting product, knowingly distributing product to an unauthorized person, or any other criminal activities.

Documentation Required

The Director of Human Resources will ensure proper documentation of the termination in the employee's file.

Voluntary Termination

Voluntary termination of employment occurs when an employee informs his or her supervisor of employee's resignation, or termination is deemed to have occurred when an employee is absent from work for two consecutive workdays and fails to contact his or her supervisor (job abandonment).

Involuntary Termination

1. An involuntary termination of employment, including layoffs and stand-downs over 30 days, is a management-initiated dismissal.
2. Termination may be for any legal reason, i.e., misconduct, tardiness, absenteeism, unsatisfactory performance, inability to perform, etc. In some cases progressive discipline may be used, prior to termination, to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate dismissal without prior use of progressive discipline.

3. Prior to an involuntary termination, consideration will be given to an employee's service and past contributions to the company. The possibility of transfer or demotion will be explored in all cases except those that involve gross misconduct.

Termination Procedures

1. Upon receipt of an employee's resignation, the unit manager must notify the unit director and the Director of Human Resources with pertinent information (i.e., the employee's reason for leaving, last day of work, etc.).
2. The unit manager will determine an employee's last day of work based on the type of termination and the sensitivity of their position.
3. The Director of Human Resources will manage and document the termination process including:
    a. Returning all company property (i.e., keys, ID cards, parking passes, etc.).
    b. Review of benefits status.
4. The Director of Human Resources will arrange for the employee to complete an Exit Interview Questionnaire. The exit interview provides employees the opportunity to freely express views about working at the company and will be held in strict confidence. The Director of Human Resources will compile data from exit interviews to determine if feedback to an employee's supervisor or changes to operations, policies, or procedures are needed.
5. A termination summary will be completed by the unit manager.
6. Employees who possess a restricted clearance are required to check out and debrief with the Director of Security no later than their last day of employment.

Deceased Employees

1. A termination due to the death of an employee will be made effective as of the date of death.
2. Upon receiving notification of the death of an employee, the Director of Human Resources will notify the appropriate benefits providers immediately.

Final Pay

1. An employee who resigns or is discharged will be paid through the last day of work, plus any unused personal time off, less outstanding loans, advances, or other agreements

the employee may have with the company. Final pay due, upon the death of an employee, will be paid to the deceased employee's estate.

2. It is the responsibility of the employee's manager to ensure that the payroll administrator receives the terminating employee's time record in sufficient time to process the final paycheck.

Unemployment Compensation

Bloomfield Industries is able to monitor and control the cost of unemployment insurance by being responsive to regulatory authorities. Typically, the Director of Human Resources will submit employer information to the appropriate state office within seven days of request. Failure to respond in a timely manner often results in unemployment compensation awards to former employees who otherwise may not qualify.

Introducing the Bloomfield Industries Leadership Team

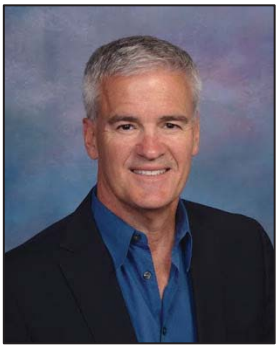
Bloomfield has assembled a team of experts to develop our operations plan based on their specific areas of expertise, our vision, mission, values, and goals. Our team of industry experts has already assembled complete Standard Operating Procedures for every function of our business.

Executive

Richard Yost, President

Founder and principal investor of Bloomfield Industries, Rich Yost has [redacted]. With each experience, he has adopted and adapted what he has learned into his next successful venture. [redacted]. However, it was his experience providing fully organic, contaminant-free soil to a customer who was a home cannabis gardener and US Veteran who had lost his legs while on active duty. After meeting him and seeing how medical marijuana had reversed his wasting from [redacted], Mr. Yost was inspired to bring together this team to build one of the first medical marijuana companies in New York State. From day one, his goal has been to build a team of "A" players that are dedicated to making a difference and willing to serve as a model for successful implementation worldwide. He has been a staunch advocate lobbying for the introduction of medical marijuana in New York State since April 2013. Along the way, he has won the support and admiration of key industry leaders from organizations such as Women Grow, the Marijuana Policy Project, and Students for Sensible Drug Policy. He has even persuaded [redacted], of the true value of medical marijuana for those who are suffering. Mr. Yost studied Business Management and Entrepreneurship at Northwood University.

Roy Anise, Chief Executive Officer



Roy Anise is a seasoned executive [redacted] He is an expert in new product, development, distribution strategies, test marketing, and communication campaigns. He has a proven track record in effectively growing established brands and successfully bringing new products to market by creating a superior product, knowing the customer, and targeting the message to drive sales. [redacted] While fundraising to allow the continued innovation and promotion of electronic cigarette products, he crafted a powerful mission statement to "obsolete cigarettes" that gained support from the former 17th Surgeon General of the United States. [redacted] He has an Advanced Professional Certificate in Marketing from New York University, an MBA from Long Island University, and a Bachelors degree from New York Institute of Technology.

Frank J. Caliendo, M.D., Chief Medical Officer

Dr. Frank Caliendo [redacted] Dr. Caliendo has been at the forefront of robotic surgery for the colon and rectum. By facilitating surgical advancements deep in the pelvis, Dr. Caliendo has accomplished visualization and access that was previously impossible, enabled even more minimally invasive resections of the colon and rectum, and reduced both pain and recovery time for countless patients.

[redacted]

Born and raised on Long Island, Dr. Caliendo received his Bachelor of Arts in Biology from Hofstra University (with a minor in music), his Medical Degree from The University of Health Sciences/Chicago Medical School, and completed five years of General Surgery training at [redacted] Following specialty training in Colon and Rectal Surgery at UMDNJ/Robert Wood Johnson Medical School in New Brunswick, NJ under Dr. Eugene Salvati (one of the “fathers” of Colon and Rectal Surgery), he joined [redacted] Dr Caliendo is Board Certified by the American Board of Surgery, as well as the American Board of Colon and Rectal Surgery. He is a Fellow of both the American College of Surgeons (FACS) and the American Society of Colon and Rectal Surgeons. (FASCRS). Dr. Caliendo has presented research at local and regional colon and rectal surgical society meetings, as well as the national meeting of the American Society of Colon and Rectal Surgeons.

James F. Burns, Chief Financial Officer

James Burns provided financial leadership to diverse group of Fortune 500 companies over his 20 years of corporate finance experience. Following a successful career in global treasury operations, [redacted] Mr. Burns received a Bachelor of Science degree from the Wharton School at

University of Pennsylvania with a major in finance. He is a member of the National Association of Corporate Treasurers as well as the Financial Executive International and the Association for Financial Professionals.

Vincent Parry, Chief Communications Officer

Vincent Parry has worked on many of the most well-known corporate, franchise, service, and product brands launched over the past 30 years in healthcare marketing and communications. [redacted] As a healthcare marketing expert, Mr. Parry has appeared on BBC TV and radio, and The NBC Nightly News. He guest lectures at the Rutgers MBA program on healthcare marketing.

Robert Corbo, Director of Quality Assurance

Robert Corbo [redacted] Mr. Corbo has actually formulated, manufactured, assayed, validated, and approved chemistry and manufacturing controls for most pharmaceutical dosage forms. His detail orientation and subject matter expertise was seasoned throughout manufacturing site transfers and worldwide regulatory submissions and agency approvals for countless Module 2 and 3 dossiers. He has authored CMC submissions, managed sNDA, Type I-II applications, validated manufacturing and laboratory environments, and led FDA, DEA, and internal audits while mentoring countless team members. At Bloomfield, he is responsible for the development of Standard Operating Procedures (SOPs) in compliance with New York State regulations and Food and Drug Administration (FDA) current Good Manufacturing Procedures (cGMP) for the

manufacture and distribution of medical marijuana therapeutic products. This includes Master Manufacturing Records, Packaging Records, Specifications, and any other necessary guidance for the cultivation, manufacturing, packaging, and distribution of medical marijuana therapeutic products in New York State. Mr. Corbo ensures implementation of SOPs and rigorous standards of Quality Assurance that parallel those required for compliance with FDA requirements for pharmaceutical compounds. Mr. Corbo previously worked at [redacted] He received his Bachelor of Science in Chemistry from the State University of New York.

Laura Harris, Chief Compliance Officer

Laura Harris retired from 30+ years of State service in Colorado. She [redacted] She received her Bachelors in Business Administration from Colorado State University.

Colette Bellefleur, Chief Operating Officer

Colette Bellefleur is an experienced and proven operations management executive and is leading the Bloomfield Industries team in developing and implementing the short- and long-term operational plan for delivering medical marijuana products to patients in New York. Ms. Bellefleur has successfully led a number of global business operations whose focus has been regulatory standards and compliance, partner relationship management, and critical information systems operations. She has been instrumental in bringing positive results to her business units through dedicated adherence to her values around colleague engagement, process improvement, and innovative team development.

Ms. Bellefleur offers a unique combination of business management experience, team building and people management skills, and a background in economics and financial analytics to the Bloomfield Industries leadership team. Her desire to crown her long business career dedicated to "giving back" is a reality at Bloomfield Industries. She brings great compassion for those who are suffering from disease and chronic pain as she has supported for some time a member of her family suffering from aggressive multiple sclerosis. She is dedicated to building a compassionate, world-class organization, and providing best-in-class products and services to patients in need. She earned both her Master of Science and her Bachelors from Rutgers University.

Science Team

Shellene Suemori, Director of Science

Shellene Suemori provides scientific oversight for the research and development of all new product formulations, including: extraction of beneficial medical oils from the cannabis plant; regulatory compliance to New York Medical Marijuana state law regarding manufacturing, quality control, lab testing, and product safety of Bloomfield Industries' brands; and testing protocols for Bloomfield. She is a vital resource in educating marketing and sales staff in the therapeutic qualities of our medical marijuana products. Ms. Suemori also ensures that all Standard Operating Procedures (SOPs), Good Manufacturing Practice (GMP), and Good

Laboratory Practice (GLP) standards are rigorously adhered to, guaranteeing that our products are safe, effective, and easy to use for certified patients. She uses her knowledge of cell biology, chemistry, and medical marijuana formulation to help Bloomfield develop innovative and patient-focused products for those in need. [redacted] She received her Bachelors of Science in Cellular and Molecular Biology from the Metropolitan State University of Denver.

Remy Kachadourian, Ph.D., Analytic Specialist

Remy Kachadourian, Ph.D., is both a Chemist and Biochemist with more than 18 years of laboratory experience in medicinal chemistry, analytical chemistry, and toxicology, including methods development, cancer research, and animal studies. Dr. Kachadourian has extensive experience with High Performance Liquid Chromatography/Mass Spectrometry (HPLC-MS), Gas Chromatography (GC), and real-time polymerase chain reaction (RT-PCR). He specializes in the pro- and antioxidant properties of natural and synthetic compounds, including metal-complexes and the antioxidant adaptive response (cell signaling). He has interfaced with regulatory agencies on behalf of cannabis testing laboratories in Colorado and provided method validation data and effective solutions that achieved regulatory compliance. As the [redacted], he developed new and innovative methods for cannabis analyses using diverse range of methods to investigate the chemical nature of cannabis and cannabis-infused products. Specifically, he has been responsible for the quantitative analyses of cannabis potency and related contaminants, which includes residual solvents, metals, pesticides, and microbials/molds. He also developed the current cannabis potency methodology using HPLC/MS and the Residual Solvent Analysis in cannabis concentrate using GC. He has experience in laboratory regulations governed by 1 CCR 212-2, The Animal Welfare Act (1966), the Health Research Extension Act of 1985, and Public Law 99-185 "Animals in Research" (November 20, 1985). He has been a [redacted]

and a [redacted] He holds U.S. patent # 7,790,762 for compounds and methods for thiol-containing compound efflux and cancer treatment. His work has been published in 22 peer-reviewed journals. His Ph.D. in Chemistry and Biology, Masters in Bioinorganic Chemistry, and Bachelors in Biochemistry are all from Université de Paris-Sud.

Andrew Defries, Ph.D, Genetics Specialist

Andrew Defries, Ph.D., is a post-doctoral botanist with a passion for plant genetics. Exploring pharmaceutical and agrochemical paradigms using cutting-edge molecular and analytical chemistry techniques, Dr. Defries has performed ground-breaking research and contributed to the discovery of a family of molecular factors responsible for drought resistance in plants that was patented in 2009 and licensed to Syngenta for domestic and international use. Using preparative chromatography, High Pressure Liquid Chromatography (HPLC), analytical chemistry (LC/MS, NMR), and plant strain development, he has developed a quantitative pipeline to monitor large populations of plants for traits development. He has also developed fluorescent organic probes for plant chemical genetics research. He will be using a combination of traditional and modern breeding techniques to develop a new breeding program to enhance the production of major and minor cannabinoids through directed crossing. His Ph.D. in Plant Biology is from the University of California (IGERT ChemGen). He received an undergraduate degree in Zoology from University of Toronto with an expertise in endocrinology, embryology, physiology, and the molecular-genetic mechanisms responsible for the orchestration of iscomplex biological events.

Patient Resource Centers

Joseph Franzitta, Director of Patient Resource Centers

Joseph Franzitta brings [redacted] to Bloomfield Industries. He will be responsible for inventory controls, inventory monitoring, and ensuring the Patient Resource Centers' strategies, policies, and procedures are properly implemented. Working closely with the Patient Services and Community Outreach Manager, he will help develop educational and training materials for patients and the community. Throughout his career, Mr. Franzitta has served as [redacted] Mr. Franzitta is well-versed in dispensing prescriptions, conducting patient counseling, and maintaining rigorous control of inventory. He received his Bachelor of Science in Pharmacy from St. John's College of Pharmacy in Queens, NY.

Julie Prom, Patient Services and Community Outreach Manager

Julie Prom has [redacted] As the Patient Services and Community Outreach Manager, she will be responsible for developing patient programs and services including patient education, substance abuse assistance, referral program to other wellness services, and administration of the hardship grant program. In partnership with the Communications and Marketing team, she will also plan and market community outreach events, educational sessions, and identify partnerships with local community organizations. [redacted] Ms. Prom is considered a national child safety expert and has provided consulting services to many local, state and national organizations, including the NHTSA, National Safety

Council, DaimlerChrysler, Safe Ride News, Indiana University, and several child restraint manufacturers. Ms. Prom holds the Americans for Safe Access Core Cannabis Certification (the standard in cannabis training designed to provide business owners, employees, and job applicants with fundamental knowledge on the subjects of cannabis law, medical application, and business operations.) Ms. Prom is a founder and the chairperson of the Americans for Safe Access-Illinois Chapter.

Accounting

Michael Jackson, Certified Public Accountant

Michael Jackson has [redacted] of international financial and executive management experience and a proven track record of driving transformational initiatives to improve business performance. Having worked in start-up, steady state, growth, and turnaround businesses, he has substantial experience in developing and executing targeted business strategies to help companies deliver profitable and sustained performance. He will be identifying Bloomfield's permanent CFO. [redacted] Mr. Jackson is experienced in developing financial controls, improving reporting systems and implementing IT solutions, including ERP systems, to meet evolving business needs. He also brings strategic and business planning, cash forecasting and control, receivables and payables management, inventory planning and control, margin improvement, cost accounting, the financial close and reporting process, as well as tax and treasury experience to Bloomfield. Mr. Jackson has also managed internal and external audits; has experience in government contracting; served on the boards of companies; served as a member of the Audit Committee; implemented conversion to International Financial Reporting Standards (IFRS); designed sales commission and incentive programs; identified and investigated business frauds; and managed currency hedging and risk management. Mr. Jackson's international experience, [redacted] In these roles he has been heavily involved in M&A transactions, performing numerous due diligence and integration projects and handling purchase and sale agreements. He is a qualified Chartered Accountant (ACA) and a member of the Institute of Chartered Accountants in England and Wales (ICAEW).

Government Relations

Steve Fox, Government Relations Officer

Steve Fox, Esq., [redacted], is one of the leading figures in the movement to create a legal, regulated marijuana market in the United States. Since 2002, he has been [redacted] which is dedicated to promoting the responsible regulation of the cannabis industry in the U.S. and around the world. [redacted] The goal, eventually realized, was to change the mindset of voters in order to make marijuana legal through a ballot initiative. Steve is a graduate of Tufts University and Boston College Law School.

Manufacturing

Jahan Marcu, Ph.D., Director of Manufacturing

Jahan Marcu, Ph.D., is a cannabinoid research scientist with extensive experience in quality assurance and groundbreaking research in the plant science and medicinal cannabinoid field. A court-qualified cannabis and synthetic cannabinoid expert, Dr. Marcu efficiently and effectively translates complex scientific concepts into strategic business plans that provide the highest quality products for patient consumption. Dr. Marcu has guided the creation of operational protocols, implemented scientific research, and provided advisory

services that generate sustained, consistent, positive results throughout the cannabis industry. By focusing on patient education and devising targeted cannabinoid medications, Dr. Marcu is changing the way patients live their lives for the better. Dr. Marcu has [redacted] Among many of his publications for cannabis research, he is also an author of the American Herbal Pharmacopeia's Cannabis Monograph. Dr. Marcu was the first recipient of the Billy Martin research award from the International Cannabinoid Research Society. He received his Ph.D. for significant contributions to the study of the structure and function of the CB1 receptor, and the role of the endocannabinoid system in bone. Before earning his Ph.D. in Cell Biology and Anatomy from Temple University, Dr. Marcu worked at the California Pacific Medical Center Research Institute studying the anti-cancer properties of compounds from the cannabis plant (Published in the *Journal of Molecular Cancer Therapeutics*) and on analytical cannabis research projects in Holland.

Cultivation

Jason Austin, Director of Cultivation

Jason Austin has [redacted] Mr. Austin has overseen the entire propagation and production of woody and herbaceous plants, managed post-production care for plants, and taught and led workshops on pruning, propagating, bog gardening, and rain barrel construction. He has designed, installed, and maintained four-acre display gardens; designed, planted, and maintained 11-acre field production operations; implemented rare plant conservation initiatives; and lectured throughout the mid-Atlantic for conferences, plant societies, and garden clubs. He has an encyclopedic knowledge of native plants and perennials. One of his passions has been including carnivorous plants to the roster of fine plants at RareFind Nursery in his role as Greenhouse Manager and Grower. He has conducted specialty cultivation workshops for the public featuring education practices for the home grower to create bog gardens for plants that thrive in particularly wet soil. He has extensive experience

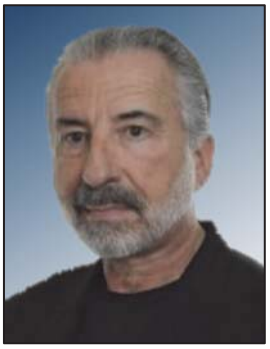
managing greenhouses and overseeing the complete growing process of unique and rare plants from seed to plug planting to transplants to propagation to production of plants. He has [redacted]. He received his Bachelors in Ornamental Horticulture and Environmental Design from Delaware Valley College.

L. Adrian Wilton, Cultivation Manager, Greenhouse

L. Adrian Wilton has [redacted] In addition to the social and ecological benefits, she has helped building owners build efficiency, take advantage of current local building performance incentives, and increase revenues. Ms. Wilton is committed to a business model that generates green collar jobs and stimulates local economies. She helps create value-added spaces from the non-traditional and underemployed settings of the urban environment through functional rooftop design, community engagement, and industry synergy. [redacted] Ms. Wilton earned her Bachelors from the State University of New York and was the Wadsworth Award Winner in Set Design and Construction. She is a GRHC Certified Green Roof Professional (GRP), has 30+ LEED continuing education credits, 10 hours in OSHA Certification in Health & Safety, completed training in the Critical Path Method [CPM] (an analytical scheduling technique with emphasis on measuring performance, time and cost analysis and handling delays), and completed coursework in Basic Electricity, Carpentry, Plumbing, Tool Identification and Usage, and Blueprint Reading.

Facilities

Bob Podstawski, Director of Facilities



Bob Podstawski brings more than 30 years of knowledge and experience in all aspects of constructing and managing large commercial, retail, and residential projects, including ground-up construction and renovations. He has expertise in negotiating contracts, managing projects and sub-contractors, adhering to budgets, and providing ongoing facility management. He is highly resourceful and detail-oriented. Mr. Podstawski is responsible for the planning, budgeting, construction, energy efficiency, and maintenance of Bloomfield's grow facilities, infused product manufacturing facilities, and up to four Retail Dispensaries throughout New York State. Mr. Podstawski's commitment to ensuring access to medical marijuana for New Yorkers is rooted in [redacted] He earned a Bachelors in Business Administration and Economics from William Paterson University.

Real Estate

Alan Deehan, Director of Real Estate

Alan Deehan is responsible for all real estate transactions for Bloomfield. He has [redacted] He is a Princeton University graduate with an MBA in marketing from New York University.

Security

Michael Marino, Director of Security

Michael Marino's extensive career as a decorated law enforcement leader has featured meritorious promotions, outstanding performance reviews, and 77 citations for bravery, meritorious service, and police duty excellence, including New York City's "Police Officer of the Year" in 2000. Mr. Marino has an extensive background in planning and managing investigations, security, intelligence, and police force activities/personnel. He has consistently delivered record-setting crime reduction, cost cuts, administrative improvements, and gains in productivity and morale. As the Commanding Officer of the 77th Precinct, he innovated crime-reduction strategies to drive a precedent-setting 64% decrease in every major "index" crime category over four consecutive years (1998 to 2001). He launched full-scale crime information centers specific to each platoon and sector to increase knowledge-sharing among police officers and effectively pinpoint crime trends/patterns. He cultivated cooperative partnerships with other offices/agencies (e.g., Narcotics/Warrants Units, State Parole Office, District Attorney's Office) to effectively target, arrest, and prosecute "most-wanted" criminal contingents. He benchmarked new "bests" in crime reduction, slashing incidences of index crimes from an average of 18 per day to 6.5, reversing the precinct's prior rating as one of the highest violent crime areas in New York City. Mr. Marino earned his Bachelors in Business Administration with high honors from the State University of New York and holds a Federal Counter-Terrorism Certificate, which included hazardous materials (HAZMAT) handling, nuclear-threat response, and anti-terrorist tactics. He has additional training in Counter Terrorism, Criminal Investigation (including forensics and crime scene analysis), Auto Crime, and Advanced Management. He holds a Black Belt in Nanzen-kai, has retained by high-profile individuals to provide personal protection services, and holds the highest NYPD security clearance.

Technology

Jeffrey Cohen, Director of Technology

Jeffrey Cohen is a [redacted] telecommunications industry veteran who brings proven expertise in the design, procurement, implementation, and support of telecom- and technology-related services, as well as call center operations. Early in his career, [redacted] He has since mastered the art of leveraging business communications to improve overall company performance and [redacted] He studied Finance at the University of Southern Florida.

Board of Directors

Richard Yost, President and Chairman of the Board

Founder and principal investor of Bloomfield Industries, Richard Yost has launched several successful businesses since selling his first clothing line to Macy's at the age of 19. With each experience, he has adopted and adapted what he has learned into his next successful venture. [redacted] However, it was his experience providing fully organic, contaminant-free soil to a customer who was a home cannabis gardener and US Veteran who had lost his legs while on active duty. After meeting him and seeing how medical marijuana had reversed his wasting from [redacted], Mr. Yost was inspired to bring together this team to build one of the first medical marijuana companies in New York State. From day one, his goal has been to build a team of "A" players that are dedicated to making a difference and willing to serve as a model for successful implementation worldwide. He has been a staunch advocate lobbying for the introduction of medical marijuana in New York State since April 2013. Along the way, he has won the support and admiration of key industry leaders from organizations such as Women Grow, the Marijuana Policy Project, and Students for Sensible Drug Policy. He has even persuaded [redacted], of the true value of medical marijuana for those who are suffering. Mr. Yost studied Business Management and Entrepreneurship at Northwood University.

Charles R. Walgreen

Charles R. Walgreen is a member of the Walgreen family that launched, owned, and operated the Walgreen's pharmacy chain, which today has more than 8,200 stores in 50 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands. He [redacted] As a board member, Mr. Walgreen will bring to Bloomfield Industries invaluable experience and expertise, as it relates to operating a company dedicated to efficiently delivering high-quality health care products to patients.

Today, Mr. Walgreen is [redacted]

A graduate of the University of Notre Dame and a U.S. Marine Corps veteran, Mr. Walgreen is actively involved with a variety of civic and professional institutions. He is a national board member of Prevent Blindness; the Hispanic Scholarship Fund (HSF), and the Young Presidents Organization (YPO), as well as a member of the Economic Club of Chicago.

Brian Vicente

Brian Vicente, Esq., is [redacted] He was given the Gideon award for his free speech advocacy during the 2008 Democratic National Convention. In 2010, Vicente was elected the first-ever chair of the National Cannabis Industry Association, the only trade association in the U.S. that works to advance the interests of marijuana-related businesses on the national level. Mr. Vicente was the chair of the Committee for Responsible Regulation, which coordinated the successful 2013 campaign to implement statewide excise and sales taxes on the sale of adult-use marijuana in Colorado and was awarded the Justice Gerald Le Dain Award for Achievement in the Field of Law that same year. Mr. Vicente has conducted over 1000 interviews in local, state and national press regarding marijuana policy, and in 2014 The Guardian (UK) dubbed him "the industry's de facto spokesman." Vicente's expertise in marijuana policy is highly sought after, and has led to him serving as a formal advisor to local, state, and federal governments—most recently he assisted with Uruguay becoming the first country in the world to fully-regulate the adult marijuana market. Mr. Vicente was named in the International Business Times list of the 20 Most Influential People in Marijuana. Mr. Vicente serves on the board of directors for a number of state and national non-profit organizations including the SAFER Voter Education Fund and the Harm Reduction Action Center. Vicente Sederberg has partnered with the University of Denver to establish the Vicente Sederberg Professor of Marijuana Law and Policy, believed to be the first professorship of its kind in the world. Vicente graduated from the University of Denver Law School on a full merit scholarship where he clerked for outspoken social critic, Senior Federal Judge John L. Kane.

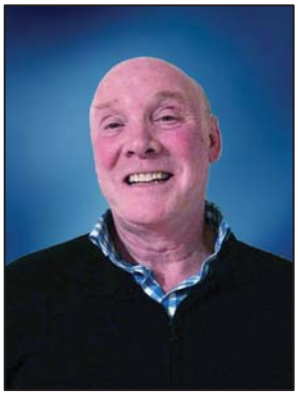
John Davis

John Davis is a [redacted] He has worked on drug policy reform for more than 20 years. As a Board member of the Hemp Initiative Projects of Washington State ([redacted], he helped author early marijuana legalization initiatives and run the campaigns. [redacted] and Mr. Davis have been featured on ABC, NBC, CBS, FOX, CNN Money, Fox Business, Ai Jazera, ITN, NHK, TFI, Puget Sound Business Journal (Cover), Seattle Times, New York Daily News American Banking Magazine, GQ, among other media.

Mr. Davis is active with many other industry organizations. He was elected to the Board of Directors of the National Cannabis Industry Association in 2012. He developed a curriculum on the business of cannabis in Washington State and has taught for Care Wellness since 2011.

Mr. Davis worked [redacted] He studied Project Management at Villanova University where he is certified as a Master of Applied Project Management.

John Brady



John Brady is [redacted] Mr. Brady has been involved in commercial agriculture for more than 35 years. He has a strong track record of successful business leadership and agricultural industry expertise. His distinguished background offers a wealth of strategic insight tailored to the development of products at [redacted] Brady earned a M.B.A. in finance from Arizona State University, and a B.A.in political science from the University of Connecticut.

Scott Stein

Scott Stein is a [redacted] that led him to partner with Mr. Yost to build a business that will provide better options for reducing suffering for patients throughout New York State. He studied Business Management at the University of Southern Florida.

Medical Advisory Board

Frank J. Caliendo, M.D., Chief Medical Officer and Chairman of the Board

Dr. Frank Caliendo, M.D., [redacted]

[redacted]

Born and raised on Long Island, Dr. Caliendo received his Bachelor of Arts in Biology from Hofstra University (with a minor in music), his Medical Degree from The University of Health Sciences/Chicago Medical School, and completed five years of General Surgery training at Long Island Jewish Medical Center in New Hyde Park, NY. Following specialty training in Colon and Rectal Surgery at UMDNJ/Robert Wood Johnson Medical School in New Brunswick, NJ under Dr. Eugene Salvati (one of the “fathers” of Colon and Rectal Surgery), he joined [redacted] Dr Caliendo is Board Certified by the American Board of Surgery, as well as the American Board of Colon and Rectal Surgery. He is a Fellow of both the American College of Surgeons (FACS) and the American Society of Colon and Rectal Surgeons. (FASCRS). Dr. Caliendo has presented research at local and regional colon and rectal surgical society meetings, as well as the national meeting of the American Society of Colon and Rectal Surgeons.

Richard H. Fine, M.D.

Richard K. Fine, M.D. is the [redacted]

Dr. Fine graduated from Lafayette College and attended New York Medical College. He completed his residency in Anesthesiology at Long Island Jewish Medical Center following two years as a General Surgery resident where he developed his passion for cardiac physiology and open-heart anesthesia. After completing a fellowship in Cardiac Anesthesiology at Massachusetts General Hospital, Dr. Fine accepted a position within [redacted]

Dr. Fine has published in several peer-review journals and has served as an examiner for the American Board of Anesthesiology. He is the secretary of the Albert Einstein Physician Services Board of Trustees, a member of the Board of Overseers of AEHN, and serves on the Physician Compliance Advisory Subcommittee. In addition, he is a member of the Einstein Society Innovative Program Allocation committee and the Research Subcommittee of the Medical Staff Board. He has been the Co-Chair of Small Miracles for the last eight years.

Along with supporting Einstein philanthropic initiatives, the Fine family passionately supports the Juvenile Diabetes Research Foundation through Team Brotherly Love that was [redacted]

Margaret M. Gedde, M.D., Ph.D.

Margaret Gedde, M.D., Ph.D., is a Stanford-trained pathologist and award-winning researcher who [redacted]

Dr. Gedde [redacted] She presented her work ("Whole Cannabis Extract of High Concentration Cannabidol May Calm Seizures in Highly Refractory Pediatric Epilepsies") before the American Epilepsy Society in 2013. She has been published in 11 peer-reviewed journals.

[redacted]

She received her Bachelors in Biochemistry from Columbia University, and her medical degree and Ph.D. in Biophysical Chemistry from Stanford University. She completed her residency (including serving as Chief Resident and providing clinical instruction) in the department of Pathology and Laboratory Medicine at the University of Pennsylvania. She was the Howard Hughes Medical Institute Physician Postdoctoral Fellow and conducted additional research in metabolism/pharmacology and developmental genetics at world-class institutions, including The Rockefeller University and Memorial Sloan-Kettering Cancer Center.

Laurie A. Zrenda, R. Ph.

Laurie A. Zrenda, R. Ph., has been [redacted]

[redacted]

Her previous experience included [redacted]

She holds a Bachelor's Degree in Pharmacy from the University of Connecticut.

Thomas F. Mannino, M.D.

Thomas F. Mannino, M.D., is [redacted]

[redacted]

Dr. Mannino takes great pride in providing the safest care available. He believes diagnostic imaging is at the heart of enabling clinicians to deliver the most patient-centric care by providing excellent image quality with the least amount of radiation. His professional background also includes [redacted]

He received a Bachelor of Science in Biology, cum laude, from Fairfield (CT) University. His medical degree is from the State University of New York at Stony Brook Medical School. He interned at St. Vincent's Medical Center, completed his Radiology residency at University Hospital at Stony Brook, and completed a Fellowship in Nuclear Medicine at Yale University Hospital. He also holds a Master's degree in Health Care Delivery Science from Dartmouth College and a Certificate in Healthcare Leadership Advancement from Cornell University. He is a Diplomat of the American Board of Radiology, the American Board of Nuclear Medicine, and the National Board of Medical Examiners. He is also a member of the American College of Radiology.

Maria Prudente-Martocci, D.O.

Maria Prudente-Martocci, D.O., is a Board-Certified Anesthesiologist at North Shore University Hospital. Dr. Prudente-Martocci is also [redacted]

Dr. Prudente-Martocci received a Bachelor of Science in Biology, magna cum laude, from St. John's University. Her doctorate in Osteopathic Medicine is from the New York College of Osteopathic Medicine. She completed her internship at Long Beach Medical Center and her Residency in Anesthesiology and Critical Care Medicine at Mount Sinai Medical Center. She is a Diplomate, American Board of Anesthesiology, and holds active certification in Advance Cardiac Life Support and Infection Control. She is a member of the American Board of Anesthesiologists, the American Society of Anesthesiologists, and the New York State Society of Anesthesiologists.

NEW YORK
STATE
SENATE

SENATOR MICHAEL N. GIANARIS
12TH DISTRICT
DEPUTY DEMOCRATIC CONFERENCE LEADER

June 2, 2015

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

Dear Commissioner Zucker,

I write regarding Bloomfield Industries and its application to become one of five approved medicinal cannabis producers and distributors in New York State.

I had the opportunity to meet with the Bloomfield Industries team and I was pleased to hear of their plan to employ over 100 workers with an emphasis on local hiring which would have a positive impact on working families and the economy as a whole in western Queens.

Despite these difficult economic times, western Queens stands out as a shining example of how businesses can thrive by becoming part of the fabric of a closely knit community. Should Bloomfield Industries' application be deemed satisfactory and gain approval, I would be happy to welcome yet another responsible job creator to our community.

Thank you for your courtesy and attention to this matter. If you have any questions, please feel free to contact me.

Sincerely yours,

MICHAEL N. GIANARIS
State Senator

DISTRICT OFFICE: 31-19 NEWTOWN AVENUE, SUITE 402 • ASTORIA, NEW YORK 11102 • PHONE: (718) 728-0960 • FAX: (718) 728-0963
ALBANY OFFICE: ROOM 413 STATE CAPITOL • ALBANY, NEW YORK 12247 • PHONE: (518) 455-3486
E-MAIL: GIANARIS@NYSENATE.GOV

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

Dan Quart
Member of Assembly
73RD District

CHAIR
Subcommittee on Museums and Cultural Institutions

COMMITTEES
Alcoholism & Drug Abuse
Corporations, Authorities & Commissions
Consumer Affairs
Housing
Insurance
Judiciary
Tourism, Parks, Arts & Sports Development

June 3, 2015

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

To whom it may concern:

I write concerning Bloomfield Industries, Inc (Bloomfield) application for a medical marijuana license. Based upon the documents I have reviewed, I believe Bloomfield will be able to provide a safe environment and service to their patients.

The principal of Bloomfield, Richard Yost is an accomplished business owner who has shown his commitment to bringing jobs to New York State and prioritizing environmental responsibility. Bloomfield's management team is filled with professionals that have worked in the medical cannabis industry with great success. Bloomfield advised that they will host the entirety of their operation within New York City, bringing jobs to our city.

I am confident that Bloomfield Industries, Inc will conduct their business responsibly. Bloomfield is a reputable company with a strong foundation in New York State. I believe they should be strongly considered for a dispensary.

Sincerely,

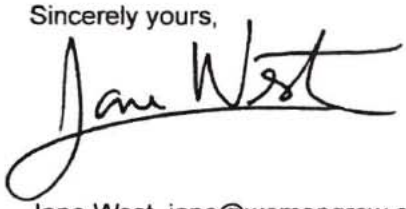
Dan Quart
Assemblymember
73rd AD

DISTRICT OFFICE: 353 Lexington Avenue, Suite 704, New York, New York 10016 • (212) 605-0937, FAX: 212-605-9948
ALBANY OFFICE: Room 530, Legislative Office Building, Albany, New York 12248 • (518) 455-4794, FAX: 518-455-4629
EMAIL: quartd@assembly.state.ny.us

I am pleased to endorse Rich Yost for his contributions as both an entrepreneur and Angel Investor across the cannabis industry. As a co-founder and the National Events Director of *Women Grow*, I have been in the unique position of seeing Rich stand out as a forward-thinking businessman in this emerging industry. He has been one of the leaders not only supporting but creating opportunities for women in this new industry. I have been particularly impressed by his gender-blind approach as he has fostered several business teams committed to introducing innovation in cannabis.

Women Grow is built upon a foundational principle that personal connections are the key to professional success. Rich is one of those people that we leverage as a connection and look forward to partnering with each time we work with him. He has supported many of our members as a committed colleague and has backed that support with a commitment of his own financial resources. Like *Women Grow*, Rich supports a redefined workplace in which each individual can flourish while cultivating the next generation of industry leaders. Rich, in my opinion, is an example of exactly the kind of leader that this industry needs.

Sincerely yours,



Jane West, jane@womengrow.com

Women Grow

women GROW

cultivating cannabis entrepreneurs

Connect

Engage with industry leaders and aspiring entrepreneurs at events nationwide.

Educate

Learn how to start or expand your cannabis company responsibly.

Empower

Help create a new industry with diverse teams from the ground up.

WomenGrow.com

CRCR
COUNCIL ON RESPONSIBLE CANNABIS REGULATION

June 1, 2015

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

Dear New York State Department of Health:

As the Executive Director of the Council on Responsible Cannabis Regulation (CRCR), I would like to share a few thoughts about Richard Yost, who is applying for a license to operate a medical marijuana manufacturing facility and four dispensing facilities in New York State as the CEO of Bloomfield Industries. In full disclosure, I am a part of the Bloomfield team myself, as the potential Government Relations Officer for the organization as well as of counsel to Vicente Sederberg LLC, which is assisting Bloomfield on the application. But I believe my insights are still worthy of consideration, even if I am not an entirely neutral party.

I have known Richard for about two years. During the time that I have known him, he has demonstrated a sincere commitment to engaging in the medical marijuana community in a manner that is meaningful. He not only talks about building a company committed to upholding the highest standards of quality, but has also supported organizations that are working to change laws in a manner that will benefit patients and society.

Last July, Richard was instrumental in helping me launch CRCR, which is dedicated to promoting and advocating for responsible regulation of marijuana-related businesses and assisting lawmakers and others who are interested in learning about the industry. Richard, recognizing the importance of this work, joined the board and provided much-needed start-up financial support.

He has been a great partner in our work to promote responsible regulations of this new industry and I know that he, as CEO, will approach that role with a similar mindset and will run a company that becomes a model for others to follow.

Sincerely,

Steve Fox, Esq.

LIANE "BUFFIE" MCFADYEN
CHAIR
DISTRICT 2

SAL PACE
CHAIR PRO TEM
DISTRICT 3

TERRY A. HART
COMMISSIONER
DISTRICT 1

GREGORY J. STYDUHAR
COUNTY ATTORNEY

OFFICE OF COMMISSIONER SAL PACE

May 26, 2015

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

Dear New York State Department of Health:

I am a County Commissioner in Pueblo County, which is the one of the largest counties in the state of Colorado. In my role as County Commissioner, I work closely with the law firm Vicente Sederberg LLC and its founding member, Brian Vicente. Pueblo County hired Vicente Sederberg LLC in August of 2013 and has worked with them since that time as the chief drafters of marijuana regulatory laws for our county. During this period, Brian Vicente has worked closely with our staff to draft comprehensive local laws governing the regulated cultivation, manufacturing, and retail of marijuana and marijuana products. Vicente and his associates led several county-wide, public meetings to address issues brought by community members and incorporated these concerns into local ordinances. In the end, I believe Pueblo County has the most thoughtful and comprehensive marijuana regulations in the country.

I encourage you to reach out to me to discuss our local laws and the work of Vicente Sederberg LLC. They have greatly assisted our county and I give them a strong recommendation.

Sincerely,

Sal Pace

Sal Pace,
County Commissioner

PUEBLO COUNTY COURTHOUSE
215 W. 10TH ST., PUEBLO, CO 81003-2992
(719) 583-6000
FAX: (719) 583-6549
www.county.pueblo.org

NEW YORK

BLOOMFIELD
INDUSTRIES INC

EMPLOYEE HANDBOOK

rev. 2015

EMPLOYEE HANDBOOK
Bloomfield Industries Inc.

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FOREWORD

Whether you have just joined our staff or have been at Bloomfield Industries Inc. for a while, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Bloomfield Industries Inc. to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all 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 the Human Resources department. Neither this handbook nor any other company document confers any contractual right, either express or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time. No supervisor or other representative of the company (except the president) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except Bloomfield Industries Inc. employees and others affiliated with Bloomfield Industries Inc. whose knowledge of the information is required in the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.

DIVERSITY

Equal Employment Opportunity Statement

Bloomfield Industries Inc. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. Bloomfield Industries Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Bloomfield Industries Inc. expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Bloomfield Industries Inc. employees to perform their expected job duties is absolutely not tolerated.

Anti-harassment Policy and Complaint Procedure

Bloomfield Industries Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Bloomfield Industries Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Bloomfield Industries Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. Bloomfield Industries Inc. prohibits any such discrimination or harassment.

Bloomfield Industries Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Bloomfield Industries Inc. to promptly and thoroughly investigate such reports. Bloomfield Industries Inc. prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment
Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered
These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Bloomfield Industries Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources department or any member of management.

When possible, Bloomfield Industries Inc. encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Bloomfield Industries Inc. recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Bloomfield Industries Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Bloomfield Industries Inc. to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Bloomfield Industries Inc. Contact the Human Resources department with any questions or requests for accommodation.

EMPLOYMENT

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 Bloomfield Industries 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.

Bloomfield Industries 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 30 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 20 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 company policy or are deemed eligible according to plan documents.

Background and Reference Checks

To ensure that individuals who join Bloomfield Industries Inc. are well qualified and to ensure that Bloomfield Industries Inc. maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Bloomfield Industries Inc. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead Bloomfield Industries Inc. to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

Bloomfield Industries Inc. also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

Internal Transfers/Promotions

Employees with more than twelve months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. At the same time, the company may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements.

Bloomfield Industries Inc. offers employees promotions to higher-level positions when appropriate. Management prefers to promote from within and may first consider current employees with the necessary qualifications and skills to fill vacancies above

the entry level, unless outside recruitment is considered to be in the company's best interest.

To be considered, employees must have held their current position for at least 12 months, have a satisfactory performance record and have no disciplinary actions during the last 12 months. Management retains the discretion to make exceptions to the policy.

Nepotism, Employment of Relatives and Personal Relationships

Bloomfield Industries Inc. wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management and the Human Resources department of the relationship.

Bloomfield Industries Inc. reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

Progressive Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

Bloomfield Industries Inc. supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. Bloomfield Industries Inc. reserves the right to combine or skip steps in this process

depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines Bloomfield Industries Inc.'s progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.

- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.

- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

Bloomfield Industries Inc. reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Separation of Employment

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where

job or business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

- **Retirement:** Employees who wish to retire are required to notify their department director and the Human Resources department in writing at least one (1) month before the planned retirement date.

  It is the practice of Bloomfield Industries Inc. to give special recognition to employees at the time of their retirement. The recipient must be employed with Bloomfield Industries Inc. for five (5) years to be eligible for a retirement gift. The amount provided for the gift is $100 per year, based on the employee's uninterrupted full-time service. The department director should contact the Human Resources department to purchase a gift or a gift card. Departmental funds may not be used to augment the gift.

- **Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resources department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

- **Termination:** Employees of Bloomfield Industries Inc. are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

Return of Company Property

The separating employee must return all company property at the time of separation, including uniforms, cell phones, keys, PCs and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

The separating employee shall contact the Human Resources department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Accrued vacation leave will be paid in the last paycheck unless the employee resigned and did not give and work a full two weeks' notice.

Health insurance terminates the last day of the month of employment, unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left Bloomfield Industries Inc. in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources department, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Supervisors must obtain approval from the Human Resources department or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

WORKPLACE SAFETY

Drug-Free Workplace

Bloomfield Industries Inc. is committed to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, Bloomfield Industries Inc. is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of Bloomfield Industries Inc. The Human Resources department is responsible for policy administration.

Employee Assistance and Drug-Free Awareness
Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Human Resources department, whose members have been trained to make referrals and assist employees with drug/alcohol problems.

Bloomfield Industries Inc. will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Work Rules
The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
    - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
    - Being under the influence of alcohol or an illegal drug as defined in this policy.

- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.

- Bloomfield Industries Inc. will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing
The company retains the right to require the following tests:

- **Pre-employment:** All applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. The Human Resources department must be consulted before sending an employee for reasonable suspicion testing.

- **Post-accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

- **Follow-up**: Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, Bloomfield Industries Inc. may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms,

which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

Consequences
Applicants who refuse to cooperate in a drug test or who test positive will not be hired. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and the Human Resources department. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality
Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

Inspections
Bloomfield Industries Inc. reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

Crimes Involving Drugs
Bloomfield Industries Inc. prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

Workplace Bullying

Bloomfield Industries Inc. defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more

persons against another or others, at the place of work and/or in the course of employment." Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Bloomfield Industries Inc. considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.

- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.

- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

Violence in the Workplace

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. Bloomfield Industries Inc. resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. Bloomfield Industries Inc. treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, the Human Resources department, member of Bloomfield Industries Inc.'s Threat Management Team or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as

possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resources department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. Bloomfield Industries Inc. will not retaliate against employees making good-faith reports. Bloomfield Industries Inc. is committed to supporting victims of intimate partner violence by providing referrals to Bloomfield Industries Inc.'s employee assistance program (EAP) and community resources and providing time off for reasons related to intimate partner violence.

Bloomfield Industries Inc. will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Bloomfield Industries Inc. will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Bloomfield Industries Inc. may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Bloomfield Industries Inc. encourages employees to bring their disputes to the attention of their supervisors or the Human Resources department before the situation escalates. Bloomfield Industries Inc. will not discipline employees for raising such concerns.

Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee

witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

The Health and Safety Committee and the safety director shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment.

Smoke-Free Workplace

It is the policy of Bloomfield Industries Inc. to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind."

The smoke-free workplace policy applies to:

- All areas within company buildings and within a 50 foot radius outside of any company building or entrance.
- All company-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

WORKPLACE EXPECTATIONS

Confidentiality

Our clients and other parties with whom we do business entrust the company with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know." If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

All inquiries from the media must be referred to Scott Stein, COO at (212)776-4327.

Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of Bloomfield Industries Inc. may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

Conflicts of interest could arise in the following circumstances:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with Bloomfield Industries Inc.
- Hiring or supervising family members or closely related persons.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all company employees.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their manager or the Human Resources department.

Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by Bloomfield Industries Inc. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If Bloomfield Industries Inc. determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

Attendance and Punctuality

Vacation and holidays must be scheduled with one's supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

Instances of unplanned absenteeism should be reported via email to the Human Resources department and the employee's supervisor. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

Attire and Grooming

It is important for all employees to project a professional image while at work by being appropriately attired. Bloomfield Industries Inc. employees are expected to be neat, clean and well-groomed while on the job. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed.

All employees must be covered from shoulders to knees at all times (no see-through or sleeveless clothing is permitted at any time). Natural and artificial scents may become a distraction from a well-functioning workplace and are also subject to this policy

Bloomfield Industries Inc. is confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action, which may result in termination.

Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, company-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, company-provided equipment (e.g., cell phone, laptops, computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon Bloomfield Industries Inc. or be contrary to Bloomfield Industries Inc.'s best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.

- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.

- Employees must not use the system in a way that disrupts its use by others. Employees are prohibited from sending or receiving files that are not related to work.

- Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the company.

- Photography, including but not limited to, company property, buildings, employees or company information is strictly prohibited.

Right to Monitor
All company-supplied technology and company-related work records belong to the company and not to the employee. Bloomfield Industries Inc. routinely monitors use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

Social Media—Acceptable Use

Below are guidelines for social media use.

Employees may not post financial, confidential, sensitive or proprietary information about the company, clients, employees or applicants.

Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the company, clients, employees or applicants.

When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, "*The opinions expressed on this site are my own and do not necessarily represent the views of* Bloomfield Industries Inc."

Bloomfield Industries Inc. may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

Solicitations, Distributions and Posting of Materials

Bloomfield Industries Inc. prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Bloomfield Industries Inc. management and company-sponsored programs related to Bloomfield Industries Inc.'s products and services.

Provisions:

- Employees may only admit nonemployees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business.
- Employees may not solicit other employees during work times, except in connection with a company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event
- The posting of materials or electronic announcements are permitted with approval from the Human Resources department.

Violations of this policy should be reported to the Human Resources department.

Employee Personnel Files

Employee files are maintained by the Human Resources department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws.

Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Human Resources department. Personnel files may not be taken outside the department.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

COMPENSATION

Performance and Salary Review

Performance appraisals are conducted tri-annually. Employees will receive a performance review on the established dates of 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. The Human Resources department will review all salary increase/adjustment requests to ensure internal equity and compliance with company policies and guidelines.

Payment of Wages

Payment of wages is made on a bi-weekly basis covering base pay and overtime (non-exempt) for the pay week(s) closed immediately prior.

Paydays are usually on a Monday, however due to certain bank holidays and weekends may be earlier or later. Announcements can be expected for these occurrences.

It is the company's policy that employee paychecks will only be given personally to that employee or mailed to his/her home address.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice.

In the event of a lost paycheck, the Human Resources department must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the company within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resources department.

Except for vacation pay, no salary advances will be made.

Time Reporting

A work hour is any hour of the day that is worked and should be recorded to the nearest tenth of an hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven consecutive days beginning on Sunday and ending on Saturday. The usual workweek period is 40 hours.

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 hours in a workweek and should be recorded to the nearest tenth of an hour. Overtime must be approved in advance by the manager to whom the employee reports.

Employees will submit their time record weekly as directed by their manager. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules should be appropriately recorded.

Meal/Rest Periods

The scheduling of meal periods at Bloomfield Industries Inc. is set by the employee's immediate manager with the goal of providing the least possible disruption to company operations.

Mandatory Meal Period

Employee meal periods are important to company productivity and employee health. Employees who work at least 6 consecutive hours will be provided a meal break not to exceed 30 minutes. Employees working for a period or shift starting before 11 o'clock in the morning and continuing later than 7 o'clock in the evening shall be allowed an additional meal period of at least 20 minutes between 5 and 7 o'clock in the evening.

The meal period(s) will not be included in the total hours of work per day and is/are not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods.

Impermissible Use of Meal Periods
The meal period may not be used to account for an employee's late arrival or early departure or to cover time off for other purposes—for example, meal breaks may not be accumulated to extend a meal period or skipped to accommodate a late arrival.

Overtime Pay (nonexempt employees)

The workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night.

Nonexempt employees who exceed 40 hours of work time in a workweek will be paid time and one half.

Paid leave, such as holiday, sick or vacation pay, does not apply toward work time.

Supervisors are required to obtain approval from managers prior to the use of overtime.

Employees who anticipate the need for overtime to complete the week's work must notify the supervisor in advance and obtain approval before working hours that extend beyond their normal schedule.

During busy periods employees may be required to work extended hours.

On-Call Pay (nonexempt employees)

An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater.

Time worked while on call will be calculated at the employee's regular rate of pay. If an employee is called back to work, he or she will be paid for travel time. If an on-call employee is not called back, no pay will be earned. Overtime compensation is applicable only when total hours worked exceed 40 hours in a workweek.

Employee Travel and Reimbursement

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the company.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit a Travel Reimbursement Form and supporting documentation to obtain reimbursement of expenses.

Exempt employees will be paid their regular salary for weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

TIME OFF/LEAVES OF ABSENCE

Holiday Pay

Bloomfield Industries 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. Vacation leave accrual begins on the first day of full- or part-time employment. Vacation leave is accrued according to the following schedule:

First day of employment – 5 year anniversary	1.54 hours accrued per 40 hours worked
5 year anniversary – 10 year anniversary	3.08 hours accrued per 40 hours worked
10 year anniversary +	4.62 hours accrued per 40 hours worked

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 the supervisor 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. The supervisor 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. If the request for vacation leave is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

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.

Vacation leave taken beyond an employee's available vacation balance may be unpaid unless otherwise required under state or federal law.

Vacation accruals may be rolled over from calendar year to calendar year, not to exceed the amount earned in the year in which the accrual is rolling from. *For example, if an employee earns 120 hours in a calendar year, had 80 hours roll over from the year prior, and never took any time during the year in which the total of 200 hours were available, the employee would only be able to roll over 120 hours (the amount earned in the year in which the accrual is rolling from) to the next year.*

If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee's base rate of pay at termination. In the event of the employee's death, earned unused vacation time will be paid to the employee's estate or designated beneficiary.

Sick Leave

All full- and part-time employees are eligible for sick leave benefits. Sick leave accrual begins on the first day of full- or part-time employment. Sick leave is accrued according to the following schedule:

All full or part-time employees	1.54 hours accrued per 40 hours worked (80 hour maximum per calendar year)

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 accruals may be rolled over from calendar year to calendar year, not to exceed the amount earned in the year in which the accrual is rolling from. *For example, if an employee earns 80 hours in a calendar year, had 80 hours roll over from the year prior, and never took any time during the year in which the total of 160 hours were available, the employee would only be able to roll over 80 hours (the amount earned in the year in which the accrual is rolling from) to the next year.*

Sick leave may be accrued to a maximum of 80 hours per calendar year. 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. Sick leave may not be used immediately before or after a planned 2-week vacation.

Family and Medical Leave Act (Employers with 50 or more Employees)

Upon hire, Bloomfield Industries Inc. provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities Under the Family and Medical Act .

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact the Human Resources department in writing.

General Provisions
Under this policy, Bloomfield Industries Inc. will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility
To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The

principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.

- The placement of a child for adoption or foster care and to care for a newly placed child.

- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).

- The serious health condition (described below) of the employee.

  An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

  A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

  This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resources department.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

  An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

  Covered active duty means:
  - In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
  - In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

  The leave may commence as soon as the individual receives the call-up notice. (*Son* or *daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

  An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury* or *illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured

forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits during Leave
While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status after Leave
An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Use of Paid and Unpaid Leave
All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule
The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Certification for the Employee's Serious Health Condition
The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for the Family Member's Serious Health Condition
The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of Qualifying Exigency for Military Family Leave
The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave
The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification
The company may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave
All employees requesting FMLA leave must provide the Human Resources department with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR manager will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave
Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave
The company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Personal Leave of Absence

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved.

Please contact the Human Resources department for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

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 five 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 three 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.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of an employee or retiree of the company.

Jury Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. The company will pay regular full-time and regular part-time employees for time off for jury duty up to one week of pay.

Voting Leave

Voting Time
All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to three hours during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

Election Leave
Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded appropriately on timekeeping records.

Military Leave of Absence

Bloomfield Industries Inc. is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact the Human Resources department

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact the Human Resources department to request leave as soon as they are aware of the need for leave.

Lactation/Breastfeeding

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. Bloomfield Industries Inc. has designated a room for this purpose. A small refrigerator reserved for the specific storage of breast milk is available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting the Human Resources department. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

BENEFITS

For more information regarding benefits programs, please refer to the company Summary Plan Descriptions, which were provided to employees upon hire, or contact the Human Resources department.

Medical and Dental Insurance

The company currently offers regular full-time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical and dental insurance coverage options after they have been employed for 30 days.

Employees have up to 30 days from their date of hire to make medical and dental plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resources department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, employees may change medical and dental elections for the following calendar year.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

Same-Sex Marriages, Civil Unions and Domestic Partners

Same-sex marriages/Civil Unions are persons who:

- Are at least 18 years of age and of the same of the same biological gender
- Have participated in a legally recognized marriage or civil union ceremony in a state which legally allows and recognizes same-sex marriages/civil unions.

Domestic partners are persons who:

- Are at least 18 years of age and of the same gender.
- Are not legally married to any person and are not related in any way that would prohibit marriage in the company's state of operation.
- Share permanent residence.

Domestic partners must have two of the following:

- Joint lease, mortgage or deed.
- Joint ownership of a vehicle.

- Joint ownership of a checking account or credit account.
- Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- Shared household expenses.

Domestic partners are persons who:

- Are at least 18 years of age and of the same gender.
- Are not legally married to any person and are not related in any way that would prohibit marriage in the company's state of operation.

Share permanent residence

Company registration of a domestic partnership will be required for coverage under company benefits.

- An employee who wishes to register a domestic partnership must contact the Human Resources department for information and the registration form. Upon receipt of a properly completed form, the department will consider the partnership registered as of the date on the form's signature line.
- Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.
- Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.
- Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.
- An employee may terminate a domestic partnership by notifying the Human Resources department in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

Pre-tax Transit Benefits

The company offers a pre-tax transit expense assistance program to full time employees in accordance with the Affordable Transit Act. This program allows funds to be set aside on a pre-tax basis to pay for transportation expenses in accordance with federal monthly limits.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

Flexible Spending Account

As part of the company's Flexible Benefits Plan, we currently offer an employee-funded flexible spending account (FSA) to regular full-time employees hired on or before January 1 of a calendar year. Plan participants may elect an annual amount of flexible dollars to pay for eligible health care expenses, including medical or dental insurance deductibles, copayments, and out-of-pocket costs for vision care and other types of care.

If eligible medical or dental expenses are less than the elected annual amount of flex dollars for that year, the balance will be forfeited.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

Short-Term Disability Benefits

The company's short-term disability plan is a benefit that provides partial pay for employees who are unable to work due to illness, injury or disability not related to work, after an absence of more than seven consecutive calendar days. Benefits begin on the eighth day of disability and continue for related absences up to a maximum of 26 weeks during 52 consecutive weeks. Employees will not be able to return to work without submitting to the Human Resources department a note from a physician or licensed health care professional authorizing the employee's return. Any time spent on short-term disability counts as part of the employee's FMLA leave.

Employees requesting short-term disability benefits should contact the Human Resources department.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

Workers' Compensation Benefits

The company is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries must immediately notify their department supervisor.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Bloomfield Industries Inc., and I understand that I should consult my manager or the Human Resources department regarding any questions not answered in the handbook. I have entered into my employment relationship with Bloomfield Industries Inc. voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Bloomfield Industries 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 Bloomfield Industries 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 Bloomfield Industries 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 Bloomfield Industries 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 Bloomfield Industries 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 Bloomfield Industries 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 Bloomfield Industries Inc. is employment at will, which may be terminated at the will of either Bloomfield Industries 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 Bloomfield Industries 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

Attachment K.

Internet Connectivity and Communications Plan

Bloomfield's Director of Technology, Jeff Cohen, is an industry veteran with more than 27 years supporting fortune 5000 companies with their telecom and data infrastructure needs. Our security plan requires a constant data connection for surveillance and our culture dictates that communication channels will always be open. For those reasons we have selected to use a 2n+1 redundant strategy.

Our primary network connection will be a closed private MPLS network with 10 MB at each Patient Center and 50MB at our manufacturing facility to support security, data transfer and video surveillance. The BiotrackTHC system will be run on two servers concurrently that are located in geographically diverse Tier 4 Data Centers.

Attached hereto are the quotes received from the network and broadband providers we will contract with. Each site will also be serviced with two additional independent data connections and POTs {Plain Ordinary Telephone) lines with "old fashion" phones that do not require electricity. We will use bonded T-1's (3MB) to serve as our first backup and the local cable providers, Optimum and Time Warner for basic Internet connectivity as our "+1" backup for Internet and hosted PBX/VOIP (Voice over IP) phone service. Additionally all locations will be equipped with a cellular hotspot on automatic fail-over positioned in the router.

For the comfort of our employees, patients, and visitors, we will provide a separate and unprotected WIFI connection for easy access to personal data needs. The corporate WIFI will not broadcast its SSID and will be password protected with a hexadecimal PIN.

Our telephone service will be hosted PBX over the secure network. This will enable our team to be accessible via find-me-follow-me technology regardless of geographic location within a facility or city. Communication is at the heart of our team and all efforts to ensure uptime of 99.999% have been taken.

Utilizing a closed loop "Face-time / Google hangout" video conferencing system, our horticulture, manufacturing, and science team members will have the ability to visually communicate with all managers as well as security without needing to leave a secure area. Tablets will be mounted and available throughout the facility at each security access point (door) for easy access to enable visual communication amongst team members.

Customer Name			
Customer Name	Bloomfield Industries - Bloomfield Industries-Long Island City	Proposal / Quote ID	973399
Install Street Address	30-2 BORDEN AVE	City, State, Zip	LONG ISLAND CITY, NY, 11101
Opportunity ID		Contract Term	36

Bundled Services	Total Qty	Price/Unit	Total Price
MPLS VPN Bundle			
Bandwidth	50 Mbps	--	--
Transport Ethernet	1	--	--
MPLS VPN	Yes	--	--
Total Services			**$1,241.71**

	Included	Total Qty	Price/Unit	Total Price
Managed Network Security - Cloud				
Managed Network Security Cloud Advanced Charge 30.0 Mb	--	1	$275.00	$275.00
VPN				
ADTRAN-NET 3448-ETH Charge	--	1	$10.00	$10.00
Advanced Managed Router Charge	--	1	$25.00	$25.00
IP Blocks - LAN	--	1	$1.00	$1.00
Quality of Service Charge	--	1	$1.00	$1.00
Total Features				**$312.00**

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	$0.00	$0.00
Local Loop Install Charge	--	1	$0.00	$0.00
VPN				
Data Accessories kit 1 Charge	--	1	$0.00	$0.00
Advanced Managed Router Install Charge	--	1	$0.00	$0.00
Data Installation Charge	--	1	$0.00	$0.00
Total Other Charges (Non-Recurring)				**$0.00**

Total Solution	Total Price
Total Location Monthly Recurring Charges	**$1,553.71**
Total Non-Recurring Charges	**$0.00**

The information, including any cost information provided in this quote is for illustrative purposes only and nothing herein shall be considered a binding obligation between Windstream and Bloomfield Industries-Long Island City. In addition, said cost information does not include information concerning taxes and surcharges, which Bloomfield Industries-Long Island City would be responsible for in accordance with Windstreams's proposal. Any agreement that may come about between Bloomfield Industries-Long Island City and Windstream as a result of this quote would be in accordance with the terms and conditions of Windstreams's proposal, executed by both parties, which would be the basis for any resulting contract with Bloomfield Industries-Long Island City. This offer is voidable at Windstream's option if not signed by Customer and returned to Windstream by 7/2/2015.

Customer Name			
Customer Name	Bloomfield Industries - Bloomfield Industries-Syracuse	Proposal / Quote ID	973399
Install Street Address	1304 BUCKLEY RD	City, State, Zip	SYRACUSE, NY, 13212
Opportunity ID		Contract Term	36

Bundled Services	Total Qty	Price/Unit	Total Price
MPLS VPN Bundle			
Bandwidth	10 Mbps	--	--
Transport Ethernet	1	--	--
MPLS VPN	Yes	--	--
Total Services			**$800.00**

	Included	Total Qty	Price/Unit	Total Price
VPN				
ADTRAN-NET 3430-ETH Charge	--	1	$10.00	$10.00
Advanced Managed Router Charge	--	1	$25.00	$25.00
Quality of Service Charge	--	1	$1.00	$1.00
Total Features				**$36.00**

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	$0.00	$0.00
Local Loop Install Charge	--	1	$0.00	$0.00
VPN				
Data Accessories kit 1 Charge	--	1	$0.00	$0.00
Advanced Managed Router Install Charge	--	1	$0.00	$0.00
Data Installation Charge	--	1	$0.00	$0.00
Total Other Charges (Non-Recurring)				**$0.00**

Total Solution	Total Price
Total Location Monthly Recurring Charges	**$836.00**
Total Non-Recurring Charges	**$0.00**

Customer Name			
Customer Name	Bloomfield Industries - Bloomfield Industries-Lake Success	Proposal / Quote ID	973399
Install Street Address	2001 MARCUS AVE	City, State, Zip	NEW HYDE PARK, NY, 11042
Opportunity ID		Contract Term	36

Bundled Services	Total Qty	Price/Unit	Total Price

The information, including any cost information provided in this quote is for illustrative purposes only and nothing herein shall be considered a binding obligation between Windstream and Bloomfield Industries-Long Island City. In addition, said cost information does not include information concerning taxes and surcharges, which Bloomfield Industries-Long Island City would be responsible for in accordance with Windstreams's proposal. Any agreement that may come about between Bloomfield Industries-Long Island City and Windstream as a result of this quote would be in accordance with the terms and conditions of Windstreams's proposal, executed by both parties, which would be the basis for any resulting contract with Bloomfield Industries-Long Island City. This offer is voidable at Windstream's option if not signed by Customer and returned to Windstream by 7/2/2015.

MPLS VPN Bundle			
Bandwidth	10 Mbps	--	--
Transport Ethernet	1	--	--
MPLS VPN	Yes	--	--
Total Services			**$800.00**

	Included	Total Qty	Price/Unit	Total Price
VPN				
ADTRAN-NET 3430-ETH Charge	--	1	$10.00	$10.00
Advanced Managed Router Charge	--	1	$25.00	$25.00
Quality of Service Charge	--	1	$1.00	$1.00
Total Features				**$36.00**

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	$0.00	$0.00
Local Loop Install Charge	--	1	$0.00	$0.00
VPN				
Data Accessories kit 1 Charge	--	1	$0.00	$0.00
Advanced Managed Router Install Charge	--	1	$0.00	$0.00
Data Installation Charge	--	1	$0.00	$0.00
Total Other Charges (Non-Recurring)				**$0.00**

Total Solution	Total Price
Total Location Monthly Recurring Charges	**$836.00**
Total Non-Recurring Charges	**$0.00**

Customer Name			
Customer Name	Bloomfield Industries - Bloomfield Industries-"Buffalo" Williamsville	Proposal / Quote ID	973399
Install Street Address	52 S UNION RD	City, State, Zip	BUFFALO, NY, 14221
Opportunity ID		Contract Term	36

Bundled Services	Total Qty	Price/Unit	Total Price

MPLS VPN Bundle			
Bandwidth	10 Mbps	--	--
Transport Ethernet	1	--	--
MPLS VPN	Yes	--	--
Total Services			**$800.00**

The information, including any cost information provided in this quote is for illustrative purposes only and nothing herein shall be considered a binding obligation between Windstream and Bloomfield Industries-Long Island City. In addition, said cost information does not include information concerning taxes and surcharges, which Bloomfield Industries-Long Island City would be responsible for in accordance with Windstreams's proposal. Any agreement that may come about between Bloomfield Industries-Long Island City and Windstream as a result of this quote would be in accordance with the terms and conditions of Windstreams's proposal, executed by both parties, which would be the basis for any resulting contract with Bloomfield Industries-Long Island City. This offer is voidable at Windstream's option if not signed by Customer and returned to Windstream by 7/2/2015.

	Included	Total Qty	Price/Unit	Total Price
VPN				
ADTRAN-NET 3430-ETH Charge	--	1	$10.00	$10.00
Advanced Managed Router Charge	--	1	$25.00	$25.00
Quality of Service Charge	--	1	$1.00	$1.00
Total Features				**$36.00**

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	$0.00	$0.00
Local Loop Install Charge	--	1	$0.00	$0.00
VPN				
Data Accessories kit 1 Charge	--	1	$0.00	$0.00
Advanced Managed Router Install Charge	--	1	$0.00	$0.00
Data Installation Charge	--	1	$0.00	$0.00
Total Other Charges (Non-Recurring)				**$0.00**

Total Solution	Total Price
Total Location Monthly Recurring Charges	**$836.00**
Total Non-Recurring Charges	**$0.00**

Customer Name

Customer Name	Bloomfield Industries - Bloomfield Industries-New York	Proposal / Quote ID	973399
Install Street Address	345 E 37TH ST	City, State, Zip	NEW YORK, NY, 10016
Opportunity ID		Contract Term	36

Bundled Services	Total Qty	Price/Unit	Total Price
MPLS VPN Bundle			
Bandwidth	10 Mbps	--	--
Transport Ethernet	1	--	--
MPLS VPN	Yes	--	--
Total Services			**$800.00**

	Included	Total Qty	Price/Unit	Total Price
VPN				
ADTRAN-NET 3430-ETH Charge	--	1	$10.00	$10.00
Advanced Managed Router Charge	--	1	$25.00	$25.00
Quality of Service Charge	--	1	$1.00	$1.00
Total Features				**$36.00**

The information, including any cost information provided in this quote is for illustrative purposes only and nothing herein shall be considered a binding obligation between Windstream and Bloomfield Industries-Long Island City. In addition, said cost information does not include information concerning taxes and surcharges, which Bloomfield Industries-Long Island City would be responsible for in accordance with Windstreams's proposal. Any agreement that may come about between Bloomfield Industries-Long Island City and Windstream as a result of this quote would be in accordance with the terms and conditions of Windstreams's proposal, executed by both parties, which would be the basis for any resulting contract with Bloomfield Industries-Long Island City. This offer is voidable at Windstream's option if not signed by Customer and returned to Windstream by 7/2/2015.

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Special Construction Install Charge	--	1	$0.00	$0.00
Local Loop Install Charge	--	1	$0.00	$0.00
VPN				
Data Accessories kit 1 Charge	--	1	$0.00	$0.00
Advanced Managed Router Install Charge	--	1	$0.00	$0.00
Data Installation Charge	--	1	$0.00	$0.00
Total Other Charges (Non-Recurring)				**$0.00**

Total Solution	Total Price
Total Location Monthly Recurring Charges	**$836.00**
Total Non-Recurring Charges	**$0.00**

Summary	Total Price
Total Monthly Recurring Charges	**$4,897.71**
Total Non-Recurring Charges	**$0.00**

The information, including any cost information provided in this quote is for illustrative purposes only and nothing herein shall be considered a binding obligation between Windstream and Bloomfield Industries-Long Island City. In addition, said cost information does not include information concerning taxes and surcharges, which Bloomfield Industries-Long Island City would be responsible for in accordance with Windstreams's proposal. Any agreement that may come about between Bloomfield Industries-Long Island City and Windstream as a result of this quote would be in accordance with the terms and conditions of Windstreams's proposal, executed by both parties, which would be the basis for any resulting contract with Bloomfield Industries-Long Island City. This offer is voidable at Windstream's option if not signed by Customer and returned to Windstream by 7/2/2015.

ORDER FORM & AGREEMENT
Bloomfield Industries
June 1, 2015

Deal Number: **1499631453**
Account Executive: **Cynergy Telecom LLC**

Company Information

Company Name: Bloomfield Industries
Address: 2001 Marcus Ave, New Hyde Park, NY 11042
Main Phone #:
Website:
Primary Contact Name: Byron Braun
Primary Contact Phone: (678) 369-9618
Primary Contact Email: bbraun@cynergytelecom.com

Business Type: _____
Federal Tax ID #: _____
Social Security #: _____
Bank Name: _____
Bank Account #: _____
D-U-N-S #: _____
Tax Exempt Status: _____

Summary of Monthly Recurring Charges

2001 Marcus Ave, New Hyde Park, NY 11042

Product	Variable	Fixed (MRC)
OfficeSuite Phone: 3.0 Mb/s	-	$667.32
POTS: ClearPak Local Allowance 3.0 GR	USAGE*	$38.14
Location Sub-Total		**$705.46**

345 E 37th St, New York, NY 10016

Product	Variable	Fixed (MRC)
POTS: ClearPak Local Allowance 3.0 GR	USAGE*	$38.14
OfficeSuite Phone: 3.0 Mb/s	-	$667.32
Location Sub-Total		**$705.46**

52 S Union Rd, Williamsville, NY 14221

Product	Variable	Fixed (MRC)
OfficeSuite Phone: 3.0 Mb/s	-	$667.32
POTS: ClearPak Local Allowance 3.0 GR	USAGE*	$38.14
Location Sub-Total		**$705.46**

1304 Buckley Rd, Syracuse, NY 13212

Product	Variable	Fixed (MRC)
POTS: ClearPak Local Allowance 3.0 GR	USAGE*	$38.14
OfficeSuite Phone: 3.0 Mb/s	-	$667.32
Location Sub-Total		**$705.46**

3002 Borden Ave, Long Island City, NY 11101

Product	Variable	Fixed (MRC)

OfficeSuite Phone: 10 Mb/s	-	$1,213.30
POTS: ClearPak Local Allowance 3.0 GR	USAGE*	$38.14
Location Sub-Total		**$1,251.44**
TOTALS		**$4,073.28**

** Refer to the DETAILED PROPOSAL document referenced herein for a complete itemization of all rates.*

Estimated one-time fees including install fees, professional services, and equipment required to configure services is **$0.00**.

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

Acknowledgements & Authorizations

By signing this Order Form and Agreement, Customer authorizes Broadview Networks, Inc. ("Company") to provide it with the "Services", at the locations and for the rates set forth above, and agrees to pay Company said rates for such Services at such locations, for the full Contract Term. The Services shall be provided in accordance with Company Tariffs maintained on file with applicable federal and state regulatory authorities (the "Tariffs"), the Master Terms and Conditions and the Product-Specific Terms and Conditions available on Company's website and the "DETAILED PROPOSAL" attached hereto, all of which are expressly incorporated by reference herein. Rates and charges are exclusive of taxes, surcharges and fees, which in addition to applicable non-recurring and other charges, are set forth in Company Tariffs and on Company's "Standard Pricing Schedules" (also available on Company's website), as modified from time to time.

The Master Terms and Conditions and Product-Specific Terms and Conditions can be found at:
- Master Terms and Conditions:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/Master_TC.pdf
- E911 Policy:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/E911_Policy.pdf
- OfficeSuite® Terms and Agreements:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/OfficeSuite_TC.pdf
- POTS Terms and Agreements:
  http://corporate.broadviewnet.com/customer-terms-and-conditions/POTS_TC.pdf

Customer agrees to furnish such letters of agency/authorization to Company as shall be required in connection with the Services. Customer authorizes Company to contact credit references, to obtain credit reports through credit bureaus and to undertake such investigation as shall be reasonable and necessary to verify Customer's credit history.

Customer acknowledges as follows and represents that the undersigned is authorized to make such acknowledgement and to execute this Order Form and Agreement on its behalf.

- I have read and agree to the Master Terms and Conditions
- I have read and agree to the Product-Specific Terms and Conditions
- I understand that this Order Form and Agreement is for a term of 3 years and that early termination charges may apply if it is terminated early
- I have read and understand the VoIP Notification, Important Customer Information Regarding Emergency Services - 911 Dialing (available at *http://www.broadviewnet.com/About-Broadview-Networks/customer-terms-conditions/*)

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

DETAILED PROPOSAL
Bloomfield Industries
June 1, 2015

Deal Number: **1499631453**
Account Executive: **Cynergy Telecom LLC**
Term Length: **3 years**

Company Information

Company Name: Bloomfield Industries
Address: 2001 Marcus Ave, New Hyde Park, NY 11042
Main Phone #:
Website:
Primary Contact Name: Byron Braun
Primary Contact Phone: (678)369-9618
Primary Contact Email: bbraun@cynergytelecom.com

Secondary Contact Name: _____
Secondary Contact Phone: _____
Secondary Contact Email: _____
Billing Contact Name: Byron Braun
Billing Contact Phone: (678)369-9618
Billing Contact Email: bbraun@cynergytelecom.com
Bill Format: Paperless Bill

2001 Marcus Ave, New Hyde Park, NY 11042

Site Contact: Byron Braun **Site TN:** (678) 369-9618 **Site Email:** bbraun@cynergytelecom.com
Vendor (PBX) Contact: _____ **Vendor TN:** _____ **Vendor Email:** _____
Demarc: _____

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
OfficeSuite Phone				
OfficeSuite	1	0.00***	0.00	$0.00
Speed: 3.0 Mb/s	1		0.00	$0.00
Transport: Standard Transport	1		0.00	$0.00
Handoff: Standard	1		0.00	$0.00
VoIP: 3.0 Mb/s	1	0.00***	500.00***	$500.00
Simultaneous Call Capacity	4		25.00***	$100.00
16-Key LCD (5320) Phone included *Power supply for desk phones are not included and must be purchased separately if required.*	4***	0.00***	12.00***	$48.00
International Plan: Basic Rates	1		0.00	$0.00
Power Supply and Cord	4		1.00	$4.00
Regulatory Adjustment Fee (RAF)	4		3.83	$15.32
Mileage Fixed Charge	2		0.00	$0.00
Mileage Variable Charge	2		0.00	$0.00
OfficeSuite Phone Sub-Total		**$0.00**		**$667.32**

*** Indicates special pricing.

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

2001 Marcus Ave, New Hyde Park, NY 11042

Additional Information for OfficeSuite Phone

Installing Party	Broadview
Main Line Calling Line ID	.
OfficeSuite Extension Length	4 digit (1000-5999)
Tenant Admin Name	
Tenant Admin Email	
Tenant Admin Desired Extension	
CPE [If Customer Provided]: Cisco Router Model	
CPE [If BVN]: Make, Model, Part Number	
REF	

Special Instructions for OfficeSuite Phone:

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
POTS				
Rate Plan: ClearPak Local Allowance 3.0 GR	1		0.00	$0.00
Line Charge (existing lines)	1		22.25	$22.25
Local Overage Charge			0.018	*USAGE*
Regional LD Overage Charge			0.018	*USAGE*
Long Distance Overage Charge			0.039	*USAGE*
International Calling Plan: Global Business Basic	1		0.00	$0.00
FCC	1		6.47	$6.47
PICC	1		3.78	$3.78
Regulatory Adjustment Fee	1		3.83	$3.83
Carrier Cost Recovery	1		1.51	$1.51
LNP	1		0.30	$0.30
Wireless LNP	1		0.00	$0.00
POTS Sub-Total		**$0.00**		**$38.14**

Special Instructions for POTS:

Location Sub-Total		**$0.00**		**$705.46**

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

345 E 37th St, New York, NY 10016

Site Contact: Byron Braun **Site TN:** (678) 369-9618 **Site Email:** bbraun@cynergytelecom.com

Vendor (PBX) Contact: _____ **Vendor TN:** _____ **Vendor Email:** _____

Demarc: _____

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
POTS				
Rate Plan: ClearPak Local Allowance 3.0 GR	1		0.00	$0.00
Line Charge (existing lines)	1		22.25	$22.25
Local Overage Charge			0.018	*USAGE*
Regional LD Overage Charge			0.018	*USAGE*
Long Distance Overage Charge			0.039	*USAGE*
International Calling Plan: Global Business Basic	1		0.00	$0.00
FCC	1		6.47	$6.47
PICC	1		3.78	$3.78
Regulatory Adjustment Fee	1		3.83	$3.83
Carrier Cost Recovery	1		1.51	$1.51
LNP	1		0.30	$0.30
Wireless LNP	1		0.00	$0.00
POTS Sub-Total		**$0.00**		**$38.14**

Special Instructions for POTS:

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
OfficeSuite Phone				
OfficeSuite	1	0.00***	0.00	$0.00
Speed: 3.0 Mb/s	1		0.00	$0.00
Transport: Standard Transport	1		0.00	$0.00
Handoff: Standard	1		0.00	$0.00
VoIP: 3.0 Mb/s	1	0.00***	500.00***	$500.00
Simultaneous Call Capacity	4		25.00***	$100.00
16-Key LCD (5320) Phone included *Power supply for desk phones are not included and must be purchased separately if required.*	4***	0.00***	12.00***	$48.00
International Plan: Basic Rates	1		0.00	$0.00

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

345 E 37th St, New York, NY 10016				
Power Supply and Cord	4		1.00	$4.00
Regulatory Adjustment Fee (RAF)	4		3.83	$15.32
Mileage Fixed Charge	2		0.00	$0.00
Mileage Variable Charge	2		0.00	$0.00
OfficeSuite Phone Sub-Total		**$0.00**		**$667.32**

*** Indicates special pricing.

Additional Information for OfficeSuite Phone

Installing Party	Broadview
Main Line Calling Line ID	.
OfficeSuite Extension Length	4 digit (1000-5999)
Tenant Admin Name	
Tenant Admin Email	
Tenant Admin Desired Extension	
CPE [If Customer Provided]: Cisco Router Model	
CPE [If BVN]: Make, Model, Part Number	
REF	

Special Instructions for OfficeSuite Phone:

Location Sub-Total		**$0.00**		**$705.46**

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

52 S Union Rd, Williamsville, NY 14221

Site Contact: Byron Braun **Site TN:** (678) 369-9618 **Site Email:** bbraun@cynergytelecom.com

Vendor (PBX) Contact: _____ **Vendor TN:** _____ **Vendor Email:** _____

Demarc: _____

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
OfficeSuite Phone				
OfficeSuite	1	0.00***	0.00	$0.00
Speed: 3.0 Mb/s	1		0.00	$0.00
Transport: Standard Transport	1		0.00	$0.00
Handoff: Standard	1		0.00	$0.00
VoIP: 3.0 Mb/s	1	0.00***	500.00***	$500.00
Simultaneous Call Capacity	4		25.00***	$100.00
16-Key LCD (5320) Phone included *Power supply for desk phones are not included and must be purchased separately if required.*	4***	0.00***	12.00***	$48.00
International Plan: Basic Rates	1		0.00	$0.00
Power Supply and Cord	4		1.00	$4.00
Regulatory Adjustment Fee (RAF)	4		3.83	$15.32
Mileage Fixed Charge	2		0.00	$0.00
Mileage Variable Charge	2		0.00	$0.00
OfficeSuite Phone Sub-Total		**$0.00**		**$667.32**

*** Indicates special pricing.

Additional Information for OfficeSuite Phone

Installing Party	Broadview
Main Line Calling Line ID	.
OfficeSuite Extension Length	4 digit (1000-5999)
Tenant Admin Name	
Tenant Admin Email	
Tenant Admin Desired Extension	
CPE [If Customer Provided]: Cisco Router Model	
CPE [If BVN]: Make, Model, Part Number	
REF	

Special Instructions for OfficeSuite Phone:

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
POTS				

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

52 S Union Rd, Williamsville, NY 14221				
Rate Plan: ClearPak Local Allowance 3.0 GR	1		0.00	$0.00
Line Charge (existing lines)	1		22.25	$22.25
Local Overage Charge			0.018	*USAGE*
Regional LD Overage Charge			0.018	*USAGE*
Long Distance Overage Charge			0.039	*USAGE*
International Calling Plan: Global Business Basic	1		0.00	$0.00
FCC	1		6.47	$6.47
PICC	1		3.78	$3.78
Regulatory Adjustment Fee	1		3.83	$3.83
Carrier Cost Recovery	1		1.51	$1.51
LNP	1		0.30	$0.30
Wireless LNP	1		0.00	$0.00
POTS Sub-Total		**$0.00**		**$38.14**

Special Instructions for POTS:

Location Sub-Total		**$0.00**		**$705.46**

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

1304 Buckley Rd, Syracuse, NY 13212

Site Contact: Byron Braun **Site TN:** (678) 369-9618 **Site Email:** bbraun@cynergytelecom.com

Vendor (PBX) Contact: _____ **Vendor TN:** _____ **Vendor Email:** _____

Demarc: _____

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
POTS				
Rate Plan: ClearPak Local Allowance 3.0 GR	1		0.00	$0.00
Line Charge (existing lines)	1		22.25	$22.25
Local Overage Charge			0.018	*USAGE*
Regional LD Overage Charge			0.018	*USAGE*
Long Distance Overage Charge			0.039	*USAGE*
International Calling Plan: Global Business Basic	1		0.00	$0.00
FCC	1		6.47	$6.47
PICC	1		3.78	$3.78
Regulatory Adjustment Fee	1		3.83	$3.83
Carrier Cost Recovery	1		1.51	$1.51
LNP	1		0.30	$0.30
Wireless LNP	1		0.00	$0.00
POTS Sub-Total		**$0.00**		**$38.14**

Special Instructions for POTS:

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
OfficeSuite Phone				
OfficeSuite	1	0.00***	0.00	$0.00
Speed: 3.0 Mb/s	1		0.00	$0.00
Transport: Standard Transport	1		0.00	$0.00
Handoff: Standard	1		0.00	$0.00
VoIP: 3.0 Mb/s	1	0.00***	500.00***	$500.00
Simultaneous Call Capacity	4		25.00***	$100.00
16-Key LCD (5320) Phone included *Power supply for desk phones are not included and must be purchased separately if required.*	4***	0.00***	12.00***	$48.00
International Plan: Basic Rates	1		0.00	$0.00

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

1304 Buckley Rd, Syracuse, NY 13212				
Power Supply and Cord	4		1.00	$4.00
Regulatory Adjustment Fee (RAF)	4		3.83	$15.32
Mileage Fixed Charge	2		0.00	$0.00
Mileage Variable Charge	2		0.00	$0.00
OfficeSuite Phone Sub-Total		**$0.00**		**$667.32**

*** Indicates special pricing.

Additional Information for OfficeSuite Phone

Installing Party	Broadview
Main Line Calling Line ID	.
OfficeSuite Extension Length	4 digit (1000-5999)
Tenant Admin Name	
Tenant Admin Email	
Tenant Admin Desired Extension	
CPE [If Customer Provided]: Cisco Router Model	
CPE [If BVN]: Make, Model, Part Number	
REF	

Special Instructions for OfficeSuite Phone:

Location Sub-Total		**$0.00**		**$705.46**

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

3002 Borden Ave, Long Island City, NY 11101

Site Contact: Byron Braun **Site TN:** (678) 369-9618 **Site Email:** bbraun@cynergytelecom.com

Vendor (PBX) Contact: _____ **Vendor TN:** _____ **Vendor Email:** _____

Demarc: _____

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
OfficeSuite Phone				
OfficeSuite	1	0.00***	0.00	$0.00
Speed: 10 Mb/s	1		0.00	$0.00
Transport: EFM	1		0.00	$0.00
Handoff: Standard	1		0.00	$0.00
VoIP: 10 Mb/s	1	0.00***	665.00	$665.00
Simultaneous Call Capacity	10		25.00***	$250.00
16-Key LCD (5320) Phone included *Power supply for desk phones are not included and must be purchased separately if required.*	20	0.00***	12.00***	$240.00
International Plan: Basic Rates	1		0.00	$0.00
Power Supply and Cord	20		1.00	$20.00
Regulatory Adjustment Fee (RAF)	10		3.83	$38.30
OfficeSuite Phone Sub-Total		**$0.00**		**$1,213.30**

*** Indicates special pricing.

Additional Information for OfficeSuite Phone

Installing Party	Broadview
Main Line Calling Line ID	.
OfficeSuite Extension Length	4 digit (1000-5999)
Tenant Admin Name	
Tenant Admin Email	
Tenant Admin Desired Extension	
CPE [If Customer Provided]: Cisco Router Model	
CPE [If BVN]: Make, Model, Part Number	
REF	

Special Instructions for OfficeSuite Phone:

	Proposed Broadview Configuration			
Product	**Quantity**	**Total Install**	**Unit Price**	**Monthly Total**
POTS				
Rate Plan: ClearPak Local Allowance 3.0 GR	1		0.00	$0.00

Customer: **BLOOMFIELD INDUSTRIES**
Deal Number: **1499631453**

3002 Borden Ave, Long Island City, NY 11101				
Line Charge (existing lines)	1		22.25	$22.25
Local Overage Charge			0.018	*USAGE*
Regional LD Overage Charge			0.018	*USAGE*
Long Distance Overage Charge			0.039	*USAGE*
International Calling Plan: Global Business Basic	1		0.00	$0.00
FCC	1		6.47	$6.47
PICC	1		3.78	$3.78
Regulatory Adjustment Fee	1		3.83	$3.83
Carrier Cost Recovery	1		1.51	$1.51
LNP	1		0.30	$0.30
Wireless LNP	1		0.00	$0.00
POTS Sub-Total		**$0.00**		**$38.14**

Special Instructions for POTS:

Location Sub-Total		**$0.00**		**$1,251.44**

TOTALS		**$0.00**		**$4,073.28**

Total projected one-time fees including install fees, professional services, and equipment required to configure services: **$0.00**

This detailed proposal was prepared by Broadview Networks exclusively for **Bloomfield Industries**.

Select One of the following options regarding the provisioning of your service:

☐ No changes requested to existing service at this time.*
☐ Changes are requested to existing service. Please contact customer for changes.**

*Features currently present on the customer's CSR (Customer Service Record) will be invoiced according to the rates listed below (where applicable). If necessary, Broadview is authorized to make appropriate changes to match current configuration.

** If specific changes are required across multiple BTNs, please list/indicate BTNs.

Selected Calling Plan(s) includes the following services:

- POTS Service - rates from order form
- Centrex Service - add $5.00 per line MRC(s) listed on order form, includes any of the following features (currently present on lines today):

Station to Station Dialing (3 or 4 Digits)	Call Transfer	Three-way Calling
Assume Dial 9	Call Pickup	Call Forwarding
Call Hold	Call Park	Call Waiting

- Remote Call Forward Service - $12.00 per path

Feature Bundles (Available on POTS or Centrex Line Types)		
Feature	**Description**	**Price**
Unlimited Feature Bundle	Includes all features listed below, except Voice Mail & "per use features".	$9.00 / line

A la Carte Features (Available on POTS or Centrex Line Types)		
Feature	**Description**	**Price**
Hunting	Allows multiple inbound calls to a single telephone number - inbound calls forward to the next non-busy line in a pre-arranged sequence.	Included
Call Waiting	Alerts you to an incoming call with a tone or tone pattern while the line is in use.	$2.00 / line
Three-Way Calling	Add a third party to an existing conversation forming a three-way conference call.	$2.00 / line
Call Forwarding	Re-route incoming calls to another number selected by customer upon activation. On-site activation.	$2.00 / line
Ultra Call Forwarding	Gives you the ability to activate call forwarding from a remote site. Must also have call forwarding to purchase.	$2.00 / line
Speed Dial (8 Number)	Reach up to eight (8) frequently called local and long distance numbers, by using a one-digit code.	$2.00 / line
Speed Dial (30 Number)	Reach up to thirty (30) frequently called local and long distance numbers, by using a two-digit code.	$2.00 / line
Call Forward - Busy Line	Re-route incoming calls that reach a busy line to another number that has been previously selected.	$2.00 / line
Call Forward - Don't Answer	Re-route incoming calls that are not picked up to another number that has been previously selected.	$2.00 / line
Caller ID	Identify the telephone number (including non-published numbers and inter-LATA, interstate numbers), date and time of an incoming call on a display phone or unit.	$5.00 / line
Call Waiting ID	Alerts you to an incoming call with a tone or tone pattern while the line is in use. Caller ID identifies the telephone number (including non-published numbers and inter-LATA, interstate numbers), date and time of an incoming call on a display phone or unit.	$7.00 / line
Repeat Dial	Automatically redials the last outgoing number.	$0.75/ use
Call Return	Automatically announces the most recent incoming call, whether you answered it or not. You will then be given the option of returning that call.	$0.75 / use
Call Trace	Automatically initiate a trace o f the last call you receive. Use this feature to trace unlawful or threating calls that alarm, frighten, or harass you. The trace results include the calling and called number and the date and the time of the call. The results are sent to the Verizon Unlawful Call Center and are stored for future action.	$0.75 / use
Anonymous Call Rejection	Redirects number-restricted calls to an announcement indicating that the called party is not accepting number-restricted calls.	Included
Caller ID Deluxe	Identify the telephone number (including non-published numbers and inter-LATA, interstate numbers), date and time of an incoming call on a display phone or unit. Caller ID with name will also include the caller's name on the display.	$7.00 / line
Call Waiting ID Deluxe	Alerts you to an incoming call with a tone pattern while the line is in use. Caller ID identifies the telephone number (including non-published numbers and inter-LATA, interstate numbers), date and time of an incoming call on a display phone or unit. Caller ID with name will also include the caller's name on the display.	$9.00 / line
Voice Mail	Voice Mail takes a caller's message when you can't answer the phone. You will receive a message-waiting indicator to let you know that a message has been left for you.	$10.00 / Mailbox

All Feature Pricing is Monthly unless otherwise noted (e.g. "per use")

Customer Initial _____ Date _____

Letter of Authorization
(Allows Broadview Networks to process your order)

To Local Telephone Company: This is to advise you that I/we have selected Broadview Networks ("Broadview Networks"), as my/our_____Local_____Intralata Toll_____Long Distance (check one or both) carrier to act as my/our agent for all matters related to the provision of local/long distance telephone service in conjunction with the numbers listed below ,(the "Numbers"), including changing my/our current Local Exchange Carrier ("LEC")/Primary Interexchange Carrier ("PIC"), if any, from my/our current provider(s) to Broadview Networks. This authorization shall remain in effect until cancelled by me/us in writing or otherwise. Broadview Networks is authorized to order, change and terminate local/long distance service for the Numbers I/we hereby authorize and direct you to deal directly with Broadview Networks or its designated representative, to follow its directions and to make available to it any and all information pertinent to the provision of local/long distance telephone service in conjunction with the Numbers. I/we understand that for any one telephone number only one local carrier and one long distance provider may be designated and that by signing this Letter of Agency, my/our current local/long distance carrier for the Numbers, if any, will be changed to Broadview Networks. I/we also understand that changing my/our local/long distance carrier may result in a charge to me/us.

Customer (Subscriber) Billing Name: (as it appears on phone bill)

_____

Billing Address:

_____

Numbers: _____

And all numbers associated with the above_____(Initial)

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Attachment K

Sales Order

4120 Main at North Hills Ave
Suite 230
Raleigh NC 27609
US
(919)852-0690

Client

Bloomfield Industries Inc.

Document Date	6/3/2015
Document #	002-00-434791
Location	Raleigh, NC
Expires	7/3/2015
Sales Rep	Daniel Platko
Sales Rep Email	Daniel.Platko@windstream.com
Sales Rep Phone Number	
Sales Engineer	Dylan Bouterse
Installation POC	49927 St James : Need Contact
NS ID	403878
Customer PIN	4038

DR Site Chicago

Qty	Item	Description	Rate	Ext	Note
10	Windstream Virtual LAN Service (VLS) Fixed - Recurring	Windstream Hosted Solutions - Virtual LAN Service (VLS) 1Mbps Bandwidth (Fixed) - Dedicated Ethernet over MPLS (EoMPLS) - Point-to-Point Layer 2 Connectivity - Includes (1) VLAN	25.00	250.00	
1	Windstream Virtual LAN Service (VLS) Fixed - Setup Fee	Setup Fee	1,200.00	1,200.00	
2	WCS - EVDC - Recurring	Windstream Cloud Services - Enterprise Virtual Data Center Includes the following Highly Available Infrastructure - Virtual Firewall - Private VLAN & Secure VPN Capabilities - Secure Cloud Management Portal * Internet Bandwidth Available as 95th Percentile or Outbound Data Transfer	260.00	520.00	
1	WCS - EVDC - Setup Fee	Setup Fee	300.00	300.00	
8	WCS Compute - 1 vCPU/2.5GB vRAM - 10 Unit Tier - Recurring	Windstream Cloud Services - Compute - 10vCPU/25GB Tier - Minimum 10 vCPUs or 25GB of vRAM - Quantity is for a multiple of 1 vCPU / 2.5GB vRAM - Usage beyond committed compute resources billed at $0.093/hr - 1 hr minimum increments	68.00	544.00	
1	WCS Compute - 1 vCPU/2.5GB vRAM - 10 Unit Tier - Setup Fee	Setup Fee	0.00	0.00	
750	WCS Storage - Performance Tier - Recurring	Windstream Cloud Services Storage (per GB) - Performance - 600 IOPS/TB - No Encryption - Primary Storage for Virtual Machines - Minimum 256GB Commit - Includes Daily Backups with 30-day Retention - Fully managed solution	0.34	255.00	
1	WCS Storage - Performance Tier - Setup Fee	Setup Fee	0.00	0.00	

Recurring Total:	Setup Total:		
$1,569.00	$1,500.00	**Total**	$3,069.00

Contract Term (months): 36

Attachment L
Timeline from Grow to Distribution

Days to Complete	Cumulative Days from Day 1	Description	Person Responsible
1 START #1	1	Production Run #1: Propagation of starter plant materials (clone and seed) – inventory all trays of starter cubes and varieties into the crop management system.	Cultivation: Director of Cultivation Propagation Specialist
7 START #2	8	Production Run #2: Propagate next production round of plants. (clone and seed) – inventory all trays and varieties in crop management system.	Cultivation: Director of Cultivation Propagation Specialist
10	11	Production Run #1: Select plants (from clone) to transplant into soil in 1 gallon pots. Move each plant from propagation to vegetative in crop management system. Tag each pot. Record disposed plants.	Cultivation: Director of Cultivation Propagation Specialist
10	18	Production Run #2: Select plants (from clone) to transplant into soil in 1 gallon pots. Move each plant from propagation to vegetative in crop management system. Tag each pot. Record disposed plants.	Cultivation: Director of Cultivation Propagation Specialist
18	29	Production Run #1: Select plants (from seed) transplant into soil in 1 gallon pots. Move each plant from propagation to vegetative area. Track in crop management system. Tag each pot. Record waste. Record disposed plants.	Cultivation: Director of Cultivation Propagation Specialist
18	36	Production Run #2: Select plants (from seed) transplant into soil in 1 gallon pots. Move each plant from propagation to vegetative area. Track in crop management system. Tag each pot. Record waste. Record disposed plants.	Cultivation: Director of Cultivation Propagation Specialist
9	38	Production Run #1: Maintain plant inventory in early vegetative phase. Merge seed and clone plants to same production schedule. Track all crop applications and pruning waste in crop management log.	Cultivation: Cultivation Manager Vegetative Specialist
1	39	Production Run #1: Transplant crop to 10 gallon pots for late vegetative. Tag each new pot and record waste in crop management system.	Cultivation: Cultivation Manager Vegetative Specialist
9	45	Production Run #2: Maintain plant inventory in early vegetative phase. Merge seed and clone plants to same production schedule. Track all crop applications and pruning waste in crop management log.	Cultivation: Cultivation Manager Vegetative Specialist
1	46	Production Run #2: Transplant crop to 10 gallon pots for late vegetative.	Cultivation: Cultivation Manager

Days to Complete	Cumulative Days from Day 1	Description	Person Responsible
		Tag each new pot and record waste in crop management system.	Vegetative Specialist
7	46	Production Run #1: Maintain plants in late vegetative phase. Record all crop applications and pruning waste in crop management system.	Cultivation: Cultivation Manager Vegetative Specialist
1	47	Production Run #1: Move plants to flowering areas. Record movement in crop management system.	Cultivation: Cultivation Manager Vegetative Specialist
7	54	Production Run #2: Maintain plants in late vegetative phase. Record all crop applications and pruning waste in crop management system.	Cultivation: Cultivation Manager Vegetative Specialist
1	55	Production Run #2: Move plants to flowering areas. Record movement in crop management system.	Cultivation: Cultivation Manager Vegetative Specialist
55	102	Production Run #1: Maintain plants in flowering phase. Record all crop applications and pruning waste in crop management system.	Cultivation: Director of Cultivation Cultivation Manager
55	110	Production Run #2: Maintain plants in flowering phase. Record all crop applications and pruning waste in crop management system.	Cultivation: Director of Cultivation Cultivation Manager
10	112	Production Run #1: Harvest and process crop. Place in secure curing area. Record all harvest technicians, batch numbers, and weights including waste. Cultivation manager to control environment throughout curing phase.	Cultivation: Cultivation Manager Harvest Technicians
1	113	Production Run #1: Weigh and package for manufacturing unit. Record all final weights in crop management system. Notify Quality Assurance for sampling and Security for transfer.	Cultivation: Cultivation Manager Quality Assurance Unit
3	116	Production Run #1: Receive harvest batches into GMP system, perform visual inspection, and place in secure quarantine area. Wait to obtain quality assurance test results before further processing.	Manufacturing: Director of Manufacturing Quality Assurance Unit
3	119	Production Run #1: Perform extraction and refining processes. Record all yield and waste data into GMP system. Notify Quality Assurance to obtain samples from each batch. Store refined marijuana oil in a secure area with proper conditions (cool, dark area)	Manufacturing: Director of Manufacturing Extraction Technicians Quality Assurance Unit
10	120	Production Run #2: Harvest and process crop. Place in secure curing area. Record all harvest technicians, batch numbers, and weights including waste. Cultivation manager to	Cultivation: Cultivation Manager Harvest Technicians

Days to Complete	Cumulative Days from Day 1	Description	Person Responsible
		control environment throughout curing phase.	
1	121	Production Run #2: Weigh and package for manufacturing unit. Record all final weights in crop management system. Notify Quality Assurance for sampling and Security for transfer.	Cultivation: Cultivation Manager Quality Assurance Unit
3	124	Production Run #2: Receive harvest batches into GMP system, perform visual inspection, and place in secure quarantine area. Wait to obtain quality assurance test results before further processing.	Manufacturing: Director of Manufacturing Quality Assurance Unit
7	126	Production Run #1: Wait to obtain test results from extracted batches prior to formulation. Formulate and manufacture all brands and product lines based on quality assurance analysis of cannabinoid content. Record all activities in GMP system.	Manufacturing: Director of Manufacturing Production Manager
3	127	Production Run #2: Perform extraction and refining processes. Record all yield and waste data into GMP system. Notify Quality Assurance to obtain samples from each batch. Store refined marijuana oil in a secure area with proper conditions (cool, dark area)	Manufacturing: Director of Manufacturing Extraction Technicians Quality Assurance Unit
3	129	Production Run #1: Notify Quality Assurance to obtain samples from finished formulations prior to packaging. Record all samples removed. Quarantine products in secure areas with proper storage conditions. Record batch numbers and locations in GMP system.	Manufacturing: Production Manager Quality Assurance Unit
5	134	Production Run #1: Verify test results from Quality Assurance. Package and label all batches and records all activities in GMP system, Begin internal stability testing for packaged products. Notify Quality Assurance to sample packaged products and transport to external, independent laboratory. Record all samples, quarantine packaged products in storage secure area with proper conditions.	Manufacturing: Production Manager Packaging Technicians Quality Assurance Unit
7	134	Production Run #2: Wait to obtain test results from extracted batches prior to formulation. Formulate and manufacture all brands and product lines based on quality assurance analysis of cannabinoid content. Record all activities in GMP system.	Manufacturing: Director of Manufacturing Production Manager
3	137	Production Run #2: Notify Quality Assurance to obtain samples from finished formulations prior to packaging. Record all samples removed. Quarantine products in secure areas with proper storage conditions. Record batch	Manufacturing: Production Manager Quality Assurance Unit

Days to Complete	Cumulative Days from Day 1	Description	Person Responsible
		numbers and locations in GMP system.	
5	142	Production Run #2: Verify test results from Quality Assurance. Package and label all batches and records all activities in GMP system, Begin internal stability testing for packaged products. Notify Quality Assurance to sample packaged products and transport to external, independent laboratory. Record all samples, quarantine packaged products in storage secure area with proper conditions.	Manufacturing: Production Manager Packaging Technicians Quality Assurance Unit
12	146	Production Run #1: Obtain results from independent laboratory. Verify result are acceptable per guidance to be published by DOH. QA to notify Manufacturing of release authorization. Enter test results in GMP system.	Quality Assurance Unit Director of Manufacturing
2	148	Production Run #1: Create final labels based on independent test results received. Complete labeling operations. Record all activities in GMP system. Notify Security of batches ready for transfer to dispensing facilities.	Production Manager Packaging Technicians Director of Security
1 END #1	149	Production Run #1: Prepare batches for delivery. Record all activities in the GMP system. Double check all inventory transactions. Transfer finished products with all test results, package inserts and other necessary documents, to Security for transfer. Ensure all inventory entries were properly documented.	Director of Manufacturing Packaging Technicians Director of Security
12	154	Production Run #2: Obtain results from independent laboratory. Verify result are acceptable per guidance to be published by DOH. QA to notify Manufacturing of release authorization. Enter test results in GMP system.	Quality Assurance Unit Director of Manufacturing
2	156	Production Run #2: Create final labels based on independent test results received. Complete labeling operations. Record all activities in GMP system. Notify Security of batches ready for transfer to dispensing facilities.	Production Manager Packaging Technicians Director of Security
1 END #2	157	Production Run #2: Prepare batches for delivery. Record all activities in the GMP system. Double check all inventory transactions. Transfer finished products with all test results, package inserts and other necessary documents, to Security for transfer. Ensure all inventory entries were properly documented.	Director of Manufacturing Packaging Technicians Director of Security

AFFIDAVIT

State of New York }

County of Richmond } ss.:

Richard Yost, being duly sworn, deposes and says that the following is true to the best of my knowledge information and belief:

1. I am an authorized representative of Bloomfield Industries, Inc., an applicant for a Registered Organization in the State of New York.
2. Bloomfield Industries, Inc. 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).

Signature

5/28/15
Date

Rich Yost
Printed Name

On the 28 day of May in the year 2015 before me personally came Rich Yost, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at 100 St. James Place; that he/she/they is (are) the President of Bloomfield Industries, Inc. the corporation described in and which executed the above instrument; that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Notary Public

Renee M Bingert
City of New York No. 01BI6195950
Certificate Filed in Richmond County
Commission Expires November 3, 2016

Attachment M

NEW YORK
STATE
SENATE

SENATOR MICHAEL N. GIANARIS
12TH DISTRICT
DEPUTY DEMOCRATIC CONFERENCE LEADER

June 2, 2015

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

Dear Commissioner Zucker,

I write regarding Bloomfield Industries and its application to become one of five approved medicinal cannabis producers and distributors in New York State.

I had the opportunity to meet with the Bloomfield Industries team and I was pleased to hear of their plan to employ over 100 workers with an emphasis on local hiring which would have a positive impact on working families and the economy as a whole in western Queens.

Despite these difficult economic times, western Queens stands out as a shining example of how businesses can thrive by becoming part of the fabric of a closely knit community. Should Bloomfield Industries' application be deemed satisfactory and gain approval, I would be happy to welcome yet another responsible job creator to our community.

Thank you for your courtesy and attention to this matter. If you have any questions, please feel free to contact me.

Sincerely yours,

Michael Gianaris

MICHAEL N. GIANARIS
State Senator

DISTRICT OFFICE: 31-19 NEWTOWN AVENUE, SUITE 402 • ASTORIA, NEW YORK 11102 • PHONE: (718) 728-0960 • FAX: (718) 728-0963
ALBANY OFFICE: ROOM 413 STATE CAPITOL • ALBANY, NEW YORK 12247 • PHONE: (518) 455-3486
E-MAIL: GIANARIS@NYSENATE.GOV

TOWN OF AMHERST

BARRY A. WEINSTEIN, M.D.
SUPERVISOR

May 28, 2015

To Whom It May Concern:

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

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

Sincerely yours,

Barry A. Weinstein, M.D.
Supervisor

BAW/sv

Amherst Municipal Building 5583 Main St Williamsville, NY 14221 Phone: 716.631.7032 Fax: 716.631.7146
Website: www.amherst.ny.us Keyword: supervisor

From the desk of
Scott M. Stein
609.902.3072

May 19, 2015

To Whom It May Concern:

On July 2nd, 2011, I, Scott M. Stein, was discharged from US Chapter 7 Bankruptcy protection in Mercer County NJ reference # 1130177MBK. My bankruptcy filing was a last resort decision and not made cavalierly. [redacted]

Scott M. Stein

73.

Brian Vicente is a Director of the applicant and may be considered a Principal Stakeholder of the applicant, based on his ownership interest in VS Holdings. He is also a partner at Vicente Consulting LLC d/b/a Vicente Sederberg, LLC, a law firm with its principal office at 1244 Grant Street, Denver, Colorado 80203. Vicente Sederberg, LLC may provide legal and consulting services to the applicant for approximately $20,000 a year. Brian Vicente is also a Member of VS Strategies LLC, a government relations firm with its principal office at 1244 Grant Street, Denver, Colorado 80203. VS Strategies LLC may provide government relations services to the applicant for approximately $30,000 a year.

Steve Fox, Christian Sederberg, and Joshua Kappel may be considered Principal Stakeholders of the applicant based on their ownership interests in VS Holdings LLC. Christian Sederberg and Joshua Kappel are the only other partners in Vicente Sederberg LLC, which may provide services to the applicant for the amount detailed above. Steve Fox, Christian Sederberg, Joshua Kappel, along with Brian Vicente, are the equal owners of VS Strategies LLC, which may provide services to the applicant for the amount detailed above.

74B.

RGY Private Equities LLC whose principal address is 201 Edward Curry Ave Staten Island, New York 10314 is primarily engaged in the business activity of holding investments. RGY Private Equities LLC owns 8,000,000 shares of common stock of the applicant and will be involved in the activities of the applicant and have financial or contractual obligations as may be required as the applicant's largest shareholder. Richard Yost is the sole owner of RGY Private Equities LLC. RGY Private Equities LLC does not have an operating agreement.

VS Holdings LLC, whose principal address is 1244 Grant Street, Denver, CO 80203, is primarily engaged in the business activity of holding investments. VS Holdings LLC owns 350,000 shares of the applicant's common stock. VS Holdings LLC will not be involved in the activities of the applicant or responsible for the financial or contractual obligations of the applicant except as may be required of VS Holdings LLC as a minority shareholder.

VS Holdings LLC does not have an operating agreement. VS Holdings LLC is owned equally by Brian Vicente ([redacted]%), Christian Sederberg ([redacted]%), Joshua Kappel ([redacted]%), and Steve Fox ([redacted]%). This results in each of the four owners of VS Holdings LLC effectively owning [redacted] shares of common stock of the applicant.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: RGY PRIVATE EQUITIES LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC) COUNTY: RICH
NAME

FILED:06/27/2014 DURATION:********* CASH#:140627000194 FILM #:140627000174

FILER:

STEPHEN A. CALIENDO
201 EDWARD CURRY AVENUE - SUITE 209

STATEN ISLAND, NY 10314

ADDRESS FOR PROCESS:

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY ** SERVICE CODE: 00

FEES	85.00	PAYMENTS	85.00
FILING	60.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	85.00
COPIES	0.00	DRAWDOWN	0.00
HANDLING	25.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

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.ny.gov

CERTIFICATE OF AMENDMENT OF ARTICLES OF ORGANIZATION OF

RGY HOLDINGS LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

RGY HOLDINGS LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: 06/18/2014

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 limited liability company would read as follows: Paragraph *First* of the Articles of Organization relating to *the limited liability company name* is hereby amended to read as follows: *First: The name of the limited liability company is ... (new name) ...*)

Paragraph First of the Articles of Organization relating to

the limited liability company name

is hereby amended to read as follows:
First: The name of the limited liabiltiy compay is:RGY PRIVATE EQUITIES LLC

X _____
(Signature)

Richard Yost
(Type or print name)

Capacity of signer *(Check appropriate box)*:

☒ Member

☐ Manager

☐ Authorized Person

CERTIFICATE OF AMENDMENT OF ARTICLES OF ORGANIZATION OF

RGY HOLDINGS LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

Filed by: Stephen A. Caliendo
(Name)

201 Edward Curry Avenue - Suite 209
(Mailing address)

Staten Island, NY 10314
(City, State and Zip code)

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment of a domestic limited liability company. 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 supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a $60 filing fee made payable to the Department of State.

(For office use only.)

N.Y.S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

ONLINE FILING RECEIPT

ENTITY NAME: RGY HOLDINGS LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC) COUNTY: RICH

FILED:06/18/2014 DURATION:********** CASH#:140618010201 FILE#:140618010201
DOS ID:4594180

FILER:
STEPHEN A CALIENDO
201 EDWARD CURRY AVE SUITE 203
STATEN ISLAND, NY 10314

EXIST DATE
06/18/2014

ADDRESS FOR PROCESS:
RGY HOLDINGS LLC
201 EDWARD CURRY AVE
STATEN ISLAND, NY 10314

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: ** NO SERVICE COMPANY **
SERVICE CODE: 00

FEE:	200.00	PAYMENTS	200.00
FILING:	200.00	CHARGE	200.00
TAX:	0.00	DRAWDOWN	0.00
PLAIN COPY:	0.00		
CERT COPY:	0.00		
CERT OF EXIST:	0.00		

DOS-1025 (04/2007)

Authentication Number: 1406180212 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

Close Print

ARTICLES OF ORGANIZATION
OF
RGY HOLDINGS LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

RGY HOLDINGS LLC

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

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

RGY HOLDINGS LLC
201 EDWARD CURRY AVE
STATEN ISLAND, NY 10314

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

RICHARD YOST, MEMBER
(signature)

RICHARD YOST,
ORGANIZER
201 EDWARD CURRY AVE
3RD FLOOR
STATEN ISLAND, NY
10314

Filed by:
STEPHEN A CALIENDO
201 EDWARD CURRY AVE SUITE 203
STATEN ISLAND, NY 10314

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this "***Agreement***") is made as of April 1, 2015, by and between Bloomfield Industries Inc., a New York corporation (the "***Company***"), and RGY Private Equities, LLC (the "***Purchaser***").

In consideration of the mutual covenants and representations set forth below, each of the Company and the Purchaser hereby agrees as follows:

1. **Purchase and Sale of the Shares.** Subject to the terms and conditions of this Agreement, the Company hereby sells to the Purchaser and the Purchaser hereby purchases from the Company 800,000 shares of the Company's common stock, $0.0001 par value per share (the "***Shares***"), for an aggregate consideration of $80.00, which shall be paid by the Purchaser in the form of the Purchaser's transfer and assignment to the Company of (x) any and all right and interest the Purchaser has in the business plan of the Company (the "***Business Plan***") and (y) any and all right, title and interest the Purchaser has in the Company's business and any Intellectual Property (as defined below) relating to the Company's business, as currently conducted and as contemplated to be conducted pursuant to the Business Plan or otherwise. For purposes hereof, "***Intellectual Property***" means: (i) U.S. federal, state and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof; (ii) trade secret rights arising out of the laws of any and all jurisdictions; (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings, know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto; (iv) any other intellectual property rights, whether or not registrable; and (v) licenses in or to any of the foregoing. Further, the Purchaser agrees to take all actions reasonably requested by the Company to assist the Company in effecting the foregoing transfer and in establishing, perfecting, defending, enforcing and protecting the Company's rights in or to any of the above-transferred items, including without limitation assisting in the prosecution of any patent applications included in, or based upon, the Intellectual Property. Upon delivery of the Shares to the Purchaser, the Purchaser shall be deemed to have delivered to the Company all right, title and interest in and to the Business Plan and the Intellectual Property relating to the Company's business, as currently conducted and as contemplated to be conducted pursuant to the Business Plan.

2. **No Registration.** The Shares are private securities that have not been registered under the U.S. Securities Act of 1933, as amended (the "***Securities Act***"), or any state securities laws, in reliance on exemptions from such registration. Reliance by the Company on such exemptions is predicated in part upon the truth and accuracy of the provisions of this Agreement. The Shares, when issued, will be "restricted securities" as that term is used in applicable regulations promulgated under the Securities Act. As such, the Shares may not be sold unless they are registered or there is an available exemption from applicable U.S. federal and state securities laws. The Purchaser agrees that the Purchaser will not sell or distribute all or any part of the Shares unless: (i) there is an effective registration statement under the Securities Act and applicable state securities laws covering any such transaction involving the Shares; (ii) the Company receives an opinion of the Purchaser's legal counsel, in form and substance reasonably acceptable to the Company, stating that such transaction is exempt from registration; or (iii) the Company otherwise satisfies itself that such transaction is exempt from registration. It is understood that the Company has no obligation to the Purchaser under this Agreement to register the Shares under the Securities Act.

3. **Restrictive Legend.** The Purchaser hereby consents to (i) the placing of the legends in substantially the form set forth below on any certificates evidencing the Shares (and any replacements or substitutions thereof) stating that the Shares have not been registered and are subject to restrictions on transfer and (ii) the placing of a stop-transfer order on the books of the Company and with any transfer agent(s) against the Shares.

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION COMPLIES WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS."

4. **Accredited Investor Status.** The Purchaser is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the U.S. Securities and Exchange Commission under the Securities Act.

5. **No General Solicitation.** The Purchaser is not purchasing the Shares as a result of any general solicitation, or pursuant to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast, or presented at any seminar or public meeting, or any solicitation by a person not previously known to the Purchaser in connection with investments in securities generally.

6. **No Public Market.** No public market now exists for any of the securities issued by the Company and the Company makes no assurances that a public market will ever exist for the Company's securities.

7. **Investment Intent.** The Purchaser is acquiring the Shares for the Purchaser's own account for investment purposes and not with a view toward the sale or distribution of all or any part of the Shares. No one other than the Purchaser has any beneficial interest in the Shares.

8. **Investment Experience.** The Purchaser has substantial experience in evaluating an investment in private securities in companies similar to the Company, and has such knowledge and experience in financial and business matters that it is capable of evaluating all of the merits and risks of the Purchaser's purchase of the Shares. The Purchaser has all the information that she deems necessary to determine whether to purchase the Shares. The Purchaser has sufficient financial resources to be able to bear the risk of the Purchaser's investment in the Shares.

9. **Legal Counsel.** The Purchaser has had the opportunity to review this Agreement with the Purchaser's own legal counsel. The Purchaser is not relying on any statements or representations of the Company or its agents for legal advice with respect to the purchase of the Shares. The Purchaser acknowledges and agrees that Cairncross & Hempelmann, P.S. is acting as counsel solely to the Company and does not represent the Purchaser in connection with this Agreement.

10. **Tax Advisors.** The Purchaser has had the opportunity to review with the Purchaser's own tax advisors the U.S. federal, state, local and non-U.S. tax consequences of the purchase of the Shares. With respect to such matters, the Purchaser relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Purchaser (and not the Company) shall be responsible for the Purchaser's own tax liability that may arise as a result of the purchase of the Shares.

11. **Successors and Assigns.** The rights and obligations of the Purchaser shall be binding upon and benefit the successors, permitted assigns, heirs, administrators and other permitted transferees of the Purchaser.

12. **Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by such parties. Each provision of this Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

13. **Applicable Law.** This Agreement shall be governed by the laws of the State of New York without reference to the conflict of laws provisions thereof.

14. **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

15. **Telecopy Execution and Delivery; Counterparts.** A facsimile, telecopy or other reproduction of this Agreement may be executed by one or both parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of, or on behalf of, such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

PURCHASER

RGY Private Equities, LLC
(print name of Purchaser)

(President)
(signature of Purchaser)

Address: 201 EDWARD CURRY AVE #103
Staten Island NY 10314

Email Address: [redacted]

BLOOMFIELD INDUSTRIES INC.,
a New York Corporation

By: _____
Name: Richard G. Yost
Title: President

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

E-Filed

Colorado Secretary of State
Date and Time: 04/10/2014 04:14 PM
ID Number: 20141234119

Document number: 20141234119
Amount Paid: $50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

VS Holdings LLC.

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

1244 Grant Street
(Street number and name)

Denver | CO | 80203
(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | United States *(Country)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) | *(State)* | *(ZIP/Postal Code)*

(Province – if applicable) | *(Country)*.

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
(if an individual)

(Last) | *(First)* | *(Middle)* | *(Suffix)*

or

(if an entity) Vicente Sederderg LLC

(Caution: Do not provide both an individual and an entity name.)

Street address

1244 Grant Street
(Street number and name)

Denver | CO | 80203
(City) | *(State)* | *(ZIP Code)*

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

_____ CO _____.
(City) *(State)* *(ZIP Code)*

(The following statement is adopted by marking the box.)
☑ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) _____ _____ _____ _____
(Last) *(First)* *(Middle)* *(Suffix)*

or

(if an entity) Vicente Sederberg LLC
(Caution: Do not provide both an individual and an entity name.)

Mailing address 1244 Grant Street
(Street number and name or Post Office Box information)

_____
Denver CO 80203
(City) *(State)* *(ZIP/Postal Code)*

_____ United States.
(Province – if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)
☑ one or more managers.
or
☐ the members.

6. *(The following statement is adopted by marking the box.)*
☑ There is at least one member of the limited liability company.

7. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
☐ This document contains additional information as provided by law.

8. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
The delayed effective date and, if applicable, time of this document is/are _____.
(mm/dd/yyyy hour minute am/pm)

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Kappel (*Last*) Joshua (*First*) Daniel (*Middle*) ____ (*Suffix*)

1244 Grant Street
(Street number and name or Post Office Box information)

Denver (*City*) CO (*State*) 80203 (*ZIP/Postal Code*)

____ (*Province – if applicable*) United States (*Country*).

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

VS Holdings LLC

is a **Limited Liability Company** formed or registered on 04/10/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141234119.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/28/2015 that have been posted, and by documents delivered to this office electronically through 05/29/2015 @ 15:22:41.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/29/2015 @ 15:22:41 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9203793.

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, http //www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http //www.sos.state.co.us/ click Business Center and select "Frequently Asked Questions."

BLOOMFIELD INDUSTRIES INC.

RESTRICTED STOCK PURCHASE AGREEMENT

This Restricted Stock Purchase Agreement (this "**Agreement**") is made as of June 3, 2015 by and between Bloomfield Industries Inc., a New York corporation (the "**Company**"), and VS Holdings LLC, a Colorado limited liability company (the "**Purchaser**").

In consideration of the mutual covenants and representations set forth below, the Company and the Purchaser agree as follows:

1. *Purchase and Sale of the Shares.* Subject to the terms and conditions of this Agreement, the Company agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Company on the Closing (as defined below) 350,000 shares of the Company's Common Stock, par value $0.0001 per share (the "**Shares**"), at a price of $0.01 per share (the "**Purchase Price**"), for an aggregate purchase price of $3,500.00, which shall be paid in the form of the Purchaser's transfer and assignment to the Company of any and all right, title and interest the Purchaser has in (i) the business plan of the Company (the "**Business Plan**") and (ii) the Company's business and any Intellectual Property (as defined below) developed by or with the Purchaser (or its affiliates) on behalf of the Company for use in its' business, as currently conducted and as contemplated to be conducted pursuant to the Business Plan or otherwise. For purposes hereof, "**Intellectual Property**" means: (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) trade secret rights arising out of the laws of any and all jurisdictions, (iii) ideas, inventions, concepts, technology, software, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, (iv) any other intellectual property rights, whether or not registrable, and (v) licenses in or to any of the foregoing. Further, Purchaser agrees to take all actions reasonably requested by the Company to assist the Company in effecting the foregoing transfer and in establishing, perfecting, defending, enforcing and protecting the Company's rights in any of the above transferred items, including without limitation assisting in the prosecution of any patent applications included in or based upon the Intellectual Property. For purposes of clarity, any precedent documentation used by the Purchaser (or its affiliates) for the creation of the Intellectual Property assigned herein (or derivatives of such precedent documentation other than those created for the Company) are not assigned to the Company pursuant to the foregoing.

2. *Closing.* The purchase and sale of the Shares shall occur at a closing (the "**Closing**") to be held on the date first set forth above, or at any other time mutually agreed upon by the Company and Purchaser. The Closing will take place at the principal office of the Company or at such other place as shall be designated by the Company. At the Closing, the Purchaser shall deliver the aggregate Purchase Price set forth above to the Company by wire transfer, check or any other method of payment permissible under applicable law and approved by the Company's Board of Directors (or any combination of such methods of payment), and the Company will issue, as promptly thereafter as practicable, a stock certificate, registered in the name of the Purchaser, reflecting the Shares.

3. *Repurchase Option.*

A. In the event the Purchaser ceases to be an employee, consultant, advisor, officer or director of the Company (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 Company shall, from such time (as determined by the Company in its discretion), have an irrevocable, exclusive option to repurchase (the "**Repurchase Option**") any Shares which have not yet been released from the Repurchase Option (the "**Unreleased Shares**"), at a price per share equal to the lesser of (x) the fair market value of the shares at the time the Repurchase Option is exercised, as determined by the Company's board of directors and (y) the Purchase Price (the "**Repurchase Price**"). The Company may exercise its Repurchase Option as to any or all of the Unreleased Shares at any time after the Purchaser ceases to be a Service Provider; *provided, however,* that without requirement of further action on the part of either party hereto, the Repurchase Option shall be deemed to have been automatically exercised as to all Unreleased Shares at 5:00 p.m. Pacific Standard Time as of the date that is 60 days following the date the Purchaser ceases to be a Service Provider, unless the Company declines in writing to exercise its Repurchase Option prior to such time; and *provided, further*, that notwithstanding the above, the Repurchase Option shall not be deemed to have been automatically exercised, and shall instead be deemed to become temporarily unexercisable as of such time and date in any case where such automatic exercise would result in a violation of applicable law by reason of the Company having insufficient assets to meet its obligations or otherwise, including, without limitation, a violation of any provision of the Business Corporation Law of New York. The Repurchase Option shall once again be deemed exercisable (or, as provided above, exercised) as soon as a violation of applicable law would not result from its exercise.

B. If the Company decides not to exercise its Repurchase Option, it shall notify the Purchaser in writing within 60 days of the date the Purchaser ceases to be a Service Provider. If the Repurchase Option is exercised or deemed exercised, within 90 days of the date Purchaser ceases to be a Service Provider, the Company shall deliver payment to the Purchaser, with a copy to the Escrow Agent (as defined in **Section 8** hereof), by any of the following methods, in the Company's sole discretion: (i) delivering to the Purchaser or the Purchaser's executor a check in the amount of the aggregate Repurchase Price, (ii) canceling an amount of the Purchaser's indebtedness to the Company equal to the aggregate Repurchase Price, or (iii) any combination of (i) and (ii) such that the combined payment and cancellation of indebtedness equals the aggregate Repurchase Price.

C. In the event that the Repurchase Option is exercised or deemed exercised, the sole right and remedy of the Purchaser thereafter shall be to receive the Repurchase Price, and in no case shall the Purchaser have any claim of ownership as to any of the Unreleased Shares.

D. The Company in its sole discretion may assign all or part of the Repurchase Option to one or more employees, officers, directors or stockholders of the Company or other persons or organizations.

4. *Release of Shares from Repurchase Option; Vesting.*

A. So long as the Purchaser's continuous status as a Service Provider has not yet terminated in *each* such instance, (i) fifty percent (50%) of the total number of Shares shall be released from the Repurchase Option as of the date of this Agreement, (ii) twenty-five percent (25%) of the total number of Shares shall be released from the Repurchase Option on the first anniversary of the date of this Agreement if the Purchaser (or any of its owners) is a Service Provider to the Company as of such date, and (iii) an additional twenty-five percent (25%) of the total number of Shares shall be released from the Repurchase Option on the second anniversary of the date of this Agreement if the Purchaser (or any of its owners) is a Service Provider to the Company as of such date.

B. Subject to the provisions of **Section 8**, the Shares which have been released from the Company's Repurchase Option shall be delivered to the Purchaser at the Purchaser's request.

5. *Limitation on Payments.* In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Purchaser (i) constitute "**parachute payments**" within the meaning of Section 280G of the Code, and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then Purchaser's benefits under this Agreement shall be either:

A. delivered in full; or

B. delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Purchaser on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Unless the Company and the Purchaser otherwise agree in writing, any determination required under this section shall be made in writing by the Company's independent public accountants (the "**Accountants**"), whose determination shall be conclusive and binding upon the Purchaser and the Company for all purposes. For purposes of making the calculations required by this section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and 4999 of the Code. The Company and the Purchaser shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this section.

6. *Restrictions on Transfer.*

A. The Purchaser hereby makes the investment representations listed on Exhibit A to the Company 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 Company may rely on them in issuing the Shares. Purchaser understands and agrees that the Company 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 Company or by applicable state or federal securities laws:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "**ACT**") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT.
>
> 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 Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

C. *Refusal to Transfer.* The Company 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.* The 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 Company, 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 Company, during the period from the filing of the first registration statement of the Company filed under the Securities Act of 1933, as amended (the "**Securities Act**"), that includes securities to be sold on behalf of the Company 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 Company or the underwriters 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-l 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 Company 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 Company and such underwriter. The Company 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 3** of 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, other than as expressly permitted or required by **Section 3**.

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 Company's right of first refusal provisions contained in **Section 7** of this Agreement.

7. *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 Company and/or its assignee(s) as follows:

A. *Notice of Proposed Transfer.* The Holder shall deliver to the Company 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 Company 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 30 days after receipt of the Holder's notice, the Company 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 7**.

C. *Purchase Price.* The purchase price for the Shares purchased by the Company 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 non-cash consideration shall be determined by the Board of Directors of the Company in its sole discretion.

D. *Payment.* Payment of the purchase price shall be made, at the option of the Company and/or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company and/or its assignee(s), or by any combination thereof within 30 days after receipt by the Company of the Holder's notice (or at such later date as is called for by such notice).

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 Company 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 Company; (iii) the transfer is effected in accordance with any applicable securities laws, and if requested by the Company, the Holder shall have delivered an opinion of counsel acceptable to the Company 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 Company, and the Company 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 Company 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

Company receive securities of a class registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.

8. *Escrow.*

A. As security for the faithful performance of this Agreement, Purchaser agrees, immediately upon receipt of the certificate(s) evidencing the Shares, to deliver such certificate(s), together with a stock power in the form of Exhibit B 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 Company or to another designee of the Company (the "**Escrow Agent**"). These documents shall be held by the Escrow Agent pursuant to the Joint Escrow Instructions of the Company and Purchaser set forth in Exhibit C attached to this Agreement, which instructions are incorporated into this Agreement by this reference, and which instructions shall also be delivered to the Escrow Agent after the Closing.

B. Subject to the terms hereof, the Purchaser shall have all the rights of a stockholder with respect to such Shares while they are held in escrow, including without limitation, the right to vote the Shares. If, from time to time during the term of the Company'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 Company, 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 escrow, deposited with the Escrow Agent and included thereafter as "**Shares**" for purposes of this Agreement and the Company's Repurchase Option.

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 Company or any of its agents. The Purchaser understands that the Purchaser (and not the Company) 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 Company 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. **THE FORM FOR MAKING THIS SECTION 83(B) ELECTION IS ATTACHED TO THIS AGREEMENT AS EXHIBIT D AND THE PURCHASER (AND NOT THE COMPANY OR ANY OF ITS AGENTS) SHALL BE SOLELY RESPONSIBLE FOR APPROPRIATELY FILING SUCH FORM, EVEN IF THE PURCHASER REQUESTS THE COMPANY OR ITS AGENTS TO MAKE THIS FILING ON PURCHASER'S BEHALF.**

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 Company 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 Company (which the Company 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 Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company'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 Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "**Company**" shall include any successor to the Company'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 Company. 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 Company 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 Company 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) and full payment for the Shares to the Company, 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 Company) 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 Company 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.

K. *Employment at Will.* THE 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). THE 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 COMPANY'S RIGHT TO TERMINATE PURCHASER'S RELATIONSHIP WITH THE COMPANY AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE.

L. *Arbitration and Equitable Relief.*

(1) *Arbitration.* IN CONSIDERATION OF THE PROMISES IN THIS AGREEMENT, THE PURCHASER AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE) ARISING OUT OF, RELATING TO, OR RESULTING FROM THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH UNDER THE LAW OF THE STATE OF NEW YORK (THE "**RULES**") AND PURSUANT TO NEW YORK LAW.

(2) *Procedure.* THE PURCHASER AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") IN ACCORDANCE WITH ITS RULES FOR THE RESOLUTION OF COMMERCIAL 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 ATTORNEYS' FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW. PURCHASER UNDERSTANDS THAT EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED IN CONNECTION WITH ANY ARBITRATION. THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING.

(3) *Remedy.* EXCEPT AS PROVIDED BY THE RULES AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND FINAL REMEDY FOR ANY DISPUTE BETWEEN THE PURCHASER AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES AND THIS AGREEMENT, NEITHER THE PURCHASER NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO DISREGARD OR REFUSE TO ENFORCE ANY LAWFUL COMPANY POLICY, AND THE ARBITRATOR SHALL NOT ORDER OR REQUIRE THE COMPANY TO ADOPT A POLICY NOT OTHERWISE REQUIRED BY LAW WHICH THE COMPANY HAS NOT ADOPTED.

(4) *Availability of Injunctive Relief.* BOTH PARTIES AGREE THAT ANY PARTY MAY PETITION A COURT FOR INJUNCTIVE RELIEF AS PERMITTED BY THE RULES 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 COMPANY OR ANY OTHER AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION OR NONSOLICITATION. 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 EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

(5) *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. THIS AGREEMENT DOES, HOWEVER, PRECLUDE THE PURCHASER FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM.

(6) *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 COMPANY 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 THE 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.* The Purchaser acknowledges that Cairncross & Hempelmann, P.S. is representing only the Company in this transaction. The 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. The Purchaser is relying solely on his or her own counsel and advisors and not on any statements or representations of the Company 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.

(*signature page follows*)

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 Company of any change in his or her address below.

THE PURCHASER

Signature

Brian Ricante, Manager member VS Holdings
Print Name

[redacted]
(Address)

BLOOMFIELD INDUSTRIES INC.

Signature

Richard Vost
Print Name

President
Print Title

EXHIBIT A

INVESTMENT REPRESENTATION STATEMENT

PURCHASER	:	VS Holdings LLC
COMPANY	:	Bloomfield Industries Inc.
SECURITY	:	Common Stock
AMOUNT	:	350,000 shares
DATE	:	June __, 2015

In connection with the purchase of the above-listed shares, I, the undersigned purchaser, represent to the Company as follows:

1. *The Company may rely on these representations.* I understand that the Company's sale of the shares to me has not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), because the Company believes, relying in part on my representations in this document, that an exemption from such registration requirement is available for such sale. I understand that the availability of this exemption depends upon the representations I am making to the Company in this document being true and correct.

2. *I am purchasing for investment.* I am purchasing the shares solely for investment purposes, and not for further distribution. My entire legal and beneficial ownership interest in the shares is being purchased and shall be held solely for my account, except to the extent I intend to hold the shares jointly with my spouse. I am not a party to, and do not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participation with respect to or other distribution of any of the shares. My investment intent is not limited to my present intention to hold the shares for the minimum capital gains period specified under any applicable tax law, for a deferred sale, for a specified increase or decrease in the market price of the shares, or for any other fixed period in the future.

3. *I can protect my own interests.* I can properly evaluate the merits and risks of an investment in the shares and can protect my own interests in this regard, whether by reason of my own business and financial expertise, the business and financial expertise of certain professional advisors unaffiliated with the Company with whom I have consulted, or my preexisting business or personal relationship with the Company or any of its officers, directors or controlling persons.

4. *I am informed about the Company.* I am sufficiently aware of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the shares. I have had opportunity to discuss the plans, operations and financial condition of the Company with its officers, directors or controlling persons, and have received all information I deem appropriate for assessing the risk of an investment in the shares.

5. *I recognize my economic risk.* I realize that the purchase of the shares involves a high degree of risk, and that the Company's future prospects are uncertain. I am able to hold the shares indefinitely if required, and am able to bear the loss of my entire investment in the shares.

6. *I know that the shares are restricted securities.* I understand that the shares are "restricted securities" in that the Company's sale of the shares to me has not been registered under the Securities Act in reliance upon an exemption for non-public offerings. In this regard, I also understand and agree that:

A. I must hold the shares indefinitely, unless any subsequent proposed resale by me is registered under the Securities Act, or unless an exemption from registration is otherwise available (such as Rule 144);

B. the Company is under no obligation to register any subsequent proposed resale of the shares by me; *and*

C. the certificate evidencing the shares will be imprinted with a legend which prohibits the transfer of the shares unless such transfer is registered or such registration is not required in the opinion of counsel for the Company.

7. *I am familiar with Rule 144.* I am familiar with Rule 144 adopted under the Securities Act, which in some circumstances permits limited public resales of "restricted securities" like the shares acquired from an issuer in a non-public offering. I understand that my ability to sell the shares under Rule 144 in the future is uncertain, and will depend upon, among other things: (i) the availability of certain current public information about the Company; (ii) the resale occurring more than one year after my purchase and full payment (within the meaning of Rule 144) for the shares; and (iii) if I am an affiliate of the Company, or a non-affiliate who has held the shares less than two years after my purchase and full payment: (A) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker, as said term is defined under the Securities Exchange Act of 1934, as amended, (B) the amount of shares being sold during any three-month period not exceeding the specified limitations stated in Rule 144, and (C) timely filing of a notice of proposed sale on Form 144, if applicable.

8. *I know that Rule 144 may never be available.* I understand that the requirements of Rule 144 may never be met, and that the shares may never be saleable. I further understand that at the time I wish to sell the shares, there may be no public market for the Company's stock upon which to make such a sale, or the current public information requirements of Rule 144 may not be satisfied, either of which would preclude me from selling the shares under Rule 144 even if the one-year minimum holding period had been satisfied.

9. *I know that I am subject to further restrictions on resale.* I understand that in the event Rule 144 is not available to me, any future proposed sale of any of the shares by me will not be possible without prior registration under the Securities Act, compliance with some other registration exemption (which may or may not be available), or *each* of the following: (i) my written notice to the Company containing detailed information regarding the proposed sale, (ii) my providing an opinion of my counsel to the effect that such sale will not require registration, and (iii) the Company notifying me in writing that its counsel concurs in such opinion. I understand that neither the Company nor its counsel is obligated to provide me with any such opinion. I understand that although Rule 144 is not exclusive, the Staff of the SEC has stated that persons proposing to sell private placement securities other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that 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.

10. *I know that I may have tax liability due to the uncertain value of the shares.* I understand that the Board of Directors believes its valuation of the shares represents a fair appraisal of their worth, but that it remains possible that, with the benefit of hindsight, the Internal Revenue Service may successfully assert that the value of the shares on the date of my purchase is substantially greater than the Board's appraisal. I understand that any additional value ascribed to the shares by such an IRS determination will constitute ordinary income to me as of the purchase date, and that any additional taxes and interest due as a result will be my sole responsibility payable only by me, and that the Company need not and will not reimburse me for that tax liability. I understand that if such additional value represents more than 25% of my gross income for the year in which the value of the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the actual filing date of the return if filed thereafter) within which to assess me the additional tax and interest due.

11. *Residence.* The address of my principal residence is set forth on the signature page below.

By signing below, I acknowledge my agreement with each of the statements contained in this Investment Representation Statement as of the date first set forth above, and my intent for the Company to rely on such statements in issuing the shares to me.

B P

Purchaser's Signature

BRIAN VICENTE, manager member VS Holdings

Print Name

Address of the Purchaser's Principal Residence:

[redacted]

EXHIBIT B

STOCK POWER AND ASSIGNMENT
SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Purchase Agreement dated as of June __, 2015, the undersigned hereby sells, assigns and transfers unto _____, _____ (_____) shares of Common Stock of Bloomfield Industries Inc., a New York corporation, standing in the undersigned's name on the books of said corporation represented by certificate number _____ delivered herewith, and does hereby irrevocably constitute and appoint _____ as attorney-in-fact, with full power of substitution, to transfer said stock on the books of said corporation.

Dated:

_____
(*Signature*)

_____
(*Print Name*)

_____
(*Spouse's Signature, if any*)

_____
(*Print Name*)

This Assignment Separate From Certificate was executed in conjunction with the terms of a Restricted Stock Purchase Agreement between the above assignor and the above corporation, dated as of June __, 2015.

Instruction: Please do not fill in any blanks other than the signature and name lines.

EXHIBIT C

JOINT ESCROW INSTRUCTIONS

June 3, 2015

Bloomfield Industries Inc.
201 Edward Curry Avenue
Staten Island, NY 10304
Attn: Escrow Agent

Dear Corporate Secretary:

As Escrow Agent for both Bloomfield Industries Inc., a New York corporation (the "**Company**"), and VS Holdings LLC ("**Purchaser**"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Restricted Stock Purchase Agreement (the "**Agreement**"), dated as of June 3, 2015, to which a copy of these Joint Escrow Instructions is attached, in accordance with the following instructions:

1. In the event that the Company and/or any assignee of the Company (referred to collectively for convenience herein as the "**Company**") exercises the Repurchase Option set forth in the Agreement, the Company shall give to Purchaser and you a written notice specifying the number of shares of stock to be purchased, the purchase price, and the time for a closing hereunder at the principal office of the Company. Purchaser and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

2. At the closing, you are directed (a) to date the stock assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the shares of stock to be transferred, to the Company against the simultaneous delivery to you of the purchase price (by check or such other form of consideration mutually agreed to by the parties) for the number of shares of stock being purchased pursuant to the exercise of the Repurchase Option.

3. Purchaser irrevocably authorizes the Company to deposit with you any certificates evidencing shares of stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement. Purchaser does hereby irrevocably constitute and appoint you as his or her attorney-in-fact and agent for the term of this escrow to execute with respect to such securities all documents necessary or appropriate to make such securities negotiable and to complete any transaction herein contemplated. Subject to the provisions of this paragraph 3, Purchaser shall exercise all rights and privileges of a stockholder of the Company while the stock is held by you.

4. Upon written request of Purchaser after each successive one-year period from the date of the Agreement, unless the Repurchase Option has been exercised, you will deliver to Purchaser a certificate or certificates representing so many shares of stock remaining in escrow as are not then subject to the Repurchase Option.

5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to Purchaser, you shall deliver all of same to Purchaser and shall be discharged of all further obligations hereunder.

6. Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for Purchaser while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. The Company and the Purchaser hereby jointly and severally expressly agree to indemnify and hold harmless you and your designees against any and all claims, losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys' fees and expenses of investigation and defense incurred or suffered by you and your designees, directly or indirectly, as a result of any of your actions or omissions or those of your designees while acting in good faith and in the exercise of your judgment under the Agreement, these Joint Escrow Instructions, exhibits hereto or written instructions from the Company or Purchaser hereunder.

9. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

10. You shall not be liable in any respect on account of the identity, authorities or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

11. You shall not be liable for the outlawing of any rights under the Statute of Limitations with respect to these Joint Escrow Instructions or any documents deposited with you.

12. You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder, may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor. The Company shall reimburse you for any such disbursements.

13. Your responsibilities as Escrow Agent hereunder shall terminate if you shall resign by written notice to each party. In the event of any such termination, the Company shall appoint a successor Escrow Agent.

14. You are expressly authorized to delegate your duties as Escrow Agent hereunder to the law firm of Cairncross & Hempelmann, P.S., or any other law firm, which delegation, if any, may change from time to time and shall survive your resignation as Escrow Agent.

15. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

16. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such disputes shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

17. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or four days following deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid and return receipt requested, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by written notice to each of the other parties hereto.

COMPANY: Bloomfield Industries Inc.
201 Edward Curry Avenue
Staten Island, NY 10304
Attn: President

PURCHASER: VS Holdings LLC
[ ] [redacted]

ESCROW AGENT: Corporate Secretary
201 Edward Curry Avenue
Staten Island, NY 10304

18. By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

19. This instrument shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

Very truly yours,

Bloomfield Industries Inc.

By: _____

Print Name: Richard Yost

Title:_____

PURCHASER:
VS Holdings LLC

_____
(signature)

ESCROW AGENT:

_____
Bloomfield Industries Inc., Corporate Secretary

IF YOU WISH TO MAKE A SECTION 83(B) ELECTION, THE FILING OF SUCH ELECTION IS YOUR RESPONSIBILITY.

THE FORM FOR MAKING THIS SECTION 83(B) ELECTION IS ATTACHED TO THIS AGREEMENT AS EXHIBIT D.

YOU MUST FILE THIS FORM WITHIN 30 DAYS OF PURCHASING THE SHARES.

YOU (AND NOT THE COMPANY OR ANY OF ITS AGENTS) SHALL BE SOLELY RESPONSIBLE FOR FILING SUCH FORM WITH THE IRS, EVEN IF YOU REQUEST THE COMPANY OR ITS AGENTS TO MAKE THIS FILING ON YOUR BEHALF AND EVEN IF THE COMPANY OR ITS AGENTS HAVE PREVIOUSLY MADE THIS FILING ON YOUR BEHALF.

The election should be filed by mailing a signed election form by certified mail, return receipt requested to the IRS Service Center where you file your tax returns. See www.irs.gov

EXHIBIT D

ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in his or her gross income for the current taxable year, the amount of any compensation taxable to him or her in connection with his or her receipt of the property described below:

1. The name, address, taxpayer identification number and taxable year of the undersigned are as follows:

NAME OF TAXPAYER: VS Holdings LLC

TAXPAYER'S ADDRESS: _____

TAXPAYER ID #: _____

2. The property with respect to which the election is made is described as follows: 350,000 shares (the "**Shares**") of the Common Stock of Bloomfield Industries Inc. (the "**Company**").

3. The date on which the property was transferred is: June __, 2015

4. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time.

5. The fair market value at the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: $0.01 per Share.

6. The amount, if any, paid for such property: $0.01 per Share.

The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection with the undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property.

The undersigned understand(s) that the foregoing election may not be revoked except with the consent of the Commissioner.

Dated:_____ _____

VS Holdings LLC, Taxpayer

BLOOMFIELD INDUSTRIES INC.

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS

Pursuant to Sections 404(b) and 708(b) of the New York Business Corporation Law and the bylaws of Bloomfield Industries Inc., a New York corporation (the "***Company***"), the undersigned, constituting the sole member of the board of directors of the Company (the "***Board***"), hereby adopts the following resolutions:

Amended and Restated Certificate of Incorporation

RESOLVED: The Board hereby adopts and approves the amendment and restatement of the Company's Certificate of Incorporation to: (i) increase the number of authorized shares of Common Stock, no par value per share, to a total of 100,000,000 shares; and (ii) make certain other changes, all as set forth in the Amended and Restated Certificate of Incorporation in the form attached as **Exhibit A** hereto (the "***Amended and Restated Certificate***").

RESOLVED FURTHER: That the officers of the Company are authorized and empowered to execute the Amended and Restated Certificate and take all such action as such officers deem necessary or advisable to file the Amended and Restated Certificate with the New York Secretary of State and to cause the Amended and Restated Certificate to become effective.

Stock Split

RESOLVED FURTHER: That the Board hereby declares a stock split of 10:1 (the "***Stock Split***") on the Company's issued and outstanding shares of common stock, no par value per shares (the "***Common Stock***"), and, after giving effect to the Stock Split, the outstanding shares of Common Stock shall be held as follows:

Stockholder	Pre-Split Shares	Post-Split Shares
RGY Private Equity, LLC	800,000	8,000,000

RESOLVED FURTHER: That the Board hereby authorizes and instructs the appropriate officers to issue, or cause to be issued, and deliver to the Stockholder, a stock certificate representing the additional shares of Common Stock as a result of the Stock Split, which shares, when issued, shall be validly issued, fully paid and non-assessable.

RESOLVED FURTHER: That the Stock Split shall not affect the total number of authorized shares or par value of any of the Company's capital stock.

Issuance of Common Stock

RESOLVED: That the Company is authorized to sell and issue to the persons set forth below that number of shares of Common Stock indicated in the table below for such person (the "***Shares***") at a purchase price per Share of $0.01 and on the terms and conditions and for

the form of consideration set forth in the Restricted Stock Purchase Agreement in the form attached hereto as Exhibit A (the "***Purchase Agreements***"):

Purchaser	Shares
VS Holdings LLC	350,000
Scott Stein	[redacted]

RESOLVED FURTHER: That the Board determines that the purchase price per share of $0.01 in consideration for the Shares issued pursuant to the terms and conditions of the Purchase Agreements constitutes full and adequate consideration for the Shares, and that such Shares, when issued in accordance with the terms of the Purchase Agreements, will be fully-paid and nonassessable outstanding shares of Common Stock.

RESOLVED FURTHER: That the officers of the Company in consultation with legal counsel are authorized and directed to execute, verify and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal securities laws.

Amendment of 2015 Equity Incentive Plan

RESOLVED: That the Company's 2015 Equity Incentive Plan is hereby amended to increase the number of shares of Common Stock reserved and issuable thereunder to a total of 2,000,000 (the "***Amended Plan***").

RESOLVED FURTHER: That the officers of the Company are authorized and directed to solicit the consent of the stockholders to the adoption and approval of the Amended Plan.

Stock Option Grants

RESOLVED: That the Board hereby determines it to be in the best interests of the Company and its stockholders to grant to each of the individuals listed on **Annex A** (collectively, the "***Optionees***") options to purchase shares of Common Stock (collectively, the "***Options***") pursuant to the Company's 2015 Equity Incentive Plan, as amended (the "***Plan***").

RESOLVED: That the Board hereby determines in good faith, after consideration of such factors as it deems necessary and relevant, including, but not limited to, the Company's tangible and intangible assets, projections of future cash flows, comparisons to valuations of comparable public companies using various financial methodologies, the lack of marketability of the Common Stock, the start-up nature of the Company, current financial condition, business outlook, status of product development efforts and the fact that the Board does not expect there to be a change of control or an initial public offering during the 12-month period following the date hereof, that the fair market value of the Common Stock is $0.01 per share as of the date hereof.

RESOLVED FURTHER: That the Board hereby grants to each Optionee the Option to purchase the number of shares of Common Stock indicated next to such Optionee's name as set forth on **Annex A**, conditioned upon the execution by the Company and such Optionee of the standard form of Stock Option Agreement approved by the Board for use in connection with the Plan, as appropriately modified to reflect the terms and conditions set forth herein.

RESOLVED FURTHER: That the type of option, exercise price, vesting commencement date and vesting schedule for the Options shall be as set forth opposite such Optionee's name on **Annex A** hereto.

RESOLVED FURTHER: That the officers of the Company be, and each hereby individually is, authorized to effect the grant of the Options on behalf of the Company by entering into a Stock Option Agreement with each Optionee subject to the terms and conditions set forth herein.

RESOLVED FURTHER: That the officers of the Company be, and each hereby individually is, authorized and empowered to execute all documents and to take such action as such officer or officers may deem necessary or appropriate in order that the Company may issue the Options and the shares of Common Stock issuable upon exercise thereof in accordance with applicable state and federal securities laws.

Omnibus Resolutions

RESOLVED: That the officers of the Company be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the officers or any director of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

(*signature page follows*)

This action by written consent shall be effective as of the date the Company receives the consent of the Company's sole director. This action by unanimous written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by written consent shall be filed with the minutes of the proceedings of the board of directors of the Company.

Date: 6/2/15

Richard G. Yost

Annex A

STOCK OPTION GRANTS

Optionee	Option Grant	Type of Option	Vesting Start Date	Exercise Price Per Share	Vesting Schedule
Colette Bellefleur	[redacted]	ISO	May 20, 2015	$0.01	(1)
Frank Caliendo		NSO	May 20, 2015	$0.01	(1)
John Davis		NSO	May 20, 2015	$0.01	(2)
Charles Walgreen		NSO	May 20, 2015	$0.01	(2)

(1) 50% of the Shares subject to the Option will be immediately vested, 25% of the Shares subject to the Option shall vest on the first anniversary of the Vesting Start Date and 25% of the Shares subject to the Option shall vest on the second anniversary of the Vesting Start Date, subject to such Optionee's continuing eligibility as of such dates.

(2) One-third of the Shares subject to the Option will vest on the first anniversary of the Vesting Start Date, an additional one-third of the Shares subject to the Option will vest on the second anniversary of the Vesting Start Date, and the final one-third of the Shares subject to the Option will vest on the third anniversary of the Vesting Start Date, in each case subject to such Optionee's continuing eligibility as of such dates.

EXHIBIT A

Form of Restricted Stock Purchase Agreement

EXHIBIT B

Amended and Restated Certificate of Incorporation

Andrew DeFries, PhD

Research Proposal

Identifying Cannabis Strains with Enhanced Traits

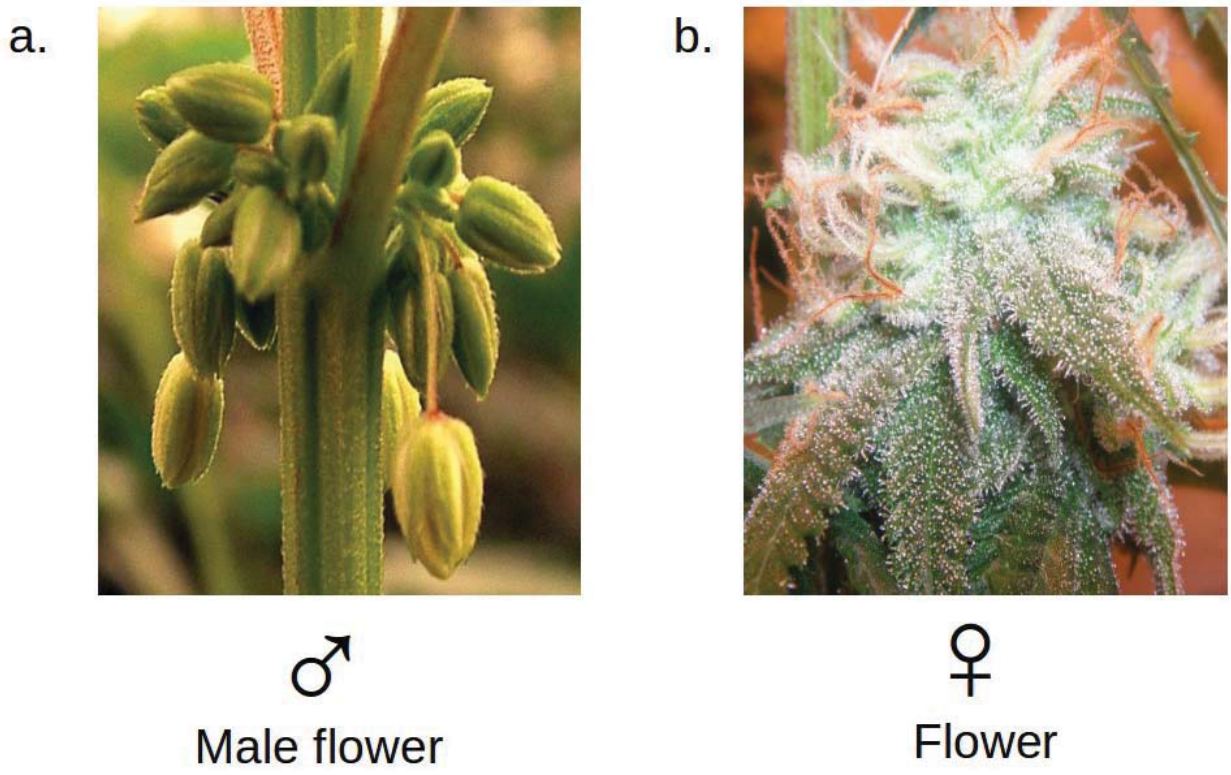


Figure 1. Male (a.) and female (b.) *cannabis* flowers

Introduction: *Cannabis* is a flowering plant where the female produces medicinal molecules called cannabinoids (Figure 1.) (Ref 1). Selective breeding efforts have been used for centuries to isolate or hybridize distinct characteristics in cannabinoid production and growth (Ref 1). Here, we outline a process to discover *cannabis* strains with enhanced traits for approved medicinal marijuana products in the state of New York.

The overall goals of the breeding program are to develop and cultivate *cannabis* strains with:

1. Enhanced THC and CBD yields
2. Highly reproducible THC and CBD yields
3. High THC and CBD content (relative by weight)
4. Low THC and high CBD content
5. Highly reproducible ratios of minor cannabinoids

Discussion: Here, "reproducible" indicates a decrease in crop-to-crop variance. Quantitative determination of nine cannabinoids (described below) will be used to determine yield and variation thereof.

Cannabis breeding Standard Operating Procedures (SOPs)

Cultivation overview: Parental lines will be chosen from exceptional plants derived from seed or vegetative cuttings (known as clones). Selective breeding will be accomplished by crossing sexually mature male and female *cannabis*. The success of the breeding program will be validated by laboratory testing of cannabinoid content in resulting lines.

The breeding program can be described briefly here:

1. Germination of parental seeds or propagation of clones
2. Selection of male and female candidates to cross
3. Controlled pollination of female plants
4. Growing progeny to flowering stage
5. Quantitative testing of female progeny for desired trait profiles (described below)
6. Selection of desired individuals for future efforts

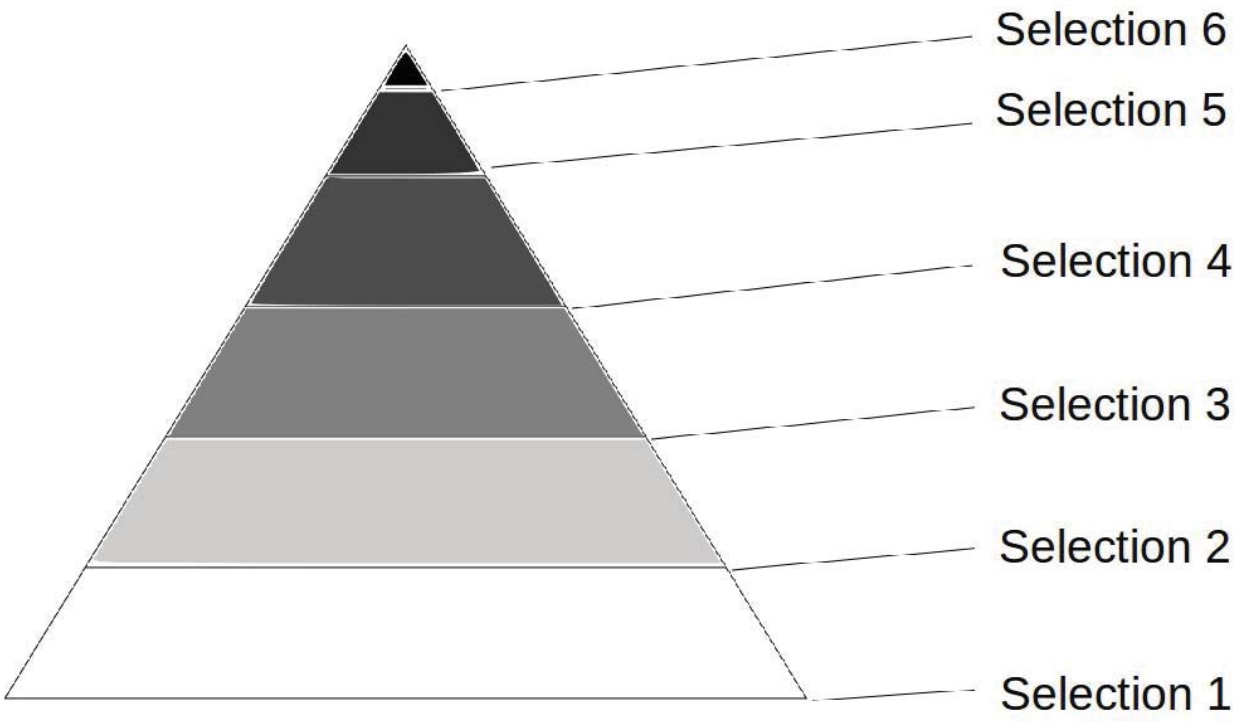


Figure 2. Multiple selection events will be chosen to decrease the size of the population.

Discussion: A successful breeding program will result by identifying strong individuals with the trait of interest. Multiple stages of artificial selection (Figure 2.) enable us to remove individuals from the population that are unfit to proceed further in the breeding program, thus reducing the size of investment in labor and cultivation (Figure 3.).

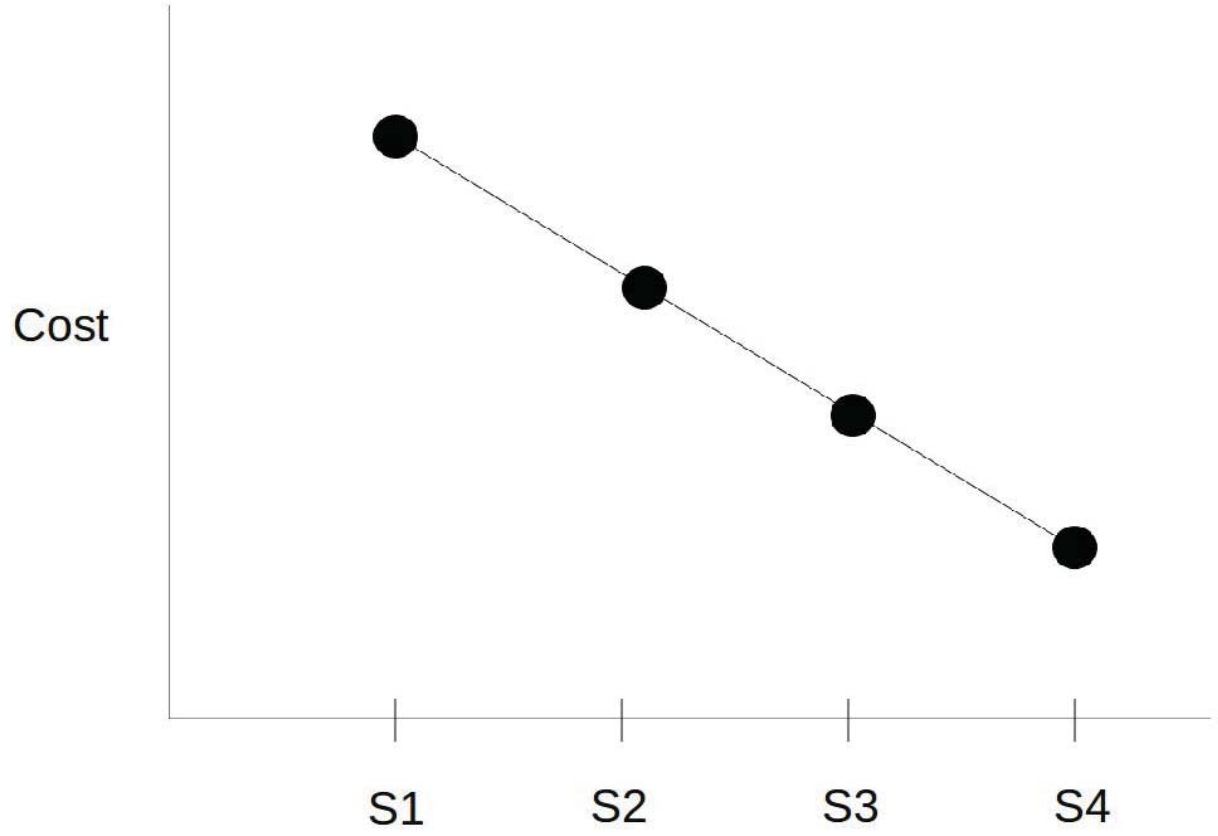


Figure 3. Multiple stages of artificial selection, shown as S1 to S4, reduce the operation costs for labor and cultivation.

The breeding program and stages of selection can be described in detail here:

1. Germination of parental seeds or propagation of clones

-Seeds will be germinated under controlled conditions and strong plants will be selected for growth using characteristics such as vigor, stature, growth rate, and any other indications of performance.

-Clones will be produced by taking vegetative (non-flowered) cuttings from parental plants, and shall be selected by slicing tissue 4-6 inches in length that have 2-3 internodes (branches) with no secondary growth or woodiness.

-Roots will be induced in clones by treating the sliced end of cuttings with rooting hormones.

-Clones will be acclimated to growth in soil and then grown to adult size for breeding efforts.

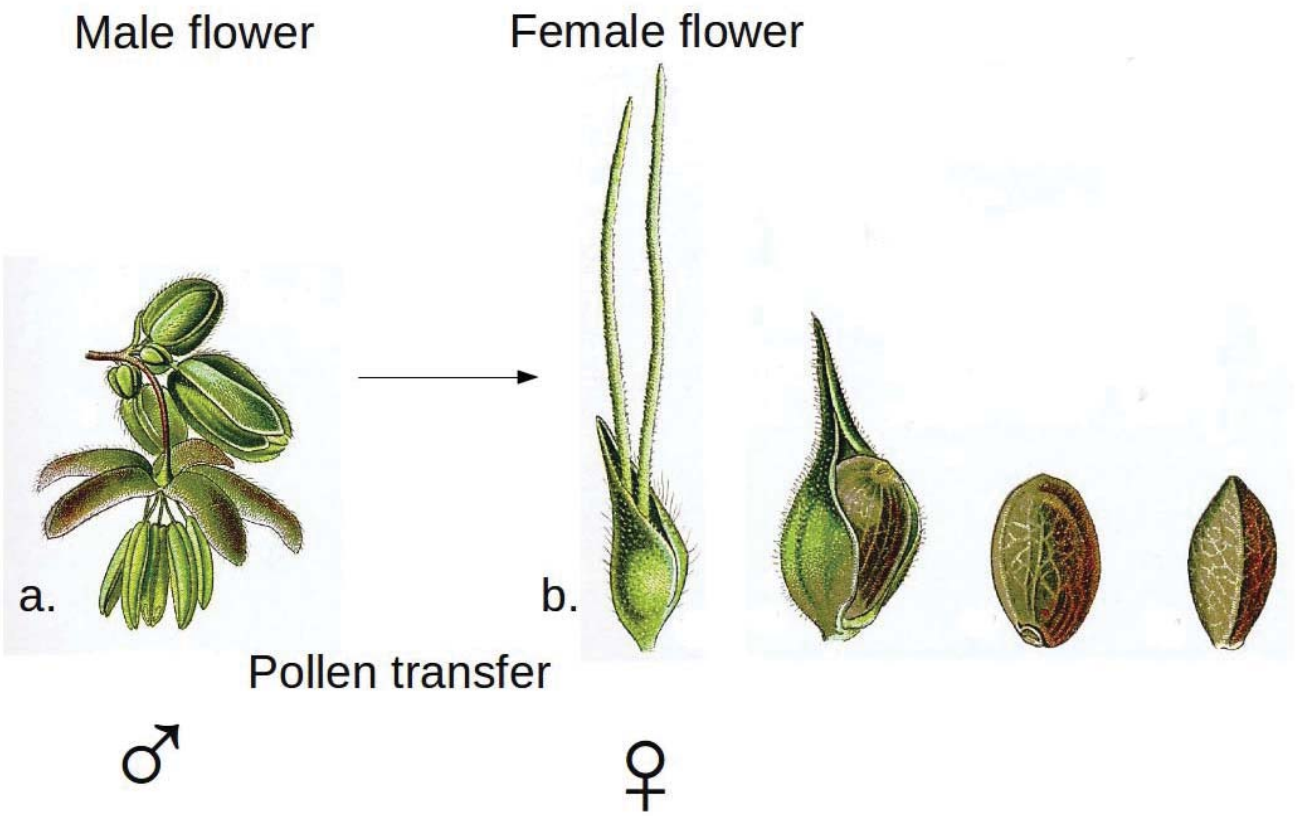


Figure 4. To generate new hybrid plants male flowers will be used to pollinate female flowers resulting in seed stock for the next generation (Ref 1). Male and female parents will be derived from seed and clone.

2. Selection of male and female candidates to cross

-Juvenile plants will be subjected to a light cycle that causes flowering (Figure 4 a and b.).

-Male and female plants will be segregated by visual inspection of the floral organs.

-Exceptional parents will be chosen to perform a breeding cross.

3. Controlled pollination of female plants

-Careful transfer of male pollen to the female recipient flowers without contamination will ensure controlled pollination.

-Controlled transfer of pollen may be accomplished using a simple technique of cutting the stamen (pollen containing portion) from the male plant (Figure 4a.) using tweezers to brush the pollen onto the desired female ovary (Figure 4b.).

4. Growing progeny to flowering stage

-Progeny will be germinated from resulting seed, grown vegetatively, and then flowered using a distinct light/dark cycle (such as 12/12).

5. Performance of plants during the flowering stage may be used to select inferior individuals or lines for removal from the population (see plant metrics described below).

6. Quantitative testing of progeny for desired trait profiles relating to cannbinoid production (described below) will be used for the final selection of superior individuals for the next stage of research.

Quantitative determination of cannabinoid yield

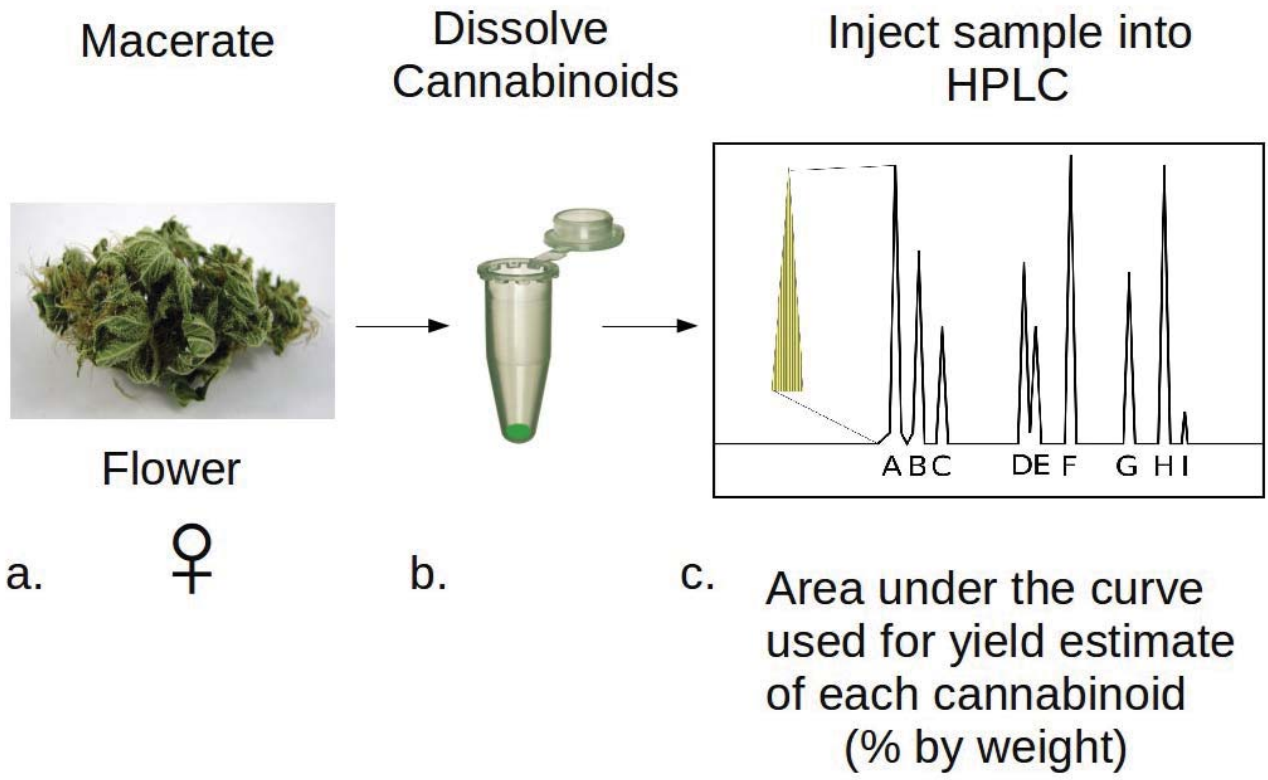


Figure 5. Quantitative yield determination of several cannabinoids is possible by macerating the dried flower (a.), dissolving the cannabinoids in solvent or buffer (b.) and subjecting extract to HPLC analysis (here for simplicity showing hypothetical cannabinoid compounds A through I).

A brief description of the process is as follows:

1. Preparation of sample for analysis

-Dried flower is macerated by mechanical disruption and/or sonication in buffer or solvent to extract cannabinoids for analysis (Figure 5 a. and b.) (Ref 2).

-Sample extract is filtered for injection into the HPLC for quantitative analysis of relative cannabinoids (Figure 5 c.) (Ref 2).

2. Analysis of HPLC data
-Cannabinoids are detected using a Diode Array Detector thus producing unique curves on the HPLC

trace (Figure 5 c.).

-A standard method measuring the area under the curve will be used to estimate the amount of respective cannabinoid detected by the HPLC in the extract.

-The area under the curve values will be used to calculate yield (percent by weight) (Figure 5 c.) for nine cannabinoids in the original dried flower the final formulation to an error of less than 5% (+/-).

3. Quantitative determination of percent (by weight) of each following cannabinoid will be determined for each experimental crop, thus reducing crop-to-crop variation (Figure 6):

THC Tetrahydrocannabinol
CBD Cannabidiol
CBN Cannabinol
THCA Tetrahydrocannabinolic acid
THCV Tetrahydrocannabivarin
CBG Cannabigerol
CBC Cannabichromene
CBDA Cannabidiolic acid
CBDV Cannabidivarin

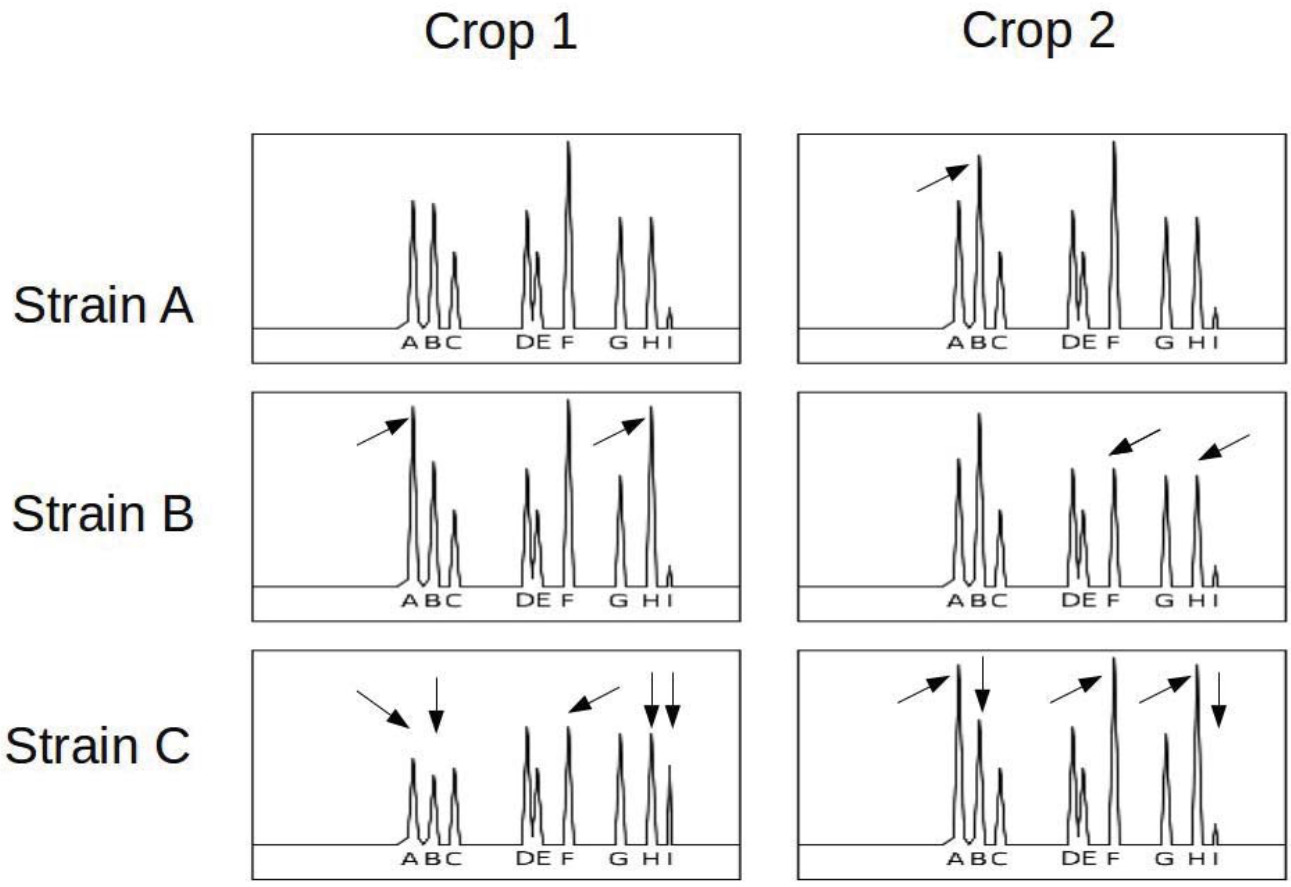


Figure 6. HPLC detection of cannabinoids, shown here as A through I, will be used to determine relative ratios with a less than 5% (+/-) error. Crop-to-crop variation of cannabinoids in floral tissue will be detected (arrows) and resolved in the final product formulation to deliver a reproducible brand.

Using genetic markers from successful strains

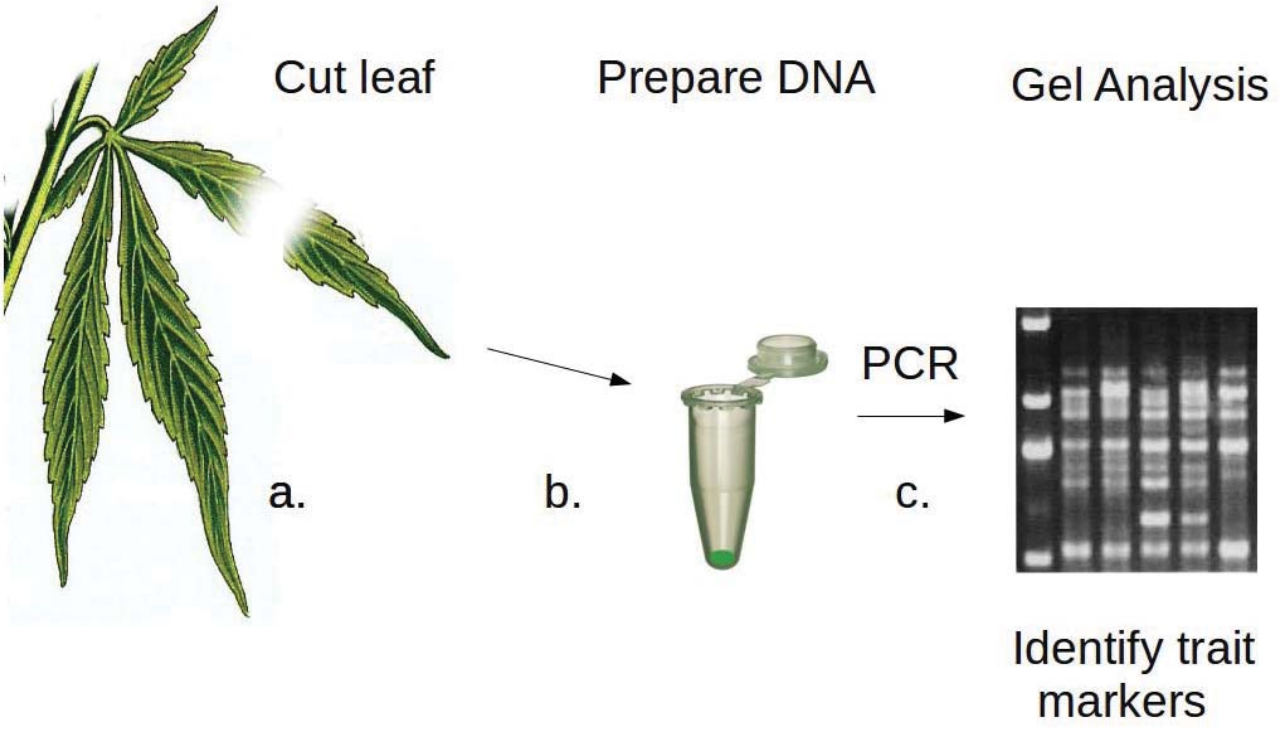


Figure 7. Prepare sample by cutting a small portion of the juvenile leaf (a.). Extract genetic material (DNA) from leaf (b.) to analyze genetic markers by a Polymerase Chain Reaction and agarose gel electrophoresis (gel analysis) (c.).

A brief description of the process is as follows:

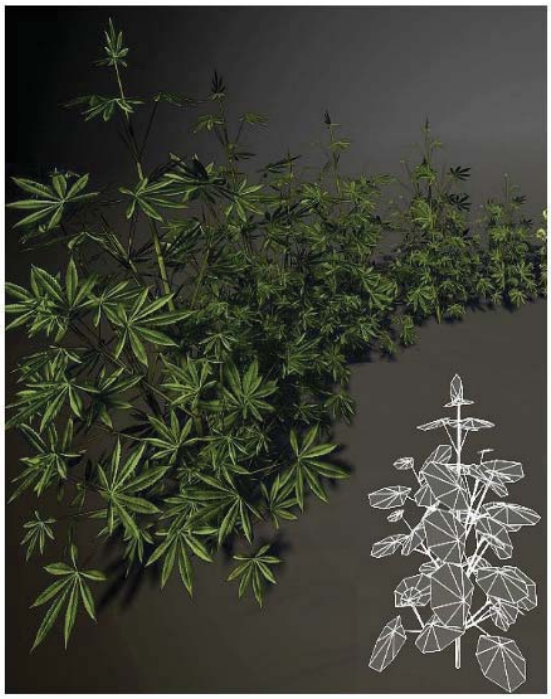
1. Cut a small sample of leaf tissue from a juvenile plant (Figure 7 a.) (Ref 3).

2. Prepare DNA by destroying cellular tissue and dissolving DNA in extraction buffer (Figure 7 b.) (Ref 3).

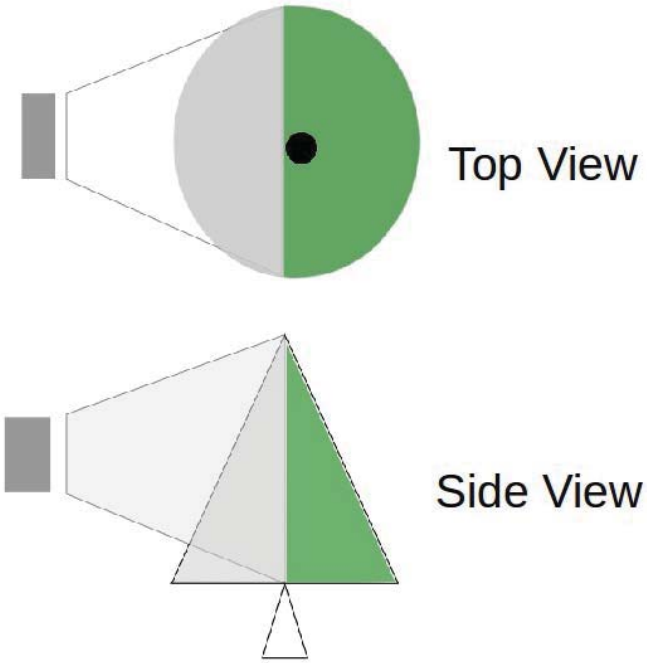
3. Inject DNA into an agarose gel and perform electrophoresis to resolve genetic markers for traits of interest (Figure 7 c.) (Ref 3).

-numerous procedures exist to identify genetics traits in juvenile plants responsible for predicting several cannabinoid in the final flowering female plant (Ref 3-6).

Growth metrics from sensor data and plant imaging



Example 3D representation of cannabis



Schematic of sensor and detection

Figure 8. Plant growth metrics will be obtained using simple sensors. Sensor data will be used to model plant growth and performance.

Overview: Plant performance may be determined by growth rates, stature, and vigor in both the vegetative and flowering stages. Simple 3-dimensional imaging of plants will derive quantitative metrics to calculate growth rate, stature and vigor.

1. Plants will be imaged using sensors several times during vegetative and flowering stage.

2. Data will be stored and compared along growth stages to determine overall growth rate.

3. Stature of the whole plant, branches and floral organs will be calculated along growth cycles.

4. Vigor will be determined through relative comparison of plants in the population and on record.

References

1. Cannabis. *Wikipedia*. Retrieved May 29, 2015, from http://en.wikipedia.org/wiki/Cannabis

2. De Backer, B., et al. Innovative development and validation of an HPLC/DAD method for the qualitative and quantitative determination of major cannabinoids in cannabis plant material. J. Chrom. B. 877 (2009) 4115-4124.

3. Meijer, P., M., et al. The inheritance of chemical phenotype in *Cannabis sativa* L. Gen. soc. Amer. 163 (2003) 335-346.

4. Meijer, P., M., Hammond, K., M. The inheritance of chemical phenotype in *Cannabis sativa* L. (II): Cannabigerol predominant plants. Euphytica. 145 (2005) 189-198.

5. Meijer, P., M., Hammond, K., M. The inheritance of chemical phenotype in *Cannabis sativa* L. (III): Variation in cannabichromene proportion. Euphytica. 165 (2009) 293-311.

6. Meijer, P., M., et al. The inheritance of chemical phenotype in *Cannabis sativa* L. (IV): Euphytica. 169 (2009) 95-112.